



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
BROWNFIELD REDEVELOPMENT AUTHORITY
February 17, 2022 8AM

1. CALL MEETING TO ORDER
2. APPROVAL OF AGENDA
3. APPROVAL OF MINUTES
4. PUBLIC REMARKS
5. NEW BUSINESS
 - A. Election of Officers
 - B. Bank Statements
 - C. 2021 Quarterly Reports – Village of Okemos EGLE Grant
 - D. New Brownfield Plan Introduction – Village of Okemos Blocks 1&2
 - E. Consultant Contract Proposal – Village of Okemos Blocks 1&2 review
6. OLD BUSINESS
7. PROJECT UPDATES
 - A. Haslett Marathon
 - B. Pine Village
 - C. Elevation at Okemos Pointe
 - D. 2360 Jolly
8. PUBLIC REMARKS
9. ADJOURNMENT

NEXT MEETING: March 17, 2022 at 8AM

IN PERSON MEETING
5151 Marsh Road
Town Hall Room

Individuals with disabilities requiring auxiliary aids or services should contact:
Director of Community Planning and Development, Timothy R. Schmitt, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4576 - Ten
Day Notice is Required.
Meeting Location: 5151 Marsh Road, Okemos, MI 48864

Providing a safe and welcoming, sustainable, prime community



Meridian Township Brownfield Redevelopment Authority
Program Policies and Procedures
Adopted: September 26, 2018

Section 1: Background

Michigan's Brownfield Redevelopment Financing Act, 1996 Public Act 381 (Act 381), as amended, enables Brownfield Redevelopment in the State of Michigan and the establishment of brownfield authorities and zones. Public Act 381 provides brownfield redevelopment authorities with multiple tools to facilitate redevelopment, including tax increment financing to support eligible brownfield expenses incurred through reuse of a contaminated, blighted, historic, and/or functionally obsolete property.

On April 18, 2017, the Meridian Township Board adopted a resolution establishing the Brownfield Redevelopment Authority (MTBRA) in accordance with Act 381. Under the Bylaws established by the MTBRA and approved by the Township Board as adopted on September 19, 2017, the MTBRA shall consist of a member each of the Planning Commission, Economic Development Corporation, and Environmental Commission, and three members having an interest or expertise in the fields of engineering, finance, or law.

Section 2. Purpose

The purpose of the MTBRA is to facilitate the redevelopment of previously developed sites classified as eligible property in Act 381 of 1996 and Part 201 of Public Act 451 of 1994 (Natural Resources and Environmental Protection Act), as amended.

Meridian Township staff is available to assist with implementation of the policies and procedures described herein. Township staff will serve as a liaison between the MTBRA and the various entities involved with the redevelopment of a brownfield site and guide a developer through the brownfield process. It is strongly encouraged to contact staff early in the project planning process to minimize delays in the approval process.

Section 3: Policies

3.a. Eligible Activities

The MTBRA is authorized to allow the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of "eligible activities" as identified in Public Act 381. Eligible activities include, but are not limited to, the following:

- Phase I Environmental Site Assessments (ESAs)
- Phase II site investigations
- Baseline Environmental Assessments (BEAs)
- Due Care Plans (pre-development and post-development plans)
- Transportation and disposal of soils impacted above Part 201 criteria
- Dewatering
- Fill – clean backfill, placement, and compaction to fill voids from removal of impacted soils

- Engineering controls – vapor mitigation systems, infiltration prevention and diversion barriers
- Removal and closure of underground storage tanks or other containers (i.e. drums, hoists, aboveground storage tanks, hazardous materials)
- Disposal of solid waste
- Dust control related to due care activities
- Industrial cleaning
- Sheeting and shoring necessary for removal of materials exceeding Part 201 criteria
- Specialized foundations on land impacted above Part 201 criteria (subject to a cost-benefit analysis)
- Other interim response and remedial action undertaken to prevent, minimize, or mitigate injury to public health, safety, or welfare, or to the environment
- Asbestos, Lead and Mold Surveys
- Asbestos, Lead and Mold Abatement
- Building Demolition - interior, partial or whole building including Pre-Demolition Surveys
- Site Demolition including removal of utilities
- Fill – clean backfill, placement, compaction and/or rough grading to balance site where former structures were located)
- Soft Costs related to environmental response actions, abatement and demolition activities
- Reasonable costs of preparing Brownfield Plan(s) and Act 381 Work Plan(s)
- Brownfield Authority administrative fees
- Interest on unreimbursed eligible activities
- Capture for the Local Brownfield Revolving Fund

3.b. To qualify for brownfield incentives:

1. The proposed project site meets the definition of an eligible property as defined in Public Act 381 of 1996, as amended, MCL 125.2652 Definitions.
2. The project is located within the jurisdictional boundaries of Meridian Township.
3. The proposed redevelopment for the eligible property is consistent with the master plan, zoning ordinance, and community/economic development goals of Meridian Township, as determined by the MTBRA and Township Board.
4. The existing character of the eligible property is such that redevelopment activities would be limited or not feasible without brownfield redevelopment assistance provided by Public Act 381 and/or other brownfield redevelopment programs. In addition, the project developer commits to explore all other available private and public funding sources, as determined in consultation with the MTBRA.
5. An analysis has been provided that demonstrates the required eligible activities can be satisfactorily completed within the available resources under this program, or if not, supplemental funding sources, such as private equity or financing, tax credits, or grants or loans, will be utilized to complement the financial resources available under PA 381 for proposed projects.

6. The developer has provided evidence of a firm commitment to the project and a demonstration of sufficient experience, financial resources (including submittal of pro forma financial statement), and development capabilities to successfully implement the proposed redevelopment project.

7. The proposed project site will have adequate access to the necessary public infrastructure and utilities needed to serve the proposed redevelopment project, as determined in consultation with the MTBRA.

8. The MTBRA reserves the right to consider other factors applicable to a specific project.

3.c. To qualify for payment of interest on carrying costs of unreimbursed eligible activities:

The reimbursement of interest on unreimbursed eligible activities will be determined on a case-by-case basis, but only where a clear financial gap is demonstrated, and where actual interest expenses and carrying costs will be incurred by the applicant. The following criteria must be met to qualify for interest reimbursement:

1. All costs for which interest is being requested must be eligible environmental or non-environmental activities.
2. The total amount of interest, and the interest rate, shall be determined in accordance with MEDC guidelines, and shall be approved by the MTBRA.

Provided reimbursement of interest is generally approved, pursuant to the above, the reimbursement of interest on costs of eligible activities *using local-only taxes* may be allowed only if either of the following criteria is met:

1. The specific activity or activities are not supported for interest reimbursement by the Michigan Economic Development Corporation (MEDC) and Michigan Department of Environmental Quality (MDEQ), yet are supported by the MTBRA as a cost resulting from an activity that, by its nature, will have specific or general environmental benefits.
2. A significant financial gap has been identified by the applicant, and supported by the MTBRA, such that the requested interest would close the gap.

3.d. To qualify for local-only reimbursement:

The MTBRA encourages costs of all eligible activities be reimbursed with both incremental local and state school operating taxes to the extent practicable; however, there are circumstances when reimbursement only with local tax increments will be approved, on a case-by-case basis, under the following circumstances:

1. The activities are eligible under Act 381, the state declined to participate in the cost, but the MTBRA supports the activity, which, by its nature, will have specific or general environmental benefits.

2. When the activity or activities were approved in a Brownfield Plan, and subsequently denied for state school operating tax participation, local-only tax increment financing may be considered, provided the approved Brownfield Plan does not prohibit or cap the use of local-only tax increment finances to reimburse the particular activity proposed for local-only reimbursement.

3. For any eligible activity completed prior to plan approval, but now included in a Brownfield Plan or Combined Brownfield Plan and Act 381 Work Plan submitted for approval, the MTBRA must support the inclusion of the costs for local-only reimbursement, and the following conditions must be met:

- a. The approved Plan states that certain or all eligible activities initiated or completed prior to plan approval, and subsequently denied for state school operating taxes participation, will be funded with local-only taxes.
- b. The entity that incurred the costs is the same as applying for Brownfield Plan approval; and
- c. Eligible activities were conducted and expenses incurred prior to Brownfield Plan approval as allowed under Section 13b(7) and (8) of Act 381 or due to unanticipated circumstances or compressed project timeline.

3.e. Unanticipated Eligible Environmental Response Activities

Pursuant to Act 381, local-only and state school operating tax increment revenues may be used to reimburse unanticipated eligible environmental response activities conducted after Brownfield Plan and/or Work Plan approvals provided the owner must have contacted the MDEQ and MTBRA prior to taking action and subsequently included the eligible environmental costs in an amended Work Plan, and Brownfield Plan if necessary, and secured all requisite approvals.

3.f. Administrative Costs Capture

1. Annual capture of administrative fees from brownfield projects from local taxes is permitted under Public Act 381 of 1996, as amended. Each Brownfield Plan may include capture of administrative fees. Administrative fees will be used to cover actual expenses related to operating the Brownfield Redevelopment program,

2. For reimbursement of reasonable and actual administrative expenses, the MTBRA will transfer to its Administrative Fund five percent (5%) of annual total available TIF capture per project, during the entire capture period for the project. Actual administrative expenses will be captured with only local incremental taxes. These fees shall be paid before any annual reimbursements of costs are made to the applicant.

3. In accordance with MTBRA policy, capture of administrative fees may exceed actual brownfield program expenses in any one year, provided any reserves are maintained in the Administrative Fund and utilized to reimburse for future years' expenses or used as otherwise allowed by Act 381. At no time will surplus funds exceed one year's allowable maximum capture under Act 381 based on the previous year's allowable capture. Any fund reserves that exceed one year's allowable capture will be returned to the appropriate taxing jurisdictions.

3.g. Local Brownfield Revolving Fund Capture

The MTBRA intends to capitalize its Local Brownfield Revolving Fund (LBRF) by capturing tax increment revenue, as allowable by Act 381. The MTBRA will include provisions to capture five percent (5%) annual total available TIF capture per project (pursuant to total allowable per statute) for deposit into the LBRF in the approved Brownfield Plan.

LBRF funds will be used to further the purpose of the MTBRA's Brownfield program, which is to facilitate the redevelopment of previously developed sites classified as a "facility", functionally obsolete or blighted as defined by Act 381. LBRF funds can only be used to fund eligible activities, as defined by Act 381. LBRF funds are eligible for use by all eligible properties located within the Meridian Township to assist with the completion of eligible activities. The LBRF funds typically will be distributed as revolving loans, which allows the funds to continually revolve throughout Meridian Township. LBRF funds may be distributed as grants in response to exceptional circumstances solely at the discretion of the MTBRA. The use of the funds will be determined on case-by-case basis.

Section 4: Procedures:

The MTBRA recognizes the importance of development project schedules and will expedite brownfield plan review and approval process to the greatest extent possible. The following are typical steps to access brownfield redevelopment incentives in Meridian Township. The steps may change if a combined Brownfield Plan/Work Plan is proposed.

A. Concept Plan submittal and meeting – Review by committee of Township staff

B. Brownfield Plan application submittal

C. Brownfield Plan Development – Applicant and Staff

D. Brownfield Plan Approval by MTBRA

E. Brownfield Plan – Public Hearing at Township Board

F. Brownfield Plan Approval by Township Board

G. Act 381 Work Plan(s) – Approval by Staff

The applicant needs to execute a Reimbursement Agreement with the MTBRA (See **Section 6: Reimbursement Agreement**).

If the TIF includes the capture of state school operating taxes for eligible activities, an Act 381 Work Plan (or Combined Brownfield Plan and Work Plan) must be completed in accordance with the requirements of Act 381 and guidance published by the MDEQ/MEDC and submitted to Staff. Staff will review the Work Plan and work with the developer and/or developer's representative (consultant) to finalize it. Staff will coordinate with the appropriate agency(s) for the submission and review of the Act 381 Work Plan.

If capture of state school operating taxes for reimbursement of eligible costs is contemplated, the reimbursement agreement must be completed and executed before submission of an Act 381 Work Plan or Combined Brownfield Plan and Work Plan for those activities.

Generally, conducting eligible activities can begin once the relevant elements of the approval process are complete. However, pursuant to Act 381, and in accordance with **Section 3: Policies**, conducting certain eligible activities prior to Brownfield Plan approval may still be reimbursed, with either or both local-only or state school operating Tax Incremental Revenues.

Section 5: Application Fee

The application fee is due after Project Concept Application approval and is based on total project investment:

\$0- \$5 Million = \$3,000
\$5M - \$10M = \$4,000
\$10 M and over = \$5,000

Section 6: Reimbursement Agreement

Staff will provide the most current Reimbursement Agreement template. The applicant should fill in required information using the template, then work with MTBRA staff to finalize. The Reimbursement Agreement must be approved by the MTBRA and fully executed in accordance with Township contract procedures.

Section 7: Reimbursement Process

All eligible activities must be completed within the time specified in the Reimbursement Agreement.

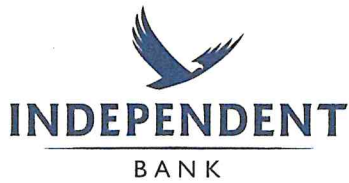
Request for reimbursement for eligible activities shall be submitted in the form required by the MTBRA. Staff will forward the submitted completed request, with a recommendation, to the MTBRA for certification and approval.

The MTBRA will only reimburse the actual costs to conduct approved eligible activities. The BRA uses only the incremental taxes generated by the redevelopment project to reimburse approved eligible activities, and the yearly reimbursement amount is based on the actual yearly incremental taxes collected less any applicable administrative and revolving fund capture noted herein.

Once TIF capture begins, and any or all eligible expenses have been approved, reimbursement may begin in accordance with the terms of the Reimbursement Agreement.

CONTACT INFORMATION

Peter Menser
Principal Planner, Department of Community Planning and Development
(517) 853-4576 or menser@meridian.mi.us



230 W Main St
Ionia, MI 48846

Statement Ending 09/30/2021

MERIDIAN TOWNSHIP

Page 1 of 2

Account Number: XXXXXXX2377

>004596 3991218 0001 093443 10Z

02563426
HSP 967
MERIDIAN TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY
5151 MARSH RD
OKEMOS MI 48864-1104

Managing Your Accounts



Okemos



800.355.0641



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Welcome to your new Independent Bank account statement! We hope you enjoy this more user-friendly and enhanced view of your accounts and transactions.

Summary of Accounts

Account Type	Account Number	Ending Balance
Business Freedom Checking	XXXXXXXX2377	\$44,301.35

Business Freedom Checking-XXXXXXXX2377

Account Summary

Date	Description	Amount
09/01/2021	Beginning Balance	\$43,624.67
	2 Credit(s) This Period	\$676.68
	0 Debit(s) This Period	\$0.00
09/30/2021	Ending Balance	\$44,301.35

Other Credits

Date	Description	Amount
09/01/2021	Deposit	\$106.68
09/23/2021	Deposit	\$570.00

Daily Balances

Date	Amount	Date	Amount
09/01/2021	\$43,731.35	09/23/2021	\$44,301.35



AJR

**MERIDIAN TOWNSHIP BROWNFIELD REDEVELOPMENT
AUTHORITY**

Oct-21

Independent Bank Total Funds \$44,301.35

TRANSACTION ACTIVITY - Deposits

Date Deposit Type Amount

CHECKS WRITTEN Since Last Bank Statement

Date Ck. # Amount Paid to

Total \$44,301.35
Bank Total \$ 44,301.35



230 W Main St
Ionia, MI 48846

Statement Ending 10/31/2021

MERIDIAN TOWNSHIP

Page 1 of 2

Account Number: XXXXXXXX2377

MERIDIAN TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY
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Summary of Accounts

Account Type	Account Number	Ending Balance
Business Freedom Checking	XXXXXXXX2377	\$44,301.35

Business Freedom Checking-XXXXXXXX2377

Account Summary

Date	Description	Amount
10/01/2021	Beginning Balance	\$44,301.35
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
10/31/2021	Ending Balance	\$44,301.35

Daily Balances

Date	Amount
10/01/2021	\$44,301.35



**MERIDIAN TOWNSHIP BROWNFIELD REDEVELOPMENT
AUTHORITY**

Nov-21

Independent Bank Total Funds \$44,301.35

TRANSACTION ACTIVITY - Deposits

<u>Date</u>	<u>Deposit Type</u>	<u>Amount</u>	
11/04/21	EGLE Reimbursement	\$ 1,800.00	Brownfield Grant

CHECKS WRITTEN Since Last Bank Statement

Date	Ck. #	Amount	Paid to
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Total	<u>\$46,101.35</u>
Bank Total	<u>\$ 46,101.35</u>



230 W Main St
Ionia, MI 48846

Statement Ending 11/30/2021

MERIDIAN TOWNSHIP

Page 1 of 2

Account Number: XXXXXXXX2377

MERIDIAN TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY
5151 MARSH RD
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Summary of Accounts

Account Type	Account Number	Ending Balance
Business Freedom Checking	XXXXXXXX2377	\$46,101.35

Business Freedom Checking-XXXXXXXX2377

Account Summary

Date	Description	Amount
11/01/2021	Beginning Balance	\$44,301.35
	1 Credit(s) This Period	\$1,800.00
	0 Debit(s) This Period	\$0.00
11/30/2021	Ending Balance	\$46,101.35

Other Credits

Date	Description	Amount
11/04/2021	Deposit <i>EGL E Reimbursement</i>	\$1,800.00

Daily Balances

Date	Amount	Date	Amount
11/01/2021	\$44,301.35	11/04/2021	\$46,101.35



Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.

STATE OF MICHIGAN
REMITTANCE ADVICE

Check/EFT No: 0141886964
Check/EFT Date: 10/18/2021

Document ID #: EFT 761 220000044844
Check/EFT Amount: 1800.00
Amount includes freight and/or is net of discount

Vendor Code: CV0048526
Vendor Name: CHARTER TOWNSHIP OF MERIDIAN
Alias/DBA:
Assignee Name:
Assignee Alias/DBA:

DEPARTMENT NAME	INVOICE DATE	VENDOR INV #	INVOICE AMOUNT	LINE AMOUNT	CHECK/EFT DESCRIPTION
Environment, Great Lakes, andEnergy		GFR10000000000045341	1,800.00	1,800.00	BrownfieldGrant 2019-2381 Village-Okemos-Phase I Payment Request# 1a Invoice Number 1404-Ewas originally denied as it appeared to be an overmecharge. The backupdocumentation has beenrevised appropriated and theexpense is now eligible.

MERIDIAN TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY

Dec-21

Independent Bank

Total Funds

\$46,101.35

TRANSACTION ACTIVITY - Deposits

<u>Date</u>	<u>Deposit Type</u>	<u>Amount</u>	
12/16/21	2020 Settlement	\$ 864.78	addl brownfield calc off on original distibtuion - County of Ingham
		\$ 864.78	

CHECKS WRITTEN Since Last Bank Statement

Date	Ck. #	Amount	Paid to
------	-------	--------	---------

	Total	\$46,966.13
	Bank Total	\$ 46,966.13



230 W Main St
Ionia, MI 48846

Statement Ending 12/31/2021

MERIDIAN TOWNSHIP

Page 1 of 2

Account Number: XXXXXXX2377

MERIDIAN TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY
5151 MARSH RD
OKEMOS MI 48864-1104

Managing Your Accounts



Okemos



800.355.0641



IndependentBank.com

Welcome to your new Independent Bank account statement! We hope you enjoy this more user-friendly and enhanced view of your accounts and transactions.

Summary of Accounts

Account Type	Account Number	Ending Balance
Business Freedom Checking	XXXXXXXX2377	\$46,966.13

Business Freedom Checking-XXXXXXXX2377

Account Summary

Date	Description	Amount
12/01/2021	Beginning Balance	\$46,101.35
	1 Credit(s) This Period	\$864.78
	0 Debit(s) This Period	\$0.00
12/31/2021	Ending Balance	\$46,966.13

Other Credits

Date	Description	Amount
12/16/2021	Deposit	\$864.78

Daily Balances

Date	Amount	Date	Amount
12/01/2021	\$46,101.35	12/16/2021	\$46,966.13



The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *N/A*

Purchase Order Number: Location Code: *8G09-BRL*

Dates of Reporting: Begin: *Apr 1, 2021* End: *Jun 30, 2021* Quarter: *3 (Apr-June)* Fiscal Year: *2021*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>\$0.00</i>	<i>NA</i>
TOTAL:				\$0.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
TOTALS:	\$60,000.00	\$0.00	\$0.00	

Describe proposed activity next quarter including proposed date to complete.

The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.

There are no activities proposed under the Brownfield Redevelopment Loan for the next quarter.

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **N/A** Fiscal Year: **2021** Quarter: **3 (Apr-June)**

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

- By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *0*

Purchase Order Number: Location Code: *8G09-RPG*

Dates of Reporting: Begin: *Apr 1, 2021* End: *Jun 30, 2021* Quarter: *3 (Apr-June)* Fiscal Year: *2021*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>\$0.00</i>	<i>NA</i>
TOTAL:				\$0.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$9,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$9,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>4. Demolition and abatement activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
TOTALS:	\$18,000.00	\$0.00	\$0.00	

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **0** Fiscal Year: **2021** Quarter: **3 (Apr-June)**

Describe proposed activity next quarter including proposed date to complete.
The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.

There are no activities proposed under the Refined Petroleum Grant for the next quarter.

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *2*

Purchase Order Number: Location Code: *8G09-RMG*

Dates of Reporting: Begin: *Apr 22, 2021* End: *Apr 29, 2021* Quarter: *3 (Apr-June)* Fiscal Year: *2021*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>05527</i>	<i>May 12, 2021</i>	<i>Triterra</i>	<i>3</i>	<i>\$570.00</i>	<i>PUW 05/24/21</i>
TOTAL:				\$570.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$30,000.00</i>	<i>\$570.00</i>	<i>\$570.00</i>	<i>grant oversight including review of developer invoices, waivers, preparation of quarterly pay request and consultation for Meridian Township staff and the BRA board</i>
<i>4. Demolition and abatement activities</i>	<i>\$333,867.98</i>	<i>\$0.00</i>	<i>\$274,967.97</i>	<i>No activity completed</i>

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **2** Fiscal Year: **2021** Quarter: **3 (Apr-June)**

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
TOTALS:	\$393,867.98	\$570.00	\$275,537.97	

Describe proposed activity next quarter including proposed date to complete.
 The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.
Activities proposed for next quarter include additional site demolition activities to prepare the subject property for proposed development.

LOAN AWARDS INTEREST EARNED
 LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.

PARTIAL UNCONDITIONAL WAIVER

I/we have contract with Charter Township of Meridian
[contracting party]

to provide brownfield consulting services – EGLE Grant/Loan Third-party Oversight
[work or material to be provided]

for the improvement of the property described as: Village of Okemos-I
Okemos, MI


and by signing this waiver waive my/our construction lien to the amount of \$ 570.00

for labor/materials provided through May 24, 2021
(date)

This waiver, together with all previous waivers, if any, (circle one) does **does not** cover all amounts due to me/us for contract improvement provided through the date shown above.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Dated: 5/24/21

/s/ 

Name: David A. Van Haaren

Company: Triterra

Address: 1305 S. Washington Avenue,
Suite 102, Lansing, MI 48910

Telephone: 517-702-0470

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *N/A*

Purchase Order Number: Location Code: *8G09-BRL*

Dates of Reporting: Begin: *Oct 1, 2021* End: *Dec 31, 2021* Quarter: *1 (Oct-Dec)* Fiscal Year: *2022*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>\$0.00</i>	<i>NA</i>
TOTAL:				\$0.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
TOTALS:	\$60,000.00	\$0.00	\$0.00	

Describe proposed activity next quarter including proposed date to complete.

The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.

There are no activities proposed under the Brownfield Redevelopment Loan for the next quarter.

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **N/A** Fiscal Year: **2022** Quarter: **1 (Oct-Dec)**

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

- By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *0*

Purchase Order Number: Location Code: *8G09-RMG*

Dates of Reporting: Begin: *Oct 1, 2021* End: *Dec 31, 2021* Quarter: *1 (Oct-Dec)* Fiscal Year: *2022*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>\$0.00</i>	<i>NA</i>
TOTAL:				\$0.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>\$570.00</i>	<i>No activity completed</i>
<i>4. Demolition and abatement activities</i>	<i>\$333,867.98</i>	<i>\$0.00</i>	<i>\$272,802.34</i>	<i>No activity completed</i>

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **0** Fiscal Year: **2022** Quarter: **1 (Oct-Dec)**

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
TOTALS:	\$393,867.98	\$0.00	\$273,372.34	

Describe proposed activity next quarter including proposed date to complete.
 The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.
There are no activities proposed under the Renew Michigan Grant for the next quarter.

LOAN AWARDS INTEREST EARNED
 LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

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By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:
 Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.
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The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Meridian Township Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Village of Okemos-I* Tracking Code: *2019-2381* Request #: *0*

Purchase Order Number: Location Code: *8G09-RPG*

Dates of Reporting: Begin: *Oct 1, 2021* End: *Dec 31, 2021* Quarter: *1 (Oct-Dec)* Fiscal Year: *2022*

Name of Contact Person: *Timothy R. Schmitt* Contract Expires On: *Mar 28, 2022*

Title of Contact Person: *Community Planning & Develop* Phone Number: *+1 (517) 853-4506*

Remittance Address: *5151 Marsh Road*

City: *Okemos* State: *Michigan* Zip Code: *48864*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
NA	NA	NA	NA	\$0.00	NA
TOTAL:				\$0.00	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Due care activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>2. Grant/loan administration</i>	<i>\$9,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>3. Third-party environmental oversight professional</i>	<i>\$9,000.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
<i>4. Demolition and abatement activities</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>No activity completed</i>
TOTALS:	\$18,000.00	\$0.00	\$0.00	

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Village of Okemos-I** Report #: **0** Fiscal Year: **2022** Quarter: **1 (Oct-Dec)**

Describe proposed activity next quarter including proposed date to complete.
The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.

There are no activities proposed under the Refined Petroleum Grant for the next quarter.

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

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- By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.



To: Members of the Brownfield Redevelopment Authority

**From: Timothy R. Schmitt, AICP
Director of Community Planning and Development**

Date: February 11, 2022

Re: Village of Okemos Blocks 1 and 2 Brownfield Plan

Staff has received the proposed Brownfield Plan for the Village of Okemos, Blocks 1 and 2, a copy of which is attached. We have begun our review of the plan, along with a separate review of the site plan for the project and Meridian Redevelopment Fund request. Additionally, we have reached out to our consultants, Tri-Terra, to get them in place to review the plan for use, consistent with how we have processed brownfield plan requests in the past. We will be prepared to discuss any questions about the process at the Brownfield Authority meeting and will take any questions/input about the plan and follow up on these items before the March meeting.

At this time, Staff is asking the BRA to formally approve the proposal with Tri-Terra for their review and assistance in administration. Action on the actual Brownfield plan will not occur until the March meeting, at the earliest, where we will have the full review from Staff and Tri-Terra. There are a number of items that need to happen for this project to move forward and this is step one in that process.

We look forward to discussing this matter with the Authority members on Thursday morning.

VILLAGE OF OKEMOS BLOCKS 1 & 2 REDEVELOPMENT PROJECT

Block 1 Northwest & Block 2 Southwest of the Intersection at
Okemos Road and Hamilton Road
Okemos, Meridian Charter Township, Michigan

Brownfield Plan

Revised January 31, 2022

Prepared with assistance from:
ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, MI 48822
Contact: Eric P. Helzer, EDFP
Phone: (517) 648-2434



Meridian Township Brownfield Redevelopment Authority

Meridian Charter Township
5151 Marsh Road | Okemos, MI 48864
Contact: Tim Schmitt
Community Planning and Development Director
Phone: (517) 853-4506

Approved by the Meridian Township Brownfield Redevelopment Authority –
____/____/2022

Approved by the Meridian Charter Township Board of Trustees –
____/____/2022

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- C. Table 4 – Tax Increment Financing Estimates

**PROJECT SUMMARY SHEET: BROWNFIELD PLAN –
Village of Okemos Blocks 1 & 2 Redevelopment Project**

The purpose of this Brownfield Plan (the “Plan”) is to identify eligible activities and cost estimates for redevelopment of the property located at Block 1 Northwest & Block 2 Southwest of the intersection at Okemos Road and Hamilton Road, Okemos, Meridian Charter Township, Michigan. Brownfield tax increment financing is necessary to support redevelopment of this property.

Project Name: Village of Okemos Blocks 1 & 2 Redevelopment Project

Applicant/Developer: Entity Name: Village of Okemos, LLC (“Developer/Applicant”)
 Contact: Patrick Smith
 Mailing Address: 505 Bath St.
 Santa Barbara, CA 93101
 Phone: 805-965-2100

Eligible Property Location and Parcel Information: The Eligible Property (“Property”) consists of eleven (11) parcels located in Okemos, Meridian Charter Township, Michigan as follows:

Eligible Property - Block 1				
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility
A	2138 Hamilton Rd	33-02-02-21-405-010	0.500	Adjacent and Contiguous to a Property under Part 213
B	2148 Hamilton Rd.	33-02-02-21-405-005	0.500	Property under Part 213
C	4695 Okemos Rd.	33-02-02-21-405-009	0.500	Adjacent and Contiguous to a Property under Part 213
D	4700 Ardmore Ave.	33-02-02-21-405-008	0.500	Adjacent and Contiguous to a Property under Part 213

Eligible Property - Block 2				
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility
E	4661 Okemos Rd.	33-02-02-21-409-008	0.230	Adjacent and Contiguous to Facility under Part 201 and a Property under Part 213
F	2143 Hamilton Rd.	33-02-02-21-409-003	0.167	Property under Part 213
G	2149 Hamilton Rd.	33-02-02-21-409-002	0.273	Facility under Part 201
H	2153 Hamilton Rd.	33-02-02-21-409-001	0.227	Facility under Part 201
I	2137 Hamilton Rd.	33-02-02-21-409-004	0.076	Facility under Part 201 and a Property under Part 213
J	2150 Clinton St.	33-02-02-21-409-006	0.50	Facility under Part 201
K	4675 Okemos Rd.	33-02-02-21-409-009	0.527	Facility under Part 201

**Map ID is for reference in Exhibit A, Eligible Property – Legal Descriptions and Eligible Property Boundary Map.*

Property Size:	Approximately 4-acres
Type of Eligible Property:	Facility under Part 201, Property under Part 213 (Contaminated), and Adjacent and Contiguous to Facility under Part 201 and a Property under Part 213
Project Description:	<p>Village of Okemos, LLC is a single-purpose company formed to develop, construct, finance, and own the Village of Okemos Blocks 1 & 2 Redevelopment Project, a mixed-use redevelopment (the “Project”). The proposed redevelopment of the Project, which is the subject of this Plan, will redevelop the entire two adjacent blocks located at the intersection of Okemos Road and Hamilton Road. The Project blocks have been designated as “Block 1” (northwest of the intersection) and “Block 2” (southwest of the intersection), respectively. The mixed-use redevelopment includes an estimated 257,534 gross area square feet of residential and commercial business spaces in four (4) newly constructed mixed-use buildings. The current structures and site improvements will be razed to allow for this downtown redevelopment effort. Additionally, significant public infrastructure improvements will be required to support the redevelopment in this portion of the Village.</p> <p>Construction is scheduled to begin in the Summer 2022 and anticipated to be completed by the end of 2024, pending incentive approvals. All eligible activities identified in this Plan are required to allow for the successful completion of the Project.</p>
Total Capital Investment:	This Brownfield Plan (the “Plan”) anticipates up to an estimated \$85 million in Total Capital Investments by Village of Okemos, LLC for this Project.
Estimated Job Creation:	Upon Project completion, it is estimated there will be over 100 new local full-time equivalent jobs created. Full-time equivalent jobs estimated are based upon a potential tenant mix for the commercial business spaces constructed which currently unknown.
Estimated Duration of Plan Capture:	15 years (2023-2037), total estimated Plan capture duration but valid up to 30 years for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan (including amendments) Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, Application Fees, Brownfield Redevelopment Authority (BRA) Capture (Administration and Local Brownfield Revolving Fund (LBRF)), and State of Michigan Brownfield Redevelopment Fund (MBRF) capture.
Estimated Duration of Plan:	16 years (2022-2037) estimated but valid up to 35 years. NOTE: Plan capture of tax increment revenues shall not exceed 30 years.
Base Year of Plan:	2022
First Year of Plan Capture:	2023

Estimated Gain in Taxes:
(after Project completion)

	Base Year Taxable Value (estimate)	Future Taxable Value (Estimate)	Increased/ Taxable Value
	2022	Starting in 2025 (when 100% completed)	Starting in 2025 (when 100% completed)
	\$1,191,952	\$14,092,100	\$ 12,900,148
Annual Taxes Paid	\$ 83,024	\$981,563	\$ 898,539

Distribution of Total New Taxes Paid Estimate:
(Total Plan Duration)

Total New Taxes Received by Taxing Units	\$ 7,275,454
Total New Taxes Captured by BRA	\$ 5,251,689
Total New Taxes	\$ 16,819,595

Total New (Incremental) Taxes Captured Breakdown Estimate:
(Total Plan Duration)

Total Taxes Captured During Brownfield Plan Tax Capture Period	Total/ Cumulative
Brownfield Redevelopment Authority (BRA) Administration	\$ 86,479
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ -
BRA Local Brownfield Revolving Fund (LBRF)	\$ 86,479
State of Michigan Brownfield Redevelopment Fund (MBRF) (Maximum of 25-Year period for tax capture)	\$ 402,275
Local Taxes to Developer * (to Reimburse Eligible Activities)	\$ 1,454,520
State School Taxes To Developer * (to Reimburse Eligible Activities)	\$ 2,815,084
Total New Tax Capture (See Table 1a)	\$ 4,844,838
* To meet Developer Reimbursement Obligations.	

Eligible Activities and Eligible Costs:

Eligible activities are estimated at approximately \$4,844,838 (inclusive of fees associated with BRA Administration, Local Brownfield Revolving Fund (LBRF) and State of Michigan Brownfield Redevelopment Fund (MBRF)) of which the projected costs of developer eligible activities are \$4,269,604. By way of adoption of this Plan, the Brownfield Plan will cap developer eligible activity costs at \$4,269,604 so long as there are available revenues.

Eligible Activities	Eligible Costs
EGLE Eligible Activities	
Department-Specific Activities	
Exempt Activities - Assessments	\$ 88,500
Exempt Activities - Due Care Planning	\$ 291,850
Due Care Activities	\$ 2,535,738
MSF Non-Environmental Eligible Activities	
Demolition Activities	\$ 75,303
Lead and Asbestos Abatement Activities	\$ 140,487
EGLE & MSF Contingency and Interest	
Contingency: EGLE Environmental (15%)	\$ 241,086
Contingency: MSF Non-Environmental (15%)	\$ 32,369
Interest: EGLE Environmental: (1.5% Interest after 5 Years) - EGLE Loan, Brownfield TIF Local/State Capture per EGLE Repayment Schedule	\$ 76,091
Interest: EGLE Environmental (Simple Interest: 5%): From Local and School [L/S] Eligible Activity Costs	\$ 565,334
Interest: MSF Non-Environmental (Simple Interest: 5%): From Local Eligible Activity Costs Only	\$ 82,847
<i>Subtotal</i>	\$ 4,129,604
Brownfield Plan & Work Plan Preparation and Consulting & Support (to Developer)	\$ 105,000
Brownfield Plan & Work Plan Implementation (to Developer)	\$ 30,000
Local Application Fees (to Developer)	\$ 5,000
<i>Subtotal: To Developer *</i>	\$ 4,269,604
Brownfield Redevelopment Authority (BRA) Administration	\$ 86,479
BRA Local Brownfield Revolving Fund (LBRF)	\$ 86,479
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 402,275
<i>Subtotal: To BRA & State</i>	\$ 575,234
GRAND TOTAL	\$ 4,844,838
* To meet Developer Reimbursement Obligations.	

INTRODUCTION

Meridian Charter Township, Michigan (the “Township”), established the Meridian Township Brownfield Redevelopment Authority (the “Authority”) on April 18, 2017, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The Michigan Department of State, Office of the Great Seal, acknowledged receipt and filing of the resolution on May 17, 2017. The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan (the “Plan” and/or “Amendment”), as amended is to promote the redevelopment of and investment in certain “Brownfield” properties within the Township. Inclusion of Property within this Plan will facilitate financing of eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields” that are either environmentally contaminated (a “facility”), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan, is intended to promote economic growth for the benefit of the residents of the Township and all taxing units located within and benefited by the Authority.

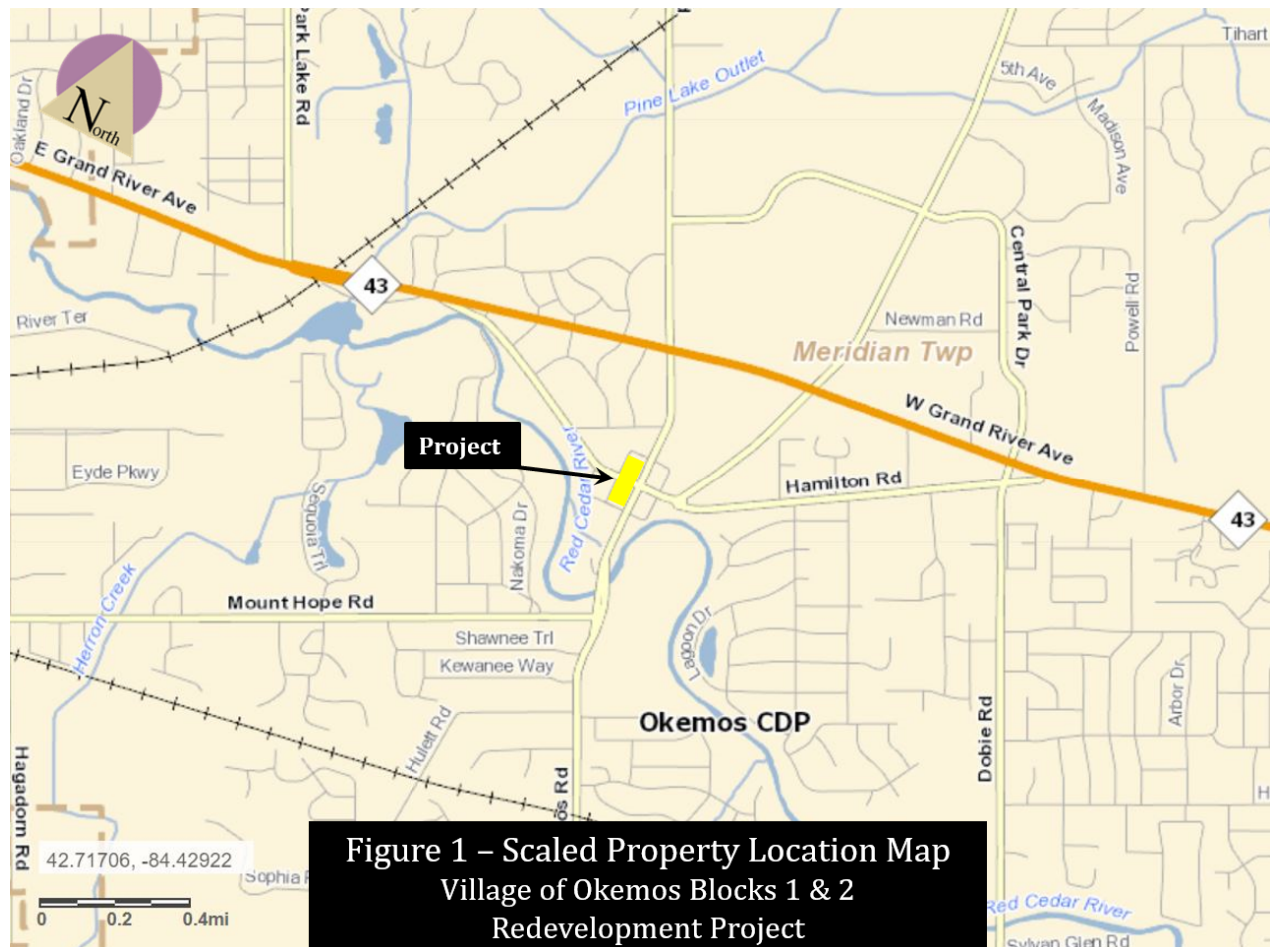
The identification or designation of a developer/applicant or proposed use for the Eligible Property that is the subject of this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer/applicant or proposed use of the Eligible Property shall not necessitate an amendment to this Plan, affect the application of this Plan to the Eligible Property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(2) of Act 381.

1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

The Eligible Property (“Property”) contains approximately 4-acres in Meridian Township (“Township”) and consists of eleven (11) parcels located in Okemos, Meridian Charter Township, Ingham County Michigan. The following Eligible Property Tables identify the Property within Blocks 1 & 2. The Property is comprised of the entire two adjacent blocks located at the intersection of Okemos Road and Hamilton Road. The Project blocks have been designated as “Block 1” (northwest of the intersection) and “Block 2” (southwest of the intersection), respectively. The Property is situated in the heart of the downtown Village of Okemos as depicted on Figure 1 – Scaled Property Location Map. The Property boundaries for Blocks 1 & 2 are as depicted on Figure 2 – Eligible Property Map.





The Eligible Property parcels are summarized in the following Eligible Property Tables for Blocks 1 & 2. See Exhibit A, Eligible Property – Legal Descriptions and Eligible Property Boundary Map. As such, the Legal Descriptions and Eligible Property Boundary Map in Exhibit A shall govern as the Eligible Property in this Plan.

Eligible Property - Block 1				
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility
A	2138 Hamilton Rd	33-02-02-21-405-010	0.500	Adjacent and Contiguous to a Property under Part 213
B	2148 Hamilton Rd.	33-02-02-21-405-005	0.500	Property under Part 213
C	4695 Okemos Rd.	33-02-02-21-405-009	0.500	Adjacent and Contiguous to a Property under Part 213
D	4700 Ardmore Ave.	33-02-02-21-405-008	0.500	Adjacent and Contiguous to a Property under Part 213

Eligible Property - Block 2				
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility
E	4661 Okemos Rd.	33-02-02-21-409-008	0.230	Adjacent and Contiguous to Facility under Part 201 and a Property under Part 213
F	2143 Hamilton Rd.	33-02-02-21-409-003	0.167	Property under Part 213
G	2149 Hamilton Rd.	33-02-02-21-409-002	0.273	Facility under Part 201
H	2153 Hamilton Rd.	33-02-02-21-409-001	0.227	Facility under Part 201
I	2137 Hamilton Rd.	33-02-02-21-409-004	0.076	Facility under Part 201 and a Property under Part 213
J	2150 Clinton St.	33-02-02-21-409-006	0.50	Facility under Part 201
K	4675 Okemos Rd.	33-02-02-21-409-009	0.527	Facility under Part 201

**Map ID is for reference in Exhibit A, Eligible Property – Legal Descriptions and Eligible Property Boundary Map.*

The Property is surrounded by commercial operations and a few residential homes. The Property is zoned “Mixed use planned unit development (MUPUD)” and this current zoning district allows for the proposed planned Project development.

The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities. The proposed use on the Property is adequately served by essential public facilities and services, such as police and fire.

The Property currently contains one commercial office building located on Block 1 at 4700 Ardmore Avenue.

The Property consists of eleven (11) parcels of land that have been deemed a “facility” under Part 201, a “property” under Part 213, and parcels that are adjacent and contiguous to those facility and property parcels in accordance with Act 381 forming these parcel’s basis of eligibility. The parcels are located within the boundaries of Meridian Township, Michigan.



Current Eligible Property Aerial Photo - Blocks 1 & 2



Current Eligible Property Aerial Photo - Block 1



Current Eligible Property Aerial Photo - Block 2

The Project proposes to redevelop underutilized and significantly contaminated properties into a mixed-use commercial residential redevelopment for Meridian Township and State of Michigan, both during Project construction and subsequent operations. The proposed redevelopment of the Project, which is the subject of this Plan, will redevelop the entire two downtown Village blocks that includes an estimated 257,534 gross area square feet of residential and commercial business spaces in four (4) newly constructed mixed-use buildings. The current structures and site improvements will be razed to allow for this downtown redevelopment effort. Additionally, significant public infrastructure improvements will be required to support the redevelopment in this portion of the Village. The redevelopment integrates design elements, environmental activities, and economic development to further goals of the Township, the Michigan Department of Environmental Quality (“MDEQ”, now named the Michigan Department of Environment, Great Lakes and Energy “EGLE”) and the Michigan Economic Development Corporation (“MEDC”). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care activities that will address the contamination on the Property, reducing the threat to human health and the environment; (3) significant public infrastructure improvements that will begin the redevelopment efforts to allow for the revitalization of the downtown Village; and, (4) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The overall redevelopment of this Property will include asbestos abatement, demolition, environmental activities, and redevelopment into a mixed-use residential and commercial redevelopment project. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the “Property.” Incremental tax revenues resulting from new personal property will be captured under this Plan. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed Reimbursement Agreement (“Agreement”) between the Developer and the Authority.

Construction is scheduled to begin in the Summer 2022 and anticipated to be completed by the end of 2024, pending incentive approvals. All eligible activities identified in this Plan are required to allow for the successful completion of the Project.

PROJECT RENDERINGS – BLOCKS 1 & 2



Block 1 – Southeast Elevation View (looking Northwest)



Block 1 – Street View (looking East along Hamilton Road)



Block 2 – Northeast Elevation View (looking Southwest)



Block 2 – Street View (looking East along Hamilton Road)

2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for commercial and residential purposes; (b) five (5) of the parcels comprised by the Property have been determined to be a “facility” under Part 201; (c) three (3) of the parcels comprised by the Property has been determined to be a “property” under Part 213; (d) includes parcels that are adjacent and contiguous to those facility and property parcels because the development of the adjacent

and contiguous parcels is estimated to increase the captured taxable value of the Property; and, (e) the Property is in Meridian Charter Township, which is not a qualified local governmental unit.

Eligible Property - Block 1					
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility	Owner of Record
A	2138 Hamilton Rd	33-02-02-21-405-010	0.500	Adjacent and Contiguous to a Property under Part 213	VOO North, LLC
B	2148 Hamilton Rd.	33-02-02-21-405-005	0.500	Property under Part 213	VOO North, LLC
C	4695 Okemos Rd.	33-02-02-21-405-009	0.500	Adjacent and Contiguous to a Property under Part 213	VOO North, LLC
D	4700 Ardmore Ave.	33-02-02-21-405-008	0.500	Adjacent and Contiguous to a Property under Part 213	VOO North, LLC

Eligible Property - Block 2					
Map ID*	Address	Tax ID	Approx. Acreage	Basis of Eligibility	Owner of Record
E	4661 Okemos Rd.	33-02-02-21-409-008	0.230	Adjacent and Contiguous to Facility under Part 201 and a Property under Part 213	Village of Okemos, LLC
F	2143 Hamilton Rd.	33-02-02-21-409-003	0.167	Property under Part 213	Village of Okemos, LLC
G	2149 Hamilton Rd.	33-02-02-21-409-002	0.273	Facility under Part 201	Village of Okemos, LLC
H	2153 Hamilton Rd.	33-02-02-21-409-001	0.227	Facility under Part 201	Village of Okemos, LLC
I	2137 Hamilton Rd.	33-02-02-21-409-004	0.076	Facility under Part 201 and a Property under Part 213	VOO North, LLC
J	2150 Clinton St.	33-02-02-21-409-006	0.50	Facility under Part 201	Village of Okemos, LLC
K	4675 Okemos Rd.	33-02-02-21-409-009	0.527	Facility under Part 201	Village of Okemos, LLC

**Map ID is for reference in Exhibit A, Eligible Property – Legal Descriptions and Eligible Property Boundary Map.*

The current Owners, Village of Okemos, LLC and VOO North, LLC completed Baseline Environmental Assessment Reports dated August 14, 2018 and February 16, 2021 respectively (collectively “BEA Reports”) which were filed with the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) on August 14, 2018 and February 19, 2021 respectively. The BEA Reports include a history of the Property and an overview of the environmental conditions on the Property as it is related to its basis of eligibility and inclusion in the Plan. EGLE transmitted Acknowledgement of Receipt of a Baseline Environmental Assessment letters dated August 17, 2018 and March 4, 2021 respectively (“EGLE BEA Letters”). Exhibit B includes a copy of each entity EGLE BEA Letters.

As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority.

3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include assessments, due care planning, due care activities, lead and asbestos abatement, demolition, preparation of a Brownfield Plan/Act 381 Work Plan, Brownfield Plan implementation, interest, and application fees.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category so long as the Plan adjustments stay within the Environmental activity category and the Non-Environmental activity category because this Plan contemplates capture of state revenues.

For Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total combined costs of said activities plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

For Non-Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total Non-Environmental costs plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. Amendments to Act 381 that were signed into law on December 28, 2012 to allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan (including Plan Amendments), if those costs and the eligible property are subsequently included in an approved Plan or Plan Amendment. If eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381. Furthermore, costs in this Plan are subject to approval by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) for the use of state tax increment revenues. EGLE may adjust specific eligible activities amongst environmental and non-environmental eligible activities in accordance with state policy and guidance. Changes made between environmental and non-environmental eligible activities will be reflected in the Act 381 Work Plan. These adjustments made by the state are allowed and do not change the validity of this Plan, so long as the Grand Total of eligible activity costs

identified are not exceed. Any costs not authorized by EGLE will become reimbursable costs with captured local-only tax increment revenues from locally levied millages, if available.

In accordance with this Plan and the associated Development Reimbursement Agreement (the “Agreement”) with the Authority, the amount advanced by the Developer will be repaid by the Authority, solely from the tax increment revenues realized from the Eligible Property.

Tax increment revenues will first be used to pay or reimburse State Brownfield Revolving Fund costs and Authority costs (Administration and Authority Local Brownfield Revolving Fund from local-only tax revenues, see Table 1a) as described in the tables. Local and state school tax capture and local-only tax capture were assumed to reimburse eligible activity costs in this Plan. Further use of tax increment revenues generated by this Project will be governed by the Agreement.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.

Eligible activities are estimated at approximately \$4,844,838 (inclusive of fees associated with BRA Administration, Local Brownfield Revolving Fund (LBRF) and State of Michigan Brownfield Redevelopment Fund (MBRF)) of which the projected costs of developer eligible activities are \$4,269,604. By way of adoption of this Plan, the Brownfield Plan will cap developer eligible activity costs at \$4,269,604 so long as there are available revenues. If the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be sooner.

The Project is projected to be completed by the end of 2024.

Table 1a - Itemized Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan	Local Tax Capture	State School Tax Capture	Local Tax Capture Only	State Tax Capture Only
		26.76%	73.24%	100.00%	100.00%
EGLE Eligible Activities					
Department-Specific Activities					
Exempt Activities - Assessments	\$ 88,500	\$ 23,682	\$ 64,818	\$ -	\$ -
Exempt Activities - Due Care Planning	\$ 291,850	\$ 78,097	\$ 213,753	\$ -	\$ -
Due Care Activities	\$ 2,535,738	\$ 678,542	\$ 1,857,196	\$ -	\$ -
EGLE Environmental Eligible Activities Total	\$ 2,916,088	\$ 780,320	\$ 2,135,768	\$ -	\$ -
MSF Eligible Activities					
Demolition Activities	\$ 75,303	\$ -	\$ -	\$ 75,303	\$ -
Lead and Asbestos Abatement Activities	\$ 140,487	\$ -	\$ -	\$ 140,487	\$ -
MSF Non-Environmental Eligible Activities Total	\$ 215,790	\$ -	\$ -	\$ 215,790	\$ -
EGLE & MSF Contingency and Interest					
Contingency: EGLE Environmental (15%)	\$ 241,086	\$ 64,512	\$ 176,573	\$ -	\$ -
Contingency: MSF Non-Environmental (15%)	\$ 32,369	\$ -	\$ -	\$ 32,369	\$ -
<i>Sub Total: Contingencies</i>	\$ 273,454	\$ 64,512	\$ 176,573	\$ 32,369	\$ -
Interest: EGLE Environmental: (1.5% Interest after 5 Years) - EGLE Loan, Brownfield TIF Local/State Capture per EGLE Repayment Schedule	\$ 76,091	\$ 20,361	\$ 55,730	\$ -	\$ -
Interest: EGLE Environmental (Simple Interest: 5%): From Interest Tabs (Local and School [L/S] Eligible Activity Costs)	\$ 565,334	\$ 151,278	\$ 414,055	\$ -	\$ -
Interest: MSF Non-Environmental (Simple Interest: 5%): From Interest Tabs (Local Eligible Activity Costs Only)	\$ 82,847	\$ -	\$ -	\$ 82,847	\$ -
<i>Sub Total: Interest</i>	\$ 724,272	\$ 171,640	\$ 469,785	\$ 82,847	\$ -
<i>Sub Total: EAs + Contingencies + Interest</i>	\$ 4,129,604	\$ 1,016,473	\$ 2,782,125	\$ 331,006	\$ -
Brownfield Plan & Work Plan Preparation and Consulting & Support (to Developer)	\$ 105,000	\$ 8,028	\$ 21,972	\$ 75,000	\$ -
Brownfield Plan & Work Plan Implementation (to Developer)	\$ 30,000	\$ 4,014	\$ 10,986	\$ 15,000	\$ -
Local Application Fees (to Developer)	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -
Total Developer Administration: Brownfield Plan & Work Plan Preparation + Brownfield Plan & Work Plan Implementation + Application Fees	\$ 140,000	\$ 12,042	\$ 32,958	\$ 95,000	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration</i>	\$ 4,269,604	\$ 1,028,514	\$ 2,815,084	\$ 426,006	\$ -
Brownfield Redevelopment Authority (BRA) Administration	\$ 86,479	\$ -	\$ -	\$ 86,479	\$ -
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ -	\$ -	\$ -	\$ -	\$ -
BRA Local Brownfield Revolving Fund (LBRF)	\$ 86,479	\$ -	\$ -	\$ 86,479	\$ -
Total BRA : BRA Administration + BRA Brownfield Plan & Work Plan Implementation + LBRF	\$ 172,959	\$ -	\$ -	\$ 172,959	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration + Total BRA</i>	\$ 4,442,563	\$ 1,028,514	\$ 2,815,084	\$ 598,965	\$ -
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 402,275	\$ -	\$ -	\$ -	\$ 402,275
GRAND TOTAL: EAs + Contingencies + Interest + Developer Administration + Total BRA + MBRF	\$ 4,844,838	\$ 1,028,514	\$ 2,815,084	\$ 598,965	\$ 402,275

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan
Total Local Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 1,454,520
Total Local Tax Capture for Eligible Activities, Contingency and Interest	\$ 1,454,520
Total Local Taxes to BRA Administration	\$ 86,479
Total Local Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ -
Total Local Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ 86,479
Total Local Tax Capture to BRA	\$ 172,959
Total School Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 2,815,084
Total School Tax Capture for Eligible Activities, Contingency and Interest	\$ 2,815,084
Total School Taxes to BRA Administration	\$ -
Total School Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ -
Total School Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ -
Total School Tax Capture to BRA	\$ -
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 402,275
Total School Tax Capture to BRA & MBRF	\$ 402,275
Total Capture by Brownfield Redevelopment Authority (BRA)	\$ 172,959
Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 402,275
Total Capture for Developer	\$ 4,269,604
GRAND TOTAL	\$ 4,844,838

4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. The initial taxable value of the Property shall be determined by the use of tax year 2022 tax values. Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2023. Estimates project that the Authority is expected to

capture the tax increment revenues from 2023 through 2037 which will be generated by the increase in taxable value. However, this Plan's capture of tax increment revenues shall not exceed 30 years (2023-2052), unless amended. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment Project. In addition, detailed tables of estimated tax increment revenues to be captured is attached to this Plan as Exhibit C, Table 4 - Tax Increment Financing Estimates. Prior to commencement of reimbursement to the Developer, payments to State Brownfield Revolving Fund, Authority Administration and Authority Local Brownfield Revolving Fund will occur.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements (both real and personal property) on the Property set through the property assessment process by the local unit of government and equalized by the County(s). The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment projects that are eligible and approved for capture.

Table 2 - Estimated Captured Incremental Taxable Values & Tax Increment Revenues Captured		
Tax Year	Captured Incremental Taxable Values	Tax Increment Revenues Captured
2022 - Base Year	\$ -	\$ -
2023 - Start of Tax Capture	\$ 1,430,546	\$ 46,877
2024	\$ 7,089,104	\$ 232,300
2025	\$ 12,900,148	\$ 422,720
2026	\$ 13,152,397	\$ 430,986
2027	\$ 13,409,160	\$ 439,399
2028	\$ 13,670,520	\$ 447,964
2029	\$ 13,936,559	\$ 456,682
2030	\$ 14,207,359	\$ 465,555
2031	\$ 14,483,007	\$ 474,588
2032	\$ 14,763,588	\$ 483,782
2033	\$ 15,049,193	\$ 493,141
2034	\$ 15,339,909	\$ 502,667
2035	\$ 15,635,829	\$ 512,364
2036	\$ 15,937,047	\$ 522,235
2037	\$ 16,243,656	\$ 532,282
Total	-	\$ 6,463,541
<i>Total of "Surplus Revenue/Surplus Incremental Taxes Paid" to be returned to the applicable Taxing Jurisdictions on a pro-rata</i>		\$ 1,618,704
Total Estimated Tax Increment Revenues Captured		\$ 4,844,838

5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities in this Plan are to be financed by the Owner. The Owner anticipates obtaining conventional bank financing for a construction loan equal to approximately 75% loan to cost. The Owner will fulfill the obligation for the remaining 25% balance of funds needed through a combination of cash, land equity, and other funding sources. The construction lender will require a personal guarantee from the loan sponsor and will likely require that the Owner's fund their 25% of the capital stack prior to drawing on the construction loan. As the Owner is still finalizing the Project costs, they have not yet selected a lender.

The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of required capture used to reimburse the Developer for costs in this Plan is \$4,269,604 so long as there are available revenues.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements from tax increment revenues generated by this Project and does not obligate the Authority or Township to fund any reimbursement or to enter into the Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

Under this Plan, so long as there are available revenues, the Authority anticipates collecting:

- \$402,275 for State Brownfield Revolving Fund (State of Michigan Brownfield Redevelopment Fund {MBRF}),
- \$86,479 for Brownfield Redevelopment Authority use on Administration, and;
- \$86,479 for Brownfield Redevelopment Authority capture into their Local Brownfield Revolving Fund (LBRF).

MBRF, Authority Administration and LBRF capture is reflective of the redevelopment project being completed.

6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for this Brownfield Project under this Plan.

7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Subject to Section 13b(16) of Act 381, the date of tax capture shall commence no earlier than 2023 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date

of the governing body resolution approving the Plan. In no event shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan. Total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan (including amendments) Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA Administration & Application Fees, and LBRF & MBRF capture is estimated at 15 years (2023-2037). This Plan's capture of tax increment revenues shall not exceed 30 years, unless amended.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the Project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least five (5) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on all obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed). The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$4,844,838. Table 1a identifies the total amount required for the Project's eligible activities so long as there are sufficient revenues available to capture. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented Exhibit C, Table 4.

Table 3 - Estimated Impact to Taxing Jurisdictions

Taxing Unit/ Entity	Incremental Taxes Paid: Brownfield TIF Plan ¹	Tax Impact/ Capture: Brownfield TIF Plan ²	Taxes Returned to Taxing Jurisdiction: Brownfield TIF Plan ³
MERIDIAN TOWNSHIP			
Meridian Operating	\$ 820,118	\$ -	\$ -
Meridian Community Services	\$ 29,252	\$ -	\$ -
Meridian Pathways	\$ 65,250	\$ -	\$ -
Meridian Parks/Recreation	\$ 130,125	\$ -	\$ -
Meridian Police Protection	\$ 118,664	\$ -	\$ -
Meridian CATA Redi Ride	\$ 39,016	\$ -	\$ -
Meridian Land Preservation	\$ 19,725	\$ -	\$ -
Meridian Road Improvement/Streets: Debt	\$ 383,233	\$ -	\$ 383,233
Meridian Fire Station: Debt	\$ 39,450	\$ -	\$ -
Meridian Fire Protection	\$ 125,036	\$ -	\$ -
Meridian Police and Fire Protection	\$ 291,355	\$ -	\$ -
INGHAM COUNTY			
Ingham County	\$ 1,337,480	\$ -	\$ -
Potter Park Zoo	\$ 98,348	\$ -	\$ -
Public Transportation	\$ 118,112	\$ -	\$ -
Animal Control	\$ 47,201	\$ -	\$ -
Juvenile Justice	\$ 118,013	\$ -	\$ -
Elder Care	\$ 59,056	\$ -	\$ -
Health Services	\$ 123,891	\$ -	\$ -
Parks/Trails	\$ 98,348	\$ -	\$ -
Farmland Preservation	\$ 27,516	\$ -	\$ -
911 System	\$ 167,325	\$ -	\$ -
Jail/Justice	\$ 167,187	\$ -	\$ -
CATA/ Regular	\$ 589,673	\$ -	\$ -
CRAA - Airport Authority	\$ 137,876	\$ -	\$ -
LIBRARY			
CADL - Library	\$ 306,287	\$ 288,204	\$ 18,082
INTERMEDIATE SCHOOL DISTRICTS (ISD) / REGIONAL EDUCATIONAL SERVICE AGENCY (RESA)			
Ingham ISD	\$ 1,228,796	\$ 1,156,251	\$ 72,545
COMMUNITY COLLEGE			
Lansing Community College	\$ 743,467	\$ -	\$ -
LOCAL SCHOOL MILLAGES: excludes State School millages			
Okemos Public Schools: Debt	\$ 1,380,736	\$ -	\$ 1,380,736
Okemos Public Schools - Building/ Site Sinking Fund	\$ 194,506	\$ 183,023	\$ -
STATE SCHOOL MILLAGES: excludes Local School millages			
State Education Tax - SET	\$ 1,183,488	\$ 804,340	\$ 379,148
Okemos Public Schools - Local School Operating (LSO)	\$ 3,550,464	\$ 2,413,019	\$ 1,137,445
Totals	\$ 13,738,995	\$ 4,844,838	\$ 3,371,190

Notes:

1. Tax Amount Paid on Incremental Taxable Value (excludes Tax Amount paid on Base Year Taxable Value) during Brownfield Plan Tax Capture period.
2. The Brownfield Plan may only capture millages not allowed for tax capture by the DDA, and not prohibited from tax capture. Assumes that for the duration of the Brownfield Plan tax capture period, the Downtown Development Authority (DDA) will continue to capture millages allowed for tax capture under the "Recodified Tax Increment Act, Act 57, 2018" (previously known as the "DDA Act," Public Act 197 of 1975, as amended).
3. Tax Amount Returned on Incremental Taxable Value (excludes Tax Amount paid on Base Year Taxable Value) during Brownfield Plan Tax Capture period because: (a) millages are not allowed for Tax Capture by either the Brownfield Redevelopment Authority or the DDA (such as Debt levies), or (b) Excess Tax Capture returned because Tax Capture Amount exceeds Eligible Activity amount.

9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

The Property is planned to become vacant sometime in Summer 2022 when the only existing commercial building located on Block 1 at 4700 Ardmore Avenue is scheduled for demolition. There are no persons residing on the Property and the existing businesses plan to close in Summer 2022 on the Property are not relocating. Additionally, there are no residences or businesses that will be acquired to be cleared; therefore, there will be no adverse displacement or adverse relocation of persons or businesses under this Plan.

10. LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

The Authority has established a Local Brownfield Revolving Fund (LBRF). If the redevelopment Project is completed and all eligible activities are incurred as summarized in Table 1a, the Authority anticipates capturing incremental local taxes to fund the Authority's LBRF up to \$86,479, to the extent allowed by law. See Table 4d for LBRF distribution. The Authority's LBRF will be used to fund other projects within the Township. All funds deposited in the LBRF shall be in accordance with Section 8 of Act 381.

11. STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

The Authority shall pay to the Department of Treasury at least once annually an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the Authority pays an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13B(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381. State of Michigan Brownfield Redevelopment Fund (MBRF) capture is estimated at \$402,275.

12. OTHER INFORMATION (SECTION 13(2)(M))

The Authority and the Township, in accordance with the Act, may amend this Plan in the future.

This Brownfield Plan may only capture millages not allowed for tax capture by the Meridian Township Downtown Development Authority (DDA), and not prohibited from tax capture. This Plan assumes that for the duration of the Plan tax capture period, the DDA will continue to capture millages allowed for tax capture under the "Recodified Tax Increment Act, Act 57, 2018" (previously known as the "DDA Act," Public Act 197 of 1975, as amended). Therefore, the state and local breakdown of tax capture millage percentages anticipated to be used for reimbursement of EGLE eligible costs through this Plan are summarized below.

Proportionality of EGLE Eligible Activities	Local	State
Local to State Tax Capture Revenue Percentages on EGLE Requested Amounts for EGLE Approval	26.76%	73.24%

Although the above amount of state tax capture is higher proportionately than local capture as a result of the Eligible Property location in the DDA, the DDA and Township Economic Development Corporation budgeted to invest approximately \$3,316,031 and has already expended \$29,769 in infrastructure improvements associated and directly benefitting the Project, which will be completely sourced by the Township and with local-only tax increment revenue. Thus, the local contribution has exceeded the local proportionality requirement in this Plan.

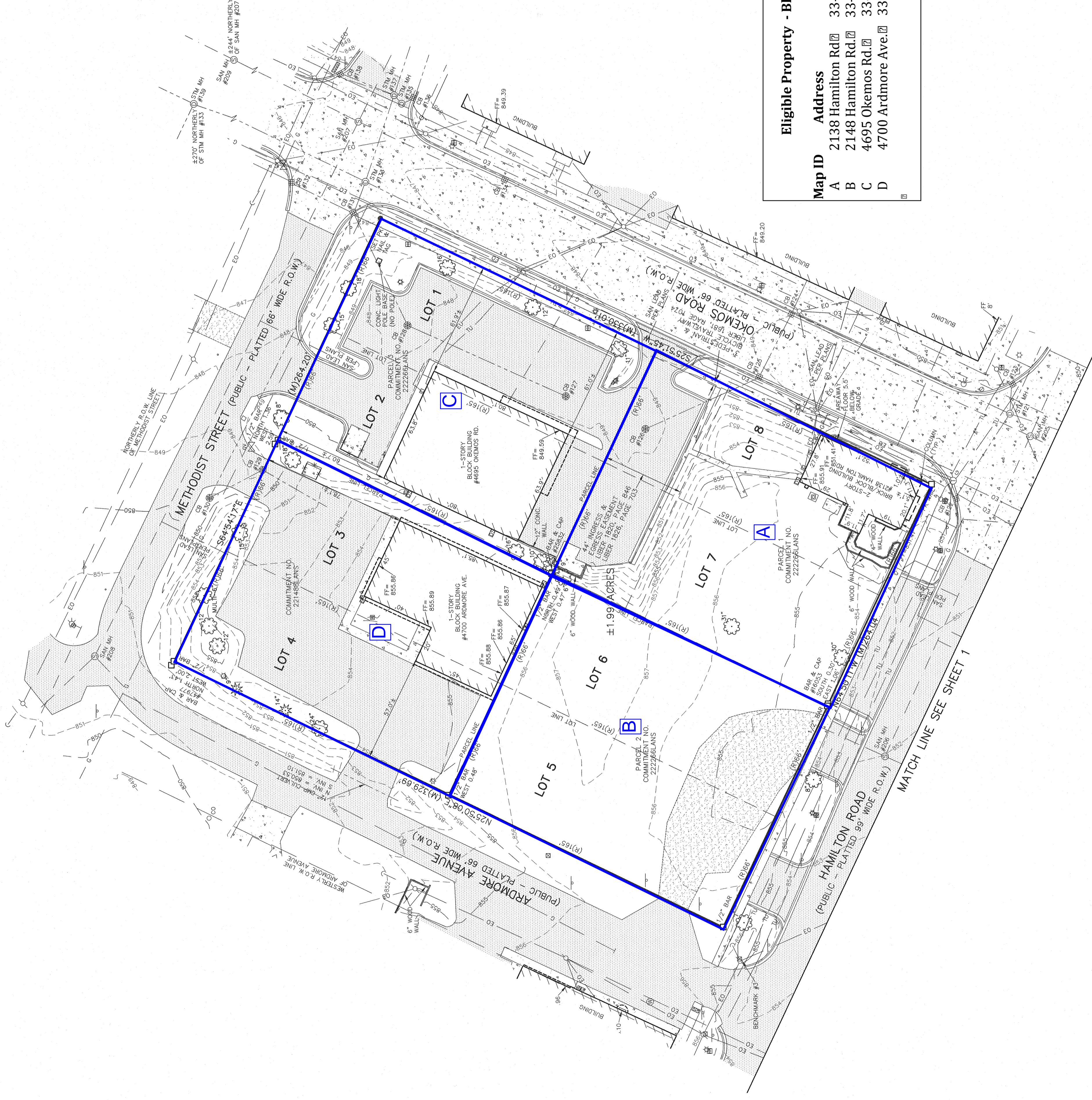
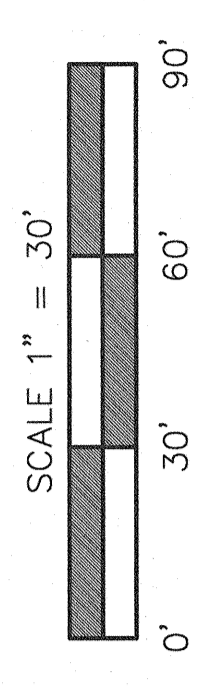
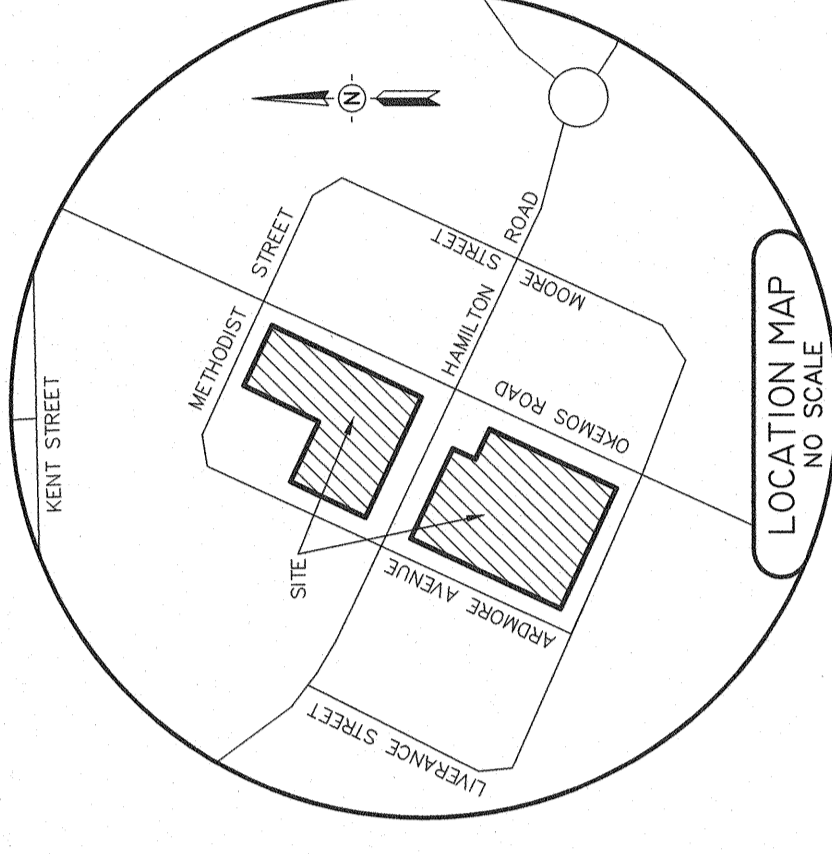
EXHIBITS

EXHIBIT A
Eligible Property –
Legal Descriptions and Eligible Property Boundary Map
Blocks 1 and 2 Parcels
ALTA/NSPS Land Title Survey

BLOCK 1

ALTA/NSPS LAND TITLE SURVEY

"OKEMOS VILLAGE"



Eligible Property - Block 1

Map ID	Address	Tax ID
A	2138 Hamilton Rd	33-02-02-21-405-010
B	2148 Hamilton Rd	33-02-02-21-405-005
C	4695 Okemos Rd	33-02-02-21-405-009
D	4700 Ardmore Ave	33-02-02-21-405-008

BENCHMARKS

- BENCHMARK #1 ELEV. = 852.30 (NAVD88)
PK NAIL, WEST SIDE UTILITY POLE, WEST SIDE OF OKEMOS ROAD,
±42' SOUTH OF BUILDING #4661 OKEMOS ROAD.
- BENCHMARK #2 ELEV. = 846.57 (NAVD88)
PK NAIL, SOUTHEAST SIDE UTILITY POLE, WEST SIDE OF ARDMORE
AVENUE, ON LINE WITH SOUTHERLY PARCEL LINE.
- BENCHMARK #3 ELEV. = 856.59 (NAVD88)
RAILROAD SPIKE, NORTHWEST SIDE UTILITY POLE, NORTHEAST
QUADRANT OF ARDMORE AVENUE AND HAMILTON ROAD.

LEGEND

- SET 1/2" BAR WITH CAP
- FOUND IRON AS NOTED
- DEED LINE
- DISTANCE NOT TO SCALE
- FENCE
- ASPHALT
- CONCRETE
- GRAVEL
- ADA PLATE
- EXISTING SPOT ELEVATION
- EXISTING CONTOUR ELEVATION
- BUILDING OVERHANG
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- GAS LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND TELEVISION
- UNDERGROUND ELECTRIC
- OVERHEAD WIRES
- DECIDUOUS TREE
- CONIFEROUS TREE
- ⊙ SANITARY MANHOLE
- ⊙ DRAINAGE MANHOLE
- ⊙ ELECTRIC MANHOLE
- ⊙ TELEPHONE MANHOLE
- ⊙ CATCH-BASIN
- ⊙ SANITARY CLEANOUT
- ⊙ FIRE HYDRANT
- ⊙ VALVE
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- ⊙ GROUND LIGHT
- ⊙ TRAFFIC SIGNAL
- ⊙ GUY WIRE
- ⊙ UTILITY PEDESTAL
- ⊙ TRANSFORMER
- ⊙ HANDHOLE
- ⊙ ELECTRIC METER
- ⊙ GAS METER
- ⊙ WATER METER
- ⊙ SIGN
- ⊙ POST
- ⊙ AIR CONDITIONING UNIT



ERF
ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR
NO. 53497

REVISIONS	COMMENTS
06/21/2018	ORIGINAL

KEBS, INC. ENGINEERING AND LAND SURVEYING
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-358-3333 WWW.KEBS.COM

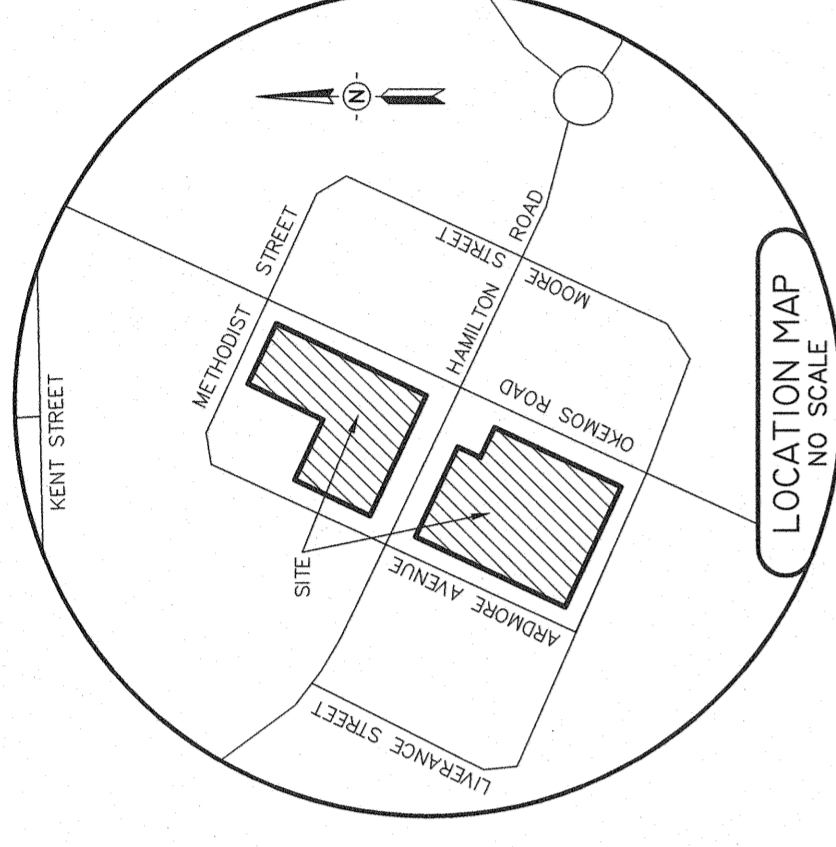
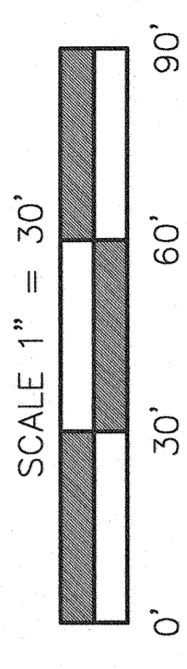
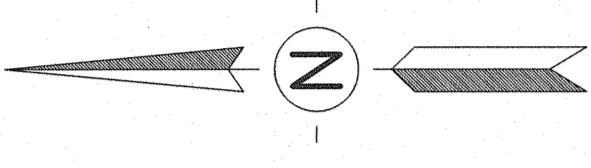
Marshall Office - Ph. 269-781-9800

DRAWN BY: SSF SECTION: 21, T4N, R1W
FIELD WORK BY: NAW/SL JOB NUMBER:
SHEET 2 OF 3 93725-ALT

BLOCK 2

ALTA/NSPS LAND TITLE SURVEY

"OKEMOS VILLAGE"



BENCHMARKS

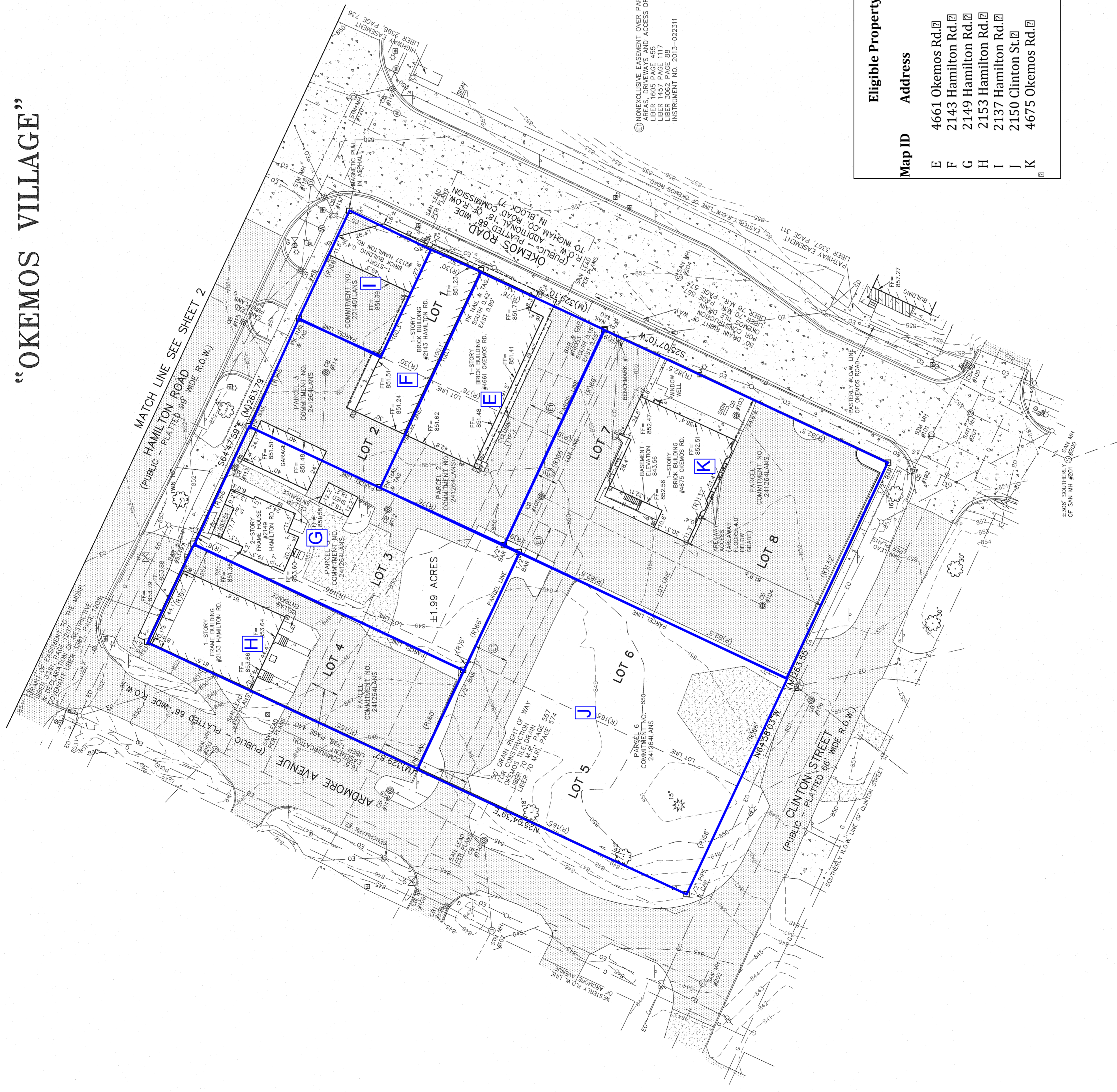
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- UTILITY PEDESTAL
- TRANSFORMER
- HANDHOLE
- ELECTRIC METER
- GAS METER
- WATER METER
- SIGN
- POST
- AIR CONDITIONING UNIT

NONEXCLUSIVE EASEMENT OVER PARKING
AREAS, DRIVEWAYS AND ACCESS DRIVES
LIBER 1605 PAGE 455
LIBER 1606 PAGE 457
LIBER 3002 PAGE 88
INSTRUMENT NO. 2013-022311

Map ID	Address	Tax ID
E	4661 Okemos Rd.	33-02-02-21-409-008
F	2143 Hamilton Rd.	33-02-02-21-409-003
G	2149 Hamilton Rd.	33-02-02-21-409-002
H	2153 Hamilton Rd.	33-02-02-21-409-001
I	2137 Hamilton Rd.	33-02-02-21-409-004
J	2150 Clinton St.	33-02-02-21-409-006
K	4675 Okemos Rd.	33-02-02-21-409-009



REVISIONS	COMMENTS
06/27/2018	ORIGINAL

ENGINEERING AND LAND SURVEYING
KEBS, INC.
2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-338-4444 WWW.KEBS.COM

Marshall Office - Ph. 269-781-9800

DRAWN BY: SSF SECTION: 21, 14N, R1W
FIELD WORK BY: NAW/SL JOB NUMBER: 93725-ALT
SHEET 1 OF 3

ERICK B. FRIESTROM
PROFESSIONAL SURVEYOR NO. 53497

ALTA/NSPS LAND TITLE SURVEY

"OKEMOS VILLAGE"

LEGAL DESCRIPTION:
(As provided by Transnation Title Agency, underwritten by Fidelity National Title Insurance Company, Commitment No. 222266LANS, dated August 15, 2017)

PARCEL 1:
Lots 7 and 8, Block 3, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 2:
Lots 5 and 6, Block 3, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 3:
Lots 7 and 8, Block 3, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

(As provided by Transnation Title Agency, underwritten by Fidelity National Title Insurance Company, Commitment No. 241264LANS, Revision No. 2, dated April 25, 2018)

PARCEL 1:
Lots 7 and 8, Block 6, and the Southerly 9 feet of Lots 1 and 2, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 2:
The Northerly 76 feet in width of the Southerly 85 feet in width of Lots 1 and 2, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 3:
Lot 2, EXCEPT the South 85 feet thereof, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

The North 30 feet of the South 115 feet of Lot 1, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 4:
Lots 4, EXCEPT the East 6 feet, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 5:
The entire of Lot 3 and the East 6 feet of Lot 4, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

PARCEL 6:
Lots 5 and 6, Block 6, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

(As provided by Transnation Title Agency, Commitment No. 221491LANS, dated August 15, 2017)

Lot 1, Block 6, EXCEPT the South 115 feet thereof, Village of Okemos (formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

(As provided by Transnation Title Agency, Commitment No. 221488LANS, dated August 15, 2017)

Lots 3 and 4, Block 3, Village of Okemos (Formerly Village of Hamilton), Meridian Township, Ingham County, Michigan, as recorded in Liber 11 of Deeds, Page 2.

SCHEDULE B - SECTION II, EXCEPTIONS:

(As provided by Transnation Title Agency, underwritten by Fidelity National Title Insurance Company, Commitment No. 222266LANS, dated August 15, 2017)

Item 9. Grant of Easement recorded in Liber 1681, Page 1074, crosses parcel, is plottable and shown hereon.

Item 10. Easement Agreement recorded in Liber 1820, Page 846, crosses parcel, is plottable and shown hereon.

Item 11. Agreement Relating to Easement recorded in Liber 1826, Page 703, crosses parcel, is plottable and shown hereon.

Item 12. Affidavit Regarding Parking Agreement recorded in Liber 2443, Page 1184, and Liber 2443, Page 1186. Re-recorded in Liber 2461, Page 276, crosses parcel, is blanket in character, therefore not shown hereon.

Item 13. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 1487, Page 734, crosses parcel, is blanket in character over Lots 7 & 8, Block 3, therefore not shown hereon.

Item 14. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 1560, Page 92, crosses parcel, is blanket in character over Lots 7 & 8, Block 3, therefore not shown hereon.

Item 15. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 1660, Page 493, crosses parcel, is blanket in character over Lots 7 & 8, Block 3, therefore not shown hereon.

Item 16. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 1899, Page 977, crosses parcel, is blanket in character over Lots 7 & 8, Block 3, therefore not shown hereon.

Item 17. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 2989, Page 819, crosses parcel, is blanket in character over Lots 7 & 8, Block 3, therefore not shown hereon.

(As provided by Transnation Title Agency, underwritten by Fidelity National Title Insurance Company, Commitment No. 241264LANS, Revision No. 2, dated April 25, 2018)

Item 10. Survey of the Okemos Tile Drain recorded in Liber 70 of Misc. Records, Page 567, crosses parcel, is plottable and shown hereon.

Item 11. Release of Right of Way recorded in Liber 70 of Misc. Records, Page 570, may cross parcel, provided document is illegible.

Item 12. Release of Right of Way recorded in Liber 70 of Misc. Records, Page 576, crosses parcel, is plottable and shown hereon.

Item 13. Intentionally omitted.

Item 14. Easement granted to Michigan Bell Telephone Company recorded in Liber 1398, Page 440, crosses parcel, is plottable and shown hereon.

Item 15. Easement Agreement recorded in Liber 1457, Page 1117. Amendment recorded in Liber 3062, Page 88 and in instrument No. 2013-022311, crosses parcel, is plottable and shown hereon.

SEWER INVENTORIES

CATCH BASIN #100
RIM ELEV. = 851.88
8" RCP W INV. = 847.69
TOP OF DEBRIS ELEV. = 847.66
SUMP ELEV. = 846.19

STORM MANHOLE #101
RIM ELEV. = 852.23
12" RCP E INV. = 846.78
15" RCP S ELEV. = 846.59
12" RCP W INV. = 846.90
TOP OF DEBRIS ELEV. = 846.75

CATCH BASIN #102
RIM ELEV. = 851.85
12" RCP W INV. = 847.33
TOP OF DEBRIS ELEV. = 847.35

CATCH BASIN #103
RIM ELEV. = 852.09
SW RESTRICTOR PLATE INV. = 849.23
SW 12" SQUARE OPENING INV. = 848.13
SUMP ELEV. = 846.89

CATCH BASIN #104
RIM ELEV. = 851.87
8" RCP N INV. = 840.70
8" RCP NE INV. = 847.68
TOP OF WATER ELEV. = 847.68
SUMP ELEV. = 846.60

CATCH BASIN #105
RIM ELEV. = 849.67
6" VCP NE INV. = 845.07
8" RCP S INV. = 844.91
SUMP ELEV. = 844.17

CATCH BASIN #106
RIM ELEV. = 850.60
8" PVC TOP OF PIPE ELEV. = 849.12
8" RCP W INV. = 848.80
TOP OF DEBRIS ELEV. = 848.80

STORM MANHOLE #107
RIM ELEV. = 845.42
12" RCP N INV. = 840.22
12" RCP NE INV. = 838.54
18" RCP W INV. = 837.26

CATCH BASIN #108
RIM ELEV. = 844.38
10" RCP N INV. = 840.43
10" RCP S INV. = 840.39
TOP OF DEBRIS ELEV. = 840.38

CATCH BASIN #109
RIM ELEV. = 844.37
10" RCP S INV. = 840.72
TOP OF DEBRIS ELEV. = 840.47

CATCH BASIN #110
RIM ELEV. = 844.72
12" RCP N INV. = 839.24
12" RCP SW INV. = 839.01
SUMP ELEV. = 838.12

CATCH BASIN #111
RIM ELEV. = 844.66
12" RCP S INV. = 839.47
SUMP ELEV. = 839.06

CATCH BASIN #112
RIM ELEV. = 850.32
6" VCP E INV. = 847.30
6" VCP W INV. = 847.39
SUMP ELEV. = 847.22

CATCH BASIN #113
RIM ELEV. = 851.08
6" VCP W INV. = 848.40
TOP OF DEBRIS ELEV. = 848.38

CATCH BASIN #114
RIM ELEV. = 850.55
6" VCP S INV. = 844.91
6" VCP SE INV. = 844.93
SUMP ELEV. = 843.68

CATCH BASIN #115
RIM ELEV. = 846.24
4" PVC SE INV. = 840.99
15" RCP E INV. = 839.05
6" PVC SW INV. = 842.60
SUMP ELEV. = 848.43

CATCH BASIN #116
RIM ELEV. = 850.60
12" RCP NE INV. = 846.01
4" VCP NW INV. = 848.11
TOP OF DEBRIS ELEV. = 845.76

(As provided by Transnation Title Agency, Commitment No. 221491LANS, dated August 15, 2017)

There are no easements or restrictions of record per the title commitment provided.

(As provided by Transnation Title Agency, Commitment No. 221488LANS, dated August 15, 2017)

Item 10. Easements for overflow parking in the instrument recorded in Liber 2443, Page 1186, and re-recorded on May 22, 1997 in Liber 2461, Page 276, cross parcel; no easements are defined and therefore are not shown hereon.

CATCH BASIN #117
RIM ELEV. = 850.01
12" RCP N INV. = 845.88
TOP OF DEBRIS ELEV. = 845.88

STORM MANHOLE #118
RIM ELEV. = 849.82
12" RCP SW INV. = 845.66
12" RCP S INV. = 845.77
TOP OF DEBRIS ELEV. = 845.86

CATCH BASIN #119
RIM ELEV. = 849.25
12" RCP NW INV. = 845.94
SUMP ELEV. = 844.75

STORM MANHOLE #120
RIM ELEV. = 849.59
12" RCP N INV. = 844.58
12" RCP SE INV. = 845.08
SW 12" RCP W INV. = 844.74
SUMP ELEV. = 844.09

STORM MANHOLE #121
RIM ELEV. = 849.28
12" RCP N INV. = 841.45
8" RCP NE INV. = 833.92
8" RCP E INV. = 833.83
12" RCP SW INV. = 840.65
12" RCP S INV. = 840.65
12" RCP W INV. = 843.19
8" RCP W INV. = 845.02

CATCH BASIN #122
RIM ELEV. = 849.72
8" RCP E INV. = 845.86
SUMP ELEV. = 843.42

CATCH BASIN #123
RIM ELEV. = 849.30
8" RCP SW INV. = 844.59
TOP OF DEBRIS ELEV. = 844.33

CATCH BASIN #124
RIM ELEV. = 848.90
8" METAL E INV. = 841.49
12" RCP S INV. = 841.49
8" RCP W INV. = 845.11
SUMP ELEV. = 841.49

CATCH BASIN #125
RIM ELEV. = 848.84
8" RCP E INV. = 845.44
6" PVC NW INV. = 845.49
SUMP ELEV. = 845.24

CATCH BASIN #126
RIM ELEV. = 848.50
6" PVC SE INV. = 846.15
TOP OF DEBRIS ELEV. = 846.10

CATCH BASIN #127
RIM ELEV. = 848.24
8" RCP N INV. = 844.49
SUMP ELEV. = 844.04

CATCH BASIN #128
RIM ELEV. = 847.24
8" VCP NE INV. = 844.05
8" VCP S INV. = 844.05
TOP OF DEBRIS ELEV. = 844.04

CATCH BASIN #129
RIM ELEV. = 848.81
4" S INV. = 845.28
12" RCP NW INV. = 845.19
SUMP ELEV. = 844.81

CATCH BASIN #130
RIM ELEV. = 848.88
12" RCP E INV. = 844.91
12" RCP SE INV. = 844.93
SUMP ELEV. = 843.68

CATCH BASIN #131
RIM ELEV. = 846.24
15" RCP N INV. = 840.99
8" VCP E INV. = 840.11
6" VCP SW INV. = 842.60
12" RCP W INV. = 843.06
SUMP ELEV. = 838.86

CATCH BASIN #132
RIM ELEV. = 846.01
12" RCP NE INV. = 846.01
4" VCP NW INV. = 848.11
TOP OF DEBRIS ELEV. = 845.76

(As provided by Transnation Title Agency, Commitment No. 221491LANS, dated August 15, 2017)

There are no easements or restrictions of record per the title commitment provided.

(As provided by Transnation Title Agency, Commitment No. 221488LANS, dated August 15, 2017)

Item 10. Easements for overflow parking in the instrument recorded in Liber 2443, Page 1186, and re-recorded on May 22, 1997 in Liber 2461, Page 276, cross parcel; no easements are defined and therefore are not shown hereon.

STORM MANHOLE #133
RIM ELEV. = 846.58
12" RCP N INV. = 838.88
12" RCP E INV. = 834.69
12" RCP S INV. = 840.04
15" RCP W INV. = 838.23

CATCH BASIN #134
RIM ELEV. = 846.71
TOP OF DEBRIS ELEV. = 845.41

STORM MANHOLE #135
RIM ELEV. = 846.61
12" RCP NE INV. = 840.73
12" RCP SE INV. = 842.62
SUMP ELEV. = 838.56

CATCH BASIN #136
RIM ELEV. = 846.68
12" RCP E INV. = 843.69
12" RCP NW INV. = 842.89
SUMP ELEV. = 840.92

STORM MANHOLE #137
RIM ELEV. = 846.59
12" RCP N INV. = 841.45
12" RCP NE INV. = 833.92
8" RCP E INV. = 833.83
12" RCP SW INV. = 840.65
12" RCP S INV. = 840.65
12" RCP W INV. = 834.37

CATCH BASIN #138
RIM ELEV. = 846.01
12" RCP S INV. = 841.59
8" RCP SE INV. = 840.09

SANITARY MANHOLE #200
RIM ELEV. = 845.36
8" VCP N INV. = 836.58
8" VCP SE INV. = 836.72

SANITARY MANHOLE #201
RIM ELEV. = 851.97
8" VCP E INV. = 844.36
8" VCP S INV. = 835.34
8" VCP S INV. = 835.23
8" VCP W INV. = 835.13

SANITARY MANHOLE #202
RIM ELEV. = 844.30
8" VCP N INV. = 832.60
8" VCP E INV. = 831.28
8" VCP E INV. = 833.77
8" VCP W INV. = 831.17

SANITARY MANHOLE #203
RIM ELEV. = 847.01
8" VCP S INV. = 834.83
8" VCP W INV. = 835.03

SANITARY MANHOLE #204
RIM ELEV. = 852.05
8" VCP N INV. = 840.56

SANITARY MANHOLE #205
RIM ELEV. = 848.88
8" VCP N INV. = 838.88
8" VCP E INV. = 838.97
8" VCP S INV. = 839.51
8" VCP W INV. = 839.58

SANITARY MANHOLE #206
RIM ELEV. = 852.02
8" VCP N INV. = 840.63
8" VCP E INV. = 840.33
8" VCP S INV. = 840.71

SANITARY MANHOLE #207
RIM ELEV. = 846.39
8" VCP N INV. = 835.95
8" VCP E INV. = 837.75
8" VCP S INV. = 837.70
8" VCP W INV. = 837.61

SANITARY MANHOLE #208
RIM ELEV. = 851.62
15" RCP E INV. = 840.11
8" VCP E INV. = 840.11
6" VCP SW INV. = 840.41
6" VCP NW INV. = 840.54

SANITARY MANHOLE #209
RIM ELEV. = 842.15
8" VCP N INV. = 833.91
8" VCP S INV. = 833.91

SURVEYOR'S NOTES:

1. This plan was made at the direction of the parties named hereon and is intended solely for their immediate use. Survey prepared from fieldwork performed in June 2018.

2. All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing CORS.

3. All dimensions are in feet and decimals thereof.

4. All elevations are North American Vertical Datum of 1988 (NAVD88).

5. No building tie dimensions are to be used for establishing the property lines.

6. There are no observable potential encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown hereon.

7. Parcel has direct access to public Okemos Road, public Hamilton Road, public Clinton Street, public Methodist Street, and public Ardmore Avenue.

ALTA/NSPS LAND TITLE SURVEY - TABLE "A" REQUIREMENTS:

Item 1: Shown on the survey map.

Item 2: Addresses of the surveyed property, 4700 Ardmore Avenue, 2150 Hamilton Street, Hamilton, Michigan, 21491LANS, dated August 15, 2017; 2149 Hamilton Road, 2149 Hamilton Road, 2149 Hamilton Road, 2149 Hamilton Road, 4675 Okemos Road, 4675 Okemos Road, and 4695 Okemos Road, Okemos, MI 48864.

Item 3: By scaled map location and graphic plotting only, this property lies entirely within Flood Zone "X", areas outside the 1% annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map for the Charter Township of Meridian, Ingham County, Michigan, Community Panel No. 260093 0158 D, dated August 16, 2011.

Item 4: 3.99 Acres (173,987 square feet)

Item 5: Shown on the survey map.

Item 7a: Shown on the survey map.

Item 8: Shown on the survey map.

Item 9: Parking:
Regular Parking Spaces: 0
Disabled Parking Spaces: 0
Total on-site Parking Spaces: 0

Item 10: There were no party walls designated by client.

Item 11: Utility information as shown was obtained from available public records and utility field notes. The field notes were reviewed by the surveyor and verified in the field by the appropriate authorities prior to use for construction. MISS DIG was not contacted to mark utilities on site for this survey, but previous MISS DIG underground utility markings from previous surveys have been incorporated where possible.

Item 13: Shown on the survey map.

CERTIFICATION:

To Downtown Okemos, LLC; Transnation Title Agency; and Fidelity National Title Insurance Company;

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7a, 8, 9, 10, 11, and 13 of Table A thereof. The fieldwork was completed on June 3, 2018.



ERICK R. FRIESTROM
Date of Plot or Map: 06/03/18
Professional Surveyor No. 53497
erfriestrom@kebs.com

REVISIONS	COMMENTS	ENGINEERING AND LAND SURVEYING
06/21/2018	ORIGINAL	KEBS, INC. 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-5399-8047 WWW.KEBS.COM
		Marshall Office - Ph. 269-781-9800
		DRAWN BY: SSF SECTION: 21, TAN, RTW
		FIELD WORK BY: NAW/SL JOB NUMBER:
		SHEET 3 OF 3 93725-ALT

EXHIBIT B

Basis of Eligibility -
EGLE Acknowledgement of Receipt of a
Baseline Environmental Assessment Letters
dated August 17, 2018 and March 4, 2021
Blocks 1 and 2 Parcels



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



C. HEIDI GREYER
DIRECTOR

August 17, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: B201802496LA

Legal Entity: Village of Okemos LLC, 2362 Jolly Oak Drive, Okemos, Michigan 48864

Property Address: 2137-2155 Hamilton Road, 4661-4675 Okemos Road, and 2150 Clinton Street, Okemos, Ingham County

On August 15, 2018, the Department of Environmental Quality (DEQ) received a Baseline Environmental Assessment (BEA) dated August 14, 2018, for the above legal entity and property. This letter is your acknowledgement that the DEQ has received and recorded the BEA. The DEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The DEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the DEQ's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:



Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-614-8544
eagled@michigan.gov

Enclosure

cc: PM Environmental Inc.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

March 4, 2021

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: 33010018-BEA-1

Legal Entity: VOO North LLC, 2410 Woodlake Drive, Suite 440, Okemos, Michigan 48864

Property Address: 2137, 2138, and 2148 Hamilton Road; 4695 Okemos Road; and
4700 Ardmore Road, Okemos, Ingham County

On February 25, 2021, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) received a Baseline Environmental Assessment (BEA) dated February 16, 2021, for the above legal entity and property. This letter is your acknowledgement that EGLE has received and recorded the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

EGLE is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA. The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous

Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on EGLE's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:



David LaBrecque, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-285-7889
labrecqued@michigan.gov

Enclosure
cc: PM Environmental Inc.



FOR DEQ USE ONLY
BEA SUBMITTAL #
33010018-BEA

Baseline Environmental Assessment Submittal Form

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

Section A: Legal Entity Information

Name of legal entity that does or will own or operate the property: VOO North, LLC	Contact for BEA questions if different from submitter: Name & Title:
Address: 2410 Woodlake Drive, Suite 440	Aaron Snow, Staff Scientist
City: Okemos State: Michigan ZIP: 48864	Company: PM Environmental, Inc.
Contact Person (Name & Title):	Address: 4080 West Eleven Mile Road
Will Randle, Authorized Representative	City: Berkley State: Michigan ZIP: 48072
Telephone: 517-580-2550	Telephone: 800-313-2966 Email: snow@pmenv.com
Email: will@westpacinv.com	

Section B: Property Information

Street Address of Property: 2137, 2138, and 2148 Hamilton Road, 4695 Okemos Road, and 4700 Ardmore Road	County: Ingham
City: Okemos State: Michigan Zip: 48864	City/Village/Township: Meridian Township
Property Tax ID (include all applicable IDs): 33-02-02-21-409-004, 33-02-02-21-405-010, 33-02-02-21-405-005, 33-02-02-21-405-009, and 33-02-02-21-405-008	Town: 04N Range: 01W Section: 21
Address according to tax records, if different than above (include all applicable addresses):	Quarter: SE Quarter-Quarter: NW
City: _____ State: _____ Zip: _____	Decimal Degrees Latitude: 44.052 Decimal Degrees Longitude: -83.659
Status of submitter relative to the property (check all that apply):	Reference point for latitude and longitude: Center of site <input checked="" type="checkbox"/> Main/front door <input type="checkbox"/> Front gate/main entrance <input type="checkbox"/> Other <input type="checkbox"/>
Owner <input type="checkbox"/> Former <input type="checkbox"/> Current <input type="checkbox"/> Prospective <input checked="" type="checkbox"/>	Collection method: Survey <input type="checkbox"/> GPS <input type="checkbox"/> Interpolation <input checked="" type="checkbox"/>
Operator <input type="checkbox"/>	

Section C: Source of contamination at the property (check all that are known to apply):

Facility regulated pursuant to Part 201, other source, or source unknown	<input checked="" type="checkbox"/>
Part 201 Site ID, if known: _____	
Property - Leaking Underground Storage Tank regulated pursuant to Part 213	<input checked="" type="checkbox"/>
Part 211/213 Facility ID, if known: _____	
Oil or gas production and development regulated pursuant to Part 615 or 625	<input type="checkbox"/>
Licensed landfill regulated pursuant to Part 115	<input type="checkbox"/>
Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111	<input type="checkbox"/>

Section D: Applicable Dates (provide date for all that are relevant):

RECEIVED

FEB 25 2021
EQ 4025 (07/2017)

MM/DD/YYYY

EXHIBIT C

Table 4 - Tax Increment Financing Estimates Blocks 1 and 2 Parcels

Table 4a1 - Base Year/Initial Taxable Value (ITV) Information
Blocks 1 and 2 Parcels

Village of Okemos Redevelopment

Blocks 1 & 2, Meridian Charter Township, Michigan

Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information (Estimated)

Notes	Property Identification		Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan by Property Classification ¹						Notes
			Land	Land Improvements	Building	Real Property Subtotal	Personal Property	Total	
	Address	Tax Parcel Number							BASE YEAR = 2022
Block 1	2138 Hamilton Rd	33-02-02-21-405-010	\$ 163,400	\$ -	\$ -	\$ 163,400	\$ -	\$ 163,400	Estimated Values for 2022 (based on Values received from Assessing Department) ¹
Block 1	2148 Hamilton Rd.	33-02-02-21-405-005	\$ 163,400	\$ -	\$ -	\$ 163,400	\$ -	\$ 163,400	"
Block 1	4695 Okemos Rd.	33-02-02-21-405-009	\$ 163,400	\$ -	\$ -	\$ 163,400	\$ -	\$ 163,400	"
Block 1	4700 Ardmore Ave.	33-02-02-21-405-008	\$ 168,792	\$ 1,827	\$ 139,281	\$ 309,900	\$ -	\$ 309,900	"
Block 2	4661 Okemos Rd.	33-02-02-21-409-008	\$ 75,200	\$ -	\$ -	\$ 75,200	\$ -	\$ 75,200	"
Block 2	2143 Hamilton Rd.	33-02-02-21-409-003	\$ 54,500	\$ -	\$ -	\$ 54,500	\$ -	\$ 54,500	"
Block 2	2149 Hamilton Rd.	33-02-02-21-409-002	\$ 89,100	\$ -	\$ -	\$ 89,100	\$ -	\$ 89,100	"
Block 2	2153 Hamilton Rd.	33-02-02-21-409-001	\$ 28,070	\$ -	\$ -	\$ 28,070	\$ -	\$ 28,070	"
Block 2	2137 Hamilton Rd.	33-02-02-21-409-004	\$ 24,800	\$ -	\$ -	\$ 24,800	\$ -	\$ 24,800	"
Block 2	2150 Clinton St.	33-02-02-21-409-006	\$ 34,901	\$ -	\$ -	\$ 34,901	\$ -	\$ 34,901	"
Block 2	4675 Okemos Rd.	33-02-02-21-409-009	\$ 85,281	\$ -	\$ -	\$ 85,281	\$ -	\$ 85,281	"
Totals			\$ 1,050,844	\$ 1,827	\$ 139,281	\$ 1,191,952	\$ -	\$ 1,191,952	-

Notes:

- Estimated Taxable Values for Land, Land Improvements, and Building Values for 2022 are based on a review by the Meridian Township Assessing Department.

Last revised: 1/20/2022

Table 4a2 - Total Estimated Taxes Paid to All Taxing
Jurisdictions on the Base Year Taxable Value/ Initial Taxable
Value (ITV)
Blocks 1 and 2 Parcels

**Village of Okemos Redevelopment
Blocks 1 & 2, Meridian Charter Township, Michigan**

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

Notes	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS	Annual Millage Rate Levied on Real Property ¹	Annual Millage Rate Levied on Commercial Personal Property ¹	Base Year	2022
				BP Year Number	0
-	MERIDIAN TOWNSHIP	-	-	-	-
-	Meridian Operating	4.1578	4.1578		\$ 4,956
-	Meridian Community Services	0.1483	0.1483		\$ 177
-	Meridian Pathways	0.3308	0.3308		\$ 394
-	Meridian Parks/Recreation	0.6597	0.6597		\$ 786
-	Meridian Police Protection	0.6016	0.6016		\$ 717
-	Meridian CATA Redi Ride	0.1978	0.1978		\$ 236
-	Meridian Land Preservation	0.1000	0.1000		\$ 119
-	Meridian Road Improvement/Streets: Debt	1.9429	1.9429		\$ 2,316
-	Meridian Fire Station: Debt	0.2000	0.2000		\$ 238
-	Meridian Fire Protection	0.6339	0.6339		\$ 756
-	Meridian Police and Fire Protection	1.4771	1.4771		\$ 1,761
-	<i>Subtotal of Local Government Unit (LGU): Annual</i>	10.4499	10.4499		\$ 12,456
-	INGHAM COUNTY	-	-	-	-
-	Ingham County	6.7807	6.7807		\$ 8,082
-	Potter Park Zoo	0.4986	0.4986		\$ 594
-	Public Transportation	0.5988	0.5988		\$ 714
-	Animal Control	0.2393	0.2393		\$ 285
-	Juvenile Justice	0.5983	0.5983		\$ 713
-	Elder Care	0.2994	0.2994		\$ 357
-	Health Services	0.6281	0.6281		\$ 749
-	Parks/Trails	0.4986	0.4986		\$ 594
-	Farmland Preservation	0.1395	0.1395		\$ 166
-	911 System	0.8483	0.8483		\$ 1,011
-	Jail/Justice	0.8476	0.8476		\$ 1,010
-	CATA/ Regular	2.9895	2.9895		\$ 3,563
-	CRAA - Airport Authority	0.6990	0.6990		\$ 833
-	LIBRARY	-	-	-	-
-	CADL - Library	1.5528	1.5528		\$ 1,851
-	INTERMEDIATE SCHOOL DISTRICTS (ISD) / REGIONAL EDUCATIONAL SERVICE AGENCY (RESA)	-	-	-	-
-	Ingham ISD	6.2297	6.2297		\$ 7,426
-	COMMUNITY COLLEGE	-	-	-	-
-	Lansing Community College	3.7692	3.7692		\$ 4,493
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-
-	Okemos Public Schools: Debt	7.0000	7.0000		\$ 8,344
-	Okemos Public Schools - Building/ Site Sinking Fund	0.9861	0.9861		\$ 1,175
-	<i>Subtotal of Non-Local Government Unit (LGU) Local: Annual</i>	35.2035	35.2035		\$ 41,961
-	Total Local: Annual	45.6534	45.6534		\$ 54,417
-	STATE SCHOOL MILLAGES: excludes Local School millages	Annual Millage Rate Levied	Annual Millage Rate Levied	-	-
-	State Education Tax - SET	6.0000	6.0000		\$ 7,152
-	Okemos Public Schools - Local School Operating (LSO)	18.0000	6.0000		\$ 21,455
-	Total State & Local School: Annual	24.0000	12.0000		\$ 28,607
-	TOTAL LOCAL AND STATE & LOCAL SCHOOL: ANNUAL	69.6534	57.6534		\$ 83,024

Notes:

The most current available millage rates are utilized (Summer 2021 & Winter 2021) and are assumed to be in effect for the 1 duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

**Table 4b - Estimated Future Taxable Value (FTV) Information
Blocks 1 and 2 Parcels**

Village of Okemos Redevelopment

Blocks 1 & 2, Meridian Charter Township, Michigan

Table 4b - Estimated Future Taxable Value (FTV) Information 1,2

Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s), Land & Land Improvements Upon Completion	FTV	TCV	Tax Year		Notes	FIRST YEAR OF BP TAX CAPTURE											
			2022	2023		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s) & Land Improvements (excludes any Personal Property)	Calendar/ Tax Year		BP Year Number		Notes	BASE YEAR OF BP TAX CAPTURE											
	2022	2023	2024	2025		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s) & Land Improvements (excludes any Personal Property)	0.000%	0.000%	0.000%	0.000%		0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Estimated Percentage (%) Change In Future Taxable Values (TV) of Land shown below	0.000%	1.790%	1.790%	0.000%		0.000%	1.790%	1.790%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s), Land & Land Improvements Upon Completion																	
Block 1 - Multi-family Residential (Buildings D & E)	\$ 5,748,200	\$ 11,496,400															
Block 1 - Commercial (Building D)	\$ 1,288,800	\$ 2,577,600															
Block 2 - Multi-family Residential (Buildings A & B)	\$ 5,756,000	\$ 11,512,000															
Block 2 - Commercial (Building A)	\$ 1,299,100	\$ 2,598,200															
Subtotal	\$ 14,092,100	\$ 28,184,200															
Estimated Future Taxable Value (FTV) of Land																	
2138 Hamilton Rd	163,400																
2148 Hamilton Rd.	163,400																
4695 Okemos Rd.	163,400																
4700 Ardmore Ave.	309,900																
4661 Okemos Rd.	75,200																
2143 Hamilton Rd.	54,500																
2149 Hamilton Rd.	89,100																
2153 Hamilton Rd.	28,070																
2137 Hamilton Rd.	24,800																
2150 Clinton St.	34,901																
4675 Okemos Rd.	85,281																
Subtotal Future Taxable Value (FTV) of Land	\$ 1,191,952																
Total Future Taxable Value (FTV) of Building(s) and Land Improvements, Land & Personal Property (if any)	1,191,952	2,622,498	8,281,056	14,092,100	14,344,349	14,601,112	14,862,472	15,128,511	15,399,311	15,674,959	15,955,540	16,241,145	16,531,861	16,827,781	17,128,999	17,435,608	
Base Year/ Initial Taxable Value (ITV) of Building(s) and Land Improvements, Land & Personal Property (if any)																	
Total Captured Taxable Value (= Total FTV of Building(s) and Land Improvements, Land & Personal Property (if any) minus Base Year/ ITV)	\$ -	\$ 1,430,546	\$ 7,089,104	\$ 12,900,148	\$ 13,152,397	\$ 13,409,160	\$ 13,670,520	\$ 13,936,559	\$ 14,207,359	\$ 14,483,007	\$ 14,763,588	\$ 15,049,193	\$ 15,339,909	\$ 15,635,829	\$ 15,937,047	\$ 16,243,656	

Notes:

All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only, the actual FTV/FAV may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the FTV/FAV based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of the Future Assessed Value (FAV) of Personal Property, if any are provided, and any associated Tax Incremental Revenues, are estimates only, and the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). The estimated Assessed/Taxable Value of any existing Personal Property is included in the Plan's Base Year/Initial Taxable Value.

Table 4c - Impact of Brownfield Plan Tax Capture on Taxing
Jurisdictions
Blocks 1 and 2 Parcels

Table 4d - Tax Increment Revenue Reimbursement Allocation
Table
Blocks 1 and 2 Parcels

Table 4d - Tax Increment Revenue Reimbursement Allocation Table
 VILLAGE OF OKEMOS REDEVELOPMENT, Blocks 1 and 2, Meridian Charter Township, MI
 1/20/2022

Developer Maximum Reimbursement	Y	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State		73.24%	\$ 2,815,084	-	\$ 2,815,084
Local		26.76%	\$ 1,028,514	\$ 426,006	\$ 1,454,520
TOTAL			\$ 3,843,598	\$ 426,006	\$ 4,269,604

EGL E Activities		100.00%	\$ 3,843,598	-	\$ 3,843,598
MSF Activities		0.00%	-	-	-
TOTAL		100.00%	\$ 3,843,598	\$ 426,006	\$ 4,269,604

Estimated Total Years of Plan: 15

Estimated Capture
 BRA Administrative Fees \$ 86,479
 BRA - Brownfield & Work Plan Implementation \$ -
 Local Brownfield Revolving Fund \$ 86,479
 State Brownfield Redevelopment Fund - MBRF (50% of the captured SET millage) \$ 402,275
 Subtotal: Non-Developer Reimbursement \$ 575,234
 Developer Reimbursement \$ 4,269,604
Total \$ 4,844,838

Brownfield Plan Year	Calendar Year															TOTAL	
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		2036
Total State Incremental Revenue	\$ -	\$ -	\$ 34,333	\$ 170,138	\$ 309,604	\$ 315,658	\$ 321,820	\$ 328,092	\$ 334,477	\$ 340,977	\$ 347,592	\$ 354,326	\$ 361,181	\$ 368,158	\$ 375,260	\$ 382,489	\$ 389,848
State Brownfield Redevelopment Fund - MBRF (50% of the Captured SET)	\$ -	\$ -	\$ 4,292	\$ 21,267	\$ 38,700	\$ 39,457	\$ 40,227	\$ 41,012	\$ 41,810	\$ 42,622	\$ 43,449	\$ 44,291	\$ 45,148	\$ -	\$ -	\$ -	\$ -
BRA - Local Brownfield Revolving Fund (LBRF): State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ 4,292	\$ 21,267	\$ 38,700	\$ 39,457	\$ 40,227	\$ 41,012	\$ 41,810	\$ 42,622	\$ 43,449	\$ 44,291	\$ 45,148	\$ -	\$ -	\$ -	\$ -
BRA - Brownfield & Work Plan Implementation: State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ -	\$ -	\$ 30,041	\$ 148,871	\$ 270,903	\$ 276,200	\$ 281,592	\$ 287,081	\$ 292,668	\$ 298,355	\$ 304,143	\$ 310,035	\$ 316,033	\$ 366,158	\$ 375,260	\$ 382,489	\$ 389,848
Total Local Incremental Revenue	\$ -	\$ -	\$ 12,544	\$ 62,162	\$ 113,116	\$ 115,328	\$ 117,580	\$ 119,871	\$ 122,204	\$ 124,579	\$ 126,996	\$ 129,456	\$ 131,960	\$ 134,510	\$ 137,104	\$ 139,746	\$ 142,434
BRA Administrative Fee	\$ -	\$ -	\$ 627	\$ 3,108	\$ 5,656	\$ 5,766	\$ 5,879	\$ 5,994	\$ 6,110	\$ 6,229	\$ 6,350	\$ 6,473	\$ 6,598	\$ 6,725	\$ 6,855	\$ 6,987	\$ 7,122
BRA - Local Brownfield Revolving Fund (LBRF): Local Tax Capture	\$ -	\$ -	\$ 627	\$ 3,108	\$ 5,656	\$ 5,766	\$ 5,879	\$ 5,994	\$ 6,110	\$ 6,229	\$ 6,350	\$ 6,473	\$ 6,598	\$ 6,725	\$ 6,855	\$ 6,987	\$ 7,122
Subtotal	\$ -	\$ -	\$ 627	\$ 3,108	\$ 5,656	\$ 5,766	\$ 5,879	\$ 5,994	\$ 6,110	\$ 6,229	\$ 6,350	\$ 6,473	\$ 6,598	\$ 6,725	\$ 6,855	\$ 6,987	\$ 7,122
BRA - Brownfield & Work Plan Implementation: Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BRA - Brownfield & Work Plan Implementation: Local Only Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 11,917	\$ 59,053	\$ 107,460	\$ 109,562	\$ 111,701	\$ 113,878	\$ 116,094	\$ 118,350	\$ 120,646	\$ 122,983	\$ 125,362	\$ 127,784	\$ 130,249	\$ 132,758	\$ 135,312
Total State & Local TIR Available	\$ -	\$ -	\$ 41,958	\$ 207,925	\$ 378,364	\$ 385,762	\$ 393,293	\$ 400,959	\$ 408,762	\$ 416,704	\$ 424,789	\$ 433,019	\$ 441,395	\$ 449,942	\$ 505,509	\$ 515,247	\$ 525,160
DEVELOPER																	
DEVELOPER Reimbursement Balance	\$ 4,269,604	\$ 4,269,604	\$ 4,227,646	\$ 4,019,721	\$ 3,644,358	\$ 3,255,596	\$ 2,862,303	\$ 2,461,344	\$ 2,052,582	\$ 1,635,878	\$ 1,211,089	\$ 778,070	\$ 337,514	\$ 209,730	\$ 79,481	\$ 0	\$ 0
MSF Non-Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Tax Reimbursement	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total MSF Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGL E Environmental Costs	\$ 3,843,598	\$ 3,843,598	\$ 3,801,640	\$ 3,593,715	\$ 3,215,352	\$ 2,829,590	\$ 2,436,297	\$ 2,035,338	\$ 1,626,577	\$ 1,209,872	\$ 785,083	\$ 352,065	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
State Tax Reimbursement	\$ 2,815,084	\$ -	\$ 30,041	\$ 148,871	\$ 270,903	\$ 276,200	\$ 281,592	\$ 287,081	\$ 292,668	\$ 298,355	\$ 304,143	\$ 310,035	\$ 315,194	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ 2,815,084	\$ 2,785,042	\$ 2,636,171	\$ 2,089,068	\$ 1,807,475	\$ 1,520,394	\$ 1,227,727	\$ 929,372	\$ 625,229	\$ 315,194	\$ -	\$ -	\$ -	\$ -	\$ -
Total EGL E Reimbursement Balance	\$ 3,843,598	\$ 3,843,598	\$ 3,801,640	\$ 3,593,715	\$ 3,215,352	\$ 2,829,590	\$ 2,436,297	\$ 2,035,338	\$ 1,626,577	\$ 1,209,872	\$ 785,083	\$ 352,065	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
Local Only Costs	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006
Local Tax Reimbursement	\$ 426,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006	\$ 426,006
Total Annual Developer Reimbursement	\$ -	\$ -	\$ 41,958	\$ 207,925	\$ 378,364	\$ 385,762	\$ 393,293	\$ 400,959	\$ 408,762	\$ 416,704	\$ 424,789	\$ 433,019	\$ 441,395	\$ 449,942	\$ 505,509	\$ 515,247	\$ 525,160
LOCAL BROWNFIELD REVOLVING FUND (LBRF)																	
LBRF Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ 627	\$ 3,108	\$ 5,656	\$ 5,766	\$ 5,879	\$ 5,994	\$ 6,110	\$ 6,229	\$ 6,350	\$ 6,473	\$ 6,598	\$ 6,725	\$ 6,855	\$ 6,987	\$ 7,122
Total LBRF Capture	\$ -	\$ -	\$ 627	\$ 3,108	\$ 5,656	\$ 5,766	\$ 5,879	\$ 5,994	\$ 6,110	\$ 6,229	\$ 6,350	\$ 6,473	\$ 6,598	\$ 6,725	\$ 6,855	\$ 6,987	\$ 7,122

Footnotes:
 1. No allocation to MBRF in BP Year(s) 12-15 because the amount of State School Tax Capture percentage exceeds Local/ State proportionality.



1305 S. Washington Avenue, Suite 102
Lansing, Michigan 48910
517-702-0470
Fax 517-702-0477
www.triterra.us

February 9, 2022
(19-2067)

Mr. Timothy R. Schmitt
Director of Community Planning and Development
Meridian Charter Township
5151 Marsh Road
Okemos, MI 48864

**SUBJECT: *Proposal for Brownfield Consulting Services
Brownfield Plan Review and Consultation
Village of Okemos Blocks 1 & 2 Redevelopment Project Brownfield Plan***

Dear Mr. Schmitt,

Triterra has prepared this proposal to provide Brownfield consulting services on behalf of the Meridian Township and its Brownfield Redevelopment Authority (MTBRA) (the Client). Triterra understands the Client is in need of assistance with reviewing the above-mentioned brownfield plan (the Plan) to ensure necessary provisions are met within the Plan in accordance with the Brownfield Redevelopment Financing Act, Public Act (PA) 381 of 1996, as amended (Act 381) and the MTBRA's Program Policies and Procedures, as amended. Triterra's scope of services and costs are presented herein.

SCOPE OF SERVICES

Brownfield Plan Review

Triterra will conduct a review of the Plan submitted to the MTBRA. Triterra will consult and advise the MTBRA board and staff on the concepts of the submitted plans. The written report will include:

- a general description of the project,
- an analysis of the proposed basis for eligibility of the subject property as defined by Act 381,
- an evaluation of required items under Section 13 of Act 381 for MTBRA consideration of the Plan,
- an evaluation of "eligible activities" as defined by Act 381
- a financial impact summary,
- proposed modifications to the Plan, and
- recommendations.

Consultation will also include attendance of three MTBRA and/or Meridian Charter Township board meetings to present the findings of the written report and provide Brownfield consultation service to respective boards.





FEES

Triterra proposes to provide the services described in this proposal on a per task basis as summarized below. Triterra will progress bill against the project work as each task is completed. A project retainer will not be required prior to commencement of this scope of work.

Triterra will furnish everything necessary to perform the agreed upon services, including, but not limited to, all supervision, personnel, supplies, laboratory analysis, materials and other related services to accomplish each proposed task outlined herein.

COST PROPOSAL

PROJECT TASK	FEE STRUCTURE	TOTAL COST
Brownfield Plan Review and Consultation	T&M ¹	\$ 2,800.00
Total		\$ 2,800.00

¹ T&M – Time & Materials

SCHEDULE

Work can begin on this project immediately upon receipt of written authorization to proceed. Triterra will honor this cost quotation for a period of 30 days from the date of this proposal.

TERMS AND CONDITIONS

This proposal and all services performed shall be subject to and governed by Triterra’s terms and conditions, which will be provided on our standard contract when you are ready to proceed. This proposal and all information contained herein are supplied expressly for the purpose of evaluation by Client, and shall not be released to nor implemented by any third party without the approval of Triterra.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned at (517) 853-2151.

Sincerely,
TRITERRA

David A. Van Haaren
Director | Economic Development



CONTRACT

<p>Triterra 1375 S. Washington Avenue, Suite 300 Lansing, Michigan 48910 (517) 702-0470</p>	
<p>Mr. Timothy R. Schmitt Director of Community Planning and Development Meridian Charter Township 5151 Marsh Road Okemos, MI 48864</p>	<p>Proposal No.: 19-2067 Date: February 9, 2022</p>
<p>1. Scope of Work: Brownfield Consulting Services</p> <p style="margin-left: 40px;">Brownfield Plan Review and Consultation \$2,800.00 Village of Okemos Blocks 1 & 2 Redevelopment Project Okemos Toad and Hamilton Road, Okemos, MI</p> <p>2. Attachments: N/A</p> <p>3. Documents Incorporated by Reference: N/A</p>	<p>Price (Check Appropriate Box)</p> <p><input type="checkbox"/> Fixed Price \$ _____</p> <p><input checked="" type="checkbox"/> Time and Materials \$ <u>2,800.00</u></p>
<p>Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments, the Terms and Conditions appearing on the reverse side hereof, and all documents incorporated by reference above. Terms of Payment: <u>0</u>% upon execution of Contract; subsequent invoices due on receipt.</p> <p>This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.</p>	
<p>Authorized by Client: Meridian Charter Township</p> <p>By: _____ Date: _____ (Signature)</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Accepted by Consultant: Triterra</p> <p>By: <u>David A. Van Haaren</u> Date: <u>2/9/2022</u></p> <p>Name: <u>David A. Van Haaren</u></p> <p>Title: <u>Director Economic Development</u></p>

TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. Scope of Services. The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. Estimates of Costs. Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. Fees and Compensation. Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. Billing and Payment. Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. Release and Submission of Reports and Data. All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. Hazardous and Waste Materials. Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. Site Access and Control. Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. Site Conditions. Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. Indemnification and Limitation of Liability. Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to the actual amounts paid by Client to Consultant in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. Standard of Care and Disclaimer of Warranties. Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. Force Majeure. Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. Governing Law and Venue. These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.