

## **DEVELOPMENT COOPERATION AGREEMENT AMONG THE CITY OF FREMONT, DAYTON TOWNSHIP AND SHERIDAN CHARTER TOWNSHIP**

This Development Cooperation Agreement is made as of December 29, 2004, among the City of Fremont, a home rule city the principal business address of which is 101 East Main Street, Fremont, MI 49412 ("Fremont"), Dayton Township, a general law township the principal business address of which is 3215 S. Stone Rd., P.O. Box 68, Fremont, MI 49412 ("Dayton") and Sheridan Charter Township, a charter township the principal business address of which is 6525 W. 64<sup>th</sup> St., P.O. Box 53, Fremont, MI 49412 ("Sheridan").

### **RECITALS**

A. The parties desire, through cooperation, to foster quality economic development to benefit their respective communities.

B. The cooperation among the parties is intended to ensure managed and controlled growth; to ensure the availability of certain services needed to accommodate that growth while preserving the environment and protecting the public health, safety and welfare; to contain and minimize sprawl and blight; to limit the adverse effects on residential uses; to preserve farmland and open space; to protect and enhance the property values, tax base, employment and general economic vitality of the greater Fremont community; to preserve and enhance the relationships among the parties by minimizing causes of disputes; to provide for cooperative efforts to further the needs and goals of the parties; to avoid the duplication of certain services; and to otherwise preserve and advance the general welfare of the people of the greater Fremont community.

### **TERMS AND CONDITIONS**

**NOW, THEREFORE**, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

#### **ARTICLE I**

#### **Purpose, Authority, Representations and Findings**

##### **1.1 Purpose.**

(a) **General Framework.** This Agreement is intended to fully address the issues regarding City water, sanitary sewer and other urban services to areas of the townships and the conditional transfer of the property described in this Agreement. In doing so, this Agreement provides for the property described in this Agreement to be addressed in one of two ways, which are generally described as follows but described in more detail in Articles II and III of this Agreement.

(1) First, property which is (a) to be immediately served by city water or sanitary sewer service and (b) is within the Fremont's Growth Area boundary as depicted on the map attached as Exhibit A and as generally described on the attached Exhibit B (the "Growth Area") is to be immediately conditionally transferred to Fremont's jurisdiction (generally, "Phase 1"). This phase is more particularly described and provided for in Article II of this Agreement.

(2) Second, other property within the Growth Area is to be conditionally transferred to Fremont's jurisdiction when there is a request for public water or sanitary sewer services for the property and Fremont has the capability of providing such service, all as more specifically defined and explained in Article III of this Agreement (generally, "Phase 2").

(b) Comprehensive Approach. The parties have found it difficult to deal with development on an *ad hoc* basis. Doing so results in an inability to provide for the coordinated development of the area and to make the best decisions with respect to the sizing and location of infrastructure improvements. It also results in a process that is cumbersome to developers as well as the parties themselves in that it is difficult to deal intermittently with individual parcels because such a piecemeal approach fails to deal with the overall policy and economic impacts upon the parties. It is therefore the intent to minimize, if not all together prevent, future discomfort, delays, frustration and costs suffered and incurred by the parties and by affected property owners, developers and others interested in any of the property addressed by this Agreement.

1.2 Authority. This Agreement is made pursuant to the current provisions of Act 425 of the Public Acts of Michigan of 1984, as amended, MCL 124.21 *et seq.* ("Act 425"), the general authority of each of the parties under the statutes authorizing their organization and existence, and the Fremont City Charter.

1.3 Findings (and Representations). Fremont, by action of its City Council in approving this Agreement, and the townships, by action of their township boards in approving this Agreement, have made the following findings and representations:

(a) Local Units. Fremont, organized and existing as a home rule city under the Home Rule Cities Act, Act 279 of the Public Acts of Michigan of 1909, as amended, MCLA 117.1, *et seq.*, Dayton, a Michigan general law township, organized and existing pursuant to Article VII, Section 17 of the 1963 Michigan Constitution and Revised Statutes of Michigan of 1846, c.16, as amended, MCLA 41.1, *et seq.*, and Sheridan, a Michigan charter township, organized and existing pursuant to Article VII, Section 17 of the 1963 Michigan Constitution and Act 359 of the Public Acts of Michigan of 1947, as amended, MCL 42.1 *et seq.*, are all "local governmental units" as defined by Act 425.

(b) Projects. This agreement is intended to provide the needed utility and other services to enable, encourage or enhance commercial development or redevelopment, the development or redevelopment of residential property, and the protection of the groundwater and surface water by providing public sanitary sewer service to property not currently provided such service. The development or redevelopment is anticipated to include new buildings and other structures or the expansion or renovation of existing buildings and other structures, together with land improvements, machinery, furnishings and equipment suitable, intended for or incidental to such real property improvements. They are therefore "economic development projects" as defined in Act 425.

(c) Considered Factors. The parties have, as required by Act 425, considered certain factors prior to entering into this contract conditionally transferring property, including the following:

(1) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; past and probable future growth, including population increase and business, commercial, and industrial development in the conditionally transferred areas (as described on the attached exhibits); and the comparative data for the townships and the portions of the townships remaining after the transfer of the conditionally transferred areas.

(2) Need for organized community services; the present costs and adequacy of governmental services in the conditionally transferred areas (as described on the attached exhibits); the probable future need for services in the conditionally

transferred areas; the practicability of supplying such services to the conditionally transferred areas; the probable effect of the transfers and of alternative courses of action on the cost and adequacy of services in the conditionally transferred areas and on the remaining portions of the townships; the probable changes in taxes and tax rates in the conditionally transferred areas in relation to the benefits expected to accrue from the transfers; and the financial ability of Fremont to provide and maintain services in the conditionally transferred areas.

(3) The general effect of the conditional transfers upon Fremont and the townships and the relationship of the conditional transfers to any established land use plans.

(d) Public Hearing. Pursuant to Act 425, the Fremont City Council, Dayton Township Board and the Sheridan Township Board held a joint public hearing on October 7, 2004, at 7:00 p.m. regarding the conditional transfer of the property that is the subject of this Agreement and the sharing of revenues as provided in this Agreement, notices of which the public hearing were given in the manner provided by the Open Meetings Act, Act 267 of the Public Acts of Michigan of 1976, as amended.

(e) Majority Vote. The Fremont City Council and each of the township boards have each decided, by majority vote of the members elected and serving on each body, to enter into this Agreement.

(f) Hearings, Notice and No Referendum. Neither the Fremont City Council nor either of the township boards adopted a resolution calling for a referendum on the conditional transfer to be made pursuant to this Agreement. More than 30 days have elapsed since the Fremont City Council and each of the township boards held their public hearings regarding this Agreement and adopted resolutions indicating their intention to enter into this Agreement and none of the clerks for any of the parties has received a petition calling for a referendum on this Agreement or the conditional transfer of property to occur pursuant to this Agreement.

1.4 Townships' Representations Concerning Property for Transfer. Each township represents and covenants that it has not pledged any revenue from and has not represented to any obligees, lenders, bond holders or creditors that it is dependent upon or anticipating any revenue from either the Growth Area to meet any township obligations or any obligations of any entity it created or controls. Each township further represents and covenants that there are no special assessments that have been levied by it against any parcel of property within the Growth Area. Each township also represents that no township created or related entity is collecting tax increment revenues from any property within the Growth Area.

## **ARTICLE II**

### **Phase 1**

2.1 Conditional Transfer of Phase 1 Property. The Phase 1 Property as depicted on the attached Exhibit A and as generally described on the attached Exhibit B is conditionally transferred from the jurisdictions of Dayton and Sheridan to the jurisdiction of Fremont.

2.2 Effect of Transfer. The property transferred to the jurisdiction of Fremont pursuant to this Article II shall, for all purposes, be within the jurisdiction of Fremont. Neither Dayton nor Sheridan shall have any further jurisdiction over such area. Without limiting the generality of Fremont's jurisdiction and the effect of that jurisdiction, the parties wish to emphasize the following:

- (a) Zoning of Transferred Area. Unless and until rezoned, the Phase 1 Property will retain the zoning it had in the Township. Fremont shall have jurisdiction over zoning of, and Fremont's zoning ordinance shall apply to the rezoning of any parcel of the Phase 1 Property.
- (b) Governmental Services. All governmental services available to other property in Fremont shall be provided by Fremont to the Phase 1 Property and its occupants on the same basis and to the same extent as Fremont provides such governmental services within the legal limits of Fremont. Neither Dayton nor Sheridan shall have any obligation to provide any services to the Phase 1 Property or its occupants. The rates, fees and charges, if any, for all such services shall be as established by Fremont as applicable within the legal limits of Fremont.
- (c) Applicability and Enforcement of Ordinances. The Phase 1 Property will be treated as being within the legal limits of Fremont for the purpose of applying and enforcing all ordinances, rules, and regulations. Fremont shall be responsible for enforcing all such ordinances, rules and regulations.
- (d) Provision of Water and Sewer Services. Fremont will provide to the Phase 1 Property City water and sanitary sewer services on the same basis and to the same extent as other property located within the legal jurisdictional limits of Fremont.
- (e) Taxes. For the purposes of all taxation, including, without limitation, *ad valorem* real and personal property taxes, industrial facilities taxes, income taxes, hotel/motel tax, etc., the Phase 1 Property shall be considered as being within the legal limits and jurisdiction of Fremont.
- (f) Special Assessments. The Phase 1 Property shall be within the legal limits and jurisdiction of Fremont for purposes of special assessments.
- (g) Rates, Charges and Fees. All rates, charges, fees, and other costs for governmental services provided to the Phase 1 Property or its occupants shall be calculated, levied, charged, billed and collected on the same basis as all other property within the legal limits and jurisdiction of Fremont.
- (h) Voting. Any persons residing within the Phase 1 Property shall be entitled to vote on the same basis as all other persons residing within the legal limits of Fremont.
- (i) Records Transfers. Each township shall provided Fremont with copies of all tax assessment, zoning, zoning enforcement, voting and other records it has regarding parcels comprising the Phase 1 Property.
- (j) Street Addresses. Fremont may, in its discretion, require that any parcel that is part of the Phase 1 Property convert its address to the city address system.

2.3 Phase 1 Revenue Sharing. Revenues from the Phase 1 Property shall be shared by Fremont and the township from which it was conditionally transferred as follows:

- (a) Formula for Sharing Taxes. Fremont shall levy and collect *ad valorem* real and personal property taxes, industrial facilities taxes, payments-in-lieu-of-taxes, income taxes and any other taxes or revenues-in-lieu-of-taxes from and against the Phase 1 Property at the same rate and in the same manner as it levies and collects such taxes and other revenues throughout Fremont. Fremont shall return to the township from which it was conditionally transferred an amount equal to 2 mills (\$2.00 per \$1,000 of taxable value) levied against the Phase 1 Property and any improvements and personal property located thereon during the calendar years 2005 through 2014, inclusive. Such

an amount shall be paid regardless of whether Fremont chooses not to levy such taxes, refuses to levy such taxes or in any other manner knowingly fails to levy such taxes. Each year, Fremont shall, on September 15 of each year (or, if September 15 is not a City business day because it is a Saturday, Sunday, holiday or some emergency exists, the next City business day thereafter), pay to each township its portion of the collected taxes levied on the summer tax roll and, on May 30 of each year (or, if May 30 is not a City business day because it is a Saturday, Sunday, holiday or some emergency exists, the next City business day thereafter) pay to each township its portion of the taxes received from the county delinquent tax revolving fund. Any amount not paid by Fremont when due shall bear interest at a rate of 1.0% per month until paid. If, subsequent to the payment of such taxes, an owner of any of the Phase 1 Property successfully challenges all or a portion of such taxes, and Fremont is for that or another reason, such as the return of the property for delinquent taxes, required to refund all or a portion of those taxes to the property owner, the county or others, upon notice from Fremont, the Township shall promptly repay Fremont the Township's *pro rata* share of any such tax refund together with the Township's share of any interest due on the tax refund.

(b) Tax Exemptions and Abatements.

(1) General Procedure and Effect. Any provision of the agreement to the contrary, notwithstanding, upon any request for a tax abatement or tax exemption for any portion of the Phase 1 Property, the Fremont City Council shall give to the township from which that property was conditionally transferred, written notice of that request, and of the date and time of the hearing on or consideration of that request. With respect to such abatement and applications therefor, that township shall have rights as if it levied taxes against the parcel(s) subject to the application or abatement. If the Fremont City Council grants the abatement, the parties shall share proportionately in the loss of tax revenues resulting from the abatement or exemption.

(2) Statutory Exemptions. If a tax exemption is required by statute, such as by way of example and not by limitation, for religious, charitable or educational institutions, for hospitals, etc., then the parties will share equally in the effects of such exemption. Said sharing shall be proportionate to the millage agreement as outlined within this Agreement.

(c) Replacement of Property Taxes. If Fremont, because of changes in law, no longer levies the same amount of property tax and receives additional revenues from other sources, such as income taxes, sales taxes, value added taxes, revenue sharing, or other sources of municipal revenues that are in whole or in part received by Fremont and have the effect of replacing the property tax revenues, Fremont shall, within 45 days of the receipt of those other revenues, pay to the township from which that portion of the Phase 1 Property was conditionally transferred a portion of these new revenues equal in proportion to the Township's shared millage rate (*i.e.*, the 2 mills provided in subparagraph (a) above) and Fremont's millage rate immediately before the reduction in Fremont's *ad valorem* property tax receipts from the property conditionally transferred to Fremont as part of Phase 1.

(d) Captured Tax Increment Revenues. Fremont's obligations under this section shall continue even if Fremont does not receive or retain any portion of the collected tax because of the capture of tax increment revenues by a downtown development

authority, local development finance authority, brownfield redevelopment authority, or similar entity.

(e) State and Federal Shared Revenue. Fremont will pay to the township from which the parcel was conditionally transferred as part of the Phase 1 Property a portion of the state and federal revenue sharing funds Fremont receives due to the conditional transfer of that portion of the Phase 1 Property determined by multiplying the number of household on that portion of the Phase 1 Property times 2.7 residents (a negotiated number the parties have determined to use to avoid exacting population counts) times the per capita rate for state or federal revenue sharing that is applicable to the township from which that Phase 1 Property originated. Such amount shall be paid to the Township within 30 days of Fremont's receipt of such funds.

2.4 End of Phase 1. Except for Fremont's obligation to pay to the townships the tax or other funds levied against the Phase 1 Property prior to December 30, 2014, Phase 1 and the obligations under this Article II shall terminate on December 30, 2014 and the Phase 1 Property shall for all purposes be and remain within Fremont's legal limits and jurisdiction. If further action is needed to carry out the intent of this provision, such as consent to the annexation of the Phase 1 Property after December 30, 2014, this Agreement shall constitute such consent and each township covenants that it shall execute such documents as are required to ensure the intent of this provisions is fully implemented.

### **ARTICLE III**

#### **Phase 2**

3.1 Intent. The delayed conditional transfer of the jurisdiction of certain parcels as part of Phase 2 shall occur as provided in this Article III. By this Agreement, the parties are approving the delayed conditional transfer of property pursuant to Act 425 as part of Phase 2. Therefore, no further action of either of the townships shall be required to accomplish any transfer of property under this Article III. However, the transfers for property in Phase 2 shall be delayed until there occurs during the term of this Agreement or any renewal of this Agreement certain events as provided in this Article III of this Agreement. However, if additional documentation is needed, the township from which the affected property is to be conditionally transferred shall execute and deliver any additional documents reasonably needed to accomplish those conditional transfers.

3.2 Triggering Conditions. The conditional transfer of property within the Growth Area depicted on the attached Exhibit A and generally described on the attached Exhibit C to the jurisdiction of Fremont shall be completed upon the occurrence of all of the conditions and events described in the subsections to this section 3.2.

(a) Request for Service. The owner or another person with the consent of the owner of the parcel within the Growth Area submits to Fremont a written request for city water or sanitary sewer service with a copy of that request to the affected township.

(b) Service Can Be Provided. At the time of the written request for city water or sanitary sewer service Fremont's engineers determine such service can reasonably be provided to the property for which Fremont received the written request.

(c) Other Parcels to Be Served. Fremont determines what other parcels within the Growth Area will be served or could be served when water and/or sanitary sewer lines are extended to serve the property for which Fremont received the written request and Fremont also determines it is willing, under the circumstances then existing or under

circumstances Fremont is willing to provide, to construct and/or allow to be constructed such extensions to its water and/or sanitary sewer system(s).

(d) Consent of Property Owners. If the required water and/or sanitary sewer line extension could serve more parcels in the Growth Area than the parcel(s) for which the written request for service was filed, one of the following conditions must exist:

(1) No parcel except the parcel for the written request for service was made as provided in subsection (a) will be specially assessed, will be required to connect to, or will be otherwise required to pay for city water or sanitary sewer service until such time as the owner (or another person with the consent of the owner) makes a written request for service, and only the parcel for the written request for service was made as provided in subsection (a) will be conditionally transferred to the jurisdiction of Fremont.

(2) The owners (or other persons with the consents of the owners) of a majority of the property area that will be served or could be served by the proposed extended city water and/or sanitary sewer lines have joined in a written request for such service as provided in subsection (a). In this situation, all of the property that can be served by the extended lines may be conditionally transferred.

(3) The written request is for property that could be served by an existing city water or sanitary sewer line constructed in response to a previous written request for service under the situation described in paragraph (1) of this subsection (d) but which property has not yet been conditionally transferred to Fremont's jurisdiction.

(4) A written request is made as provided in paragraph (3) of this subsection (d) that, when combined with previously approved requests under that paragraph (3) and the original request under paragraph (1), results in a situation where written requests have been made by the owners (or other persons with the consents of the owners) of a majority of the property area being served or that could be served by the existing city water and/or sanitary sewer line extended in response to the initial service request made pursuant to paragraph (1). In this situation, the jurisdiction of all of the property that could be served by that existing water and/or sanitary sewer line extension initially constructed to provide service to a parcel pursuant to paragraph (1) may be conditionally transferred to Fremont.

(e) Filing. A certified copy of a resolution of Fremont City Council that:

(1) Acknowledges the written request; and

(2) Approves the request; and

(3) Legally describes all of the property within the Growth Area to be conditionally transferred as a result of the request; and

(4) States the date city water or sanitary sewer service will first be provided to that property; and

(5) Refers to this Agreement

is filed together with a copy of this Agreement with the Newaygo County Register of Deeds, the Newaygo County Clerk, the Great Seal Unit of the Michigan Secretary of State, and the clerk of the affected township.

(f) Zoning. Any conditional transfer pursuant to this section shall be completed only if, in Fremont's sole determination, the use or proposed use of the subject property complies with Fremont's zoning ordinance and master land use plan.

3.3 Duration of Transfer. Any conditional transfer of property pursuant to this Article III shall terminate upon the termination of this Agreement or any renewal of this Agreement, or on December 30 of the year that is 10 years after the effective date of the conditional transfer, whichever occurs first. At the end of such transfer, the property shall for all purposes be and remain within Fremont's legal limits and jurisdiction. However, Fremont shall remain obligated to pay to the township(s) from which the property was conditionally transferred the portion of the taxes levied against that property or revenue sharing funds derived from that property at any time prior to December 30 of the year that is 10 years after the effective date of the conditional transfer. Any then existing 10-year revenue sharing payment obligation shall survive the expiration or other termination of this Agreement.

3.4 Effect of Transfer. The property transferred to the jurisdiction of Fremont pursuant to this Article III shall, for all purposes, be within the jurisdiction of Fremont. Neither Dayton nor Sheridan shall have any further jurisdiction over such area. Without limiting the generality of Fremont's jurisdiction and the effect of that jurisdiction, the parties wish to emphasize the following:

(a) Zoning of Transferred Area. Unless and until rezoned, the property conditionally transferred pursuant to this Article III will retain the zoning it had in the township. Fremont shall have jurisdiction over zoning of and Fremont's zoning ordinance shall apply to the rezoning of any parcel of property conditionally transferred pursuant to this Article III.

(b) Governmental Services. All governmental services available to other property in Fremont shall be provided by Fremont to the property conditionally transferred pursuant to this Article III and its occupants on the same basis and to the same extent as Fremont provides such governmental services within the legal limits of Fremont. Neither Dayton nor Sheridan shall have any obligation to provide any services to the property conditionally transferred pursuant to this Article III or its occupants. The rates, fees and charges, if any, for all such services shall be as established by Fremont as applicable within the legal limits of Fremont.

(c) Applicability and Enforcement of Ordinances. Property conditionally transferred pursuant to this Article III will be treated as being within the legal limits of Fremont for the purpose of applying and enforcing all ordinances, rules, and regulations. Fremont shall be responsible for enforcing all such ordinances, rules and regulations.

(d) Provision of Water and Sewer Services. Fremont will provide to property conditionally transferred pursuant to this Article III, city water and sanitary sewer services on the same basis and to the same extent as other property located within the legal jurisdictional limits of Fremont.

(e) Taxes. For the purposes of all taxation, including, without limitation, *ad valorem* real and personal property taxes, industrial facilities taxes, income taxes, hotel/motel tax, etc., property conditionally transferred pursuant to this Article III shall be considered as being within the legal limits and jurisdiction of Fremont.



(f) Special Assessments. Property conditionally transferred pursuant to this Article III shall be within the legal limits and jurisdiction of Fremont for purposes of special assessments.

(g) Rates, Charges and Fees. All rates, charges, fees, and other costs for governmental services provided for to property conditionally transferred pursuant to this Article III or its occupants shall be calculated, levied, charged, billed and collected on the same basis as all other property within the legal limits and jurisdiction of Fremont.

(h) Voting. Any persons residing within property conditionally transferred pursuant to this Article III shall be entitled to vote on the same basis as all other persons residing within the legal limits of Fremont.

(i) Records Transfers. Each township shall provided Fremont with copies of all tax assessment, zoning, zoning enforcement, voting and other records it has regarding property conditionally transferred pursuant to this Article III.

(j) Street Addresses. Fremont may, in its discretion, require that any parcel that is conditionally transferred pursuant to this Article III convert its address to the city address system.

3.5 Phase 2 Revenue Sharing. Revenues from property conditionally transferred pursuant to this Article III shall, during the duration of the conditional transfer, be shared by Fremont and the township from which it was conditionally transferred as follows:

(a) Formula for Sharing Taxes. Fremont shall levy and collect *ad valorem* real and personal property taxes, industrial facilities taxes, payments-in-lieu-of-taxes, income taxes and any other taxes or revenues-in-lieu-of-taxes from and against property conditionally transferred pursuant to this Article III at the same rate and in the same manner as it levies and collects such taxes and other revenues throughout Fremont. Fremont shall return to the township from which it was conditionally transferred an amount equal to 2 mills (\$2.00 per \$1,000 of taxable value) levied against property conditionally transferred pursuant to this Article III, and any improvements and personal property located thereon during the 10 calendar years following the effective date of such conditional transfer. Such an amount shall be paid regardless of whether Fremont chooses not to levy such taxes, refuses to levy such taxes or in any other manner knowingly fails to levy such taxes. Each year, Fremont shall, on September 15 of each year (or, if September 15 is not a City business day because it is a Saturday, Sunday, holiday or some emergency exists, the next City business day thereafter), pay to each township its portion of the collected taxes levied on the summer tax roll and, on May 30 of each year (or, if May 30 is not a City business day because it is a Saturday, Sunday, holiday or some emergency exists, the next City business day thereafter), pay to each township its portion of the taxes received from the county delinquent tax revolving fund. Any amount not paid by Fremont when due shall bear interest at a rate of 1.0% per month until paid. If, subsequent to the payment of such taxes, an owner of any property conditionally transferred pursuant to this Article III, successfully challenges all or a portion of such taxes, and Fremont is for that or another reason, such as the return of the property for delinquent taxes, required to refund all or a portion of those taxes to the property owner, the county or others, upon notice from Fremont, the Township shall promptly repay Fremont the Township's *pro rata* share of any such tax refund together with the Township's share of any interest due on the tax refund.

(b) Tax Exemptions and Abatements.

(1) General Procedure and Effect. Any provision of the agreement to the contrary, notwithstanding, upon any request for a tax abatement or tax exemption for any portion of property conditionally transferred pursuant to this Article III, the Fremont City Council shall give to the township from which that property was conditionally transferred written notice of that request and of the date and time of the hearing on or consideration of that request. With respect to such abatement and applications therefor, that township shall have rights as if it levied taxes against the parcel(s) subject to the application or abatement. If the Fremont City Council grants the abatement, the parties shall share proportionately in the loss of tax revenues resulting from the abatement or exemption.

(2) Statutory Exemptions. If a tax exemption is required by statute, such as by way of example and not by limitation, for religious, charitable or educational institutions, for hospitals, etc., then the parties will share equally in the effects of such exemption. Said sharing shall be proportionate to the millage agreement as outlined within this Agreement.

(c) Replacement of Property Taxes. If Fremont, because of changes in law, no longer levies the same amount of property tax and receives additional revenues from other sources, such as income taxes, sales taxes, value added taxes, revenue sharing, or other sources of municipal revenues that are in whole or in part received by Fremont and have the effect of replacing the property tax revenues, Fremont shall, within 45 days of the receipt of those other revenues, pay to the township from which that portion of the property conditionally transferred pursuant to this Article III was conditionally transferred a portion of these new revenues equal in proportion to the Township's shared millage rate (*i.e.*, the 2 mills provided in subparagraph (a) above) and Fremont's millage rate immediately before the reduction in Fremont's *ad valorem* property tax receipts from the property conditionally transferred to Fremont as part of Phase 2.

(d) Captured Tax Increment Revenues. Fremont's obligations under this section shall continue even if Fremont does not receive or retain any portion of the collected tax because of the capture of tax increment revenues by a downtown development authority, local development finance authority, brownfield redevelopment authority, or similar entity.

(e) State and Federal Shared Revenue. Fremont will pay to the township from which the parcel was conditionally transferred a portion of the state and federal revenue sharing funds Fremont receives due to the conditional transfer of that portion of the property conditionally transferred pursuant to this Article III determined by multiplying the number of household on that portion of the property conditionally transferred pursuant to this Article III times 2.7 residents (a negotiated number the parties have determined to use to avoid exacting population counts) times the per capita rate for state or federal revenue sharing that is applicable to the township from which that Phase 1 Property originated. Such amount shall be paid to the Township within 30 days of Fremont's receipt of such funds. This obligation shall remain in effect for 10 calendar years following the effective date of the conditional transfer of the affected Phase 2 parcel to Fremont's jurisdiction.

## **ARTICLE IV**

### **Other Requirements**

4.1 No Other Annexation or Conditional Transfer. During the term of this Agreement or any renewal of this Agreement, Fremont and its officers and employees acting in their official capacities shall not, without the prior written consent of the affected township following action by its township board, initiate, maintain, encourage, sponsor or otherwise participate in any efforts to annex or conditionally transfer property from the jurisdiction of that township to the jurisdiction of Fremont. If a property owner initiates any such action, Fremont and its officers and employees acting in their official capacities shall maintain a neutral stance with regard to any such actions. If any action is initiated by any person to annex or conditionally transfer any parcel from the jurisdiction of either of the townships to the jurisdiction of Fremont (other than as expressly and specifically provided in this Agreement), the affected township may use a copy of this Agreement as Fremont's stance with respect to any such effort. However, Fremont may annex parcels of property which, due to expiration of the conditional transfers in Phase 1 or Phase 2, no longer have any nexus with the affected township.

4.2 No Detachment. During the term of this Agreement or any renewal of this Agreement, neither township, nor any officers or employees of either township acting in their official capacities shall, without Fremont's prior written consent following action by its City Council, initiate, maintain, encourage, sponsor or otherwise participate in any efforts to detach property from Fremont's jurisdiction to the jurisdiction of that township. If a property owner initiates any such action, the affected township and its officers and employees acting in their official capacities shall maintain a neutral stance with regard to any such actions. If any action is initiated by any person to detach any parcel from Fremont's jurisdiction to the jurisdiction of either township, Fremont may use a copy of this Agreement as the affected township's stance with respect to any such effort.

4.3 Millage Set Aside. During the first 50-year term of this Agreement, or until the expiration of all conditional transfers occurring under this Agreement, whichever occurs, Fremont and each township for which a conditional transfer pursuant to this Agreement is still in effect, shall each set aside from their portions of the taxes collected and revenues shared from parcels conditionally transferred pursuant to Articles II or III of this Agreement, an amount equivalent to 0.5 mill from the affected township and 0.5 mill from Fremont of the total recovered pursuant to this Agreement in separate accounts, which funds shall be pooled and jointly expended on joint recreation, joint master plan, joint street, joint utility or other joint projects and services beneficial to both Fremont and the affected township, as approved by Fremont City Council and the township board of that township. The parties may agree by action of Fremont City Council and the affected townships board to separate disbursement and use of those funds by Fremont and the affected township for their own projects or purposes.

## **ARTICLE V**

### **Term and Termination**

5.1 Term. This Agreement shall terminate at 11:59 p.m. on December 30, 2054. However, either township together with Fremont may, by written notice to the other parties on or before December 30, 2053, renew this Agreement for up to an additional 50 years with respect to any Phase 2 Property remaining within that township. So, this Agreement could be renewed between one township and Fremont even though it expires and will no longer be in effect with respect to the other township.

## **ARTICLE VI**

### **Miscellaneous**

6.1 **Notices.** Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first-class mail addressed to those addresses first provided above. The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

#### 6.2 **Interpretation**

(a) **Article and Other Headings.** The Article and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The recitals, however, are an integral part of this Agreement.

(b) **Entire Agreement.** Except for previous agreements between the parties under Act 425 and the agreement among the parties and others with respect to fire protection, this Agreement is the entire agreement between the parties with respect to Phase 1 and Phase 2 Property. Except for previous agreements between the parties under Act 425 and any agreement with respect to fire protection, this Agreement supersedes and replaces all previous or contemporaneous, express or implied, written or oral statements, covenants, representations or agreements with respect to Phase 1 and Phase 2 Property and no oral statements or other prior or contemporaneous written material not specifically incorporated in this Agreement shall be of any effect. All parties acknowledge that, in entering into and executing this Agreement, they are relying solely upon the representations and agreements contained in this Agreement and no others.

(c) **Amendment.** This Agreement may not be amended except in writing signed by the parties following public hearings before and resolutions adopted by their respective township boards and the Fremont City Council. Its interpretation shall not be affected by any course of dealing between the parties.

(d) **Benefits.** No party shall be entitled to benefits other than those specified herein. No other party is intended to be a beneficiary of this Agreement.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

(f) **Counsel.** All parties consulted with legal counsel or had an opportunity to consult with separate legal counsel and all parties had input into the drafting of this Agreement. It should therefore be construed as if it were mutually drafted.

6.3 **Remedies.** The parties agree that remedies at law are inadequate and both parties shall have the right to all equitable remedies including, without limitation, mandamus, specific performance and injunctive relief. The prevailing party in any such action shall, in addition to any other remedies available at law or in equity, be entitled to recover its actual reasonable costs, including without limitation, actual reasonable attorneys fees, filing fees, expert witness costs, discovery expenses and other legal expenses, incurred to investigate, bring, maintain or defend any such action from its first accrual of the first notice thereof, through any and all appellate and collection proceedings.

#### 6.4 **Filing and Effective Date.**

(a) **Initial Filing and Effective Date.** In accordance with Act 425, following the execution of this Agreement, a duplicate original of the Agreement shall be filed with the

Newaygo County Clerk and with the Michigan Secretary of State. This Agreement, certified by such County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the areas pursuant to this Agreement. This Agreement shall be effective at 12:01 a.m. on December 30, 2004, provided it has been filed with the County Clerk and Secretary of State.

(b) Additional Filing. The parties agree to the filing of additional documents, such as notices, forms and reports that may be required or requested by county, state or other agencies to give full effect and to fully implement this Agreement. The parties also understand Fremont will, from time to time, be filing certified copies of resolutions, together with additional copies of this Agreement in order to complete the conditional transfers of parcels as provided in Article III of this Agreement. If required, the affected township shall countersign such resolutions and/or take any other action required to give effect to those delayed conditional transfers.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above by authority of their respective governing bodies.

**CITY OF FREMONT**

STATE OF MICHIGAN  
COUNTY OF NEWAYGO

By: \_\_\_\_\_  
James Rynberg, Mayor

This document was acknowledged before me on December \_\_\_\_, 2004 by James Rynberg and Todd Blake, the Mayor and Clerk, respectively, of the City of Fremont who are personally known to me or whose pictured identification I reviewed.

By: \_\_\_\_\_  
Todd Blake, Clerk

\_\_\_\_\_  
\*  
Notary Public, Newaygo County, Michigan  
Acting in that county  
My commission expires: \_\_\_\_\_

**TOWNSHIP OF DAYTON**

STATE OF MICHIGAN  
COUNTY OF NEWAYGO

By: \_\_\_\_\_  
Paul W. Edbrooke, Supervisor

This document was acknowledged before me on December \_\_\_\_, 2004 by Paul W. Edbrooke and William Kunnen, the Supervisor and Clerk, respectively, of Dayton Township who are personally known to me or whose pictured identification I reviewed.

By: \_\_\_\_\_  
William Kunnen, Clerk

\_\_\_\_\_  
\*  
Notary Public, Newaygo County, Michigan  
Acting in that county  
My commission expires: \_\_\_\_\_

**CHARTER TOWNSHIP OF SHERIDAN**

STATE OF MICHIGAN  
COUNTY OF NEWAYGO

By: \_\_\_\_\_  
David Lue, Supervisor

This document was acknowledged before me on December \_\_\_\_\_, 2004 by David Lue and Maggie Kolk, the Supervisor and Clerk, respectively, of Sheridan Charter Township who are personally known to me or whose pictured identification I reviewed.

By: \_\_\_\_\_  
Maggie Kolk, Clerk

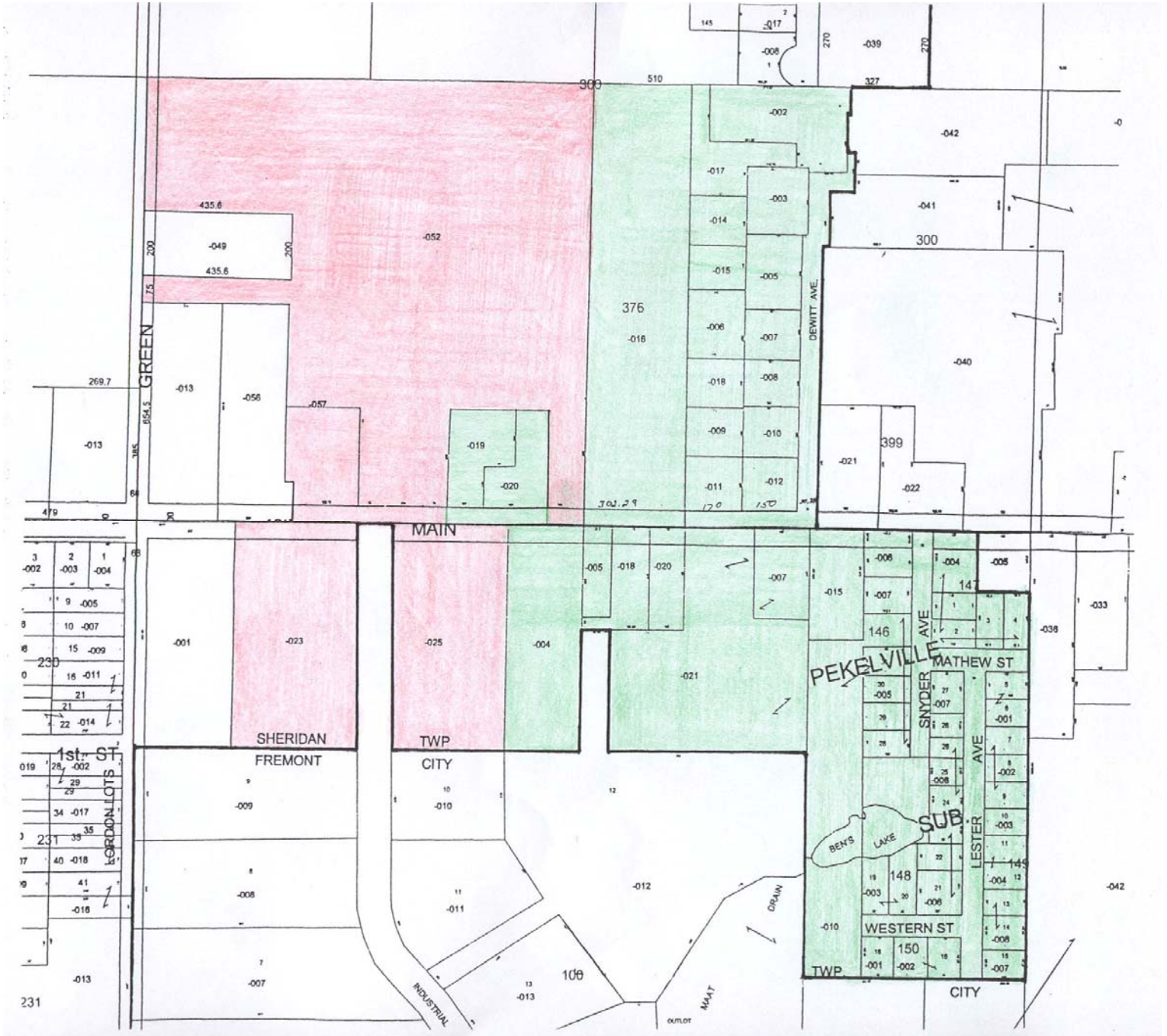
\_\_\_\_\_  
\*  
Notary Public, Newaygo County, Michigan  
Acting in that county  
My commission expires: \_\_\_\_\_

Drafted by:  
Scott G. Smith  
LAW, WEATHERS & RICHARDSON, P.C.  
333 Bridge Street, NW, Suite 800  
Grand Rapids, MI 49504

Reviewed by:  
Keith J. Schuiteman, City Attorney  
REBER, GREER, SCHUITEMAN & GREER, P.C.  
40 W. Sheridan Street, P.O. Box 40  
Fremont, MI 49412

### EXHIBIT A MAP DEPICTING PHASE 1 (Red) AND PHASE 2 (Green) GROWTH AREAS

The map showing the Growth Areas is below. It is for illustrative purposes only and is not exact. The properties included are generally described on the following Exhibits B and C. Parties agree that in case of a discrepancy between the map and the general property descriptions, parcel numbers or current owners as listed in Exhibits B and C, the intent of the map below shall prevail. Any discrepancies in the general property descriptions, parcel numbers or current owners and the map below are unintended and may be the result of using incorrect data provided by the City, Townships, County Equalization Department, property owners or other parties. The Agreement shall survive any such discrepancies.



**EXHIBIT B**  
**DESCRIPTIONS OF PHASE 1 AREA**

**The Phase 1 Growth Area includes the following generally described properties in Dayton Township:**

<b><u>Permanent Parcel No.</u></b>	<b><u>Current Owner</u></b>
62-13-34-300-067 Property Description:	<u>Wal-Mart Real Estate Trust</u> (Wal-Mart Superstore, Gas Station) COM 655.53 FT E OF SW COR, SW ¼, SW ¼, SEC. 34 TO POB, TH N 330 FT, W 219.95 FT, N 324.5 FT, W 435.61 FT, N 75 FT, E 435.60 FT, N 200 FT, W 435.60 FT, N 381.67 FT, TO N. LN OF SW ¼, SW ¼, TH E 1,311.36 FT TO E. LN OF SW ¼, SW ¼, TH S 1,313.95 FT TO S. LN OF SW ¼ OF SW ¼, TH W 102 FT, N 330 FT, W 295.60 FT, S 330 FT, W 264 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-300-068 Property Description:	<u>Harold E. Smith, Et Ux</u> (Sears, Gold Key Realty, New Restaurant) COM 655.53 FT E OF SW COR, SW ¼, SW ¼, SEC. 34 TO POB, TH N 330 FT, W 217.35 FT, S 230.60 FT, E 42.5 FT, S 99.40 FT, E 174.85 FT TO POB, SEC. 34, T13N, R14W.

All of the M-82 ROW within the Phase 1 Growth Area, SEC. 34, T13N, R14W.

**The Phase 1 Growth Area includes the following described properties in Sheridan Charter Township:**

<b><u>Permanent Parcel No.</u></b>	<b><u>Current Owner</u></b>
62-17-03-100-025 Property Description:	<u>Kool Real Estate, LLC</u> (Freedom Chevrolet) E 400 FT OF W 1,100 FT OF N 660 FT OF W ½ OF NW ¼, SEC. 3, T12N, R14W <u>EXC</u> COM ON N. LN OF SEC. 3 AT A PT S 89D 46M 00S E 700 FT FROM NW COR OF SD SEC., TH S 89D 46M 00S E 50.80 FT, TH S 00D 14M 00S W 660 FT, TH N 89D 46M 00S W TO A PT LYING S 00D 02M 34S W OF POB, TH N 00D 02M 34S E 660 FT TO POB.
62-17-03-100-023 Property Description:	<u>Lane Estates, LLC</u> (Fremont Ford) PT OF N ¼ OF NW ¼, SEC. 3, T12N, R14W, COM 300 FT E OF NW COR TH'OF, TH S 89D 46M E 370.80 FT, TH S 00D 14M 00S W 661.11 FT TO S. LN OF SD N ¼, TH N 89D 47M 25S W ALG SD S LN TO A PT 300 FT E OF W SEC. LN, TH N TO POB.

All of the M-82 ROW within the Phase 1 Growth Area, SEC. 3, T12N, R14W.



**EXHIBIT C**  
**DESCRIPTION OF PHASE 2 GROWTH AREA**

The Phase 2 Growth Area includes the following described properties in Dayton Township:

<b><u>Permanent Parcel No.</u></b>	<b><u>Current Owner</u></b>
62-13-34-300-019 Property Description:	<u>Kurt Schornagel (White Cloud)</u> COM 264 FT E & 47.35 FT N OF SW COR, E ½, SW ¼, SW ¼, TH N 330 FT, E 195 FT, S 200 FT, W 95 FT, S 130 FT, W 100 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-300-063 Property Description:	<u>West End Properties of Fremont (Betty Mousel)</u> COM 368 FT E & 47.35 FT N OF SW COR, E ½, SW ¼, SW ¼, TH N 130 FT, E 95 FT, N 200 FT, E 95 FT, S 330 FT, W 190 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-002 Property Description:	<u>Benjamin J. Sovinski</u> COM 1,317.6 FT N & 569 FT W OF S ¼ POST, SEC. 34, TH W 414.62 FT, S 170 FT, E 261.62 FT, S 62 FT, E 46.24 FT, S 11 FT, E 100.76 FT, N 158 FT, E 6 FT, N 85 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-003 Property Description:	<u>Ryan &amp; Lindsay Boike, Et Ux</u> COM 675.76 FT W & 885 FT N OF S ¼ COR, TH N 200 FT, W 163 FT, S 200 FT, E 163 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-005 Property Description:	<u>Mrs. Harvey VanHemert</u> COM AT PT 685.76 FT W & 660 FT N OF S ¼ COR, SEC. 34, TH N 225 FT, W 153 FT, S 225 FT, E 153 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-006 Property Description:	<u>Lee Edward Kraley, Et Ux</u> COM AT PT 510 FT N & 838.76 FT W OF S ¼ COR, SEC. 34, TH N 200 FT, W 170 FT, S 200 FT, E 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-007 Property Description:	<u>Jason W. &amp; Heidi Frens, Et Ux</u> COM 685.76 FT W & 510 FT N OF S ¼ COR, SEC. 34, TH N 150 FT, W 153 FT, S 150 FT, E 153 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-008 Property Description:	<u>Timothy P. &amp; Vicki L. Wimmer, Et Ux</u> COM AT A PT 685.76 FT & 375 FT N OF S ¼ POST, TH N 135 FT, W 153 FT, S 135 FT, E 153 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-009 Property Description:	<u>Bethany Christian Services</u> COM AT A PT 210 FT N & 838.76 FT W OF S ¼ COR, SEC. 34, TH N 150 FT, W 170 FT, S 150 FT, E 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-010 Property Description:	<u>Steven C. &amp; Hile Miller, Et Al</u> COM 688.76 FT W & 220 FT N OF S ¼ COR, SEC. 34, TH N 155 FT, W 150 FT, S 155 FT, E 150 FT TO POB, SEC. 34, T13N, R14W.

62-13-34-376-011	<u>Bethany Christian Services</u>
Property Description:	COM ON N ROW LN OF M-82 AT A POINT 50 FT N & 838.76 FT W OF S ¼ COR, SEC. 34, TH N 160 FT, W 170 FT, S 160 FT TO N LN SD ROW, E ALG SD ROW 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-012	<u>Jack Church, Et Ux</u>
Property Description:	COM 688.76 FT W OF S ¼ POST, SEC. 34, TH N 220 FT, W 150 FT, S 220 FT, E 150 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-014	<u>Ricki C. Dumont, Et Ux</u>
Property Description:	COM 838.76 FT W & 855 FT N OF S ¼ COR, SEC. 34, TH N 145 FT, W 170 FT, S 145 FT, E 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-015	<u>Shirley Hooker Trust</u>
Property Description:	COM 838.76 FT W & 710 FT N OF S ¼ COR, SEC. 34, TH N 145 FT, W 170 FT, S 145 FT, E 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-016	<u>Marjorie A. Robinson Trust</u>
Property Description:	COM 1,008.76 FT W OF SW ¼ COR, SEC. 34, TH N TO N LN SE ¼, SW ¼, W ALG SD N LN TO NW COR, SE ¼, SW ¼, S ALG W LN, SE ¼, SW ¼ TO SW COR THEREOF, TH E ALG S LN SEC. TO POB, SEC. 34, T13N, R14W.
62-13-34-376-017	<u>Benjamin J. Sovinski</u>
Property Description:	PART OF SE ¼, SW ¼, COM 1,008.76 FT W & 1,000 FT N OF S ¼ COR, TH N TO N LN OF SE ¼, SW ¼, TH E TO PT 983.62 FT W OF NE COR, SE ¼, SW ¼, TH S 170 FT, E 261.62 FT, S 62 FT, W 116.76 FT, S 85 FT, W 170 FT TO POB, SEC. 34, T13N, R14W.
62-13-34-376-018	<u>Gary Hooker, Et Ux</u>
Property Description:	PART OF SE ¼, SW ¼ COM 1,008.76 FT W & 360 FT N OF S ¼ COR, SEC. 34, TH E 170 FT, N 150 FT, W 170 FT, S 150 FT TO POB, SEC. 34, T13N, R14W.

All of DeWitt Avenue, including, but not limited to the property described as:

COM ON N ROW LINE OF M-82, AT A PT 688.76 FT W & 50 FT N OF SE COR OF SW ¼, TH N 845 FT, E 10 FT, N 200 FT, E 100.76 FT, N 60 FT, E 20 FT, S 120 FT, W 70 FT, S 150 FT, W 20 FT, S 793.63 FT, W 60 FT TO POB, ALSO THAT PORTION OF PARCEL 62-13-34-376-002 DEDICATED FOR USE AS A PORTION OF THE CUL-DE-SAC AT THE N END OF DEWITT AVE., SEC. 34, T13N, R14W.

All of the M-82 ROW within the Phase 2 Growth Area, SEC. 24, T13N, R14W.

**The Phase 2 Growth Area includes the following generally described properties in Sheridan Charter Township:**

<u>Permanent Parcel No.</u>	<u>Current Owner</u>
62-17-03-100-004	<u>Elaine Eksom, Et Al Trust</u> (Fremont Mobile Homes)
Property Description:	E 200 FT OF THE NE ¼ OF THE NW ¼, NW ¼, SEC. 3, T12N, R14W.

- 62-17-03-100-005      Gerrit J. Ruiter, Et Al (Fremont Mobile Homes)  
Property Description: PAR 82.5 FT E & W BY 264 FT N & S, IN NW COR OF THE NW ¼, NE ¼, NW ¼, SEC. 3, T12N, R14W.
- 62-17-03-100-007      Al Throop, Et Ux  
Property Description: COM AT NE COR, NW ¼, NE ¼, NW ¼, TH W 165 FT, S 264 FT, E 165 FT, N 264 FT TO POB, SEC. 3, T12N, R14W.
- 62-17-03-100-010      Mary R. Pekel Trust  
Property Description: PART OF W ½, W ½, E ½, NE ¼, NW ¼, COM AT SW COR THEREOF, TH E TO SW COR LOT 18, PEKELVILLE PLAT, TH N TO S SHORE OF BEN'S LAKE, TH W ALG SHORE TO W LN, SD W ½, W ½, E ½, NE ¼, NW ¼, TH S TO POB, SEC. 3, T12N, R14W.
- 62-17-03-100-015      Ibeam Properties, LLC (Allendale)  
Property Description: PART OF W ½, NW ¼, NE ¼, NE ¼, NW ¼, COM 505.3 FT W OF NE COR THEREOF, TH S 324.59 FT, W TO W LINE OF W ½, NW ¼, NE ¼, NE ¼, NW ¼, TH N 324.59 FT TO N SEC. LINE, TH E TO POB, SEC. 3, T12N, R14W.
- 62-17-03-100-018      Anthony W. & Margaret K. Johnson, Et Ux  
Property Description: COM AT A PT 82.5 FT W OF NW COR OF NW ¼, NW ¼, NE ¼, NW ¼, TH E 110 FT, S 300 FT, W 192.5 FT, N 36 FT, E 82.5 FT, N 264 FT TO POB, SEC. 3, T12N, R14W.
- 62-17-03-100-020      Gregory E. Cook (Grand Haven)  
Property Description: N 300 FT OF W 292.5 FT OF NE ¼, NW ¼, EXC W 192.5 FT THEREOF, SEC. 3, T12N, R14W.
- 62-17-03-100-021      Richard & Katherine Young, Et Ux  
Property Description: N 660 FT OF W ½, NE ¼, NW ¼, EXC N 264 FT OF E 165 FT, ALSO EXC COM AT NW COR, NE ¼, NW ¼, TH E 292.5 FT, S 300 FT, W 210 FT, S 360 FT, W 82.5 FT TO W LINE OF NE ¼, NW ¼, TH N 660 FT M/L TO POB, SEC. 3, T12N, R14W.
- 62-17-03-146-005      VKT Properties, LLC (Fremont)  
Property Description: LOTS 28 THRU 31 INCL, PEKELVILLE PLAT, ALSO PART E ½, NE ¼, NW ¼, COM 363.17 FT W & 245.59 FT S OF N ¼ COR, TH W 142.30 FT, S 117.41 FT, W TO W LINE E ½, NE ¼, NW ¼, S TO N'LY SHORE OF BEN'S LAKE, NE'LY ALG SHORE TO W LINE OF PEKELVILLE PLAT, N TO NW COR LOT 31 SD PLAT, E 132 FT, TH N 96.41 FT TO POB, PEKELVILLE PLAT & SEC. 3, T12N, R14W.
- 62-17-03-146-006      Bla Real Estate, LLC  
Property Description: PART E ½, NW ¼, NE ¼, NE ¼, NW ¼, COM AT POINT 363.17 FT W OF N ¼ COR, TH S 140.59 FT ALG W LINE SNYDER ST, W 142.30 FT, N 140.59 FT TO N SEC. LINE, TH E 142.30 FT TO POB, SEC. 3, T12N, R14W.

- 62-17-03-146-007      Richard G. Russell  
Property Description: PART OF E ½, NW ¼, NE ¼, NE ¼, NW ¼, COM AT POINT 363.17 FT W & 140.59 FT S OF N ¼ COR, TH S 105 FT, W 142.30 FT, N 105 FT, E 142.30 FT TO POB, SEC. 3, T12N, R14W.
- 62-17-03-147-004      Borgman Family Trust, Et Al  
Property Description: W 132 FT OF E 297 FT OF N 181.5 FT OF NW ¼, ALSO LOTS 1 THRU 4 INCL OF PEKELVILLE PLAT & SEC. 3, T12N, R14W.
- 62-17-03-148-003      Mark & Melanie Baden, Et Ux  
Property Description: LOTS 19 & 20, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-148-006      Richard A Tubbs, Et Ux  
Property Description: LOTS 21, 22 & 23, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-148-007      Harry C. Hook, III  
Property Description: LOT 27, ALSO N 91.5 FT OF LOT 26, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-148-008      Patrick & Tracey Stern, Et Ux  
Property Description: LOTS 24 THRU 26 INCL, EXC N 91.5 FT OF LOT 26, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-001      Dorothy May Culp, Et Al  
Property Description: LOTS 5 & 6, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-002      Harry H. & Lynn A. Braafhart, Et Ux  
Property Description: LOTS 7, 8 & 9, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-003      Tonya Walton & Charles Potter, Et Al  
Property Description: LOT 10, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-004      David J. & Florence Petropoulos, Et Ux  
Property Description: LOTS 11 & 12, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-007      Mark W. Robinson, Et Ux  
Property Description: LOT 15, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-149-008      Linda Smith, Et Al  
Property Description: LOTS 13 & 14, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-150-001      Terry W. Snyder, Et Ux  
Property Description: LOT 18, PEKELVILLE PLAT, SEC. 3, T12N, R14W.
- 62-17-03-150-002      Robert A. Wildfong, Et Ux  
Property Description: LOTS 16 & 17, PEKELVILLE PLAT, SEC. 3, T12N, R14W.

All of the following public streets as platted within the Pekelville Plat:

SNYDER AVE., MATHEW ST., LESTER AVE. AND WESTERN ST.

All of the M-82 ROW within the Phase 2 Growth Area, SEC. 3, T12N, R14W.