

RUTLAND CHARTER TOWNSHIP – CITY OF HASTINGS
2016-2 URBAN SERVICES AND ECONOMIC DEVELOPMENT AGREEMENT
(creating 3rd Urban Services District)

THIS AGREEMENT is made this ____ day of _____, 2016, between Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058 (the “Township”) and the City of Hastings, 201 East State Street, Hastings, MI 49058 (the “City”).

RECITAL OF FACTS IN SUPPORT OF AGREEMENT

Two or more local units of government are authorized by law to enter into a written agreement for the purpose of arranging for the orderly and efficient provision of urban services and economic development projects suitable for use by industrial, commercial, and housing development, and for the purpose of protecting the overall environment in the City and Township.

The City and the Township agree that, within a specified “Urban Services District” defined herein, the provision of urban services by the City will promote economic development in an orderly and efficient manner, and that such urban services and development are in the short and long-term interest of the citizens and property owners within the City and Township.

The City and the Township agree that the economic development relating to the provision of urban services as provided for in this Agreement will not otherwise occur in a manner as orderly and efficient as reasonably expected under the terms of this Agreement. Therefore, this Agreement enables the City and the Township to better enhance economic development for the residents and property owners within the City and Township.

The City and the Township have each held a public hearing on whether the terms of this Agreement should be finally approved, each preceded by notice in accordance with the requirements of law. More than 30 days have passed following the last public hearing, and no petition seeking a referendum on the conditional transfer of property specified in this Agreement has been filed with the City or Township Clerk, or a petition has been filed and a majority of the electors in the local unit voted to approve the transfer.

AGREEMENT

NOW THEREFORE, pursuant to the authority recited below, **THE PARTIES AGREE AS FOLLOWS:**

ARTICLE I

INTENT, PURPOSE, AND SOURCES OF AUTHORITY FOR AGREEMENT

Section 1.1 Summary of Intent and Purpose.

This Agreement is intended to facilitate intergovernmental economic development and enhance existing and planned growth and development, while promoting the preservation of the

environment and protecting the public health, safety and welfare. By entering into this Agreement, it is the purpose of the City and Township to:

- A. Manage and control urban sprawl, preserve farmland and open space, provide employment opportunities, and cooperatively avoid duplication of governmental services.
- B. Facilitate economic development by enhancing the existing urban core in the City by making governmental services typically necessary for or associated with urban development available only to specifically designated areas now in the Township.
- C. Provide for the availability of infrastructure and public services necessary or appropriate in order to meet the current and projected needs of the City and Township in a financially responsible manner.
- D. Implement regional planning designed to ensure that developing properties within the Urban Services District are provided with urban services in an orderly, efficient, and fiscally prudent manner.
- E. Assign an appropriate priority to planning that has been developed on a cooperative basis between and among communities.

Section 1.2 Sources of Authority.

The sources of authority for this Agreement include, but are not limited to, the following:

- A. Michigan Constitution, Art. 3, § 5.
- B. MCL 124.21, *et seq.*, Conditional Transfer of Property for Economic Development (Act 425).
- C. MCL 124.531, *et seq.*, Intergovernmental Transfers of Functions and Responsibilities.

ARTICLE II

REPRESENTATIONS AND DEFINITIONS

Section 2.1 Representations.

The City and the Township represent that before entering into this Agreement, extensive analysis was undertaken with regard to the management of growth in the region and the sharing of urban services, including consideration of all of the following:

- A. Composition of the population; population density; land areas and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business and

commercial development in the area and the comparative data for the Township, including the portion of the Township remaining after the conditional transfer of the Urban Services District as provided for in this Agreement.

- B. Need for public water, sanitary sewer, and other urban services; the present cost and adequacy of governmental services in the Urban Services District; the probable future needs for services; the practicability of supplying such urban services in the Urban Services District; the probable effect of the conditional transfer provided for in this Agreement and of alternative courses of action relative to such services with regard the costs and adequacy of urban services in the Urban Services District and the impact on the remaining portion of the Township; the charge of certain taxes and fees by the City to and collection of revenues from and in relation to certain property in the Urban Services District in accordance with the benefits expected to accrue from the conditional transfer as a result of the provision of urban services; and the financial ability of the City and the Township to jointly provide urban services in the Urban Services District.
- C. General effect upon the parties of the conditional transfer; and the relationship of the conditional transfer to applicable land use plans.

Section 2.2 Definitions.

As used in this Agreement, the following terms shall have the meanings as defined:

- A. “*1992 Sewer Agreement*” means the Agreement between the City and the Township dated September 9, 1992, as modified by Stipulation and Order of the Barry County Circuit Court dated September 18, 2000 (Case No. 98-476-CZ).
- B. “*Agreement*” or “*this Agreement*” means this 2016-2 Rutland Charter Township – City of Hastings Urban Services and Economic Development Agreement.
- C. “*City utility rates*” means those rates and charges set by the City from time to time for premises located in the City which receive City-owned utility services.
- D. “*Final Transfer Date*” means the December 31st immediately following the third anniversary of the effective date of this Agreement as provided in Section 8.11.
- E. “*Future Urban Services District*” means the additional contiguous property which may, from time-to-time in the future, be added to the Urban Services District described and depicted in Exhibit B if it is mutually determined by the execution and effectiveness of a new or amended and restated Agreement pursuant to the Rutland Charter Township – City of Hastings Intergovernmental Agreement for Sharing Urban Services dated August 13, 2012 entered into by the City and Township.
- F. “*Initial Agreement Period*” means the period of fifty (50) years following the effective date of this Agreement (as provided in Section 8.11).

- G. *“Infrastructure”* means the physical facilities established to extend services of the City Public Sewer System and/or City Public Water System within the Urban Services District, to be constructed consistent with the Rutland Charter Township-City of Hastings Intergovernmental Agreement for Sharing Urban Services dated August 13, 2012 entered into by the City and Township.
- H. *“Preexisting Utility User Properties”* means those properties within the Urban Services District that, prior to the effective date of this Agreement, were connected to the Public Sewer System or Public Water System, or both, including those properties connected pursuant to the 1992 Sewer Agreement or any other agreements, and including, but not necessarily limited to, those properties identified in Exhibit A (if any).
- I. *“Public Sewer System”* means the City-owned utility established and operated to provide for the transportation of sanitary sewage emanating from residences, business buildings, institutions and industrial establishments to the City’s treatment facility, including all municipal facilities for collecting, pumping, treating or disposing of sewage.
- J. *“Public Water System”* means the City-owned utility established and operated to distribute water to improved properties for consumption and other permissible use, as well as to hydrants for fire suppression, including all plants, works, and other instrumentalities used in connection with the supply and distribution of water.
- K. *“Township utility rates”* means those rates and charges set by the City from time to time for premises located in the Township which receive City-owned utility services.
- L. *“Urban Services District”* means the portion of the Township described and depicted in Exhibit B, and shall include any property added as a Future Urban Services District.

ARTICLE III

CONDITIONAL TRANSFER OF PROPERTY AND ALLOCATION OF JURISDICTION

Section 3.1 Conditional Transfer of Property.

- A. During the term of this Agreement, and any extension of this Agreement, all property in the Urban Services District shall be conditionally transferred from the Township to the City for all purposes, except as provided in subsections B and C of this Section, and otherwise subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15.
- B. Except as otherwise provided herein, during the period between the effective date of this Agreement and the Final Transfer Date those properties in the Urban

Services District which are not connected to either the Public Sewer System or the Public Water System shall not be conditionally transferred to the City and shall remain within the Township for all municipal jurisdiction purposes until the earliest of the following dates: the December 31st immediately following the date those properties connect to either the Public Sewer System or the Public Water System or the Final Transfer Date; provided, however, that with respect to any parcel connected to the Public Sewer System or Public Water System, that user shall pay Township utility rates until such time as the parcel is conditionally transferred to the City. On the Final Transfer Date, any properties in the Urban Services District not previously transferred shall, without exception, be conditionally transferred to the City subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15.

- C. During the period between the effective date of this Agreement and the Final Transfer Date, none of the Preexisting Utility User Properties within the Urban Services District shall be deemed to be conditionally transferred to the City pursuant to this Section 3.1, and shall continue to pay Township utility rates, unless a Preexisting Utility User Property makes a new connection after the effective date of this Agreement to either the Public Sewer System or the Public Water System as provided in Section 3.1.B. or the property owner elects a voluntary conditional transfer as provided in Section 3.1.D (in which case such premises shall pay City utility rates after being conditionally transferred to the City). Upon the Final Transfer Date, all Preexisting Utility User Properties shall be conditionally transferred to the City as provided in Section 3.1.B.
- D. During the period between the effective date of this Agreement and the Final Transfer Date, the owners of any property in the Urban Services District not otherwise conditionally transferred to the City under Section 3.1.B. or Section 3.1.C. above may voluntarily elect to be conditionally transferred to the City. Such election may be made by delivery of a written notice signed by the owners of such property to both the City Clerk and the Township Clerk. Such a voluntary conditional transfer shall be effective on December 31 of the year in which the written notice is delivered to both the City Clerk and the Township Clerk and on such December 31 the property shall be conditionally transferred to the City subject to and in accordance with the allocation of jurisdiction specified in Sections 3.2 through 3.15.

Section 3.2 Jurisdiction After Termination or Expiration.

Upon termination, expiration, or non-renewal of this Agreement, municipal jurisdictional matters in the Urban Services District shall be determined as specified in Article V.

Section 3.3 Jurisdiction - Applicability and Enforcement of Ordinances.

Except as provided in Sections 3.9 and 3.10, the City shall have municipal jurisdiction of properties conditionally transferred to the City pursuant to Section 3.1 for purposes of all City

ordinances, rules and regulations enacted now and during the term of this Agreement or any renewal of this Agreement.

Section 3.4 Jurisdiction – Property Taxation.

For purposes of property taxation, jurisdiction shall be as follows:

A. Taxation Jurisdiction in General – all taxable property.

All properties in the Urban Services District conditionally transferred to the City shall be within the jurisdiction of the City for purposes of taxation, and shall pay to the City the ad valorem property tax on all respective taxable property. The jurisdiction of the City with regard to property taxation shall include the associated authority and responsibility for assessing, enforcement of assessments, and collection of the property taxes.

B. Taxation Jurisdiction in Township as Interim Exception.

The Township shall retain jurisdiction for property taxation purposes of all properties in the Urban Services District which have not been conditionally transferred to the City, with such Township property tax jurisdiction to cease on the date on which such properties are conditionally transferred to the City as provided in Sections 3.1.B., 3.1.C. or 3.1.D. This interim jurisdiction of the Township with regard to property taxation shall include the associated authority and responsibility for assessing, enforcement of tax liens, and collection of the property taxes levied within the interim period. When a particular property is conditionally transferred to the City, such property shall be subject to City property taxes and shall not be subject to Township taxes (including dedicated millages for fire and library services) except for the payment of all Township property taxes levied prior to the December 31 on which the conditional transfer became effective. The Township shall retain jurisdiction to collect all property taxes that were levied on any property prior to such property being conditionally transferred to the City, including jurisdiction to retain and enforce tax liens.

Section 3.5 Jurisdiction – Revenue Collection Other than Property Taxation.

Except to the extent otherwise expressly specified in this Agreement, during the term of this Agreement, and any extension of this Agreement, with regard to properties in the Urban Services District that have been conditionally transferred to the City as provided in Section 3.1, the City shall have jurisdiction with regard to the lawful imposition and collection of rates, charges, taxes, fees and other revenues other than property taxation in the same manner as otherwise applied in the City, including without limitation, jurisdiction to impose and collect from all properties in the Urban Services District City fees, rates, and charges for connection to and use of the Public Water System for property connected to that System, and for connection to and use of the Public Sanitary Sewer System for property connected to that System.

Section 3.6 Jurisdiction – Public Sewer and Water Infrastructure.

Except as otherwise provided in Section 3.13, the City shall have jurisdiction and ownership of Public Sewer System Infrastructure and Public Water System Infrastructure within the Urban Services District during the term of this Agreement, and any extension of this Agreement. The parties shall cooperate to approve, execute and deliver any documentation reasonably required to give effect to such transfer of Infrastructure upon appropriate terms.

Section 3.7 Jurisdiction – Voting.

For purposes of voting jurisdiction, any qualified electors residing on a property in the Urban Services District that has been conditionally transferred to the City as provided in Section 3.1 shall be considered qualified electors of the City. Those qualified electors residing on properties not conditionally transferred to the City as provided in Section 3.1 prior to the Final Transfer Date shall be considered qualified electors of the Township until such property is conditionally transferred to the City as provided in Section 3.1.

Section 3.8 Jurisdiction – Land Use Planning.

Land use planning jurisdiction for all properties in the Urban Services District shall be based on a joint exercise of authority by the City and Township as implemented through the Hastings-Rutland Joint Planning Commission established in accordance with MCL 125.131, et seq. This agreement with respect to land use planning jurisdiction shall not preclude the City and Township from separately agreeing to expand the planning jurisdiction of the Hastings-Rutland Joint Planning Commission to include other properties within a specified area that are not part of an Urban Services District and/or not conditionally transferred to the City pursuant to this Agreement.

Section 3.9 Jurisdiction – Zoning.

At the time of placing this Agreement into escrow as provided for in the Rutland Charter Township-City of Hastings Intergovernmental Agreement for Sharing Urban Services, the zoning ordinance prepared by the Hastings-Rutland Joint Planning Commission and adopted by the City and Township pursuant to Section 3.9C. shall be the zoning ordinance in effect within the Urban Services District, and shall be implemented and administered based on the following:

- A. Zoning Administrator. The zoning ordinance shall be administered by a zoning administrator appointed by the Township Board, unless specified otherwise in the zoning ordinance. Clerical and similar support for the zoning administrator shall be provided by the City Clerk’s office.
- B. Administrative zoning decisions. Where the zoning ordinance applicable to property in the Urban Services District provides for the “Planning Commission” to review and make a recommendation or final decision on an administrative zoning matter pertinent to the use or development of specific property, such review (including any related public hearing) and decision shall be made by the Hastings-Rutland Joint Planning Commission. For purposes of this provision an application for review/approval of any of the following pertinent to the use or

development of specific property in the Urban Services District shall constitute an “administrative” zoning matter:

- special land use permit
- site plan review
- private road permit
- multiple lot/unit subdivision/condominium development (whether planning commission review is required by the zoning ordinance or a separate ordinance regulating such developments)
- any other matter involving “planning commission” review or advisory and/or final decision-making responsibility on an administrative zoning matter pertinent to the use or development of specific property.

If the provisions of the zoning ordinance applicable to property in the Urban Services District provide for final or other administrative zoning actions or quasi-judicial zoning actions to be taken by the City Council or another body or officer of the City, other than the Planning Commission, such final or other administrative zoning actions shall be taken by the City Council or such other City body or officer.

C. Legislative zoning matters. Legislative zoning determinations applicable to property in the Urban Services District shall be based on and processed consistent with the following:

1. The Hastings-Rutland Joint Planning Commission shall conduct any required public hearing with respect to adoption of any proposed zoning ordinance/zoning map or amendment of the same.
2. Following a public hearing and recommendation by the Hastings-Rutland Joint Planning Commission to the City Council and Township Board, the City Council and Township Board shall, within a reasonable time, adopt a mutually agreeable zoning ordinance/zoning map governing the use and development of property within the Urban Services District, entitled the Zoning Ordinance of the Hastings-Rutland Joint Planning Commission (which shall include a Zoning Map).
3. Subsequent to the adoption of the Zoning Ordinance of the Hastings-Rutland Joint Planning Commission as provided for herein, all legislative matters shall be administered consistent with the terms of that Zoning Ordinance.

This Agreement with respect to zoning jurisdiction over properties in the Urban Services District pursuant to this Agreement shall not preclude the City and Township from separately agreeing to expand the legislative and administrative zoning jurisdiction of the Hastings-Rutland Joint

Planning Commission to include other properties within a specified area that are not part of an Urban Services District.

Until such time as the Zoning Ordinance of the Hastings-Rutland Joint Planning Commission is in effect, all zoning jurisdiction with respect to all properties in the Urban Services District shall remain with the Township pursuant to the Township zoning ordinance.

Section 3.10 Jurisdiction – Building Department/Construction Codes.

Jurisdiction of the administration and enforcement of the State Building and Electrical Codes with regard to all properties conditionally transferred to the City as provided in Section 3.1, including the authority to impose and collect reasonable fees for such purposes, shall remain in the Township, and the parties shall execute any agreement required for the authorization and implementation of this jurisdiction. The City shall have jurisdiction to administer and enforce the State Mechanical and Plumbing Codes with regard to all properties conditionally transferred to the City as provided in Section 3.1, including the authority to impose and collect reasonable fees for such purposes. The parties acknowledge that at the present time the State Mechanical and Plumbing Codes are administered and enforced within the City by Barry County.

Section 3.11 Jurisdiction-Public Rights of Way.

- A. All public rights of way (except State highways) adjoining properties that have been conditionally transferred to the City pursuant to Section 3.1 shall be under the jurisdiction of the City commencing on the date of conditional transfer of such properties and shall be deemed City rights of way for all purposes during the term of this Agreement and any extension of this Agreement. The jurisdiction of the City includes, but is not limited to, the granting of utility franchises, the right to consent to or issue permits for the use of public rights of way, and the improvement, maintenance, and repair of the public rights of way. Nothing in this Agreement shall be construed to affect the jurisdiction of State highways within the Urban Services District.

- B. The Township and City grant each other the consent and permission to use public rights of way within the Urban Services District that are under the jurisdiction of the other party for purposes consistent with this Agreement including, but not limited to, the use, operation, maintenance, installation, and construction of the Public Water System and Public Sewer System and any extensions thereto, subject to securing all required engineering approvals from the party having jurisdiction and reasonably restoring disturbances upon completion of the work. This Section shall be deemed a franchise to the extent required by law for the City's operation of the Public Water System and Public Sewer System within public rights of way not under the jurisdiction of the City pursuant to this Agreement.

Section 3.12 Jurisdiction – Liquor Licensing Authority.

Jurisdiction with regard to liquor licensing on properties conditionally transferred to the City as provided in Section 3.1, including grants, denials, license revocations, nonrenewals, and

the like, shall be in the City; provided, the City Council shall not take final action on any such matter until the Township Board has been afforded a reasonable opportunity to make a recommendation on such action.

Section 3.13 Jurisdiction – Preexisting Utility Users within Urban Services District.

Upon the conditional transfer of a Preexisting Utility User Property to the City pursuant to Section 3.1 as provided above, the City shall continue to provide such existing water or sanitary sewer services, or both, to the Preexisting Utility User Properties within the Urban Services District but shall do so at the City utility rates and on the same terms and conditions applicable to City users and such Preexisting Utility User Properties shall be subject to all ordinances, rules, regulations, requirements, and policies applicable to City users. The City and the Township agree that all prior agreements related to Preexisting Utility User Properties, including the 1992 Sewer Agreement, shall no longer apply to such Properties upon their conditional transfer to the City pursuant to Section 3.1 as provided above and that this Agreement shall control as to any conflict between this Agreement and such prior agreements. The City and the Township further agree that the ownership of the portion of the Public Sewer System described in the 1992 Sewer Agreement and serving Preexisting Utility User Properties shall be transferred to the City upon the conditional transfer of such Properties to the City pursuant to Section 3.1.C. The Township shall execute any and all documents or instruments as necessary or appropriate to effectuate such transfer of ownership upon request of the City. The City and Township further agree that all prior agreements related to Preexisting Utility User Properties, including the 1992 Sewer Agreement, shall remain in full force and effect in accordance with their terms and conditions as to all properties in the Township that are not within the Urban Services District and as to all properties within the Urban Services District that are not yet transferred to the City pursuant to Section 3.1.C. during the period between the effective date of this Agreement and the Final Transfer Date.

Section 3.14 Jurisdiction – Special Assessments, Liens.

The Township shall have jurisdiction of any properties within the Urban Services District that are subject to special assessments for the purpose of giving effect to liens for all special assessments established and imposed prior to the conditional transfer of those properties to the City pursuant to Section 3.1 of this Agreement. The authority to administer, complete, defend, prosecute, bill, collect and compromise any special assessment or lien within the Urban Services District in existence prior to the date of the conditional transfer of such properties to the City shall be reserved to Township. The City shall have authority to administer, complete, defend, prosecute, bill, collect and compromise, any special assessment or liens on properties within the Urban Services District imposed and established on and after the conditional transfer of such properties to the City pursuant to Section 3.1 of this Agreement.

Section 3.15 Jurisdiction - General.

The City shall have jurisdiction of all matters not specifically retained by the Township in Sections 3.2 through 3.14 for all properties conditionally transferred to the City as provided in Section 3.1.

ARTICLE IV

SHARING OF TAXES AND OTHER REVENUE

Section 4.1 Sharing of Tax Collections.

Taxes on all taxable property in the Urban Services District conditionally transferred to the City as provided in Section 3.1 shall be collected by the City, and shared by the parties as provided below.

- A. The City shall collect and retain all taxes on taxable property, subject to the terms of Paragraph B, below.
- B. During the Initial Agreement Period, on or before the 31st day of December of each respective year:
 - 1. For the first 25 years of the Initial Agreement Period, the City shall collect and annually pay to the Township an amount equal to the product of a fraction (the numerator of which is one (1) mill and the denominator of which is the City's total millage rate for that year) times the total City property taxes actually collected during that year from the properties conditionally transferred to the City pursuant to Section 3.1.
 - 2. For the last 25 years of the Initial Agreement Period, the City shall collect and annually pay to the Township an amount equal to the product of a fraction (the numerator of which is one-half (0.5) mill and the denominator of which is the City's total millage rate for that year) times the total City property taxes actually collected during that year from the properties conditionally transferred to the City pursuant to Section 3.1

If the City's maximum authorized millage rate is permanently reduced by the required Headlee Amendment millage reduction fraction, the 1 mill in B.1) and the 0.5 mill in B.2) shall also be permanently reduced proportionately to the same extent as the reduction in the City's millage rate. The permanent reduction shall carry forward for all future years in the same manner as Headlee Amendment millage reductions and the permanent reduction shall continue to apply to the 0.5 mill rate in the last 25 years of the Initial Agreement Period in the same manner as it applied to the 1 mill rate in the first 25 years, resulting in the permanent reduction in the millage rate in year 25 being carried forward proportionately to the 0.5 mill in year 26 and thereafter.
 - 3. Unless otherwise agreed to between the parties, tax revenue shall not be shared for any property conditionally transferred to the City beyond a period of 50 years.

Should the State of Michigan reduce, limit, or eliminate any amount of revenue collected on the date of this Agreement as a property tax, and a substitute tax or source of revenue is

provided which is collected by the City in lieu of the property tax in whole or part, such other tax or revenue in relation to the Urban Services District shall be allocated and shared with the Township with the intent of achieving a reasonably equivalent annual remission due during the respective 25 year periods. Also, during the term of this Agreement, the City may, to the extent authorized by law, grant tax abatements to properties within the Urban Services District in the manner provided by law, and in the event a portion of the amount of the tax levy on the property in the Urban Services District is lawfully abated or otherwise reduced under applicable law the amount payable to the Township under Paragraph B of this Section shall be reduced proportionately. Prior to including an Urban Services District property in an abatement district, and prior to granting an abatement with regard to such property, the City shall provide notice to the Township Board that such action is being considered and the Township shall have 30 days within which to make a recommendation to the City Council on such action. The City Council shall consider the Township Board's recommendation, and the reasons for such recommendation and the City Council shall follow such recommendation unless the City Council by majority vote of the members elect declares that the City Council elects not to follow the recommendation and providing reasons for the decision. In addition, unless approved by the Township Board, the duration of an abatement shall not extend beyond the effective period of this Agreement.

After the Initial Agreement Period, all tax revenue shall be paid in accordance with the express terms of any new or amended and restated Agreement, or shall be paid to the municipality in which jurisdiction the Urban Services District property shall be established following termination in accordance with Article V, below.

Section 4.2 Sharing of Other Revenues.

Except as provided in Section 4.1, there shall be no sharing of City revenues in relation to the Urban Services District.

ARTICLE V

TERM, TERMINATION, AND PROHIBITION OF ANNEXATION

Section 5.1 Term.

This Agreement shall remain in effect for the Initial Agreement Period, subject to Section 5.3.

Section 5.2 Extension of Term.

At any time during year 45 of the Initial Agreement Period, the Township Board (or its successor legislative body if applicable) may give written notice to the City Council, through the City Clerk, of a desire to negotiate a renewal of the Initial Agreement Period consistent with the extension term limits specified in MCL 124.22(2) (or successor provision). The City Council shall be obligated to negotiate in good faith in response to such notice, and both parties shall use their best efforts to reach an extension agreement. If an extension agreement is reached, such agreement shall contain terms that expressly govern whether the property within the Urban Services District shall be deemed to be within the sole jurisdiction of the City or the Township at

the end of the extended agreement period, consistent with the terms of this Agreement or otherwise. As specified below, the extension agreement shall be filed with the offices of the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period.

Section 5.3 Termination.

- A. This Agreement may be terminated:
 - 1) By the expiration of the term of this Agreement;
 - 2) By mutual and written consent approved the legislative bodies of the Township and City, which shall be filed with the County Clerk and Secretary of State; or
 - 3) By operation of law should a court of competent jurisdiction order the termination of this Agreement; provided however, no party to this Agreement shall institute legal proceedings for or otherwise seek or support judicial termination of this Agreement.
- B. If this Agreement is terminated by written agreement between the Township and City prior to the end of the Initial Agreement Period, or any agreed upon extension of its term, unless expressly specified otherwise in such written agreement, such written agreement shall make provision for compliance with the procedure set forth in Section 5.4 for determining whether the property within the then existing Urban Services District shall be deemed to be within the sole jurisdiction of the City or Township.

Section 5.4 Effect of Termination.

- A. At the end of the Initial Agreement Period, or at the end of any voluntary extension of the Initial Agreement Period (unless the parties have agreed otherwise as part of a duly filed extension agreement), the City shall have jurisdiction of the property in the Urban Services District for all purposes, subject to Paragraph B, below.
- B. If the Township has the capability to provide, or has tentatively contracted for providing, all of the urban services provided by the City to conditionally transferred properties under this Agreement on an ongoing basis, then the Township Board is authorized to direct by resolution that jurisdiction of the property in the Urban Services District shall be returned to the Township upon the expiration of this Agreement (“Resolution on Jurisdiction”); provided, the Resolution on Jurisdiction shall be deemed to be tentative, and a final decision on jurisdiction shall not be effective unless and until the Township Board complies with all of the terms outlined below:
 - 1) The Resolution on Jurisdiction must be adopted on or before a date that is not more than five years nor less than three years in advance of the termination of this Agreement, or any extension of this Agreement. A

copy of the Resolution on Jurisdiction shall be delivered to the City Clerk within ten days of its adoption.

- 2) The Township Board shall notice a public hearing on the Resolution on Jurisdiction. The notice of the public hearing shall be published in one or more newspapers or other avenues of communication with comparable effect circulating within the City and Township, and sent or delivered to the City, and to the property owners in the Urban Services District at least 30 days prior to the hearing date. The notice shall include all of the following:
 - a. An explanation of the manner in which the Township is ready, willing, and able to provide on an ongoing basis all of the urban services which had been provided by the City during the Agreement, including a description of the arrangement for such services, e.g., provision by Township itself, intergovernmental agreement (with whom), and the like;
 - b. An explanation of the capital costs that would need to be expended in order to establish such services, and the manner in which such expenditures would be financed;
 - c. The estimated ongoing fees and charges, and applicable property taxation, that would be payable if jurisdiction of the Urban Services District would be returned to the Township.
 - d. The time, date, and place of the public hearing, at which the Township Board will hear comments and objections on whether jurisdiction of the property in the Urban Services District should remain in the City upon termination of this Agreement or be returned to the Township.
- 3) The Township Board shall then conduct the public hearing, and permit the City, and all property owners in the Urban Services District who have appeared at the hearing personally or by letter, as well as other members of the public, to ask questions and make presentations.
- 4) Following the conclusion of the public hearing, the Township Board shall adopt a final resolution specifying whether jurisdiction of the property in the Urban Services District shall remain in the City upon termination of the Agreement, as it may have been extended, or be returned to the Township. Such resolution must be adopted, if at all, not more than five years nor less than three years prior to the termination of this Agreement, as it may have been extended.

- 5) Copies of the Township Board resolution shall be filed with the County Clerk and Secretary of State prior to the expiration of the Initial Agreement Period, as it may have been extended.
- 6) If the jurisdiction of the property in the Urban Services District is returned to the Township as provided in this Paragraph B, the obligation of the City to provide all urban services specified in Section 6.2 or otherwise in this Agreement shall cease upon the expiration of this Agreement, or any extension of this Agreement.

Section 5.5 Prohibition of Annexation.

During the term of this Agreement, including any extension of this Agreement, no annexation, boundary adjustment or related transfer shall be initiated by these parties or otherwise be permitted with regard to any portion of the Urban Services District, without the consent of the Township.

ARTICLE VI

PROVISION OF URBAN SERVICES

Section 6.1 City to Provide Urban Services.

- A. Except as otherwise provided in Section 3.10, the City shall provide the urban services specified in Section 6.2 to all properties in the Urban Services District that have been conditionally transferred to the City as provided in Section 3.1; and, after the Final Transfer Date, the City shall provide the urban services specified in Section 6.2 to all conditionally transferred properties within the entire Urban Service District. The City, without financial participation or obligation by the Township, shall provide the type, level and quality of general government and urban services specified in Section 6.2 on the same terms and conditions as the City provides such services to properties in the City, provided that public sanitary sewer and public water services shall only be provided when respective properties connect to such services as provided in this Agreement and consistent with the City's adopted codes, ordinances, and policies. Except to the extent otherwise provided by law, the City shall not be responsible for any inconvenience, damages, interruption of business or other results of the interruption of urban services to any property.
- B. The City shall not be obligated to provide urban services specified in Section 6.2 or any other services to properties that are not conditionally transferred to the City pursuant to this Agreement.
- C. During the term of this Agreement, and any extension of this Agreement, any franchises and easements in the Urban Services District necessary for the provision of urban services by the City shall be deemed to be held by the City and the Township shall take all actions reasonably necessary to effectuate this subsection.

- D. The City shall operate, maintain, and repair the means of providing urban services to the Urban Services District, and shall provide all equipment, facilities, and personnel for such purposes.

Section 6.2 Urban Services to be Provided by City.

Except as otherwise provided in this Agreement, the urban services to be provided by the City to the Urban Services District during the term of this Agreement as specified in Section 6.1 shall include all services provided by the City on the same basis, to the same extent, and subject to the same conditions and limitations, to other properties within the City's borders, including:

- A. Public water service;
- B. Sanitary sewer service;
- C. Police protection;
- D. Public street and public road maintenance and repair;
- E. Public sidewalk maintenance and repair;
- F. Public storm water system maintenance;
- G. Assessing and tax collection service;
- H. Ordinance enforcement;
- I. Economic development services;
- J. Fire and library service, recognizing that prior to the conditional transfer of respective properties, such services shall be provided by and through joint library and fire agreements between the City and the Township.

The City shall not be obligated under this Agreement to provide the urban services specified in this Section 6.2 upon expiration or termination of this Agreement.

ARTICLE VII

ENFORCEMENT

Section 7.1 Enforcement in Court.

- A. In the event of a dispute between the parties arising under this Agreement, this Agreement may be enforced by either party in an action commenced in a court of competent jurisdiction and under Michigan law.

- B. In the event a party is found to be in nonmaterial breach, the non-breaching party may seek damages, along with an order requiring performance.
- C. In the event a party is found to be in material breach, the non-breaching party may seek damages, along with an order requiring performance and any other relief found by the court to be appropriate at law or in equity, or both. In fashioning an equitable remedy, the parties agree that the interests of the property owners in the urban services district should be deemed to have a high priority. The court shall also be authorized to grant an award of actual reasonable costs, including reasonable attorneys fees and expert fees, in favor of the non-breaching party.
- D. The Township and City agree not to contest the validity of any provision of this Agreement. The parties shall in good faith jointly defend the validity of this Agreement.

Section 7.2 Enforcement by Alternative Dispute Resolution.

If mutually agreed upon by their respective legislative bodies, the parties shall be authorized to submit one or more disputed issues to an agreed upon type of alternative dispute resolution, including mediation and/or binding arbitration, on the terms and conditions approved by the City Council and Township Board.

Section 7.3. Benefit and Enforcement.

This Agreement is intended to carry out the legitimate municipal objectives of, and provide benefit to, the two municipal parties to this Agreement, and shall not be deemed to benefit or vest any rights in any other person or entity, either directly or as a third party beneficiary, and thus this Agreement and any and all of its provisions shall not serve as a basis for a third party suit for enforcement, or for any other relief at law or equity based on the enforcement or non-enforcement of this Agreement by the parties.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendment.

This Agreement, and a new or amended and restated agreement that replaces this Agreement, may be amended only in writing and with approval on behalf of the City and the Township (following public hearing if required by law) and executed on behalf of the City Council and Township Board. Such new or amended and restated agreement shall be subjected to referendum if required by law. Such new or amended and restated agreement shall not be deemed to be effective until filed with the County Clerk and Secretary of State.

Section 8.2 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 or certified mail addressed as follows:

If to the City: Hastings City Clerk
201 East State Street
Hastings, MI 49058

With copies to:

Hastings City Mayor
201 East State Street
Hastings, MI 49058

Hastings City Manager
201 East State Street
Hastings, MI 49058

If to the Township: Rutland Charter Township Clerk
2461 Heath Road,
Hastings, MI 49058

With copy to:

Rutland Charter Township Supervisor
2461 Heath Road,
Hastings, MI 49058

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 8.3 Governing Law.

This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Barry County, Michigan. The parties agree that this Agreement was mutually drafted and cannot be construed against the City or the Township on the argument that one party drafted this Agreement.

Section 8.4 Covenant to Cooperate; Fidelity to Agreement.

The City and Township covenant and agree that they will: cooperate with each other, the affected landowners, and with agents or instrumentalities of the City, Township, County, or State relating to the performance of actions in connection with or pursuant to the terms of this Agreement; and will do all things necessary in a legally sufficient and reasonably expeditious

manner to effectuate the jurisdictional transfer and allocations, and economic development, as provided for in this Agreement.

The City and Township shall demonstrate fidelity to this Agreement in their relationship with each other; in the event the City enters into a boundary adjustment agreement with any municipal entity other than Rutland Charter Township, the terms of such agreement shall not be materially more beneficial to the other municipal party to such agreement as the terms of this Agreement are to Rutland Charter Township, without prior specific written consent of the Rutland Charter Township Board.

Section 8.5 Assignment.

No assignment of this Agreement or any of its rights or obligations shall be valid without the specific written consent of the City Council and Township Board.

Section 8.6 Severability.

In the event a court of competent jurisdiction determines any portion of this Agreement to be unenforceable or any portion of the Urban Services District is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms provided that the remainder of this Agreement is consistent with the intent and purposes of this Agreement; and provided further that, in the event a court of competent jurisdiction determines this Agreement to be void in its entirety, the Urban Services District shall return to the Township's complete jurisdiction and the City shall have no obligations hereunder including without limitation, Sections 6.1 and 6.2. If, because of the invalidity of any part of this Agreement or major changes in state of federal law, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement in an attempt to make it valid and satisfactory to both parties.

Section 8.7 Articles and Other Headings.

The articles and section captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement, except that the Recital of Facts in Support of Agreement shall be deemed to be substantive provisions of this Agreement.

Section 8.8 Duplicate Originals.

This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be considered a valid original.

Section 8.9 Entire Agreement.

This Agreement represents the complete agreement of the parties, and supersedes all previous and contemporaneous understandings and representations. No party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced shall be of any

force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement.

Section 8.10 Joint Defense and Allocation of Cost of Litigation.

In the event a lawsuit or action is filed by any third party challenging this Agreement, both parties shall jointly and fully assert a good faith defense of this Agreement, and shall equally bear all costs of such defense, including attorney fees.

Section 8.11 Filing and Effective Date.

In accordance with Act 425, following the execution of this Agreement by the City and the Township (and following any period in which this Agreement shall be held in escrow), a duplicate original of the Agreement shall be filed with the Clerk of Barry County and with the Michigan Secretary of State. This Agreement, certified by the County Clerk or Secretary of State, shall be *prima facie* evidence of the conditional transfer of the Urban Services District as specifically provided in this Agreement. This Agreement shall be effective on the date it is filed with the Barry County Clerk and the Secretary of State. If this Agreement is filed with the Barry County Clerk and the Secretary of State on different dates, the effective date of this Agreement shall be the later of the two filing dates. Upon becoming effective, this Agreement also amends, replaces and supersedes the Rutland Charter Township-City of Hastings Urban Services and Economic Development Agreement made November 26, 2012, as amended in 2013.

Section 8.12. Benefit and Binding Effect.

This Agreement, and all of its terms and provisions, shall be binding upon and inure to the benefit of each of the two parties, as well as their respective municipal successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

CITY OF HASTINGS

By _____

Its: Mayor

By _____

Its: Clerk

Witnesses:

CHARTER TOWNSHIP OF RUTLAND

By _____

Its: Supervisor

By _____

Its: Clerk

EXHIBIT A

LIST OF PREEXISTING UTILITY USERS (in 2nd Urban Services District)

San Marcos Facility	13-013-001-50
FHI's Facility (formerly Milestones)	13-013-001-40

LIST OF PREEXISTING UTILITY USERS (in 3rd Urban Services District)

Patten Monument	13-013-021-00
Hastings Fiberglass	13-013-024-10
Dewey Sales & Service	13-013-024-00
Flex Fab	13-013-003-00
Larry Baum	13-013-001-15
Consumers Energy Company	13-013-001-10
Larry Poll	13-013-005-00
Flex Fab	13-013-001-25
Family Tree	13-013-027-00

EXHIBIT B

URBAN SERVICES DISTRICT

The Urban Services District is comprised of:

The real property as legally described below and as shown on the attached survey (p. B-7):

Located in Section 13, T. 3 N., R. 9 W.
Rutland Township, Barry County, Michigan

Legal Description:

A parcel of land in the Northeast 1/4 of Section 13, Town 3 North, Range 9 West, Rutland Township, Barry County, Michigan, described as: Beginning at a point on the East line of said Section 13 distant S00°45'49"E 1854.48 feet from the Northeast corner of said Section 13, said point also being the intersection of said East Section line with the Southerly right-of-way line of Highway M-43; thence S00°45'49"E 250.91 feet along said East Section line; thence Westerly 1220.04 feet along the arc of a curve to the left, the radius of which is 7314.44 feet, the central angle of which is 9°33'25" and the chord of which bears S79°30'23"W 1218.63 feet, said arc being parallel with and 325 feet southerly of the centerline of Highway M-43; thence Northerly along the center of an unnamed stream the following ten courses; N50°24'09"E 13.20 feet; thence N36°57'38"E 35.24 feet; thence N15°58'55"W 16.78 feet; thence N15°58'03"E 25.40 feet; thence N17°08'31"E 53.00 feet; thence N09°18'50"W 35.78 feet; thence N30°54'12"W 25.06 feet; thence N08°31'44"W 60.60 feet; thence N49°03'39"E 9.46 feet; thence N00°40'34"E 15.70 feet to the southerly right-of-way line of Highway M-43; thence easterly parallel with and 75 feet southerly from the centerline of Highway M-43 1185.22 feet along the arc of a curve to the right, the radius of which is 7564.44 feet, the central angle of which is 8°58'38" and the chord of which bears N79°57'36"E 1184.01 feet to the point of beginning. Containing 6.79 acres of land, more or less. Part of Permanent Parcel No. 08-13-013-001-30.

As well as the real property as listed and legally described below and as shown on the attached map (p. B-8) as "2nd Urban Services District":

• 08-13-013-001-30	• 08-13-013-001-35
• 08-13-013-001-40	• 08-13-013-001-50

Parcel # 08-13-013-001-30

RUTLAND CHTR TWP ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT "A" WHICH LIES WITHIN A STRIP OF LAND 250 FT IN WIDTH LYING SLY OF PARALLEL TO & ADJACENT TO A LI DESC AS BEG AT A PT ON THE E LI OF SEC 13-3-9 WHICH IS S 00 DEG 47' 55" E 1854.88 FT FR THE NE COR OF SD SEC 13 SD PT ALSO BEING A PT ON THE ARC OF A 7564.44 FT. RADIUS CURVE TO THE LEFT TH SWLY AL THE ARC OF SD CURVE 1729.08 FT (CHORD BEARING S 77 DEG 52' 05" W CHORD DISTANCE 1725.32 FT) TO THE PT OF TANGENCY OF SD CURVE TH S 71 DEG 19' 11" W 400 FT TO A PT OF ENDING ON THIS DESCRIBED LI. SD LAND IS ALL THAT LYING WLY OF UNNAMED STREAM LOCATED COM AT NE COR SEC 13 TH S 00 DEG 45' 49" E 1854.48 FT TO SLY ROW LI HWY M-43 TH SWLY 653.1 FT AL ARC OF CURVE TO LEFT WITH RADIUS OF 7564.44 FT & CHORD BEARING S 81 DEG 58' 32" W 652.9 FT TH S 77 DEG 29' 13" W 532 FT FOR POB OF SD STREAM TH SLY & SWLY TO S LI TRACT "A". TRACT A IS DESC AS COM AT NE COR SEC 13-3-9 FOR POB TH S ON SEC LI TO A POST 65 RDS N OF SE COR SD SEC 13 TH W 160 RDS TO POST ON QTR LI RUNNING N & S THROUGH SD SEC 13 65 RDS N OF QTR POST ON S SIDE SEC 13 TH N 90 RDS 15 LINKS TO CNTR OF

(Prepared 10-3-16)

HWY RUNNING FROM HASTINGS TO YANKEE SPRINGS TH S 58 DEG E 28 RDS 10 LINKS AL CNTR OF SD HWY S 40 DEG E 18 RDS 18 LINKS AL CNTR OF SD HWY TH S AL CNTR OF SD HWY 78 DEG E 10 RDS TH N 120 RDS TO CNTR OF THORNAPPLE RIVER TH NELY AL CNTR OF RIVER TO INTERSECTION OF N LI SEC 13 WITH CNTR OF RIVER TH E ON SEC LI 16 RDS TO POB

Parcel # 08-13-013-001-35

RUTLAND CHARTER TWP ALL THAT PART NE 1/4 SEC 13-3-9 LYING S & E OF TRAVERSE LI OF THORNAPPLE RIVER & N OF CNTRLI HWY M-43/M-37 EX THAT PART W OF A LI DESCRIBED AS COM AT CNTR SEC 13 TH N 61.2 FT TH W 92.8 FT TH S 47 DEG 52' E 310.3 FT TH N 40 DEG 46' E 1073.4 FT TO S LI RR ROW FOR POB TH N OO DEG 12' E TO THORNAPPLE RIVER. SAID LI TO ALSO EXTEND SLY TO CNTRLI HWY M-43/M-37 ALSO EX COM AT E 1/4 POST SEC 13 TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 355.26 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 02 DEG 38' 40" & LONG CHORD BEARING S 83 DEG 52' 01" W 355.23 FT AL SD NLY ROW LI FOR POB TH SWLY 885.8 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 06 DEG 35' 36" & LONG CHORD BEARING S 79 DEG 14' 53" W 885.31 FT AL SD NLY ROW LI TH N 13 DEG 50' 56" W 253 FT TH NELY 947.13 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 06 DEG 49' 32" & LONG CHORD BEARING N 79 DEG 22' 13" E 946.57 FT TH S 00 DEG 00' 00" E 255.08 FT TO POB

Parcel # 08-13-013-001-40

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 355.26 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 02 DEG 38' 40" & LONG CHORD BEARING S 83 DEG 52' 01" W 355.23 FT AL SD NLY ROW LI FOR POB TH CON'T SWLY 415.04 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 06 DEG 35' 36" & LONG CHORD BEARING S 79 DEG 14' 53" W 414.63 FT AL SD NLY ROW LI TH N 10 DEG 27' 05" W 253 FT TH NELY 461.37 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 06 DEG 49' 32" & LONG CHORD BEARING N 79 DEG 22' 13" E 460.89 FT TH S 00 DEG 00' 00" E 255.08 FT TO SD NLY ROW LI TO POB

Parcel # 08-13-013-001-50

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH N 00 DEG 07' 00" W 942.63 FT TO NLY ROW LI HWY M-43/M-37 TH SWLY 770.3 FT AL 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 05 DEG 44' 01" & CHORD BEARING S 82 DEG 19' 20" W 769.98 AL SD NLY ROW LI FOR POB TH CON'T SWLY 470.76 FT AL A 7697.46 FT RADIUS CURVE TO LEFT CENTRAL ANGLE OF 03 DEG 30' 15" & CHORD BEARING S 77 DEG 42' 12" W 470.68 FT AL SD NLY ROW LI TH N 13 DEG 50' 56" W 253 FT TH NELY 485.76 FT AL A 7950.46 FT RADIUS CURVE TO RIGHT CENTRAL ANGLE OF 03 DEG 30' 15" & CHORD BEARING N 77 DEG 42' 28" E 485.68 FT TH S 10 DEG 27' 05" E 253 FT TO POB

As well as the real property as listed and legally described below and as shown on the attached map (page B-9) as "3rd Urban Services District":

- **08-13-013-001-20**
- **08-13-013-001-00**
- **08-13-013-001-08**
- **08-13-013-001-25**
- **08-13-013-002-00**
- **08-13-013-003-00**
- **08-13-013-004-00**
- **08-13-013-005-05**
- **08-13-013-014-00**
- **08-13-013-021-00**
- **08-13-013-024-00**
- **08-13-013-024-10**
- **08-13-013-025-00**
- **08-13-013-025-10**
- **08-13-013-001-15**
- **08-13-013-001-10**
- **08-13-013-001-04**
- **08-13-013-026-00**
- **08-13-013-027-00**
- **08-13-013-032-05**

Parcel No. 008-13-013-001-20 (W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13 T3N R9W TH S 0 DEG 48' W 371.45 FT FOR POB TH N 89 DEG 12' W 513 FT TH S 0 DEG 48' W 553.63 FT TO CNTRLI FORMER M37-M43 HWY TH SELY AL SD CNTRLI 527.11 FT TO E LI SEC 13 TH N 0 DEG 48' E TO POB

Parcel No. 08-13-013-001-00 (W. Green St.)

RUTLAND TWP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11'23" E 198.31 FT FOR POB TH S 00 DEG 11'23" E 164.73 FT TH S 89 DEG 41'01" W 510.6 FT TH S 00 DEG 26'23" E 185.6 FT TH S 00 DEG 14'46" E 362.67 FT TO CNTRLI W GREEN ST TH NWLY 67.6 FT AL SD CNTRLI & ARC OF CURVE TO LEFT RADIUS OF WHICH IS 11459.16 FT & CHORD BEARING N 78 DEG 22'53" W 67.6 FT TH N 00 DEG 13'29" W 273.55 FT TH S 89 DEG 38'16" W 240.14 FT TH S 00 DEG 12'48" E 224.74 FT TO CNTRLI W GREEN ST TH N 78 DEG 55'37" W 61.12 FT AL SD CNTRLI TH N 00 DEG 13'28" W 494.51 FT TH S 89 DEG 40'39" W 130.61 FT TH S 75 DEG 27'51" W 169.27 FT TH S 17 DEG 10'50" W 93.6 FT TH S 00 DEG 14'46" E 298.7 FT TO CNTRLI W GREEN ST TH N 78 DEG 55'37" W 69.46 FT AL SD CNTRLI TH NWLY 214.36 FT AL SD CNTRLI & ARC OF CURVE TO RIGHT RADIUS BEING 3015.57 FT & CHORD BEARING N 76 DEG 53'26" W 214.31 FT TH N 00 DEG 11'13" W 230.12 FT TH S 89 DEG 41'15" W 264.76 FT TH S 00 DEG 15'52" E 143.7 FT TO CNTRLI W GREEN ST TH NWLY 158.72 FT AL SD CNTRLI & ARC OF CURVE TO RIGHT RADIUS BEING 3015.57 FT & CHORD BEARING N 68 DEG 03'35" W 158.72 FT TH N 00 DEG 33'39" E 698.14 FT TH N 71 DEG 57'45" E 274.42 FT AL A LI THAT IS PARALLEL WITH & 325 FT SELY OF CNTRLI HWY M-43/M-37 TH CON'T NELY 828.29 FT AL A LI PARALLEL WITH & 325 FT SELY OF CNTRLI HWY M-43/M-37 & ARC OF CURVE TO RIGHT RADIUS BEING 7314.44 FT & CHORD BEARING N 75 DEG 12'24" E 827.85 FT TH S 00 DEG 12'06" E 469.28 FT TH N 89 DEG 47'54" E 749.98 FT TO WLY ROW LI COOK RD TH S 00 DEG 11'23" E 154.24 FT AL SD ROW LI TH N 89 DEG 48'37" E 65 FT TO POB

Parcel No. 08-13-013-001-08 (1272 W. Green St.)

RUTLAND TWP COM AT E 1/4 POST SEC 13 T3N R9W TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 610 FT TH TH 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 362.67 FT TO CNTRLI W GREEN ST TH NWLY 142.88 FT AL SD CNTRLI & ARC OF CURVE TO LEFT RADIUS BEING 11459.16 FT & CHORD BEARING N 78 DEG 34' 11" W 142.88 FT TH N 78 DEG 55' 37" W 230.82 FT FOR POB TH N 00 DEG 13' 28" W 494.51 FT TH S 89 DEG 40' 39" W 130.61 FT TH S 76 DEG 27' 51" W 169.27 FT TH S 17 DEG 10' 50" W 93.6 FT TH S 00 DEG 14' 46" E 298.7 FT TO CNTRLI W GREEN ST TH S 78 DEG 55' 37" E 328.88 FT TO POB

Parcel No. 08-13-013-001-25 (102 S. Cook Rd.)

RUTLAND TWP A PAR IN TH NE 1/4 SEC 13-3-9, COM AT TH E 1/4 POST OF SAID SEC, TH N 0 DEG 47' 55" W ALG TH E LN OF SAID SEC 5.90 FT., TH S 89 DEG 12' 5" W 65 FT TO WLY ROW LN OF COOK RD FOR TH POB., TH S 00 DEG 47'55" E 50 FT AL SD VWLY ROW LI TH S 89 DEG 09'35" W 749.96 FT TH N 00 DEG 50'25" W 468.94 FT TH NELY PARALLEL WITH & 325 FT SLY CNTRLI HWY M-43 790.98 FT AL ARC OF CURVE TO RT RADIUS BEING 7314.44 FT & CHORD BEARING N 80 DEG 54'01" E 790.59 FT TH S 00 DEG 47'55" E 129.22 FT TH SWLY 279 FT AL ARC OF CURVE TO LEFT AL WLY ROW LI COOK RD RADIUS BEING 1210.92 FT & CHORD BEARING S 05 DEG 48'07" W 278.39 FT TH S 00 DEG 47' 55" E AL SD WLY ROW 126.77 FT TO POB.

Parcel No. 08-13-013-002-00 (1110 W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 510.6 FT TH TH S 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 311.55 FT TO NLY ROW LI W GREEN ST TH NWLY 67.56 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING N 78 DEG 26' 01" W 67.56 FT FOR POB TH NWLY 65.29 FT AL ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING 78 DEG 35' 46" W 65.29 FT TH N 78 DEG 55' 37" W 46.93 FT AL SD ROW TH N 00 DEG 13' 29" W 200.07 FT TH N 89 DEG 38' 16" E 110 FT TH S 00 DEG 13' 29" E 222.5 FT TO POB

Parcel No. 08-13-013-003-00 (1120 W. Green St.)

RUTLAND TOWNSHIP COM AT E 1/4 POST SEC 13-3-9 TH S 00 DEG 11' 23" E 363.04 FT TH S 89 DEG 41' 01" W 510.6 FT TH TH S 00 DEG 26' 23" E 185.6 FT TH S 00 DEG 14' 46" E 311.55 FT TO NLY ROW LI W GREEN ST TH NWLY 132.85 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 11509.16 FT & CHORD BEARING N 78 DEG 35' 46" W 132.85 FT TH N 78 DEG 55' 37" W 46.93 FT AL SD ROW FOR POB TH N 78 DEG

55' 37" W 132.75 FT AL SD ROW LI TH N 00 DEG 12' 48" W 173.75 FT TH N 89 DEG 38' 16" E 130.14 FT TH S 00 DEG 13' 29" E 200.07 FT TO POB

Parcel No. 08-13-013-004-00 (W. Green St.)

RUTLAND TWP BEG 79.9 FT S AND 63.2 FT E OF CEN SEC 13-3-9, TH N 40 DEG 46' E 1073.4 FT TO S LINE MCRR, TH S 0 DEG 12' W 1194.1 FT, TH NWLY 804 FT TO BEG. EX PAR PURCHASED BY STATE FOR HWY PURP.

Parcel No. 08-13-013-005-05 (1600 W. Green St.)

RUTLAND TWP COM AT TH W 1/4 COR SEC 13-3-9, TH N 87 DEG 53' 57" E 2641.96 FT TO CEN OF SAID SEC FOR POB OF THIS DISC, TH S 87 DEG 53' 57" W 47.25 FT ALG S LN OF NW 1/4 OF SAID SEC, TH N 47 DEG 10" W 72.82 FT ALG FORMER ROW LN OF HEATH RD, TH N 30 DEG 15' E 140.37 FT, TH ELY ALG SLY LN M-43 M-37 278.62 FT ALG A 7714.44 FT RADIUS CURVE TO THE LEFT, TH CHORD BEARS N 72 DEG 21' 16" E 278.61 FT, TH N 71 DEG 19' 11" E 166.42 FT ALG SAID SLY LN, TH S40 DEG 29' W 517.08 FT, TH WLY ALG NLY LN OLD HWY M-37 62.24 FT ALG A 1195.92 FT CURVE TO LEFT, TH CHORD BEARS N 66 DEG 09' 32" W 62.23 FT, TH N 0 DEG 35' 11" W 61.34 FT TO POB ALSO THAT PART OF SW 1/4 SEC 13 LYING NELY OF CNTRLI GREEN ST

Parcel No. 08-13-013-014-00 (1420 W. Green St.)

RUTLAND TWP COM ON NLY LI OF FORMER M-43 & M-37 HWY (W GREEN ST) 1480.4 FT W OF E LI SEC 13 T3N R9W FOR POB TH N 165 FT W 264 FT S 91.35 FT TO NLY LI OF HWY M-43 & M-37 (W GREEN ST) TH SELY AL HWY 278.8 FT TO POB

Parcel No. 08-13-013-021-00 (1065 W. Green St.)

RUTLAND TWP COM AT A PT IN SE 1/4 SEC 13-3-9 AT CENTER OF W GREEN ST ON E LI SEC 13 FOR POB TH S 16 RDS W 15 RDS TH N TO CNTR W GREEN ST TH ELY TO POB

Parcel No. 08-13-013-024-00 (1111 W. Green St.)

RUTLAND TWP COM AT SE COR SEC 13-3-9 TH N 1073.85 FT TH N 89 DEG 56' W 917.45 FT TH N 00 DEG 04' W 264.05 FT FOR POB TH N 00 DEG 04' W 264.59 FT TH S 78 DEG 43' E 231.20 FT TH N 00 DEG 08' W 198 FT M/L TO CNTRLI W GREEN ST TH S 78 DEG 26' E 150 FT M/L TH S 00 DEG 8' E 389.07 FT M/L TO A PT THAT IS S 89 DEG 57' 11" E 373.83 FT FR POB TH N 89 DEG 57' 11" W 373.83 FT TO POB

Parcel No. 08-13-013-024-10 (W. Green St.)

RUTLAND TOWNSHIP COM AT SE COR SEC 13-3-9 TH N 1073.85 FT FOR POB TH N 89 DEG 56' W 917.45 FT TH N 00 DEG 04' W 264.05 FT TH S 89 DEG 57' 11" E 374.93 FT TH N 00 DEG 08' W 338.99 FT TH S 77 DEG 55' E 304.3 FT TH S 273.37 FT TH S 89 DEG 56' E 247.5 FT TH S 264 FT TO POB

Parcel No. 08-13-013-025-00 (1121 W. Green St.)

RUTLAND TWP COM AT SE COR SEC 13-3-9 TH N 00 DEG 57' 25" E AL E LI SEC 1568.67 FT TH N 77 DEG 35' 50" W 932.72 FT TO A PT ON SLY LI OF ROW W GREEN ST FOR POB TH S 00 DEG 52' 35" W 146.85 FT TH S 78 DEG 43' E 131.20 FT TH NLY TO A PT S 77 DEG 35' 50" E 141 FT FR POB TH N 77 DEG 35' 50" W 141 FT TO POB.

Parcel No. 08-13-013-025-10 (1117 W. Green St.)

RUTLAND TWP COM AT A PT ON CNTRLI OF S GREEN ST IN SE 1/4 SEC 13-3-9 WHERE IT CROSSES THE E LI SEC 13 TH NW AL CNTRLI S GREEN ST 915 FT FOR POB TH S 198 FT TH E 100 FT TH N 198 FT TO CNTRLI OF HWY TH AL CNTRLI OF HWY TO POB

Parcel No. 08-13-013-001-15 (W. Green St.)

RUTLAND CHARTER TWP. A PARCEL OF LAND IN THE SW 1/4 SEC.13-T3N-R9W, DESCRIBED AS; COMMENCE AT THE SE. CORNER OF SAID SEC; THENCE N 00 DEGREE 57'25" E. ALG. THE EAST LINE OF SAID SEC., 1568.67FT; THENCE N 77 DEGREES 35'50" W.,932.72FT.; TO A PT. ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE STATE TRUNK HIGHWAY M-43 AND THE PLACE OF BEG.OF THIS DESC. TH. S. 00 DEGREES 52'35" W., 670.50FT; TH. N 88 DEGREES 08'50" W. 195.97FT; TH. N 00 DEGREES 52'35" E.,710.54FT; TO THE SOUTHERLY RIGHT OF WAY OF SAID HIGHWAY M-43; TH. S. 77 DEGREE 35'50" E. ALG. THE SOUTHERLY LINE SAID HIGHWAY M-43, 200.00FT; TO POB

Parcel No. 08-13-013-001-10 (1125 W. Green St.)

RUTLAND CHTR TWP. A PAR IN SE 1/4 SEC 13 T3N R9W COM SE COR SEC 13 TH N 00 DEG 57' 25" E. ALONG E. LINE OF SEC. 13 1568.67 FT., TH. N 77 DEG 35' 50" W.1132.72FT; TO PT IN S'LY LINE OF R.O.W. OF H.W.Y. M-43 FOR A POB FOR THIS DESC., TH. N. 77 DEG 35' 50" W. ALONG SLY. LINE OF ROW OF SAID HWY 158.93FT.;TO THE PT. OF 1 DEG 57'00" CURVE TO THE RIGHT, TH. ALG. ARC OF THE CURVE 256.47FT. TH. S. 00 DEGREES 52'35" W. 804.18FT., TH. S. 89 DEGREES 08'50" E. 404.63FT., THENCE N. TO POB.

Parcel No. 08-13-013-001-04 (W. Green St.)

RUTLAND TWP COM N 00 DEG 04' 52" E 1107.17 FT FR S 1/4 POST SEC 13 T3N R9W FOR POB TH N 89 DEG 44' 29" E 1133.17 FT TH N 00 DEG 19' 22" W 853.87 FT TO CNTRLI GREEN ST TH WLY TO A PT ON SWLY ROW LI W GREEN ST WHICH IS N 00 DEG 00' 00" E 1959.93 FT TH N 90 DEG 00' 00" W 1751.52 FT FR SE COR SEC 13 TH S 16 DEG 10' 51" W 164.41 FT TH S 00 DEG 00' 00" W 62 FT TH N 90 DEG 00' 00" W 447 FT TH N 00 DEG 00' 00" E 62 FT TH N 90 DEG 00' 00" W 209.44 FT TH S 89 DEG 29' 58" W 186.66 FT M/L TO N & S 1/4 LI SEC 13 TH S 00 DEG 04' 52" W 727.03 FT M/L TO POB

Parcel No. 08-13-013-026-00 (1375 W. Green St.)

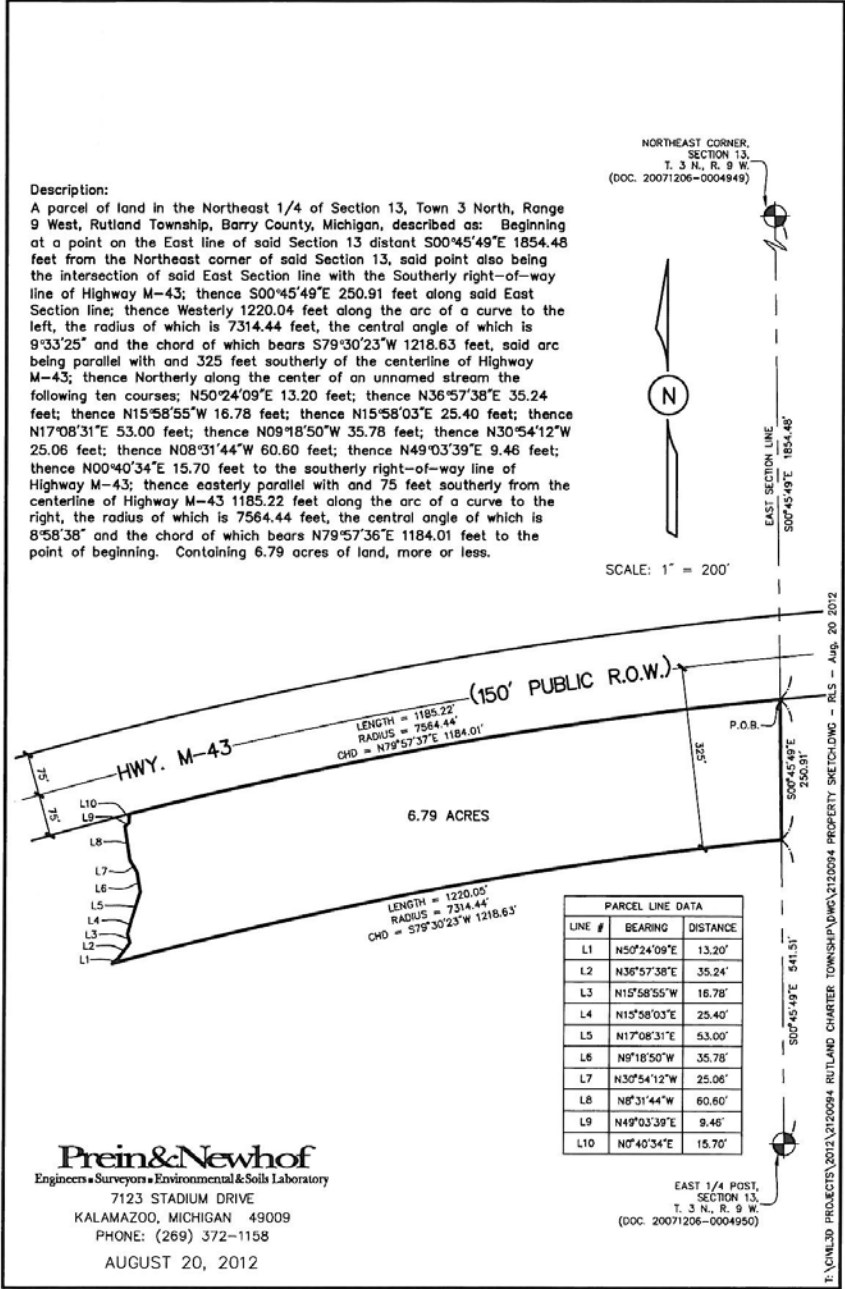
RUTLAND TOWNSHIP COM AT SE COR SEC 13-3-9 TH N 00 DEG 00' 00" E 1959.93 FT TH N 90 DEG 00' 00" W 1751.5 FT TO PT ON S LI W GREEN ST (50 FT RECTANGULAR MEASURE SLY FR CONSTRUCTION CNTRLI FOR POB TH S 16 DEG 10' 51" W 164.41 FT TH S 00 DEG 00' 00" W 62 FT TH N 90 DEG 00' 00" W 241.44 FT TH N 00 DEG 00' 00" E 109.15 FT TH N 06 DEG 08' 38" E 224.87 FT TO SLY ROW LI W GREEN ST TH SELY 286.44 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 3402.35 FT & CHORD BEARING S 66 DEG 47' 48" E 286.35 FT TO POB

Parcel No. 08-13-013-027-00 (1505 W. Green St.)

RUTLAND TOWNSHIP COM AT SE COR SEC 13 T3N R9W TH N 00 DEG 00' 00" E 1959.93 FT TH N 90 DEG 00' 00" W 1751.52 FT TO A PT ON SWLY ROW LI WEST GREEN ST TH N 66 DEG 47' 48" W 286.35 FT AL CHORD OF ARC OF SD ROW LI FOR POB TH S 06 DEG 08' 38" W 224.87 FT TH S 00 DEG 00' 00" W 109.15 FT TH N 90 DEG 00' 00" W 205.56 FT TH N 00 DEG 00' 00" E 62 FT TH N 90 DEG 00' 00" W 209.44 FT TH N 00 DEG 00' 07" W 220.13 FT TH N 52 DEG 50' 52" E 277.84 FT TO SLY ROW LI WEST GREEN ST TH SELY 247.26 FT AL SD ROW LI & ARC OF CURVE TO LEFT RADIUS BEING 2434.27 FT & CHORD BEARING S 61 DEG 41' 43" E 247.15 FT TO POB

Parcel No. 08-13-013-032-05 (W. Green St.)

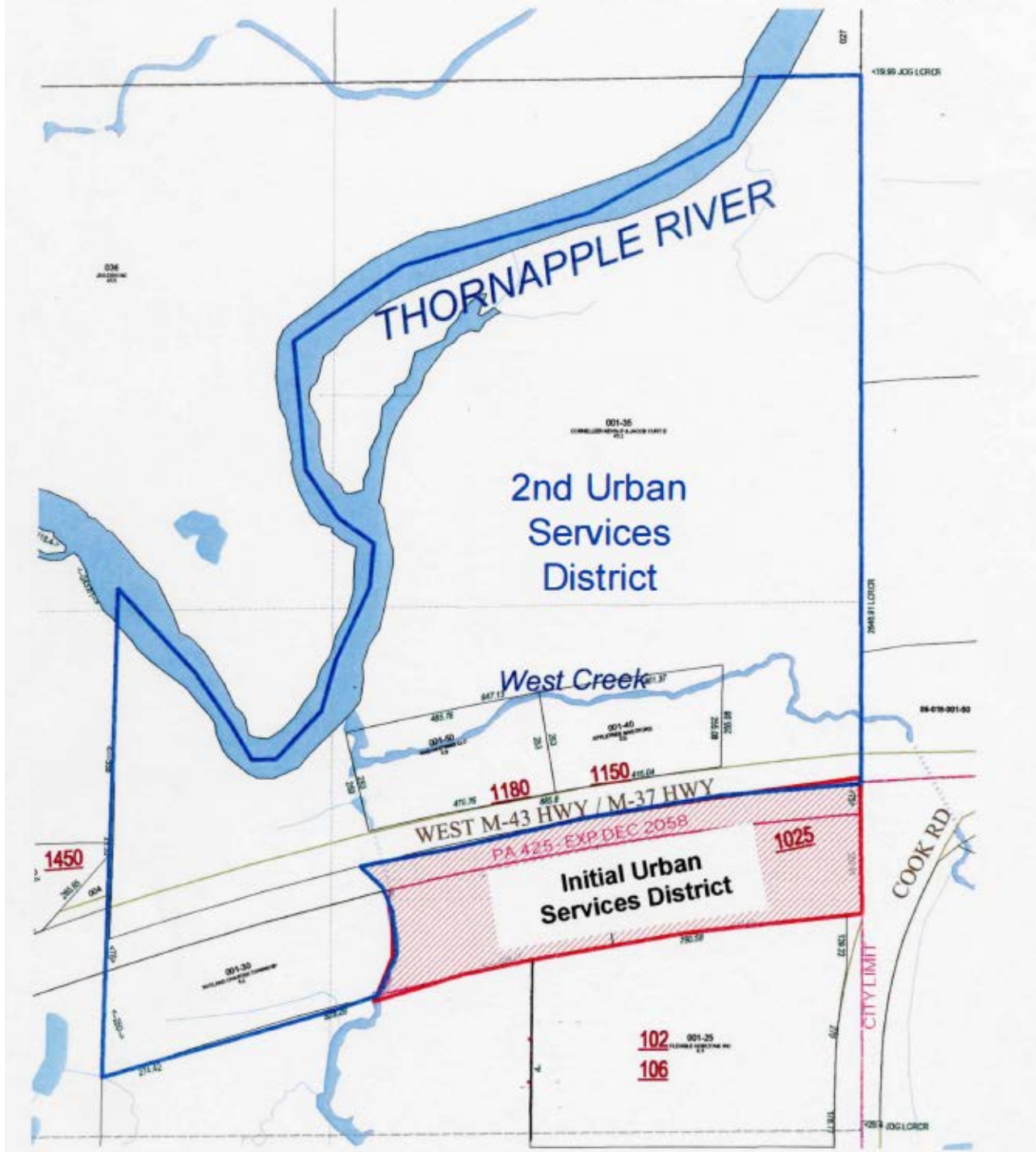
RUTLAND TWP BEG AT TH INTERS OF TH N&S 1/4 LN OF SEC 13-3-9 WITH TH CEN LN OF GREEN ST. SAID PT BEING S 0 DEG 34' 26" E 112. 56 FT FROM CEN OF SAID SEC 13., TH 182.57 FT ALG SAID CEN LN & TH ARC OF TH CURVE TO TH RT., WHOSE RADIUS IS 1145.92 FT., & WHOSE CORD BEARS S 61 DEG 55' 55" E 182.38 FT., TH S 57 DEG 22' 03" E ALG SAID CEN LN 155.13 FT., TH 190.82 FT. ALG CEN LN & ARC OF CUR TO LEFT RADIUS IS 3720.84 FT & CHORD BEARS S 58 DEG 50' 12" E 190.80 FT., TH S 52 DEG 20' 57" W 331.59 FT., TH S 0 DEG 30' 02" E 221.30 FT. TH S 89 DEG 29' 58" W 186.66 FT TO SAID N & S 1/4 LN., TH N 0 DEG 34' 26" W 692.88 FT TO POB, 3.87 A M/L



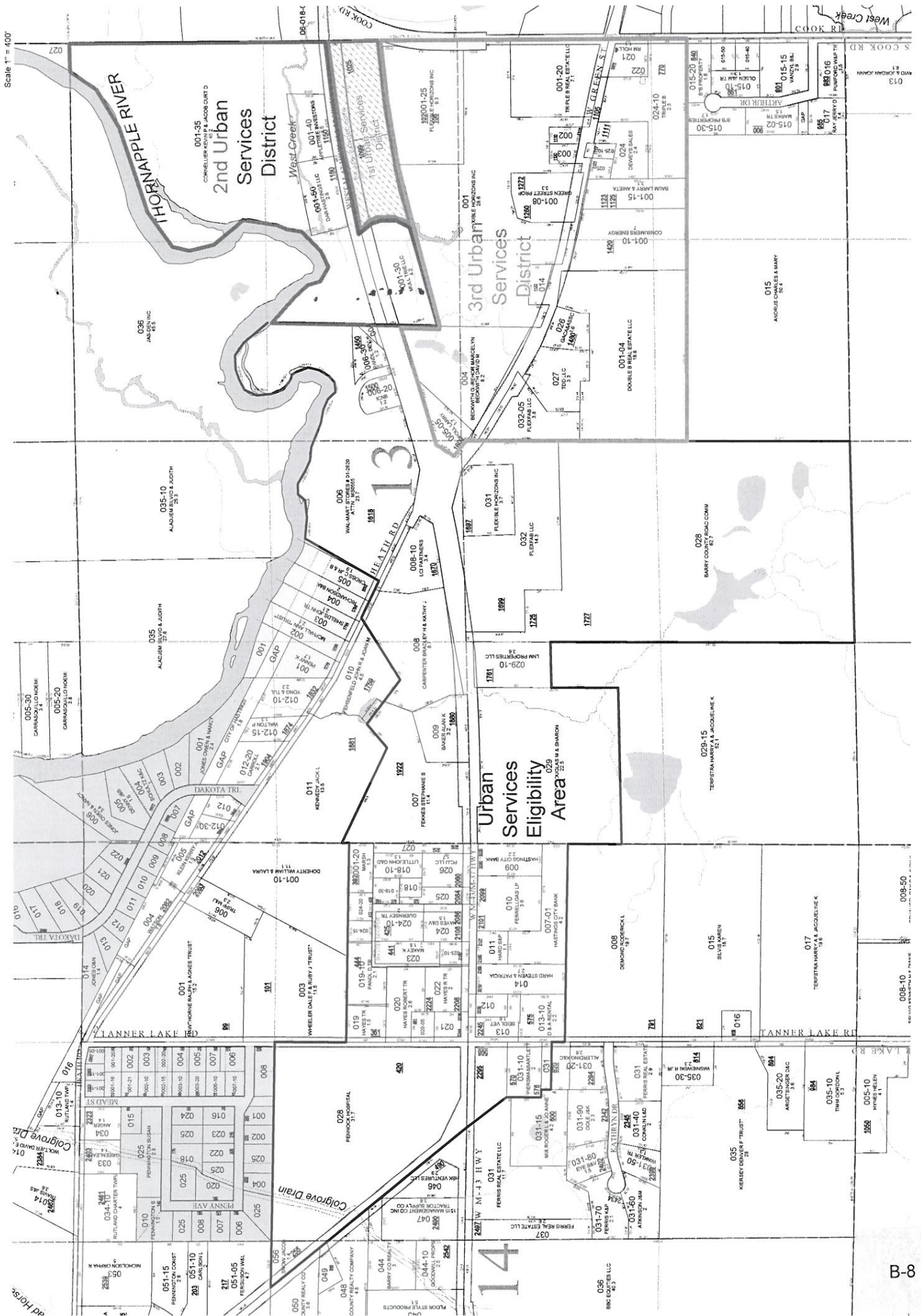
Map of 2nd Urban Services District

Rutland Charter Township

Scale 1" = 150'



Rutland Charter Township



Scale 1" = 400'

2016-2 ESCROW AGREEMENT UNDER RUTLAND CHARTER TOWNSHIP-CITY OF HASTINGS INTERGOVERNMENTAL AGREEMENT FOR SHARING URBAN SERVICES, FOR RUTLAND CHARTER TOWNSHIP-CITY OF HASTINGS 2016-2 URBAN SERVICES AND ECONOMIC DEVELOPMENT AGREEMENT (creating 3rd Urban Services District)

This agreement is between Rutland Charter Township, 2461 Heath Road, Hastings, MI 49058 ("Township"), the City of Hastings, 201 East State Street, Hastings, MI 49058 ("City"), and the Barry County Administrator (for and on behalf of Barry County), 220 West State Street, Hastings, MI 49058 ("Administrator"), and shall become effective on the date it has been executed by all three parties.

The purpose of this agreement is to establish the Administrator as a neutral third party escrow agent with respect to a document entitled "Rutland Charter Township-City of Hastings 2016-2 Urban Services and Economic Development Agreement (creating 3rd Urban Services District)" ("2016-2 Urban Services Agreement"), as provided by Section 3.2 of the Rutland Charter Township-City of Hastings Intergovernmental Agreement for Sharing Urban Services ("Intergovernmental Agreement") in which this Escrow Agreement is referred to as Exhibit C, and as further specified herein.

Pursuant to the foregoing, the parties agree as follows:

1. If and when the 2016-2 Urban Services Agreement is approved and executed by the Township and City, the Township Clerk or her designee shall forthwith hand-deliver two complete duplicate originals of that 2016-2 Urban Services Agreement to the Administrator. The Administrator shall acknowledge receipt of the two duplicate originals in writing to the Township Clerk and City Clerk.
2. The Administrator shall forthwith seal both duplicate originals of the 2016-2 Urban Services Agreement in an envelope and place the sealed envelope in a locked vault on the premises of the Barry County offices in such a manner as to be secure from unauthorized access and safe from reasonably anticipated natural disasters.
3. The Administrator shall retain the sealed envelope with both duplicate originals of the 2016-2 Urban Services Agreement until receiving either: (1) a Notice of Completion of Project in the form attached hereto and executed by the City Clerk; or (2) a joint written acknowledgement of the City Clerk and Township Clerk that the 2016-2 Urban Services Agreement will not become effective.
4. In the event the Administrator receives the executed Notice of Completion from the City Clerk the Administrator shall do all of the following:
 - A. File one of the duplicate originals of the 2016-2 Urban Services Agreement with the Barry County Clerk, and send a copy of the

filed document and cover letter to the City Clerk and to the Township Clerk.

- B. File one of the duplicate originals of the 2016-2 Urban Services Agreement with the Michigan Secretary of State, and send a copy of the filed document and cover letter to the City Clerk and to the Township Clerk.
5. In the event the Administrator receives a written acknowledgement from the City Clerk and Township Clerk jointly informing the Administrator the 2016-2 Urban Services Agreement retained in escrow will not become effective, the Administrator shall stamp or write "VOID" on the first page and signature page of both duplicate originals of the 2016-2 Urban Services Agreement held in escrow, and return one such voided duplicate original to the City Clerk and return the other voided duplicate original to the Township Clerk.
6. The Administrator shall have no obligation to either the City or the Township except as specified in this Escrow Agreement; and shall have no further responsibility to either the City or the Township pursuant to this Escrow Agreement after carrying-out the ministerial actions specified in paragraphs 2-3 and either paragraph 4 or 5 above, as applicable.
7. The Administrator shall perform the obligations required by this Escrow Agreement without any compensation, but shall be reimbursed by the City and Township, in equal shares, for any reasonable and necessary expenses incurred to carry-out his obligations under this Escrow Agreement, such as postage costs.

This Escrow Agreement shall be binding upon the parties, as well as their respective successors and assigns; provided the Administrator shall not assign any of his obligations under this Escrow Agreement to any other person or entity without the express prior written consent of both the City and Township in the form of resolutions approved by the respective governing body of each and certified by the respective Clerk of each.

In witness whereof the parties hereto have executed this Escrow Agreement on the date written below.

(Remainder of page left intentionally blank.)

CITY OF HASTINGS

Date: _____

By: _____
Its: Mayor

Date: _____

By: _____
Its: Clerk

RUTLAND CHARTER TOWNSHIP

Date: _____

By: _____
Its: Supervisor

Date: _____

By: _____
Its: Clerk

BARRY COUNTY

Date: _____

By: _____
Its: Administrator