

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center**

**2074 Aurelius Road, Holt, MI**

**Tuesday, January 26, 2016**

**7:00 p.m.**

**AGENDA**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Comments from the Public**

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN FOUR (4) MINUTES.

**Set/Adjust Agenda**

**Approval of Minutes: Regular Meeting of November 24, 2015**

**Brownfield Meeting of November 24, 2015**

**Business**

1. Approve Tax Sharing Agreement Between the DDA and Delhi Township
2. Adopt Resolution No. 2016-001: Enter Into a Property Exchange Agreement and to Exchange Property with DTN Management Co., a Michigan Corporation

**Late Agenda Item**

3.

**Reports**

4. Executive Director
5. Farmers Market
6. Marketing Committee
7. Planning Commission
8. Supervisor
9. Treasurer
10. Members

**Limited Comments**

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

**Adjournment**

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2015**

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The Downtown Development Authority met Tuesday, November 24, 2015 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

**MEMBERS PRESENT:** Harry Ammon, Tim Fauser, Brian Houser, David Leighton, Steven L. Marvin, Nanette Miller, Tonia Olson

**MEMBERS ABSENT:** Kim Cosgrove, C.J. Davis

**OTHERS PRESENT:** C. Howard Haas, DDA Executive Director; Lori Underhill, Secretary

**PUBLIC COMMENT:** None

**SET/ADJUST AGENDA**

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There were no adjustments to the agenda.

Due to the resignation of Marcy Bishop Kates, Executive Director Haas introduced Harry Ammon as the newest member of the DDA Board.

**APPROVAL OF MINUTES**

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**Olson moved, Ammon supported, to approve the regular meeting minutes of October 27, 2015.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Cosgrove, Davis

**MOTION CARRIED**

**ADOPT FISCAL YEAR 2016 DOWNTOWN DEVELOPMENT AUTHORITY BUDGET**

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**Fauser moved, Miller supported, to adopt Resolution No. 2015-002, a resolution adopting the Fiscal Year ending December 31, 2016 Delhi Charter Township Downtown Development Authority Budgets.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Houser, Leighton, Marvin, Miller, Olson

Absent: Cosgrove, Davis

**MOTION CARRIED**

**ACCEPTANCE OF LAND TRADE WITH DTN/EYDE FAMILY PARTNERSHIP**

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**Miller moved, Leighton supported, to accept the proposed land trade between the DDA and DTN/Eyde Family Partnership and authorize the Executive Director to execute the deeds for the same.**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2015**

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Executive Director Haas reviewed his memorandum dated November 17, 2015 and offered background information on the discussions between the DDA and DTN/Eyde Family Partnership.

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Houser, Leighton, Marvin, Miller, Olson

Absent: Cosgrove, Davis

**MOTION CARRIED**

## **REPORTS**

### **Executive Director**

Mr. Haas reported on his attendance at the first Cedar Corridor Revisioning Committee meeting. The former library property located at 4410 Holt Road has been listed for sale. A review of the building detailed repairs too costly to justify purchase. The Delhi Township Board of Trustees approved the amendment to the DDA Development Plan and Tax Increment Financing Plan through 2035. Meetings with local taxing jurisdiction regarding tax sharing agreements are taking place. The former Marathon Station located at 2313 Cedar Street has been razed. The gas tanks will be removed shortly. A developer is still interested in the DDA owned block of property on Cedar Street between Bond Avenue and Veterans Drive. Development of the DDA owned property on Willoughby Road is proceeding.

### **Farmers Market**

Lori Underhill reported that the Farmers Market continues to set records in token sales. Winter Market hours (10:00 a.m. until 2:00 p.m.) began November 7<sup>th</sup>. The Market will be closed on November 28<sup>th</sup> and December 26<sup>th</sup>.

### **Advertising & Marketing Committee**

Mr. Leighton reported that the Committee continues to move forward with the consolidation of several local publications supported by advertising. The first combined product will be unveiled in the summer of 2016.

### **Planning Commission**

Ms. Olson reported that the Planning Commission had not met since the last DDA meeting.

### **Supervisor**

In the absence of the Supervisor, Lori Underhill reported that the Township Tree Lighting Ceremony will be held Wednesday, December 2 at 6:30 in Veterans Memorial Gardens.

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2015**

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**Treasurer**

In the absence of the Treasurer, Lori Underhill reported that amendments to the 2015 budget will be submitted to the Township Board of Trustees in December.

**Members**

None.

**Limited Comments**

Will Kangas, Delhi Township Community Outreach Coordinator, invited DDA Board members to attend the Ribbon Cutting Ceremony for the Ram Trail on Tuesday, December 1<sup>st</sup> at 2:00 p.m. at the Gunn School House located on the corner of Holt and Washington Roads.

**ADJOURNMENT**

The meeting was adjourned at 7:18 p.m.

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2015**

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The Brownfield Redevelopment Authority met Tuesday, November 24, 2015 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:19 p.m.

**MEMBERS PRESENT:** Harry Ammon, Tim Fauser, Brian Houser, David Leighton, Steven L. Marvin, Nanette Miller, Tonia Olson

**MEMBERS ABSENT:** Kim Cosgrove, C.J. Davis

**OTHERS PRESENT:** C. Howard Haas, DDA Executive Director; Lori Underhill, Secretary

**PUBLIC COMMENT:** None

**SET/ADJUST AGENDA**

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There were no adjustments to the agenda.

**APPROVAL OF MINUTES**

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**Miller moved, Olson supported, to approve the regular meeting minutes of October 27, 2015.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Cosgrove, Davis

**MOTION CARRIED**

**ADOPT FISCAL YEAR 2016 BROWNFIELD REDEVELOPMENT AUTHORITY BUDGET**

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**Olson moved, Fauser supported, to adopt Resolution No. 2015-003, a resolution adopting the Fiscal Year ending December 31, 2016 Delhi Charter Township Brownfield Redevelopment Authority Budget and its subset, Local Site Remediation Fund.**

A Roll Call Vote was recorded as:

Ayes: Ammon, Fauser, Houser, Leighton, Marvin, Miller, Olson

Absent: Cosgrove, Davis

**MOTION CARRIED**

**Limited Comments**

None.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON NOVEMBER 24, 2015**

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**ADJOURNMENT**

The meeting was adjourned at 7:21 p.m.

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**  
2045 NORTH CEDAR STREET, SUITE 2  
TELEPHONE (517) 699-3866  
FACSIMILE (517) 699-3878  
www.delhidda.com

January 20, 2016

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Tax Sharing Agreement Between the DDA and Delhi Township

At the December 1, 2015 meeting of the Delhi Township Board of Trustees, Amendment No. 5 to the DDA Development Plan and Tax Increment Financing Plan (Delhi Township Ordinance No. 80.5) was approved. At that same meeting, the Tax Sharing Agreement between the DDA and Delhi Charter Township was also approved. This Tax Sharing Agreement shall replace the existing agreement approved in 2004. For the years 2016 through the end of 2035, the DDA will retain 40% of the captured tax revenue and the remaining 60% shall be paid to the Township.

As this Tax Sharing Agreement must also be approved by the DDA, I offer the following recommended motion:

**Recommended Motion: I move to approve the Tax Sharing Agreement between the Delhi Charter Township Downtown Development Authority and Delhi Charter Township.**

**TAX SHARING AGREEMENT BETWEEN THE DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY AND DELHI CHARTER TOWNSHIP**

THIS AGREEMENT made as of the 1<sup>st</sup> day of December, 2015, by and between the DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY, whose address is 4415 W. Holt Road, Holt, Michigan 48842 (the "DDA") and THE CHARTER TOWNSHIP OF DELHI, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (the "Township").

WITNESSETH:

WHEREAS, the DDA is a downtown development authority incorporated in 1987 pursuant to PA 1975 No. 197 (MCL 125.1651 *et seq*) (the "Act"); and

WHEREAS, the DDA is permitted by the Act to capture certain tax revenue from various taxing jurisdictions which are authorized to levy taxes on the property within the downtown district ("Development Area"); and

WHEREAS, the Township is a taxing jurisdiction whose tax revenue has been partially captured by the DDA as provided by the Act; and

WHEREAS, the DDA is specifically authorized, pursuant to Section 14 of the Act (MCL 125.1664(4)), "...to enter into agreements with the taxing jurisdiction and the governing body of a municipality in which the Development Area is located to share a portion of the captured assessed value of the district"; and

WHEREAS, in accordance with Section 14 of the Act, the parties desire to enter into this Tax Sharing Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Downtown Development and Tax Increment Financing Plan.** The DDA Development Plan and Tax Increment Financing Plan, as amended (Exhibit A), is acknowledged and agreed by the Township to be the Plan and the downtown district to which the Agreement pertains, and that the activities and projects described therein are eligible for funding in whole or in part by taxes and revenues resulting from the assessed valuation and tax revenue captured by the DDA.

2. **Tax Sharing and Reduction of Captured Assessed Valuation.** Pursuant to Section 14(4) of the Act, it is agreed that for the period commencing in 2016 through 2035, the DDA will retain forty percent (40%) of the assessed/taxable valuation which would have been captured but for this Agreement and the Township will retain sixty percent (60%), i.e., the DDA will continue to retain 40% of the captured tax revenue and the remaining 60% shall be paid to the Township.

Distribution of revenue resulting from the reduced capture described above will be made by the DDA on July 1, 2016 (actually in advance of the 2016 tax collection) and shall continue annually on the 1st day of July in each year thereafter until all distributions required by this paragraph 2 have been made.

3. **Plan Amendments.** The parties acknowledge and agree that the DDA and the Delhi Charter Township Board of Trustees (the governing body of the municipality) may from time to time amend the Plan as they deem appropriate pursuant to the Act; provided, however, no such amendment shall have the effect of modifying the provisions of paragraph 2 relating to tax sharing without the consent of the Township.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written.

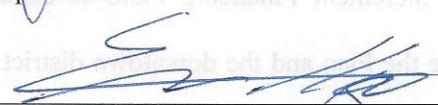
DELHI CHARTER TOWNSHIP DOWNTOWN  
DEVELOPMENT AUTHORITY, a public body corporate

By: \_\_\_\_\_  
Howard Haas  
Its: Executive Director

AND:

DELI CHARTER TOWNSHIP, Ingham County, MI

By:  \_\_\_\_\_  
C. J. Davis  
Its: Supervisor

And:  \_\_\_\_\_  
Evan Hope  
Its: Clerk

*Instrument prepared by:  
Gordon W. VanWieren, Jr.  
THRUN LAW FIRM, P.C.  
2900 West Road, Ste. 400  
East Lansing, MI 48823-6368  
517-484-8000*

Exhibit A:  
DDA Development Plan and Tax Increment Financing Plan, as amended

CHARTER TOWNSHIP OF DELHI

ORDINANCE NO. 80.5

AMENDMENTS TO THE  
DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY  
DEVELOPMENT PLAN  
AND  
TAX INCREMENT FINANCING PLAN

Original Adoption – July 21, 1987

1<sup>st</sup> Amendment Adoption – December 1, 1987

2<sup>nd</sup> Amendment Adoption – February 6, 1990

3<sup>rd</sup> Amendment Adoption – May 20, 1997

4<sup>th</sup> Amendment Adoption – October 21, 2003

5<sup>TH</sup> AMENDMENT

APPROVED & ADOPTED BY TOWNSHIP BOARD

ON DECEMBER 1, 2015

**CHARTER TOWNSHIP OF DELHI  
INGHAM COUNTY, MICHIGAN  
ORDINANCE NO. 80.5**

**PREAMBLE**

The following amendments to the existing Development Plan and Tax Increment Financing Plan are additions and details for those portions of the Plan relating to certain projects proposed to be undertaken by the Charter Township of Delhi Downtown Development Authority (the "Authority"). Pursuant to the requirements of Sections 14 and 17 of the Downtown Development Authority Act, as amended (being 1975 PA 197; referred to as the "Act") (MCL 125.1664 and MCL 125.1667), the following amendments (the "Plan Amendments") modify certain components of the Development Plan and Tax Increment Financing Plan, and shall be as follows.

**PART I [Section 14(1) of the Act; MCL 125.1664(1)]**

EXPLANATION OF THE TAX INCREMENT FINANCING PROCEDURE.

Unchanged: See existing Development Plans & Tax Increment Financing Plans

**PART II [Section 17(2)(a) of the Act; MCL 125.1667(2)(a)]**

THE DESIGNATION OF BOUNDARIES OF THE DEVELOPMENT AREA IN RELATION TO HIGHWAYS, STREETS, STREAMS, OR OTHERWISE.

Unchanged: See existing Development Plans & Tax Increment Financing Plans

**PART III [Section 17(2)(b) of the Act; MCL 125.1667(2)(b)]**

THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE DEVELOPMENT AREA, SHALL DESIGNATE THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES THEN EXISTING AND PROPOSED FOR THE DEVELOPMENT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES, AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE DEVELOPMENT AREA.

Unchanged: See existing Development Plans & Tax Increment Financing Plans

**PART IV [Sections 17(2)(c) and (d) of the Act; MCL 125.1667(c) and (d)]**

THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS INCLUDING REHABILITATION CONTEMPLATED FOR THE DEVELOPMENT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION; AND A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE DEVELOPMENT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED, A DESCRIPTION OF ANY REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.

In addition to the projects listed in the existing Development Plans & Tax Increment Financing Plans, the Authority proposes to undertake the following projects.

1. Street and Corridor Improvements.

The Authority will undertake or assist in the financing of various public improvements within the development area, including, but not necessarily limited to public road improvements, access management improvements, and other modifications to enhance traffic circulation and pedestrian safety by creating a more walkable community, better access to businesses, enhanced aesthetics, and a sense of place; relocation of utilities underground.

Estimated time for completion:	2016 through duration of Plans
Estimated cost:	\$12.5 million

2. LED Message Display Board.

The Authority will acquire and install a LED message display board within the Development Area to be used for purposes that include, but are not limited to, marketing initiatives that benefit the downtown district.

Estimated time for completion:	2016 through duration of Plans
Estimated cost:	\$25,000.00

3. Acquisition of Properties.

The Authority will acquire key properties to facilitate strategic redevelopment in a manner consistent with the Township's place-making goals to benefit the downtown district.

Estimated time for completion:	2016 through duration of Plans
Estimated cost:	\$1 million

4. Decorative Street Lighting.

The Authority will install and replace decorative street lighting throughout the Development Area to benefit the downtown district.

Estimated time for completion:	2016 through duration of Plans
Estimated cost:	\$1.475 million

**PART V [Section 17(2)(e) of the Act; MCL 125.1667(e)]**

A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.

See existing Development Plans & Tax Increment Financing Plans, and Part IV above. In addition, the duration of the Development Plan & Tax Increment Financing Plan and amendments thereto shall be extended until December 31, 2035.

**PART VI [Section 17(2)(f) of the Act; MCL 125.1667(f)]**

A DESCRIPTION OF ANY PARTS OF THE DEVELOPMENT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.

See existing Development Plans & Tax Increment Financing Plans, and Part IV above.

**PART VII [Section 17(2)(g) of the Act; MCL 125.1667(g)]**

A DESCRIPTION OF ANY PORTIONS OF THE DEVELOPMENT AREA THAT THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.

Not applicable.

**PART VIII [Section 17(2)(h) of the Act; MCL 125.1667(h)]**

A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, OR UTILITIES.

There are no zoning changes contemplated by these amendments. For changes in any streets, intersections, and utilities, see Part IV above.

**PART IX [Section 17(2)(i) of the Act; MCL 125.1667(i)]**

AN ESTIMATE OF THE COST OF THE DEVELOPMENT, A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE DEVELOPMENT, AND THE ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING.

See existing Development Plans & Tax Increment Financing Plans, and Part IV above. The Township or the Authority may issue bonds as authorized by the Act to finance all or a portion of the identified projects, as set forth in the existing plans. The Authority may also use installment purchase contracts, where eligible, to finance certain projects. The Authority may use proceeds from the sale of property, leases, licenses, or other miscellaneous revenue to finance all or a portion of the above-described projects. The Authority may use revenues capture by the Tax Increment Financing Plan to pay for all or a portion of the above-described projects.

**PART IX-A [Section 17(2)(j) of the Act; MCL 125.1667(j)]**

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 THAT INFORMATION IS AVAILABLE TO THE AUTHORITY.

See existing Development Plans & Tax Increment Financing Plans, and Part IV above.

**PART IX-B [Section 17(2)(k) of the Act; MCL 125.1667(k)]**

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 IS 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.

Not applicable.

**PART X [Section 17(2)(l) of the Act; MCL 125.1667(l)]**

ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED.

No families or individuals are proposed to be displaced by the proposed project.

**PART X-A [Section 17(2)(m) of the Act; MCL 125.1667(m)]**

A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA.

Not applicable.

**PART X-B [Section 17(2)(n) of the Act; MCL 125.1667(n)]**

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 [42 U.S.C. SECTIONS 4601, ET SEQ].

Not applicable.

**PART X-C [Section 17(2)(o) of the Act; MCL 125.1667(o)]**

A PLAN FOR COMPLIANCE WITH ACT NO. 227 OF THE PUBLIC ACTS OF 1972, BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPILED LAWS.

Not applicable.

**PART XI [Section 14(1) of the Act; MCL 125.1664(1)]**

A STATEMENT OF THE ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON THE ASSESSED VALUES OF ALL TAXING JURISDICTIONS IN WHICH THE DEVELOPMENT AREA IS LOCATED.

Unchanged: See existing Development Plans & Tax Increment Financing Plans

**EFFECTIVE DATE.**

This ordinance shall become effective immediately upon its final adoption and publication as required by law.

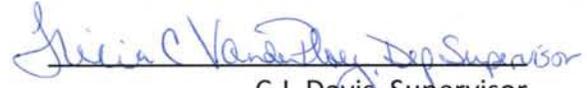
Ayes: Sweet, Warfield, Davis, Harmon, Hayhoe

Nays: None

Absent: Hope, Ketchum

Adopted by the Delhi Charter Township Board of Trustees at a regular meeting held on the 1<sup>st</sup> of December, 2015.

First Reading: November 17, 2015  
First Publication: November 22, 2015  
Second Reading: December 01, 2015  
Section Publication: December 06, 2015

  
C.J. Davis, Supervisor

  
Evan Hope, Clerk

I, Evan Hope, Clerk of the Charter Township of Delhi, hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. 80.5, duly adopted by the Board of Trustees of the Charter Township of Delhi, Ingham County, Michigan, on the 1<sup>st</sup> day of December, 2015.

  
Evan Hope, Clerk



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**  
2045 NORTH CEDAR STREET, SUITE 2  
TELEPHONE (517) 699-3866  
FACSIMILE (517) 699-3878  
www.delhidda.com

**MEMORANDUM**

Date: January 21, 2016

To: Delhi Township DDA Board of Directors

From: C. Howard Haas, Executive Director

A handwritten signature in black ink, appearing to read "C. Howard Haas", is written over the "From:" line.

Re: Resolution No. 2016-001: Property Exchange Agreement

At our November meeting, we discussed a land trade that would provide the DDA with waterfront access to the proposed trailhead park located at 1600/1694 Cedar Street. In exchange for this waterfront access, the DDA would trade three properties located at the south end of Cedar Lake with DTN. These three properties would provide DTN/Eyde Family Partnership with Cedar Street access to their large parcel of land located to the west of Cedar Lake.

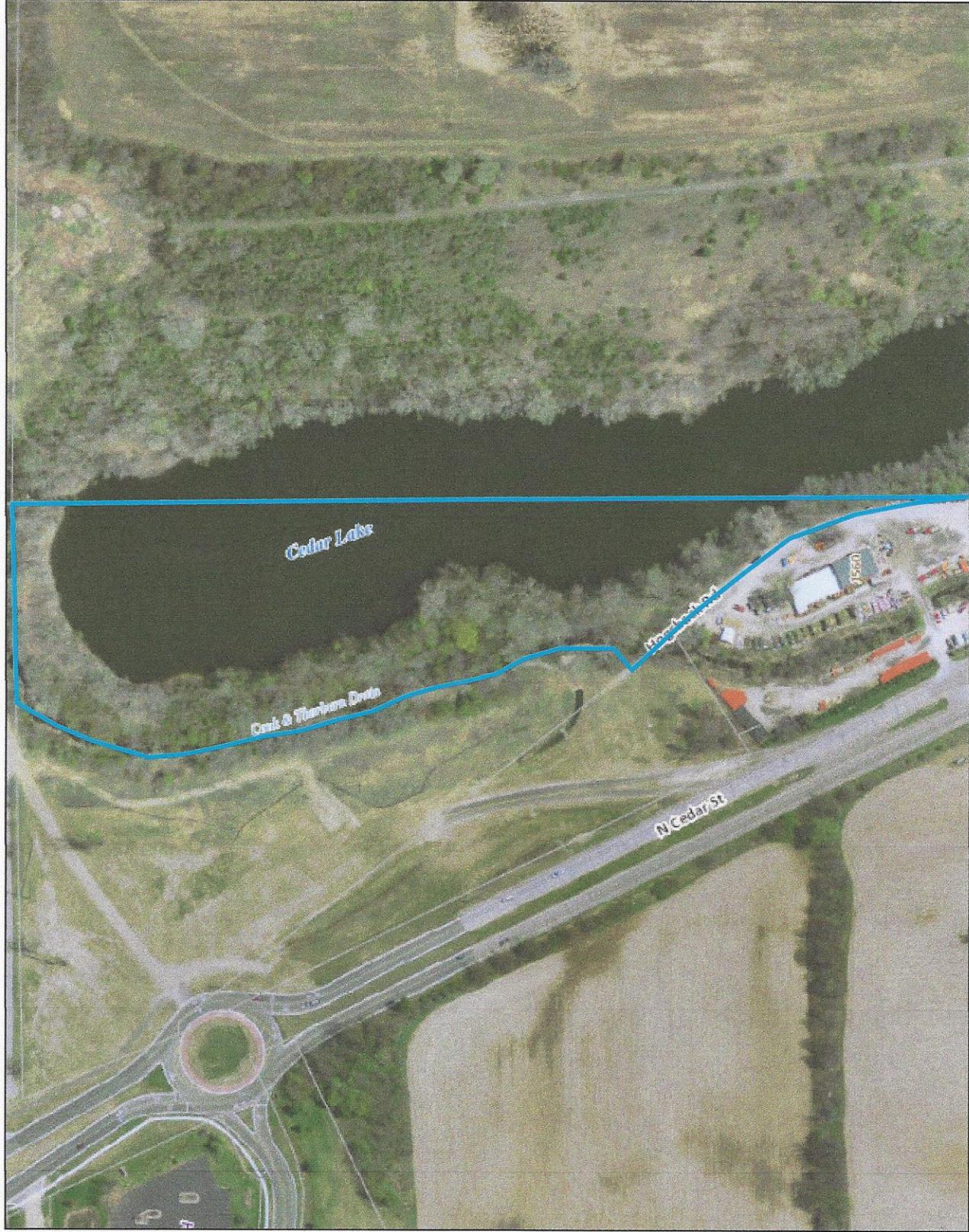
As a review, see the attached two maps: DTN/Eyde Family Partnership offers tax parcel 33-25-05-400-006, an 8 acre parcel with waterfront access, adjacent to 1600/1694 Cedar Street. The DDA offers 3 parcels (33-25-05-25-326-007, 33-25-05-25-326-008, and 33-25-05-25-453-001) totaling approximately 30 acres, for egress to DTN/Eyde property on the east side of Cedar Lake. These 3 parcels will not support buildings, due to poor soil conditions, and are therefore not suitable for redevelopment.

For the most recently acquired property, 33-25-05-25-326-008, the DDA will recoup all our purchase costs and legal fees (approximately \$30,000).

To that end, I have asked our attorney to prepare the attached Resolution and Property Exchange Agreement for your approval. The Resolution authorizes the Executive Director to execute the Property Exchange Agreement and to execute the deeds transferring the properties.

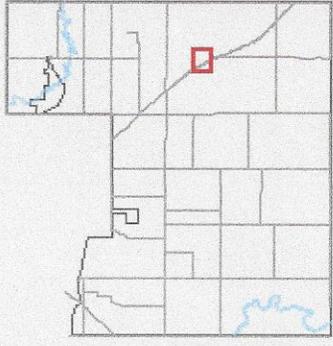
**Recommended Motion: I move to adopt Resolution No. 2016-001, a Resolution to Enter Into a Property Exchange Agreement and to Exchange Property With DTN Management Co., A Michigan Corporation.**

# DTN/Eyde Family Partnership Property



This map is intended for use as generalization of township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the use of this product.

Map Source: DeHl Charter Township  
Map Printed: Tuesday, November 17, 2015



## Legend

Proposed land trade between DDA and DTN/Eyde

DDA will trade 3 parcels to provide ingress and egress along Cedar Street for DTN/Eyde 400+ acres on south end of Cedar Lake as follows:

1. Free
2. Free
3. Recoup purchase costs

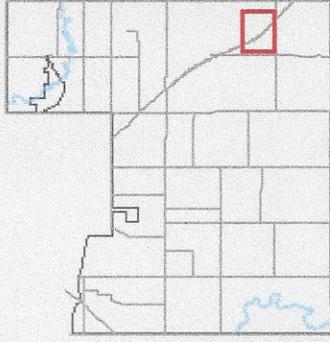
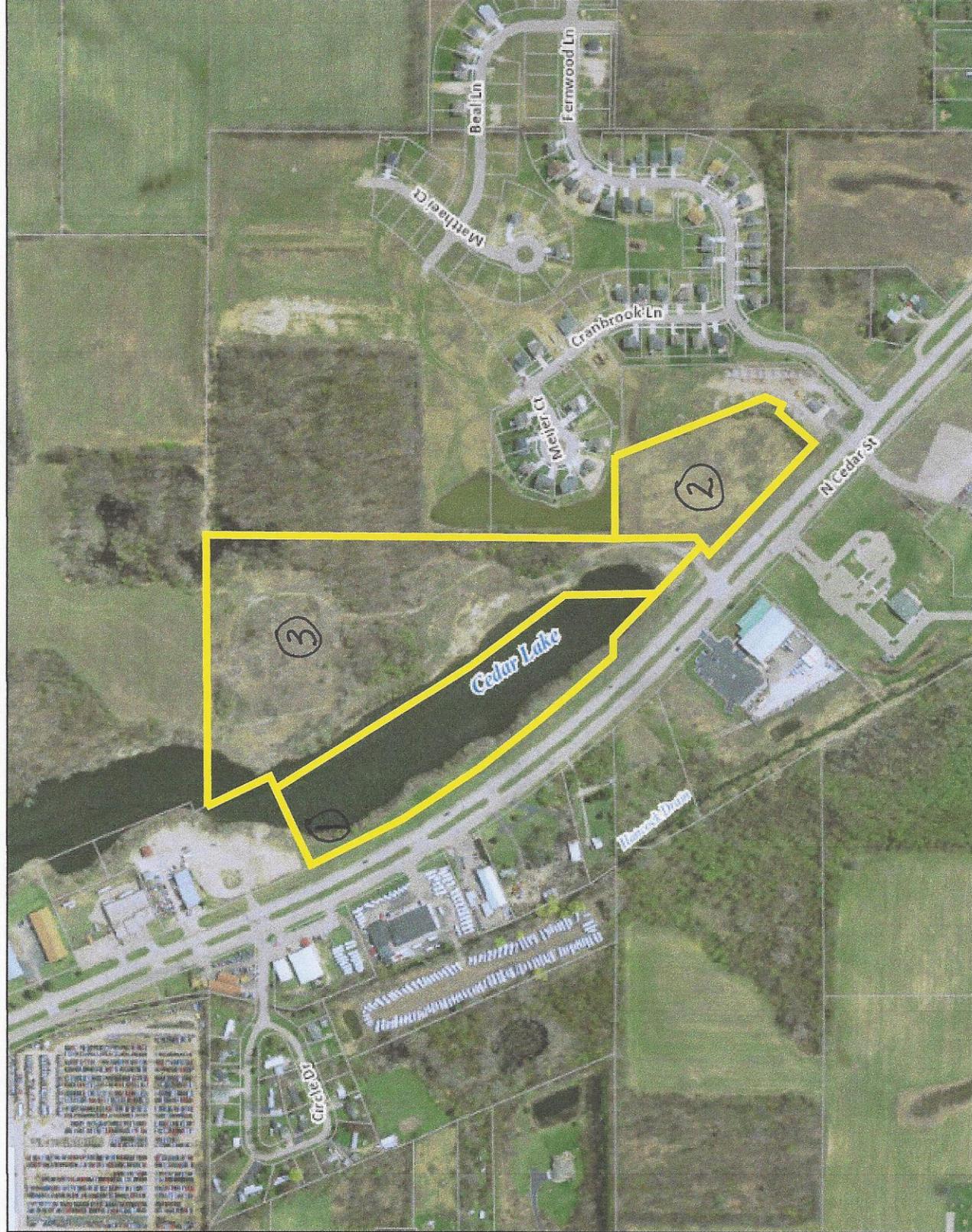
For a parcel on the north end of Cedar Lake for lake frontage for proposed Trailhead Park adjacent to 1600/1694 Cedar

1 inch = 236.7 feet



No tes:

# DDA Property for Trade



## Legend

Proposed land trade between DDA and DTN/Eyde

DDA will trade 3 parcels to provide ingress and egress along Cedar Street for DTN/Eyde 400+ acres on south end of Cedar Lake as follows:

1. Free
  2. Free
  3. Recoup purchase costs
- For a parcel on the north end of Cedar Lake for lake frontage for proposed Trailhead Park adjacent to 1600/1694 Cedar

1 inch = 473.4 feet



## Notes:

This map is intended for use as general township wide planning and there are no warranties that accompany this product. The Township recommends users of this map to confirm the data used in this map by visual inspection of the geographic area. The township is not liable for decisions made with the use of this product.

Map Source: Delhi Charter Township  
Map Printed: Tuesday, November 17, 2015



**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2016-001**

**A RESOLUTION TO ENTER INTO A PROPERTY  
EXCHANGE AGREEMENT AND TO EXCHANGE PROPERTY WITH DTN  
MANAGEMENT CO., A MICHIGAN CORPORATION**

At a regular meeting of the Delhi Charter Township Downtown Development Authority Board of Trustees (the "Board") held at the Township Hall, 2074 Aurelius Road, Holt, Michigan 48842 on the 26<sup>th</sup> day of January, 2016.

PRESENT:

ABSENT:

The following Preamble and Resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the Delhi Charter Township Downtown Development Authority (the "Delhi DDA") owns three (3) parcels of real property located within the Charter Township of Delhi, Ingham County, Michigan (the "Delhi DDA Parcels"); and

WHEREAS, DTN Management Co., a Michigan corporation ("DTN Management") owns one (1) parcel of real property located within the Charter Township of Delhi, Ingham County, Michigan (the "DTN Management Parcel"); and

WHEREAS, to promote and enhance the development opportunities of the Delhi DDA Parcels and the DTN Management Parcel, the Delhi DDA Board has determined it would be in the best interest of the Delhi DDA to transfer the Delhi DDA Parcels to DTN Management in exchange for the DTN Management Parcel; and

WHEREAS, the Delhi DDA and DTN Management desire to enter into a Property Exchange Agreement which details the terms and conditions of the exchange of the Delhi DDA Parcels with the DTN Management Parcel (the "Property Exchange Agreement"), a copy of

which is attached hereto and made a part hereof as Attachment "A", as well as executing Quit Claim Deeds transferring the Delhi DDA Parcels to DTN Management and DTN Management transferring the DTN Management Parcel to the Delhi DDA, copies of which Quit Claim Deeds are attached to the Property Exchange Agreement as Exhibits "1" through "4"; and

WHEREAS, the Board desires to authorize and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to execute the Property Exchange Agreement and Quit Claim Deeds for the transfer of the Delhi DDA Parcels to DTN Management and to take any other action necessary to transfer the Delhi DDA Parcels to DTN Management, subject to review and approval by Delhi DDA's legal counsel.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. The Board authorizes the exchange of the Delhi DDA Parcels with DTN Management in exchange for the DTN Management Parcel.

2. The Board authorizes and direct C. Howard Haas, the Executive Director of the Delhi DDA, or his designee, to execute the Property Exchange Agreement and Quit Claim Deeds for the transfer of the Delhi DDA Parcels to DTN Management and to take any other action necessary to transfer the Delhi DDA Parcels to DTN Management, subject to review and approval by Delhi DDA's legal counsel.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

AYES:

NAYS:

ABSENT:

This Resolution declared adopted this 26<sup>th</sup> day of January, 2016.

---

Nanette Miller, Secretary

## PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of January, 2016, between Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "Delhi DDA"), and Louis J. Eyde Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest, Uppal Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest, and Kuschinski Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest, whose collective address is 2502 Lake Lansing Road, Lansing, Michigan 48912 (collectively, "DTN Management"). The Delhi DDA and DTN Management are sometimes collectively referred to herein as the "Parties" and sometimes individually referred to the herein as a "Party."

In consideration of the promises, covenants, agreements, and sums set forth herein, the Parties agree as follows:

1. Exchange of Lands; Intention of Parties. On the terms and subject to the conditions contained herein, the Delhi DDA shall transfer and convey to DTN Management three (3) parcels of real property located within the Charter Township of Delhi, Ingham County, Michigan and legally described in the Quit Claim Deeds attached hereto as Exhibits "1," "2," and "3" and hereafter referred to as the "Delhi DDA Parcels." DTN Management shall pay to the Delhi DDA the amount of One and 00/100 Dollar (\$1.00) for the property described in Exhibit "1," the amount of One and 00/100 Dollar (\$1.00) for the property described in Exhibit "2," and the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) for the property described in Exhibit "3". In consideration thereof and in exchange therefore (and also according to the terms and subject to the conditions contained herein), DTN Management shall transfer and convey to the Delhi DDA the amount of One and 00/100 Dollar (\$1.00), one (1) parcel of real property located within the Charter Township of Delhi, Ingham County, Michigan, and legally described in the Quit Claim Deed attached hereto as Exhibit "4" hereafter referred to as the "DTN Management Parcel". The Delhi DDA Parcels and the DTN Management Parcel are sometimes collectively referred to herein as the "Parcels." Both Parties consider the Parcels to be exchanged to be of approximately equal monetary value.

2. Title; Title Insurance. The Parties intend and agree that legal title to the Parcels be transferred and conveyed and granted as required hereunder, in clear and marketable condition, free from all encumbrances except for agreed to encumbrances and building and use restrictions and easements of record, and that such title be insured as required herein.

The Parties have obtained from Transnation Title Company Title Commitment Nos. 171771LANS, 171773LANS and 171774LANS for the Delhi DDA Parcels and Title Commitment No. 171776LANS, Revision No. 1, for the DTN Management Parcel. The Parties have reviewed the title commitments and agree to take the Parcels subject to all encumbrances stated therein.

At closing, the Parties shall cause title to their respective Parcels to be insured pursuant to the title commitments described above. If, subsequent to the date of such commitments, the condition of title shall change, the Party that is to receive that Parcel may object thereto and if the title objection is not resolved to the satisfaction of the objecting Party, this Agreement shall terminate. Each Party

agrees to pay for the cost of the title commitment(s) and insurance for the Parcel that they are acquiring from the other Party.

Notwithstanding the foregoing, in the event that either Party is unable due to no fault of its own to transfer title in a clean and marketable condition as required herein, then this Agreement shall terminate.

3. Taxes and Assessments: Other Items. All property taxes that have been billed for the DTN Management Parcel for years prior to the year of closing shall be paid by DTN Management at or prior to closing. The property taxes that are billed or are to be billed in this year of closing for the Parcels shall be prorated so that the Party transferring the Parcel shall be charged with taxes and assessments from the first of the year to the date of closing and the Party receiving the Parcel shall be charged with taxes and assessments for the balance of the year. The Parties agree that at closing the Delhi DDA shall pay off the outstanding drain assessments for the Parcels being transferred to DTN Management pursuant to the Quit Claim Deeds which are attached Exhibits "1" and "2" (Property Parcel Nos. 33-25-05-25-453-001 and 33-25-05-25-326 -007). At closing, DTN Management shall assume the responsibility for the outstanding drain assessment on the Parcel it is receiving pursuant the Quit Claim Deed which is attached as Exhibit "3" (Parcel No. 33-25-05-25-326-008) and the Parcel being transferred pursuant to the Quit Claim Deed which is attached as Exhibit "4" (Parcel No. 33-25-05-23-400-006). All other taxes, rents, utility charges, and similar items of income or expense, if any, shall be similarly adjusted pro rata as of the date of closing.

4. Closing. The Parties shall close and consummate this transaction as soon as all applicable documents have been prepared and approved and all other conditions present have been satisfied. The exact date and time of closing shall be jointly established by the Delhi DDA and DTN Management.

At closing, the Delhi DDA shall pay for the transfer tax, if any, on the Delhi DDA Parcels' quit claim deeds and the costs of preparing the Delhi DDA Parcels' Quit Claim Deeds, title insurance for the DTN Management Parcel, and recording of the DTN Management Parcel's quit claim deed. Likewise, DTN Management shall pay the transfer tax on the DTN Management Parcel's Quit Claim Deed and the costs of preparing the DTN Management Parcel's quit claim deed, title insurance for the Delhi DDA Parcels, and recording of the Delhi DDA Quit Claim Deed. The Delhi DDA and DTN Management shall each pay one-half (1/2) of the closing fee imposed by the title company for closing the transaction contemplated in this Agreement. Each Party shall be responsible to pay their own attorneys' fees.

5. Land Division Act. The Parties shall comply with applicable requirements of the Land Division Act, MCL 560.100, *et seq.* Specifically, DTN Management shall take any action necessary to obtain land division/parcel approval for the DTN Management Parcel and the Delhi DDA shall take any action necessary to obtain land division/parcel approval for the Delhi DDA Parcels. If the Parcel is split, the transferring Party will transfer the right to make zero (0) divisions of their respective Parcels. If the Parcel is not split, then all permitted splits shall be transferred.

6. FIRPTA. The Parties represent to one another that they are not, respectively, foreign persons within the meaning of the United States Internal Revenue Code and each will execute and deliver appropriate non-foreign person status affidavits to the other at closing.

7. Default; Remedies. If either Party shall default hereunder, the other Party shall have, and be entitled to assert, any and all remedies permitted by law or equity, including the remedy of specific performance. All such remedies shall be cumulative and not exclusive of one another.

8. Further Assurance. Each Party shall execute and deliver such other and further documents (or perform such acts) as may be reasonably requested by the other to confirm and consummate the transaction evidenced hereby.

9. Disclaimer of Warranties. AT CLOSING, THE PARTIES CONFIRM IN WRITING TO THE OTHER PARTY THAT THEY HAVE INSPECTED THE PARCELS THEY ARE RECEIVING AND, TO THE EXTENT PERMITTED BY LAW, THEY AGREE TO TAKE THE PARCEL(S) "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT FOR THE WARRANTIES CONTAINED IN THIS AGREEMENT CONCERNING THE STATUS OF TITLE OF THE PARCELS. THE PARTIES EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES ON THE PARCEL(S) THAT THEY ARE TRANSFERRING.

10. Time of the Essence. It is expressly agreed by the Parties that time is of the essence with respect to this Agreement.

11. Assignment. Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. Complete Agreement. This Agreement and the Attachments hereto constitute the entire agreement among the Parties with respect to the Delhi DDA Parcels and the DTN Management Parcel, and there are no other such agreements in existence as of the date hereof. Any amendments to any of these agreements shall be valid only if the same is in writing and executed by the Parties.

13. Applicable Law. This Agreement and the construction and enforcement hereof shall be governed by the laws of the State of Michigan.

14. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the date and year first appearing above.

**WITNESSES:**

**DELHI CHARTER TOWNSHIP DOWNTOWN  
DEVELOPMENT AUTHORITY, a Michigan  
Downtown development authority**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
C. Howard Haas  
Its: Executive Director

Dated: \_\_\_\_\_

**WITNESSES:**

**LOUIS J. EYDE DELHI, LLC, a Michigan limited  
liability company, as to an undivided 50% interest,**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**UPPAL DELHI, LLC, a Michigan limited liability  
Company, as to an undivided 25% interest**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**KUSCHINSKI DELHI, LLC, a Michigan limited  
liability company, as to an undivided 25% interest**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

## QUIT CLAIM DEED

Delhi Charter Township Downtown Development Authority, a Michigan municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the “Grantor”) quit claims to DTN Management Co., a Michigan corporation, whose address is 2502 Lake Lansing Road, Suite C, Lansing, Michigan 49012 (the “Grantee”), for real property located in the Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

Beginning on the centerline of Hogsback Road North 45 degrees 01 minutes West 977.33 feet from the intersection of said centerline with the South Section line, said intersection being North 88 degrees 40 minutes West 1623.81 feet from the Southeast corner of Section 25, T3N, R2W, Delhi Township, Ingham County, Michigan, thence North 46 degrees 27 minutes 30 seconds East 153.6 feet; thence South 67 degrees 13 minutes 30 seconds East 34.0 feet; thence North 14 degrees 05 minutes 30 seconds East 58.4 feet; thence North 19 degrees 24 minutes West 526.5 feet; thence North 88 degrees 40 minutes 10 seconds West 266.5 feet to the North-South 1/4 line; thence South 01 degrees 17 minutes West along the North-South 1/4 line 359.3 feet to the centerline of Hogsback Road; thence South 45 degrees 01 minutes East 413.5 feet to the point of beginning.

Permanent Property No. 33-25-05-25-453-001 (the “Property”).

in consideration of One and 00/100 Dollar (\$1.00).

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

**GRANTOR:**

**Delhi Charter Township Downtown Development Authority, a Michigan municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

C. Howard Haas

Its: Executive Director

Acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by C. Howard Haas, Executive Director, Delhi Charter Township Downtown Development Authority, a Michigan municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

\_\_\_\_\_(Signature)  
\_\_\_\_\_(Printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## QUIT CLAIM DEED

Delhi Downtown Development Authority, a municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "Grantor") quit claims to DTN Management Co., a Michigan corporation, whose address is 2502 Lake Lansing Road, Suite C, Lansing, Michigan 49012 (the "Grantee"), for real property located in the Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

That part of an existing parcel in the East 1/2 of the Southwest 1/4 of Section 25, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as commencing at the intersection of the North-South 1/4 line with the Northerly right of way line of Cedar Street; thence North 45°01' West, along said right of way line, 250 feet to the point of beginning; thence North 1°30' East, 295 feet; thence North 36° West, 430 feet; thence North 31° West, 740 feet to the Northerly line of said existing parcel; thence South 67°05'10" West, 325 feet; thence Southeasterly, along the Northerly right of way line of Cedar Street, to the point of beginning.

More particularly described as: A parcel of land on part of the East 1/2 of the Southwest 1/4 of Section 25, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as commencing at the South 1/4 corner of said Section 25; thence North 01°17'00" East 1006.54 feet along the North-South 1/4 line to the North right of way line of Cedar Street, being 150.00 feet perpendicular to the Southbound centerline of said Cedar Street; thence along said right of way line, North 45°01'00" West 250.00 feet to the point of beginning; thence North 01°30'00" East 295.00 feet; thence North 36°00'00" West 430.00 feet; thence North 31°00'00" West 740.00 feet; thence South 67°05'10" West 276.26 feet to the North right of way line of said Cedar Street, being 110.00 feet perpendicular to the Southbound centerline of said street; thence along said right of way line the following four courses: Southeasterly 1233.74 feet along the arc of a 3709.83 foot radius curve to the left, whose chord bears South 33°37'01" East 1228.06 feet to the South line of the North 1/2 of the Southwest 1/4 of said Section 25; thence along said line South 88°47'42" East 56.23 feet; thence Southeasterly 80.63 feet along the arc of a 3669.83 foot radius curve to the left, whose chord bears South 44°23'14" East 80.63 feet; thence South 45°01'00" East 124.54 feet to the point of beginning.

Permanent Property No. 33-25-05-25-326-007 (the "Property").

in consideration of One and 00/100 Dollar (\$1.00).

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

**GRANTOR:**

**Delhi Downtown Development Authority, a municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

C. Howard Haas

Its: Executive Director

Acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by C. Howard Haas, Executive Director, Delhi Downtown Development Authority, a municipal corporation, aka Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## QUIT CLAIM DEED

Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the “Grantor”) quit claims to DTN Management Co., a Michigan corporation, whose address is 2502 Lake Lansing Road, Suite C, Lansing, Michigan 49012 (the “Grantee”), for real property located in the Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

The East 1/2 of the Southwest 1/4 of Section 25, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, lying Northeasterly of Cedar Street right of way. EXCEPT: Beginning at the intersection of the centerline of Hogsback Road and the North-South 1/4 line of Section 25, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; thence North 01°17' East on the 1/4 line 95.53 feet; thence South 44°59' West 69.07 feet to said centerline; thence South 45°01' East on the centerline 66 feet to the point of beginning. ALSO EXCEPT: Commencing at the South 1/4 corner of Section 25, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; thence North 01°17'00" East on the North-South 1/4 line 1006.54 feet to the right of way line of Cedar Street; thence North 45°01' West on the right of way line 250 feet to the point of beginning; thence North 01°30' East 295 feet; thence North 36° West 430 feet; thence North 31° West 740 feet; thence North 67°05'10" East 48.74 feet; thence North 22°54'50" West to the East-West 1/4 line; thence West on the East-West 1/4 line to the right of way line of Cedar Street; thence Southeasterly on said right of way to the point of beginning.

Permanent Property No. 33-25-05-25-326-008 (the “Property”).

in consideration of Thirty Thousand and 00/100 Dollar (\$30,000.00).

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

**GRANTOR:**

**Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

C. Howard Haas

Its: Executive Director

Acknowledged before me in Ingham County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by C. Howard Haas, Executive Director, Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## QUIT CLAIM DEED

Louis J. Eyde Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest, and Uppal Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest, and Kuschinski Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest (collectively, the “Grantors”) quit claim to Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the “Grantee”), for real property located in the Township of Delhi, County of Ingham, State of Michigan, legally described as follows:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, bounded on the East by the section line, on the North by the East-West 1/4 line, on the West by the Cook-Thorburn Drain, as surveyed by the County Surveyor, and the Hogsback Road, and on the South by the East and West 1/8 line, more particularly described as follows: Beginning at the East 1/4 corner of said Section 23, Town 3 North, Range 2 West; running thence South 1320.5 feet on the section line; thence West 49.5 feet on the 1/8 line to the centerline of Hogsback Road; thence Northeasterly on said centerline of road on a curve to the left, whose radius is 440.8 feet and whose chord bears North 30 degrees 04 minutes West, 138.4 feet to a point of tangency; thence North 38 degrees 25 minutes West, 210 feet on said centerline of road to its intersection with centerline of the Cook-Thorburn Drain; thence along said centerline of drain, North 24 degrees 17 minutes East, 56.4 feet; thence North 11 degrees 30 minutes West, 268 feet; thence North 18 degrees 10 minutes West, 453 feet and North 12 degrees 40 minutes East, 300 feet to the East-West 1/4 line; thence South 89 degrees 50 minutes East, 365 feet to the Point of Beginning.

Permanent Property No. 33-25-05-23-400-006 (the “Property”).

in consideration of One and 00/100 Dollar (\$1.00).

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

**GRANTORS:**

**Louis J. Eyde Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Louis J. Eyde Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Uppal Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Uppal Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Kuschinski Delhi, LLC, a Michigan limited liability company, as to an undivided 25% interest**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_, Louis J. Eyde Delhi, LLC, a Michigan limited liability company, as to an undivided 50% interest

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575