

**DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**Meeting Location – Community Services Center Board Room**

**2074 Aurelius Road, Holt, MI**

**Tuesday, April 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 February 16, 2016**

**Business**

1. Approve Tax Sharing Agreement with Ingham County
2. Approve Sale and Escrow Agreement for Property Located at 4184 Willoughby Road
3. Approve Sale of Property to Green Harbor Property, LLC

**Late Agenda Item**

4.

**Reports**

5. Executive Director
6. Farmers Market
7. Marketing Committee
8. Planning Commission
9. Supervisor
10. Treasurer
11. 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 FEBRUARY 16, 2016**

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The Downtown Development Authority met Tuesday, February 16, 2016 in a regular meeting at the DDA Offices, 2045 Cedar Street, Holt, Michigan. Chairperson Leighton called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited.

**MEMBERS PRESENT:** Kim Cosgrove, Tim Fauser, Brian Houser, David Leighton, Steven L. Marvin, Tonia Olson

**MEMBERS ABSENT:** Harry Ammon, C.J. Davis, Nanette Miller

**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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**Olson moved, Cosgrove supported, to approve the regular meeting minutes of January 26, 2016.**

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Ammon, Davis, Miller

**MOTION CARRIED**

**BUSINESS**

**APPROVE PURCHASE OF PROPERTY LOCATED AT 2230 CEDAR STREET**

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Executive Director Haas reviewed his memorandum dated February 11, 2016 and offered background on the potential purchase.

**Olson moved, Marvin supported, to approve the purchase of property located at 2230 Cedar Street in the amount of \$140,000.00, contingent upon the review of all current leases and the results of the Environmental Assessment. It was further moved to authorize Executive Director Haas to execute the deed for the same.**

A Roll Call Vote was recorded as:

Ayes: Cosgrove, Fauser, Houser, Leighton, Marvin, Olson

Absent: Ammon, Davis, Miller

**MOTION CARRIED**

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 16, 2016**

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**FARMERS MARKET 2015 REPORT**

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Farmers Market Manager Chuck Grinnell delivered the 2015 Annual Report to the Board (Attachment A). There was a discussion on ways in which to make the Market self-sustainable financially.

**REPORTS**

**Executive Director**

Mr. Haas reported on his meeting with the developer of the Willoughby Road property and the Cedar Street Corridor meetings.

**Advertising & Marketing Committee**

Mr. Leighton reported that Holt Public Schools is working with Blohm Creative Partners to bring the printed version of its RAM Quarterly publication to an end in August of this year. This publication will be combined with DDA and Township publications in electronic format in the future. The lights, solar panels, and batteries for the Township entry signs have been removed for servicing.

**Planning Commission**

Ms. Olson reported that the Planning Commission has approved the site plans for the gas station/convenience store located at the corner of Holt and Aurelius Roads and the O'Reilly Auto Parts store.

**Supervisor**

In the absence of the Supervisor, there was no report.

**Treasurer**

None.

**Members**

None.

**Limited Comments**

None.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP  
DOWNTOWN DEVELOPMENT AUTHORITY BOARD  
MINUTES OF REGULAR MEETING HELD ON FEBRUARY 16, 2016**

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**ADJOURNMENT**

The meeting was adjourned at 7:12 p.m.

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Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

## **2015 HOLT FARMERS MARKET ANNUAL REPORT**

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The market officially went year 'round in 2015 and was open every Saturday, with the exception of two holiday closures on November 28<sup>th</sup> and December 26<sup>th</sup>. Market visitor attendance ranged from 500 to 800 during peak produce season. Outdoor musical entertainment was provided from May through October, weather permitting. The market participated in the Holt Hometown Festival with kid's activities and special entertainment, in addition to a pumpkin decorating contest in October.

Debit/credit token sales totaled \$32,337, up approximately 63% from 2014. EBT/SNAP token sales reached \$5,690, an increase of approximately 16% from 2014. Vendors reported an average increase in sales of 21% from their previous year.

Holt Farmers Market participated in the "Double Up" program (DUFEB) again in 2015. This program allows EBT/SNAP customers to double their fruit and vegetable purchasing power, and allows those customers to spend their regular EBT/SNAP dollars on other products not covered by the DUFEB program. This program is administered by the Fair Food Network and provides the funding for these token sales. Our initial grant was in the amount of \$1,500. In October, several markets were invited to pilot an extended DUFEB season. (The regular season is typically over the end of October.) Our market participated in this extended season and received an additional \$1,500 for these token sales to finish out the year. Our total DUFEB token sales for 2015 reached \$3,154, up approximately 30% from the previous year.

Returning anchor vendors included Aggie Mae's Bakery, Crisp Country Acres, Greenman Produce, Lonesome Pines Beef, Otto's Poultry, and Rowes Farm Market. Our vendor lineup also included a variety of cottage food vendors, artisan/crafters and ready-to-eat food vendors.

The market continued weekly email outreach to approximately 150 subscribers. Three vendor volunteers assisted in keeping Facebook current and updated through the year.

The market again served as a Delhi Township Voting Precinct for 2015 elections. The Lions Club also utilized the market for their annual Easter Lily fundraising. The Boy Scouts and Girl Scouts also sold popcorn and cookies on various Saturdays throughout the year.

### **New in 2015**

- Holt High School students painted two wall murals, one of vegetables and one of a farm scene. The murals were installed at the market.
- Six security cameras and monitor were installed, providing indoor and outdoor surveillance.
- Flat screen television and BrightSign (media player) equipment was donated by Leightronix of Mason. The television was installed and the BrightSign message board operates during every market and features products, events, entertainment and more.
- Magic shows for the children have occurred on numerous Saturdays, featuring "Mystic Willow" – the daughter of our honey vendor, Willow Blossom Farms. These have been very popular with children and adults alike.

## **2015 HOLT FARMERS MARKET ANNUAL REPORT**

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### **New in 2015 (continued)**

- Kitchen Demonstrations continued throughout the year. These demos were provided by HFM volunteers and vendors and featured instructions, sampling and recipes.

### **2015 Inventory**

An inventory of items located at the HFM is attached part of this summary, and are considered the property of the Delhi Township Downtown Development Authority. This inventory does not include decorative items, farmer-owned tables, and coolers. See Pages 3 and 4 for detailed inventory. Note: The basement of the building is being used as additional storage for the Senior Center.

### **Focus on 2016**

- Collect debit/credit card processing fees from vendors.
- Develop and implement market fundraising initiatives to ensure the market's longevity and sustainability. These initiatives may include sponsor advertising banners for display in the market, monetary and equipment donations, community dinners, etc.
- Identify possible partnership opportunities with food bank.
- Expand outreach to seniors and EBT customers.
- Continue to work on enhancements for the website, i.e., vendor information, sponsor listings, cooking demonstration videos, recipes, etc.
- Develop and implement initiatives promoting winter markets to increase SNAP sales, vendors, customer appreciation and attendance, etc.

### **As Your Market Manager**

The market continues to develop a life of its own and is definitely a "fixture" in our community. It is becoming easier each Saturday to spot the "first time" market visitors since we have such a devoted and regular customer base. Our vendor roster is strong and offers an impressive and dependable variety of core products including produce, poultry, beef, breads and more. We have also become home to some great ready-to-eat vendors offering everything from gourmet hotdogs, authentic Mexican and Chinese, to French pastries and more. The sights and sounds inside and outside the Holt Farmers Market on any given Saturday is a great example of our community's health, happiness and well being.

## 2015 HOLT FARMERS MARKET ANNUAL REPORT

### INVENTORY

<u>Quantity</u>	<u>Item</u>
1	NEW Security System (6 cameras and monitor)
1	NEW Flat screen television
1	NEW BrightSign module
1	NEW Lighted Open Sign
1	NEW Large Beverage Cooler
1	NEW Small Beverage Cooler
2	NEW Metal Display Shelving
1	Wooden Display Cart
3	Decorative Milk Cans
1	Beverage Cooler
1	Lot miscellaneous items for sale (market booth)
1	Modular Demonstration Kitchen: (1) Stove/oven unit; (1) Sink/water unit; and (1) Prep unit
1	Lot pots, pans, utensils
2	Composting units
4	33 gallon Recycling containers
1	Small Used PA System w/microphone
2	White Tents 20 x 30 complete w/poles
1	Brother 7460 Copier/Printer
1	Credit Card Processing Machine
2	Patio Umbrellas
2	Patio Umbrella Stands
6	33-gallon Brute Trash Cans w/Lids
1	Snow Shovel
1	Ice Melt
5	Picnic Tables
1	RCA Stereo System
1	Dolly
2	100' Rubber Hose
1	Eureka Vacuum Cleaner
1	Mop Bucket/Squeegee
1	14' Stepladder
1	12' Stepladder
2	Large Floor Pedestal Fans
1	American Flags w/Poles
9	Clamp-on Lights
2	25' Extension Cords
Asst	Brooms & Mops
1	Desk, Desk Lamp & Chair
Asst	Cleaning Supplies
Asst	Paper Products
1	Carton Market Bags
12	Market Aprons
1	2 x 5 "OPEN" Banner
1	Business Showcase Sign
1	A-Frame Crafts & Farm Market Sign
10	Wet Floor/Safety Signs
16	4-foot Folding Tables
32	8-foot Folding Tables
24	Metal Folding Chairs
9	Large Black Door/Floor Mats
2	Wall clocks
2	Fire Extinguishers
3	74 oz. Coffee Holder
1	12.5 gallon Shop Vac Pro

## 2015 HOLT FARMERS MARKET ANNUAL REPORT

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### INVENTORY (continued)

<u>Quantity</u>	<u>Item</u>
1	5-gallon Ace Floor Wax
1	V-Tech Answering Machine & Phones System
4	Outdoor Large Flower Pots
3	Power strips
1	Toolbox
2	100-foot Food Service White Hose
1	Heart Defibrillator
2	Swoofer Flags and Stands

#### STORED IN BASEMENT

Asst      Round banquet tables, chairs, miscellaneous from Senior Center





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

April 18, 2016

To: DDA Board Members

From: C. Howard Haas, Executive Director

A handwritten signature in black ink, appearing to read "C. Howard Haas", is written over the printed name.

Re: Tax Sharing Agreement Between the DDA and Ingham County

At its February 23, 2016 meeting, the Ingham County Board of Commissioners approved the Tax Sharing Agreement between the DDA and Ingham County. 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 Ingham County.

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 Ingham County.**

**FEBRUARY 23, 2016 REGULAR MEETING**

**ADOPTED - FEBRUARY 23, 2016  
AGENDA ITEM NO. 11**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO NEGOTIATE A TAX SHARING AGREEMENT WITH DELHI CHARTER  
TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION # 16 – 057**

WHEREAS, the Delhi Township Downtown Development Authority (DDA) was incorporated in 1987 pursuant to the Downtown Development Authority Act (MCL 125.1651 *et seq.*) (the Act); and

WHEREAS, the DDA is permitted by the Act to capture certain tax revenue from various taxing authorities which are authorized to levy taxes on property within the established downtown district; and

WHEREAS, Ingham County 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 a Tax Sharing Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Tax Sharing Agreement between the Delhi Charter Township Downtown Development Authority and The County of Ingham following parameters established by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

**COUNTY SERVICES: Yeas:** Koenig, Celentino, Bahar-Cook, Tsernoglou, Hope, Maiville  
**Nays:** None **Absent:** Nolan **Approved 1/19/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, Crenshaw, Anthony, Schafer, Case Naeyaert  
**Nays:** None **Absent:** McGrain **Approved 2/17/2016**

Adopted as part of the consent agenda.

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

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY, whose address is 4415 W. Holt Road, Holt, Michigan 48842 (the "DDA") and THE COUNTY OF INGHAM, whose address is Courthouse, Mason, Michigan 48854 (the "County").

**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 County 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 County 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 County 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 County.

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 County.

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

**COUNTY OF INGHAM**

By:   
Kara Hope  
Its: Chairperson, Board of Commissioners

**ACKNOWLEDGMENT AND AGREEMENT  
OF DELHI CHARTER TOWNSHIP**

Delhi Charter Township herewith acknowledges that its Township Board, its governing body and the "governing body of the municipality" as defined in the Act, has certain oversight authority over the Delhi Charter Township Downtown Development Authority and its development and tax increment financing plan. Delhi Charter Township, by execution of this Agreement, covenants and agrees to be bound by the terms of this Agreement, and that no modification or amendment of the Development or Tax Increment Financing Plan relating to the tax sharing provisions of Paragraph 2 above shall be adopted without the consent of the County.

**DELHI CHARTER TOWNSHIP**, a Michigan  
municipal corporation,

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

*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

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

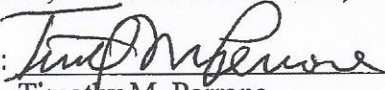
By:   
Timothy M. Perrone

Exhibit A:  
DDA Development Plan and Tax Increment Financing Plan



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April 18, 2016

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Willoughby Estates Sale and Escrow Agreement

In December 2013, Delhi Township received a gift of land consisting of 3 parcels on Willoughby Road, the former Décor Precast sight (33-25-05-11-452-001; 004; and 005, totaling approximately 40 acres). In November 2014, the Township deeded these 3 parcels to the DDA for possible future redevelopment. The site was known to be contaminated. Over the course of the past several months, I have met with Scott Wieland regarding the purchase, clean-up, and redevelopment of this site. The end result of these meetings is Willoughby Estates, a Planned Unit Development consisting of high-end rental units.

I have asked our attorney, Gordon Van Wieren, to prepare an Escrow Agreement for the sale of these 3 parcels and have attached it for you review. This is the first step in returning this site to the tax roll. Upon the completion of a Development Agreement in which the number and type of units is clearly identified, we will move forward with the sale.

Later this evening, the Brownfield Plan will be discussed for this site.

**RECOMMENDED MOTION:**

**I move to approve the sale and Escrow Agreement among the Delhi Charter Township Downtown Development Authority, Willoughby Estates, LLC, and Transnation Title Company.**

## **ESCROW AGREEMENT**

This Escrow Agreement (the "Agreement" or this "Agreement") is entered into the \_\_\_ day of April, 2016 (the "Escrow Date") among Delhi Charter Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the provisions of the Downtown Development Authority Act, MCL 125.1151, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "Seller") and Willoughby Estates, LLC, a Michigan limited liability company, whose address is 1300 Holt Road, Mason, Michigan 48854 (the "Purchaser") and Transnation Title Company, whose address is 1675 Watertower Place, East Lansing, Michigan 48823 (the "Escrow Agent") (individually, a "Party" and collectively, the "Parties").

### **INTRODUCTORY STATEMENTS**

A. On the same date that this Escrow Agreement is executed, Seller and Purchaser executed certain real estate closing documents (the "Closing Documents") and funds for various closing fees (the "Closing Fees") providing for the close of the sale by the Seller and purchase by the Purchaser of real property located on Willoughby Road within the Charter Township of Delhi, Ingham County, Michigan (the "Property").

B. The release of the Closing Documents and Closing Fees will be subject to the satisfaction of the contingencies contained in this Agreement.

C. The Escrow Agent is willing to hold the Closing Documents and Closing Fees in escrow on the terms and conditions set forth in this Agreement.

### **AGREEMENT**

In consideration of the Introductory Statements above and the promises and provisions set forth in this Agreement, Seller, Purchaser and Escrow Agent agree:

1. Closing Date. When the Agreement is executed, Seller shall deliver the Closing Documents and Closing Fees to Escrow Agent, who shall hold the Closing Documents and Escrow Fees pursuant to the terms of this Agreement. Any and all of the Escrow Agent's transfer costs, fees, and expenses shall be paid by Purchaser.

2. Establishment of Escrow. The Escrow Agent agrees to accept and hold the Closing Documents and Closing Fees and to release the Closing Documents and Closing Fees in accordance with the terms of this Agreement.

3. Satisfaction of Contingencies. Purchaser and Seller agrees that Escrow Agent shall hold and release the Closing Documents and Closing Fees only upon written confirmation by both Purchaser and Seller that all zoning, environmental, financing, and tax credit approvals have been received in order to permit Purchaser to construct the agreed to project on the Property.



4. No Judgment to be Exercised by Escrow Agent. In no event shall Escrow Agent be deemed or required to make any independent judgment as to whether or not a default exists in this Agreement.

5. Termination of Escrow. In the event Escrow Agent does not receive written confirmation from both Purchaser and Seller that the contingencies described in Paragraph 3, above, have been satisfied within ninety (90) days from the Escrow Date, the escrow created in this Agreement shall terminate after the Parties have paid to the Escrow Agent all amounts for which they are responsible and at such time as Escrow Agent does not hold any Closing Documents or Closing Fees.

6. Investment of Escrowed Funds. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant to this Agreement.

7. Interpleader Action. In the event of a dispute under this Agreement, Escrow Agent may without further notice to the Parties, interplead the Closing Documents and Closing Fees into a court of competent jurisdiction at the expenses of Purchaser and Seller for a determination by the court of the rights of the respective parties in and to escrowed funds. At such time, Escrow Agent is absolved of any further responsibility or liability as Escrow Agent under this Agreement.

8. Release of Escrow Agent. Upon releasing the Closing Documents and Closing Fees as required herein, Escrow Agent shall be released from any further liability hereunder, it being expressly understood that liability is limited by the terms and provisions set forth as such capacity of a depository and is not, as such, responsible or liable for the sufficiency, corrections, genuineness, or validity of the instruments or funds submitted to it.

9. Liability. Except in the instance of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the Party or Parties entitled thereto, of the Closing Documents and Closing Fees.

10. Indemnity. To the extent permitted by law, Purchaser and Seller agree to indemnify and hold harmless Escrow Agent for any loss or damage sustained by Escrow Agent, including but not limited to, reasonable attorneys' fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not the result of Escrow Agent's gross negligence or willful misconduct.

11. Notices. All notices required herein shall be in writing. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient Party at the address shown for such Party in the Agreement.

12. Rights in Property. During this Agreement's term, it is agreed that this Agreement and the Closing Documents and Closing Fees held under it are not intended to insure to the benefit of or be attachable by creditors Purchaser or Seller, nor shall any interest in this Agreement or Closing Documents and Closing Fees be subject to any anticipation or voluntary or involuntary assignment through any legal or equitable process.

13. Execution of Supplementary Documents. The Parties agree, on the request of any other Party, to execute any agreements, documents, or instruments consistent with this Agreement that are necessary to consummate the transactions contemplated by the Agreement.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, including electronic or facsimile signatures, each of which shall be taken to be an original.

In the presence of the witnesses below, the Parties have signed this Agreement on the Escrow Date listed on the first page of this Agreement.

**WITNESSES:**

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

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

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

**PURCHASER: Willoughby Estates, a Michigan limited liability company**

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

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

**ESCROW AGENT: Transnation Title Company**

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

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



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April 18, 2016

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Sale of Property to Green Harbor Property, LLC

On April 11<sup>th</sup>, I met with a developer/builder and representatives of Green Harbor Property, LLC, a China based vitamin, supplements, and tea company. The company is looking to expand its North American market and is interested in 5 acres of our 37 acre parcel on Holloway Drive and Holt Road. I have attached some general information about the company and two potential layouts for their proposed facility.

Upon the completion of an Industrial Development Agreement that specifies the square footage of the facility and the number of jobs to be created, I would like to move forward with the sale of property.

**RECOMMENDED MOTION:**

**I move to approve the sale of approximately 5 acres of land located on Holloway Drive at Holt Road to Green Harbor Property, LLC.**

**Lori Underhill**

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**From:** Jbiersbach [jbiersbach@aol.com]  
**Sent:** Monday, April 11, 2016 2:24 PM  
**To:** Lori Underhill  
**Subject:** Fwd: Tea Plant  
**Attachments:** image001.png; ATT00001.htm; Option 2.pdf; ATT00002.htm; Option 1.pdf; ATT00003.htm

Sent from my iPad

Begin forwarded message:

**From:** Mark Soehnlen <[mas@structuraltd.com](mailto:mas@structuraltd.com)>  
**Date:** April 11, 2016 at 2:15:34 PM EDT  
**To:** "jbiersbach@aol.com" <[jbiersbach@aol.com](mailto:jbiersbach@aol.com)>  
**Subject:** Tea Plant

Joe,

Here are some options for the site development for the Tea Plant. Option 1 –(4.48 AC) shows the ability to have expansion and Option 2 is (3.18 AC). If you were to store trucks on site I would not go less than 5.0 acres. Hopefully this helps in your discussions, and I apologize for the delay.

Thanks

Mark Soehnlen NCARB  
*Principal*

[www.structuraltd.com](http://www.structuraltd.com)

t. 330.253.6950  
f. 330.253.6955  
c. 330.592.2934  
e. [mas@structuraltd.com](mailto:mas@structuraltd.com)

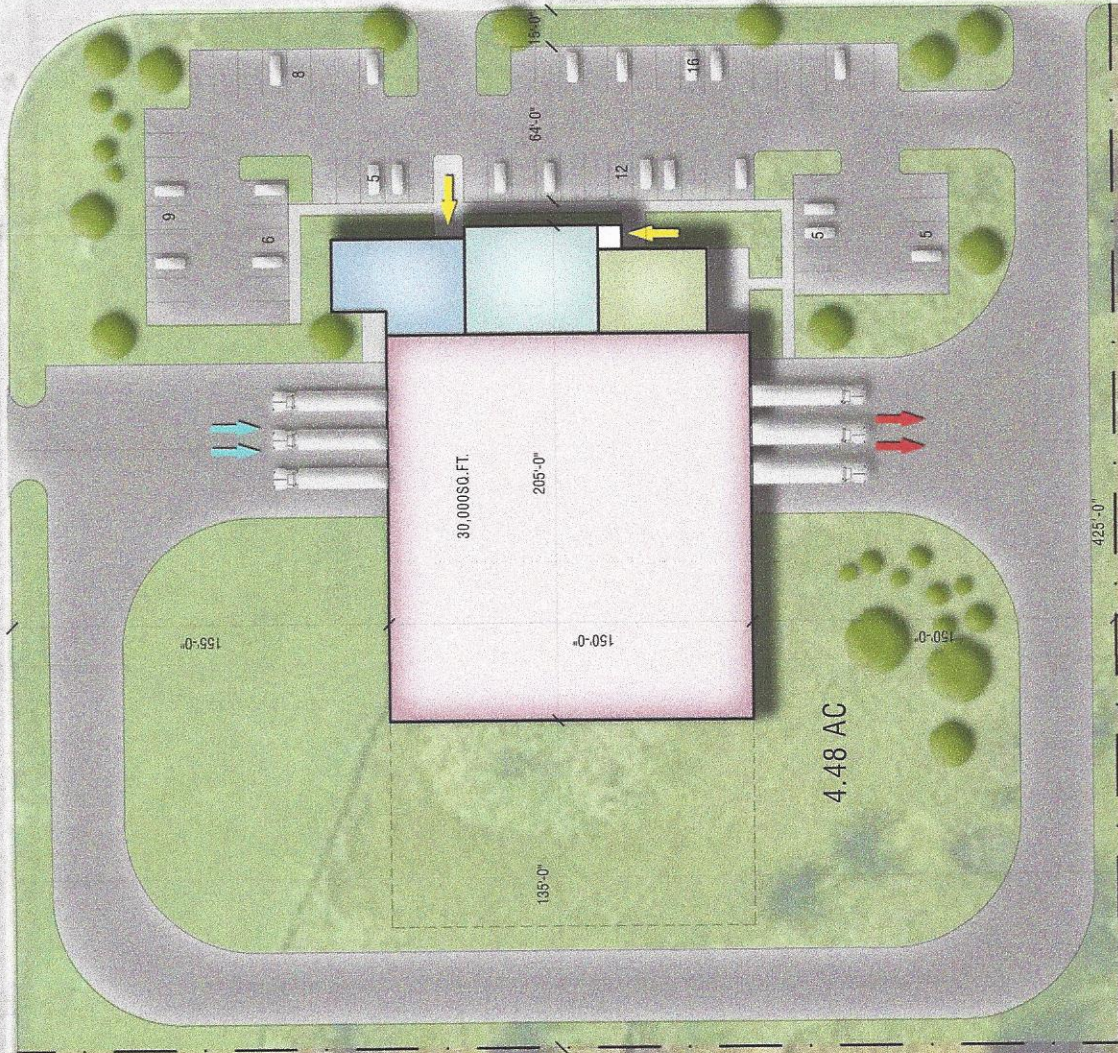
# Proposed Michigan Tea Option 1

## DESCRIPTION

## AREA ALLOCATION

## LEGEND

- PLANT
- EXECUTIVE OFFICE
- EMPLOYEE WELFARE
- MECHANICAL



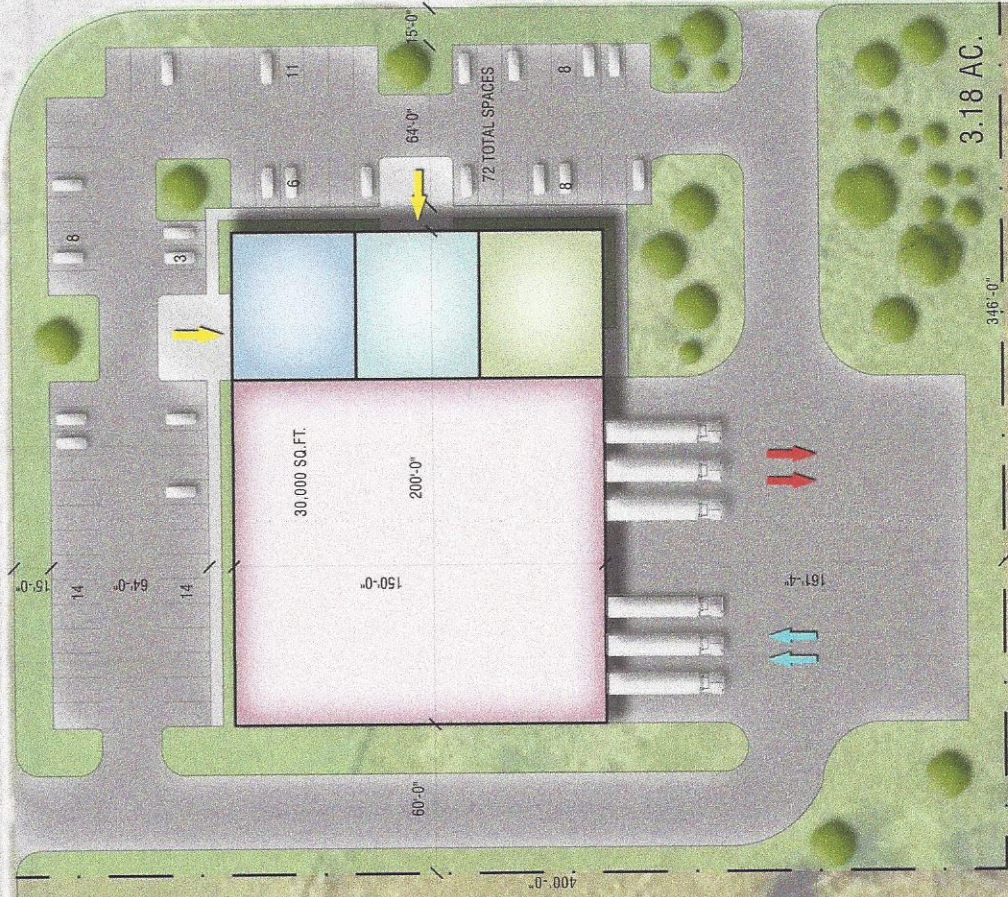
# Proposed Michigan Tea Option 2

## DESCRIPTION

## AREA ALLOCATION

## LEGEND

- PLANT
- EXECUTIVE OFFICE
- EMPLOYEE WELFARE
- MECHANICAL





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Green World is a transnational of companies engaging itself in scientific research and development, manufacturing of pharmaceuticals, herbal medicine and herbal cosmetics of a complete systems-oriented nature based on the cutting-edge researches in nutrition, herbalism and Traditional Chinese Medicine (TCM). Then Dr. Deming Li and her scientists team were determined to take the herbal systems especially the traditional Chinese herbal systems and the outcome of her scientific research and to introduce these wonderful herbal treasures to everyone, everywhere in the world.

Guided by the corporate mission Green World set up the new health products manufacturing facility and a Traditional Chinese Medical (TCM) Center in Tianjin, the largest coastal opening city in Northern China along the Bohai Bay to the West of the Pacific

Ocean in consideration of the fact that China is becoming an up- surging economic power and most importantly, China is the soil which nurtured and contributed the treasure of Chinese medicine to the whole world. Fully prepared and equipped, World (Tianjin) Nutrition and Health Products Co., Ltd. was formed and now the Green World is extending its businesses to medical equipment, herb cultivation, international trade, investment and capital operation and advertisement, etc. it is a well-organized organization with over 50 subsidiary companies all over the world run by highly professional management team with the prestigious world-level scientists and research fellows on board.



## Green World People

The review and new subjects of Green World  
if you have any question, welcome to contact us.



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### Dr. Deming Li

PhD in Microbiology at Cornell University, USA

Post Doctorate of University of Wisconsin, USA

Won numerous technology progress awards above the provincial level and declared lots of national patents.

Young Scientist of Jiangsu Province

Vice-chairman of Tianjin Health Association Council

Elected as Deputy Director of the China Health Food Association

Engaged as visiting professor of Nanjing Agricultural University

Deputy Director of Nanjing Agricultural University Organic Agriculture and Organic Food Research Institute

President of Green World.

### Mr. David L. Zhang

Master Degree, MBA

He joined in Green World in 2006 and cultivated an excellent management team. Led by him, Green World successively developed the market of 22 countries and regions in Africa, which has laid solid foundation for the development of Green World in Africa.

Designer of Green World strategic planning who has made great contribution in terms of corporate development and marketing network construction. Author of English Word Origin

Interviewed by Mr. Gorbachov, former President of USSR

Has served as the president assistant, general manager of branches and regional president of a well-known enterprise.

Now served as vice-president of Green World and president of Green World African region







### **Mr.Yanguo Chen**

Bachelor's Degree, Professional Manager. He stepped in marketing management industry in 1999 and has rich experience in international enterprise management

Joined in Green World in 2010. Led by him, Green World rapidly marched toward over 10 countries and regions of Eurasian Region. He has made great contribution to the development of Green World in Eurasian Region.

Interviewed by Mr. Gorbachov, former President of USSR twice

Has served as a well-known enterprise's general manager of Eastern Eurasian Region and Central Asian Region and the vice-president of Eurasian Region.

Now served as vice-president of Green World and president of Green World Eurasian Region

# Company Products --Green World

## I Green World Chinese herbal products and supplementary products

Green World is the marriage of the entrepreneurship and academic achievement of a team of high-caliber executive staff, who blends the art of compatibility of nutritional herbs into high-tech of mass production.

Because the products of Green World make great contributions to human health, they obtain honors continuously from domestic and foreign authoritative academies. These honors are attributable to the wide use of Chinese medical theories in China and foreign countries. In practice, Green World always seeks perfection. The company implements standard operation flows strictly and obey the operation practices of GAP (Good Agricultural Practice), GEP (Good Extracting Practice), GMP (Good Manufacturing Practice), GLP (Good Laboratory Practice), GCP (Good Clinical Practice), and GSP (Good Supplying Practice). At the same time, it requires its 200 suppliers and cooperation partners to comply with the above practices strictly.

## II Green World cosmetics

Green World has one rapidly developing cosmetic production line. The recipe, package and overall effect of the cosmetics make Green World cosmetics become the most popular cosmetic brand in China. The biggest advantage of its cosmetics is the use of natural herbal essences which are harmless to the skin. The company spends several years researching, developing and testing the products and can guarantee their quality. Moreover, the development of products is finished by experienced marketing staffs and experts in this field. The research and recipe of Green World cosmetics are of leading technologies. Before new products come to markets, they are examined by clinical tests and consumers. Their credibility is recorded in documents. The products will care your skin gently and their effects and quality are guaranteed. The company conducts strict tests such as dermatosis test, allergenic test, eye test and anti-acne test before, during and after cosmetic production. The company also produces skin care products, hair care products, cosmetics, detergents, sanitary pantyliner and napkins with herbal essences which can care female health in an all-round way.

Because of the pursuance of high quality, Green World products enjoy a high reputation all over the world. Green World is gaining popularity in South Asian, African, European and domestic markets. It has dozens of branch companies overseas and founds large international marketing networks. The marketed products consist of five categories including health products, beautifying products, personal care products, household articles and medical equipment, which include more than 1,000 products. The impressive performance greatly encourages the company to expand markets of other countries. And Green World has got ready to exploit international market in an all-round way.

### **III Research and development of new products and marketing networks of Green World**

Green World is converting scientific achievement into productivity. The Company is academically supported by Bioengineering Research Center, Microorganism Research Center, Tumor Research Center, AIDS Research Center, Nutrition Research Center and Chinese Medicine Research Center.

Supported by a strong scientific research team of more than 100 scientists, agriculturists, doctors of traditional Chinese medicine, botanists, and experts, and sufficiently funded, those centers are developing rapidly and make continuous achievements, especially in the aspects of malignant tumors and immunity system. The company brings good news to people suffering malignant tumors and immunity problems.

Green World products are gaining popularity and reputation in Eurasian, Southern and Eastern Asian, Africa and domestic markets. The sales companies established by Green World Group are in charge of exploiting markets of high quality products. At present, Green World has more than 100 agents and retail stores and has a sales team of more than 3,000 people. The sales companies are specially used for managing high quality products marketing and product distribution. Green World has established hundreds of large super markets and shops. Their professional and efficient management win good reputation from wide consumers, so do their products. The flagship products are spirulina and pine pollen products which occupy greatest market shares among those in the same industry.