

**AGREEMENT FOR CONDITIONAL TRANSFER  
OF PROPERTY PURSUANT TO 1984 PA 425**

**THIS AGREEMENT** is made this 4<sup>th</sup> day of August, 2000, between the **CITY OF STURGIS**, 130 N. Nottawa Street, Sturgis, MI 49091-1433 ("City"), a Michigan Home Rule City, and **STURGIS TOWNSHIP**, 110 Broadus, P.O. Box 6, Sturgis, MI 49091 ("Township"), a Michigan General Law Township.

**Recital of Facts**

The City and Township are "local units" as defined by Act 425 of PA 1984, as amended ("Act 425") (MCL 124.21 et seq). Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects.

The City and Township have proposed that certain property be conditionally transferred from the Township to the City pursuant to Act 425. The City and Township have considered and agreed upon certain factors prior to entering into this written Agreement. Pursuant to Act 425, and before signing this Agreement, the Township Board held a public hearing on July 5, 2000, regarding this Conditional Transfer Agreement, and the City Council held a public hearing on July 5, 2000, regarding this Conditional Transfer Agreement, both preceded by notice in accordance with the requirements of Michigan's Open Meetings Act.

The City and Township find that the conditional transfer of property from the Township to the City pursuant to this Agreement will assist economic development and be beneficial to the residents of the City and the Township.

**NOW, THEREFORE**, pursuant to Act 425, the parties agree as follows:

**ARTICLE I**

**DEFINITIONS AND REPRESENTATIONS**

**Section 1.1**     **Definitions.**

"Agreement" means this Agreement for Conditional Transfer of Property.

"Transferred Area A" means that portion of the Township within Sections 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, and 24 of Sturgis Township, T8S, R10W, St. Joseph County, Michigan, outside the present boundaries of the City of Sturgis.

"Transferred Area B" means that portion of the City described on the attached Exhibit A.

"District I" means that part of Transferred Area A outside of District II as defined below.

"District II" means that part of Transferred Area A in which the property owner(s) voluntarily requests a transfer of such property to the City by filing a notarized copy of the request for transfer form attached as Exhibit B with the Township Board and the City Commission, and the Township Board and City Commission



each adopt a resolution to approve the transfer no earlier than thirty (30) days of such filing; provided, however, that if the Township Board fails to adopt such a resolution within sixty (60) days after the expiration of said thirty-day period, then the City may file its resolution also stating such fact with the Office of the Great Seal and the St. Joseph County Clerk and upon such filing, the property shall be conclusively deemed to be transferred to District II in accordance with this Agreement. A property owner requesting a transfer of such property may revoke such request within thirty (30) days from the initial filing of the request.

"District III" means that part of Transferred Area B in which the property owner(s) voluntarily requests a transfer of such property to the Township for the purposes of ambulance, fire and police services to each property by filing a notarized copy of the request for transfer form attached as Exhibit C on or before May 31, 2001, with the Township Board and the City Commission, and the Township Board and City Commission each adopt a resolution to approve the transfer no earlier than thirty (30) days of such filing; provided, however, that if the City Commission fails to adopt such a resolution within sixty (60) days after the expiration of said thirty-day period, then the Township may file its resolution also stating such fact with the Office of the Great Seal and the St. Joseph County Clerk and upon such filing, the property shall be conclusively deemed to be transferred to District III in accordance with this Agreement. A property owner requesting a transfer of such property may revoke such request within thirty (30) days from the initial filing of the request.

"District IV" means that part of Transferred Area B outside of District III as defined above.

#### Section 1.2     Representations.

The City and Township represent that before entering into this Agreement the following factors were considered:

Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries and drainage basins; and past and probable future growth, including population increase and business, commercial, and industrial development in the Transferred Area and the comparative data for the Township and the portion of the Township remaining after the transfer.

Need for organized community services; the present cost and adequacy of governmental services in the Transferred Area; the probable future needs for services; the practicality of supplying such services to the Transferred Area; the probable effect of the transfer and of the alternative courses of action on the costs and adequacy of services in the Transferred Area, and on the remaining portion of the Township; the probable change in taxes and tax rates in the Transferred Area in relation to the benefits expected to accrue; and the financial ability of the City to provide and maintain services in the Transferred Area.

General effect upon the parties of the transfer; and the relationship of the transfer to applicable land use plans.



## ARTICLE II

### AREA AND JURISDICTION TRANSFERRED

#### Section 2.1 Transfer of Property.

Transferred Area A shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City for the purposes specified in this Agreement, and Transferred Area B shall be conditionally transferred from the jurisdiction of the City to the jurisdiction of the Township for the purposes specified in this Agreement.

#### Section 2.2 Jurisdiction after Termination or Expiration.

Upon the termination, expiration, or non-renewal of this Agreement, District I shall for all purposes remain under the jurisdiction of the Township, and Districts II, III and IV shall for all purposes remain under the jurisdiction of the City.

#### Section 2.3 Jurisdiction - Governmental Services.

District I shall receive all services from the Township normally provided to Township properties. The City shall provide sewer and water service to all residential properties within District I on the same terms as sewer and water services are available to City properties, except that the City may apply higher rates for District I as permitted by law. The Township hereby grants and the City hereby accepts a franchise and consent to use the public rights of way within District I for the purpose of providing water and sewer service to District I properties. The City may provide sewer and water service to any commercial or industrial developments or new subdivision developments containing ten or more new homes within District I pursuant to agreements negotiated between the City and the Township, on the same terms that sewer and water services are available to new commercial or industrial developments within the City, except that the City may apply higher rates for District I as permitted by law. The City shall not directly or indirectly require any property in District I to be annexed or transferred to the City's jurisdiction to obtain sewer or water services. The provision of City water and sewer service shall be subject to system and line capacity constraints.

Districts II and IV shall receive all services from the City normally provided to City properties.

District III shall receive all services from the City normally provided to City properties, except for ambulance, fire, and police services, which shall be provided in the same manner as those services are provided to Township properties.

The City shall provide mutual aid fire service within the entire Township and within Districts I and III. The Township shall provide mutual aid fire service within the entire City and within Districts II and IV.

The City shall provide emergency rescue service, on the same terms that such service is currently being provided by the City, to the entire Township and to Districts I and III, for at least five (5) years from the date of this Agreement, and thereafter during the term of this Agreement until the total annual cost of that



service increases one hundred twenty-five (125%) percent or more above the City's present total annual cost for providing that service. Thereafter, the City and the Township may renegotiate the terms for providing such emergency rescue service.

#### Section 2.4 Jurisdiction - Zoning of Transferred Area.

During the term of this Agreement, the authority to make zoning decisions within District I shall remain with the Township, but the City shall have authority to make zoning decisions within Districts II, III and IV.

#### Section 2.5 Jurisdiction - Taxes.

During the term of this Agreement:

1. All *ad valorem* property taxes shall be levied and collected by the Township at the normal Township millage rate for District I.
2. All *ad valorem* property taxes shall be levied and collected by the City at the normal City millage rate for Districts II, III and IV.

#### Section 2.6 Sharing - Taxes.

During the term of this Agreement, the Township shall annually receive tax sharing of the real and personal property taxes collected by the City from District II based on the following calculation:

The Township shall receive 1 ½ mills, times the taxable value of the real and personal property within District II, for forty (40) years following the date of transfer of the property to District II or the termination of this Agreement as specified in Section 2.14, whichever occurs first.

All tax sharing collected and due the Township under this section shall be paid by the City no later than March 31<sup>st</sup> of each tax year, subject to rebate in proportion to any tax refunds resulting from Tax Tribunal proceedings.

#### Section 2.7 Jurisdiction - State Revenue Sharing.

For population and census purposes, District I shall be within the Township's jurisdiction.

For population and census purposes, Districts II, III and IV shall be within the City's jurisdiction.

#### Section 2.8 Jurisdiction - Special Assessments.

As long as this Agreement is in effect, District I shall be treated as being within the jurisdiction of the Township for purposes of any special assessments.



As long as this Agreement is in effect, Districts II, III and IV of the Transferred Area shall be treated as being within the jurisdiction of the City for purposes of any special assessments.

#### Section 2.9 Voting.

Any qualified electors residing in District I shall, for election and voting purposes, be considered qualified electors of the Township.

Any qualified electors residing in Districts II, III or IV shall, for election and voting purposes, be considered qualified electors of the City.

#### Section 2.10 Jurisdiction - Building Inspection.

During the term of this Agreement, the Township Building Inspector will be responsible for building inspections in District I, and the City Building Inspector shall be responsible for building inspections in Districts II, III and IV.

#### Section 2.11 Jurisdiction - Assessing.

During the term of this Agreement, the Township Assessor will be responsible for the calculation of the assessed and taxable value in District I.

During the term of this Agreement, the City Assessor will be responsible for the calculation of the assessed and taxable value in Districts II, III and IV.

#### Section 2.12 Jurisdiction - Applicability and Enforcement of Ordinances.

- A. District I shall be treated as being within the ordinance jurisdiction of the Township and subject to all Township ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The Township shall be responsible for enforcing all such ordinances, rules and regulations. Nothing in this Agreement shall be construed to limit the discretion of any police officer or fire official to enforce the statutes of the State of Michigan.
- B. Districts II, III and IV shall be treated as being within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The City shall be responsible for enforcing all such ordinances, rules and regulations. Nothing in this Agreement shall be construed to limit the discretion of any police officer or fire official to enforce the statutes of the State of Michigan.

#### Section 2.13 Jurisdiction - Annexation.

During the term of this Agreement, no portion of Transferred Area A shall be annexed to the City. In the event that any petitions for annexation are filed for any portion of Transferred Area A, the City and the Township agree to actively oppose such petitions by, at a minimum, stating their opposition in writing, requesting in writing that such petitions be dismissed and denied, and refraining from providing any direct or



indirect assistance or support to the petitioners.

Section 2.14 Term.

The term of the Agreement shall be for fifty (50) years with respect to Districts I and II, and until June 30, 2001 with respect to Districts III and IV. The Agreement may be renewed by written agreement of both municipalities.

**ARTICLE III**

**TERM AND TERMINATION**

Section 3.1 Termination - Recission.

This Agreement may be terminated:

1. By the expiration of the term of this Agreement.
2. By operation of law should a court of competent jurisdiction order the termination of this Agreement.

**ARTICLE IV**

**ENFORCEMENT**

Section 4.1 Enforcement.

In the event of a dispute between the parties arising under this Agreement, this Agreement shall be enforced by either party in an action commenced in St. Joseph County, Michigan, and under Michigan law.

**ARTICLE V**

**MISCELLANEOUS**

Section 5.1 Amendment.

This Agreement may only be amended with the prior written approval of both the City Commission and the Township Board.

Section 5.2 Employees and Liabilities.

The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under Section 2.3 of this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees,



independent contractors or other personnel with respect to the governmental services the Township shall provide under Section 2.3 of this Agreement. The City and Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and other performance of this Agreement under Article II and shall respond to and provide for such potential liabilities on the same basis as the City and Township do on their own behalf generally.

### Section 5.3     Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to the City:	City of Sturgis 130 N. Nottawa Street Sturgis, MI 49091-1433
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If to the Township:	Township of Sturgis 110 Broadus, P.O. Box 6 Sturgis, MI 49091
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The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

### Section 5.4     Governing Law.

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

### Section 5.5     Assignment.

This Agreement may not be assigned unless approved in writing by both parties' consent in writing.

### Section 5.6     Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If the transfer of Districts III and IV is held to be invalid or unenforceable for any reason, that shall not affect the validity and enforceability of the transfer of Districts I and II. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.



Section 5.7 Articles and Other Headings.

The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.8 Counterparts.

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

Section 5.9 Entire Agreement.

This Agreement constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 5.10 Allocation of Cost of Litigation.

In the event a lawsuit or action is filed by anyone other than the parties, challenging this Agreement, the costs of defending this Agreement, including attorneys' fees, shall be borne by the party incurring such costs. Settlement of any dispute filed concerning this Agreement shall be approved by both the City Commission and the Township Board.

Section 5.11 Filing and Effective Date.

In accordance with Act 425, following the execution of this Agreement by the City and Township, a duplicate original of the Agreement shall be filed with the Clerk of St. Joseph County and with the Michigan Secretary of State. This Agreement, certified as filed with the St. Joseph County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Transferred Area. This Agreement shall be effective on the day it is filed with the St. Joseph County Clerk and Secretary of State.

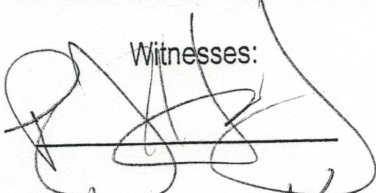
Section 5.12 Liquidated Damages.

The City and Township each agree that it will suffer direct, possibly irreparable, harm should the other party materially breach this Agreement after the date of this Agreement. Such harm and damage is not capable of exact measure because it includes the denial of rights and privileges to the public to which the City and Township are responsible as well as denial of rights and privileges to the parties. Therefore, the City and Township agree to the payment of liquidated damages in the event of such material breach as compensation for those damages suffered, but which are incapable of exact measure. The liquidated damages agreed to in this paragraph are not a penalty. Such liquidated damages shall be Five Hundred (\$500.00) Dollars per day for each violation of this Agreement to be paid by the offending municipality to the other, commencing thirty (30) days after the offending municipality is provided written notice of the actions or conditions that constitute the breach.

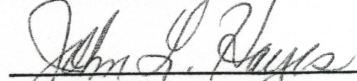


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

  
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Walter S. Kyzel J

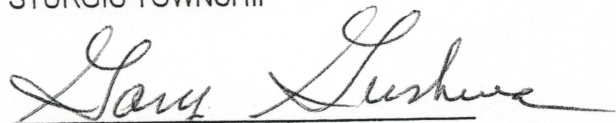
CITY STURGIS

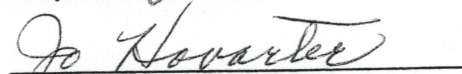
  
\_\_\_\_\_  
John L. Hayes, Mayor

  
\_\_\_\_\_  
Carol F. Rambadt, Clerk

STURGIS TOWNSHIP

  
\_\_\_\_\_  
Walter S. Kyzel J

  
\_\_\_\_\_  
Gary Gushwa, Supervisor

  
\_\_\_\_\_  
Jo Hovarter, Clerk



To Agreement

EXHIBIT A

That portion of the City of Sturgis within Sections 2, 11, 12, 13, and 14 of Sturgis Township, T8S, R10W, St. Joseph County, Michigan, generally located South of the southerly right-of-way line of the New York Central Railroad, West of the easterly right-of-way line of Centreville Road (M-66), South of the centerline of South Street, and West of the East North-South 1/8 line of Section 12, more particularly described as follows:

1. Commencing at the South 1/4 corner of Section 2, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence N00°18'40"W 2,093.77 feet along the North-South 1/4 line of said Section 2 to the southerly right-of-way of the New York Central Railroad; thence S81°40'20"W 642.23 feet along the southerly right-of-way of said New York Central Railroad to the Point of Beginning; thence S00°01'30"E 1,205.69 feet; thence southerly 230 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 45 feet parallel with the centerline of Chicago Road (U.S. 12); thence northerly 230 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 99.75 feet; thence southerly 140 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 49.75 feet; thence southerly 120 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 120 feet; thence northerly 60 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 10.25 feet; thence northerly 60 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 10.25 feet; thence northerly 70 feet parallel with the North-South 1/4 line of said Section 2; thence S81°11'W 10.25 feet; thence northerly 70 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 30.25 feet; thence southerly 140 feet parallel with the North-South 1/4 line of said Section 2; thence S81°11'W 20 feet; thence southerly 120 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 120 feet; thence southerly 20 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 69 feet; thence northerly 140 feet parallel with the North-South 1/4 line of said Section 2; thence N81°11'E 125.5 feet to the North-South 1/4 line of said Section 2 and an iron stake; thence S00°18'40"E along the North-South 1/4 line of said Section 2 to the North line of Chicago Road (U.S. Highway 12) point being 456.57 feet North of the South 1/4 corner of said Section 2; thence N80°47'E 20.5 feet along the North line of Chicago Road; thence N00°18'40"W 299.4 feet; thence N80°47'E 254.74 feet; thence S00°18'40"E 299.40 feet to the North line of Chicago Road; thence N80°47'E 21.76 feet along the North line of Chicago Road; thence southerly parallel with the East line of the West 1/2 of the West 1/2 of the southeast 1/4 of said Section 2 to the centerline of Chicago Road; thence easterly 150 feet along the centerline of Chicago Road; thence northerly 350 feet parallel with the East line of the West 1/2 of the West 1/2 of the southeast 1/4 of said Section 2; thence N80°47'E 1 foot; thence S00°18'40"E 299.4 feet to the North line of Chicago Road; thence N80°47'E 49 feet along the North line of Chicago Road; thence N00°18'40"W 299.4 feet; thence N80°47'E 166.0 feet; thence N00°18'40"W 157.95 feet; thence N88°44'30"W 622.62 feet; thence southerly parallel with the East North-South 1/8 line of said Section 2, which is the West line of the Broadus Addition, to the centerline of Chicago Road; thence easterly along the centerline of Chicago Road to said East North-South 1/8 line of said Section 2, which is the West line of the Broadus Addition; thence southerly along said East North-South 1/8 line of said Section 2, which is the West line of the Broadus Addition, to the South line of Chicago Road; thence easterly along the South line of Chicago Road to a line 279.4 feet East of said East North-South 1/8 line of



said Section 2; thence southerly to a point on the North line of the South  $\frac{1}{2}$  of the East fifty (50) feet of the West 279.4 feet of that part of the East  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$  of said Section 2 lying South of the South line of Chicago Road; thence westerly 50 feet; thence southerly to the South line of said Section 2; thence easterly 286.10 feet along the South line of said Section 2; thence northerly to the South line of Chicago Road; thence easterly along the South line of Chicago Road to a point on a line 555.5 feet West of the East line of said Section 2; thence southerly to a line 444 feet North of the South line of said Section 2; thence westerly 60 feet; thence southerly 444 feet to the South line of said Section 2; thence easterly 210 feet along the South line of said Section 2; thence northerly parallel with the East line of said Section 2 to the South line of Chicago Road; thence easterly along the South line of Chicago Road to a line 370 feet West of the East line of said Section 2; thence southerly parallel with the East line of said Section 2 to a point 444 feet North and 370 feet West of the southeast corner of said Section 2; thence easterly 125 feet parallel with the South line of said Section 2; thence northerly parallel with the East line of said Section 2 to the South line of Chicago Road; thence easterly along the South line of Chicago Road to the East line of said Section 2; thence southerly 120 feet along the East line of said Section 2; thence westerly 200.76 feet parallel with the South line of Chicago Road; thence southerly to a point 444 feet North and 198 feet West of the southeast corner of said Section 2; thence easterly 198 feet to the East line of said Section 2; thence southerly 213 feet along the East line of said Section 2; thence westerly 370 feet parallel with the South line of said Section 2; thence southerly 66 feet; thence easterly 370 feet parallel with the South line of said Section 2 to the East line of said Section 2; thence southerly 165 feet along the East line of said Section 2 to the southeast corner of said Section 2 also the southwest corner of Section 1, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence easterly along the South line of said Section 1 to the East line of Centreville Road; thence northerly along the East line of Centreville Road to the southerly right-of-way of the New York Central Railroad; thence westerly along the southerly right-of-way of said New York Central Railroad to the Point of Beginning.

2. Commencing at the South  $\frac{1}{4}$  post of Section 2, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence North 756.2 feet; thence S81°11'W 649.5 feet; thence South 350 feet to the center of Chicago Road; thence N81°11'E 100 feet to the Point of Beginning; thence N81°11'E 110 feet; thence North 200 feet; thence S81°11'W 110 feet; thence South 200 feet to the Point of Beginning.
3. Commencing at the South  $\frac{1}{4}$  post of Section 2, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence S00°18'40"E 297 feet; thence S89°41'20"W 112 feet; thence N00°18'40"W to the centerline of U.S.12; thence N80°47'E 246.93 feet along the centerline of Highway; thence S00°18'40"E 424.81 feet; thence S89°41'20"W 132 feet to the Point of Beginning.
4. Commencing on the West line of Highway M-78, 30 feet North of the South line of Section 2, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence North 132 feet; thence West 320 feet; thence South 132 feet; thence East to the Point of Beginning.
5. Commencing at the northeast corner of Section 11, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence South 582 feet and West 60 feet of the northeast corner of said Section 11 to the Point of Beginning; thence N89°48'38"W 340 feet; thence southerly to a line 738.75 feet South of the North line of said Section 11; thence N89°48'38"W 910.62 feet along a line 738.75 feet South of the North line of said Section 11 to the East North-South  $\frac{1}{8}$  line of said Section 11;



thence S00°02'30"W 642.25 feet along the East North-South 1/8 line of said Section 11; thence S89°48'38"E 911.09 feet; thence northerly to a point 1,282 feet South and 400 feet West of the northeast corner of said Section 11; thence S89°48'38"E 400 feet to the East line of said Section 11; thence northerly 234 feet along the East line of said Section 11; thence westerly 60 feet; thence northerly 466 feet parallel with the East line of said Section 11 to the Point of Beginning.

6. Commencing at the East 1/4 corner of Section 11, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence southerly 1,327.86 feet along East line of said Section 11 to the Point of Beginning; thence N89°53'W 2,629.90 feet to the North-South 1/4 line of said Section 11; thence N00°14'30"E 1,327.94 feet along the North-South 1/4 line of said Section 11 to the center of said Section 11; thence easterly 1,120.30 feet along the East-West 1/4 line of said Section 11; thence northerly 913.01 feet; thence easterly 1,504 feet to the East line of said Section 11, also the West line of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence southerly 914.16 feet along the East line of said Section 11, also the West line of said Section 12, to the East 1/4 corner of said Section 11, also the West 1/4 corner of said Section 12; thence easterly along the East-West 1/4 line of said Section 12 to the westerly right-of-way of the New York Central Railroad; thence southerly along the westerly right-of-way of the New York Central Railroad to a point 1,240.43 feet East and 1,361.78 feet South of the West 1/4 corner of said Section 12; thence westerly to the West line of said Section 12 to the Point of Beginning.
  - A. Excepting a strip of land 15 feet wide North-South and 330 feet wide East-West described as commencing at the West 1/4 corner of said Section 12; thence southerly 330 feet along the West line of said Section 12 to the Point of Beginning; thence easterly 330 feet; thence southerly 15 feet; thence westerly 330 feet to the West line of said Section 12; thence northerly 15 feet along the West line of said Section 12 to the Point of Beginning.
  - B. Excepting a strip of land 0.53 feet wide North-South from the West line of said Section 12 to the westerly right-of-way of the New York Central Railroad described as commencing at the West 1/4 corner of said Section 12; thence southerly 1,185.69 feet along the West line of said Section 12 to the Point of Beginning; thence easterly to the westerly right-of-way of the New York Central Railroad; thence southerly along the westerly right-of-way of the New York Central Railroad; thence westerly to the West line of said Section 2; thence northerly along the West line of said Section 2 to the Point of Beginning.
7. Commencing at the northeast corner of Section 14, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence southerly 862.96 feet along the East line of said Section 14; thence westerly 50 feet to the West right-of-way of Highway M-78 to the Point of Beginning; thence westerly 776.51 feet; thence S00°27'E 318.87 feet; thence westerly 500 feet; thence S00°27'E 1,496.5 feet to the East-West 1/4 line of said Section 14; thence westerly along the East-West 1/4 line of said Section 14 to the North-South 1/4 line of said Section 14 and the center of said Section 14; thence southerly along the North-South 1/4 line of said Section 14 to the South East-West 1/8 line of said Section 14; thence easterly along said South East-West 1/8 line of said Section 14 to the westerly right-of-way of the Battle Creek and Goshen Railway (now New York Central Railroad); thence northeasterly along the westerly right-of-way of the Battle Creek and Goshen Railway (now New York Central Railroad) to the West right-of-way of Highway M-78; thence northerly along the West right-of-way of Highway M-78 to the Point of Beginning.



8. Lot 27 of Green Pastures, according to the recorded plat thereof, Section 14, T8S, R10W, Sturgis Township, St. Joseph County, Michigan.
9. A strip of land being eighty (80) feet in width and forty (40) feet on each side of the centerline of the New York Central Railroad Company's Goshen Branch track as formerly located over and across the North two-thirds ( $N \frac{2}{3}$ ) of the northwest quarter ( $NW \frac{1}{4}$ ) of the northeast quarter ( $NE \frac{1}{4}$ ) of the southeast quarter ( $SE \frac{1}{4}$ ) of Section Fourteen (14), Township Eight (8) South, Range Ten (10) West, containing an area of one and fourteen thousandths (1.014) acres being a portion of the premises conveyed to Sturgis, Goshen & St. Louis Railway Company by B.P. Crane by deed dated October 2, 1896, recorded on November 24, 1897, in Book 95 of deeds at page 420, St. Joseph County records.
10. Commencing at the northwest corner of Section 13, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence southerly along the West line of said Section 13 to the West  $\frac{1}{4}$  corner of said Section 13; thence easterly 600 feet along the East-West  $\frac{1}{4}$  line of said Section 13; thence southerly 200 feet; thence westerly 600 feet to the West line of said Section 13; thence southerly along the West line of said Section 13 to the South East-West  $\frac{1}{8}$  line of said Section 13; thence easterly along said South East-West  $\frac{1}{8}$  line of said Section 13 to a point 1,140.80 feet West of the North-South  $\frac{1}{4}$  line of said Section 13; thence southerly 610 feet; thence easterly to the westerly right-of-way line of the Pennsylvania Railroad; thence northerly along the westerly right-of-way line of the Pennsylvania Railroad to the East-West  $\frac{1}{4}$  line of said Section 13; thence easterly along the East-West  $\frac{1}{4}$  line of said Section 13 to the North-South  $\frac{1}{4}$  line of said Section 13; thence northerly along the North-South  $\frac{1}{4}$  line of said Section 13 to the North line of said Section 13; thence westerly along the North line of said Section 13 to the Point of Beginning.
- A. Excepting the Pennsylvania Railroad right-of-way and the New York Central Railroad right-of-way.
- B. Excepting 5 acres off of the North end between the railroad and the East line of the northwest  $\frac{1}{4}$ .
- C. Excepting 2 acres off of the North end of the East  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  lying between the right-of-way line of the Pennsylvania Railroad and the West boundary of said East  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$ .
- D. Excepting a parcel described as beginning South 1,002.98 feet from the northwest corner of said Section 13; thence  $N61^{\circ}E$  to the westerly right-of-way of the New York Central Railroad; thence southerly along the westerly right-of-way to the West line of said Section 13; thence northerly along the West line of said Section 13 to the Point of Beginning.
- E. Excepting the State Highway right-of-way described as beginning at the northwest corner of said Section 13; thence South 1,002.98 feet along the West line of said Section 13; thence  $N61^{\circ}E$  to the East right-of-way line of said State Highway; thence northerly along the East right-of-way line of said State Highway to the North line of said Section 13; thence westerly along the North line of said Section 13 to the northwest corner of said Section 13 and the Point of Beginning.
11. Commencing at the southwest corner of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence easterly 600.5 feet along the South line of said Section 12 to the Point of Beginning; thence northerly 275.88 feet; thence westerly to the West line of said Section 12;



thence northerly 393.95 feet along the West line of said Section 12;  
thence easterly 1,179.42 feet to the West right-of-way line of the Goshen  
and Battle Creek Railway; thence southerly along the West right-of-way  
line of the Goshen and Battle Creek Railway to the South line of said  
Section 12; thence westerly along the South line of said Section 12 to the  
Point of Beginning.

12. All that part of the southwest quarter (SW ¼) of Section 12 (12), T.8S.,  
R.10W., Sturgis Township, St. Joseph County, Michigan, lying between  
the West line of the Grand Rapids and Indiana Railway, now known as the  
Pennsylvania Railroad, right-of-way on the East, and the East line of the  
railroad right-of-way running from Battle Creek to Goshen, now known as  
the Goshen Branch of the New York Central Railroad Company on the  
West, being about 20 acres more or less, except the following plats of  
land.

A. Commencing at the center line of South Street at a point thirty (30) feet  
East of the East line of the right-of-way of the Goshen Branch of the  
New York Central Railroad, thence southerly parallel with the East line  
of the above mentioned railroad right-of-way for a distance of eight  
hundred and thirty-three (833) feet to the Point of Beginning, thence  
southerly parallel with the East line of the above mentioned railroad  
right-of-way for a distance of seven hundred (700) feet, thence East  
one hundred and ninety (190) feet, thence northerly along the West  
line of the Grand Rapids and Indiana Railway, now known as the  
Pennsylvania Railroad, right-of-way to a point one hundred and fifty  
(150) feet East of the Point of Beginning, thence West one hundred  
and fifty (150) feet to the Point of Beginning.

B. Commencing at the centerline of South Street at a point thirty (30) feet  
East of the East line of the right-of-way of the Goshen Branch of the  
New York Central Railroad, thence southerly parallel with the east line  
of the above mentioned railroad right-of-way for a distance of thirty-  
three (33) feet to the Point of Beginning, thence southerly parallel with  
the East line of the above mentioned railroad right-of-way for a  
distance of seven hundred (700) feet, thence East for a distance of one  
hundred forty-four and three tenths (144.3) feet more or less, thence  
northerly along the West line of the Pennsylvania Railroad right-of-way  
to a point one hundred four and three tenths (104.3) feet more or less  
East of the Point of Beginning, thence West one hundred four and  
three tenths (104.3) feet more or less to the Point of Beginning.

13. Commencing at a point in the center of West South Street of the City of  
Sturgis, St. Joseph County, Michigan, thirty (30) feet East of the point of  
intersection of the centerline of said West South Street and the East line of  
New York Central Railway right-of-way; thence South and parallel with  
the East line of said New York Central Railway right-of-way seven  
hundred thirty-three (733) feet; thence East, parallel with said West South  
Street, one hundred forty-five (145) feet, (which said last point is seventy  
and five-tenths (70.5) feet West of West line of Pennsylvania Railway  
right-of-way); thence northwesterly, parallel with West line of said  
Pennsylvania Railway right-of-way, three hundred eighty-three (383) feet;  
thence East parallel with South Street fifteen and five-tenths (15.5) feet  
(eighteen and five-tenths (18.5) feet according to Petition to Annex  
Property to the City of Sturgis dated April 23, 1956 and filed with the Office  
of the Great Seal May 16, 1956); thence northwesterly parallel with  
Railway right-of-way approximately three hundred fifty (350) feet to  
centerline of West South Street; thence West on centerline of West South  
Street to Point of Beginning.

14. A parcel situated in the East half (E1/2) of the southwest quarter (SW ¼)  
of Section 12, fractional Town 8 South, Range 10 West, described as



follows: Commencing at the point of intersection of the East line of the Pennsylvania Railroad right-of-way and the centerline of South Street, thence East along the centerline of South Street 177.9 feet, thence South four hundred sixty-nine and sixty-five hundredths (469.65) feet to the southwest corner of plat of approximately one acre of land formerly owned by one F. Dart, thence East ninety-two and seventy-five hundredths (92.75) feet to the southeast corner of parcel formerly owned by F. Dart; thence South two hundred eight and thirty-one hundredths (208.31) feet, thence West two hundred fifty-four and seventy-five hundredths (254.75) feet to the East line of Pennsylvania Railroad right-of-way, thence northerly along the East line of the Pennsylvania Railroad right-of-way to the centerline of South Street and the Point of Beginning.

15. Commencing at the center of Section 12, T.8S., R.10W.; thence South along North and South  $\frac{1}{4}$  line 211.13 feet, thence N89°56'W parallel to East and West  $\frac{1}{4}$  line of said Section 387.46 feet to Point of Beginning, thence S7°0'E 179.34 feet, thence N89°56'W 200 feet, thence N7°0'W 179.34 feet, thence N89°56'W to a point 741.76 feet from the North-South  $\frac{1}{4}$  line of said Section 12; thence northerly 211.13 feet to the East-West  $\frac{1}{4}$  line of said Section 12; thence easterly 217.38 feet; thence southerly 211.13 feet; thence easterly 136.92 feet to the Point of Beginning.
16. All that certain piece or parcel of land situated and being in the Township of Sturgis, County of St. Joseph and the State of Michigan, known and described as follows, to-wit: Beginning at a point in the quarter Section line two hundred and thirty-two (232) feet West of the northeast corner of the southwest quarter of Section Twelve (12) Township Eight (8) South of Range Ten (10) West; thence West on said quarter line seventy-five (75) feet; thence South two hundred eleven and one hundred twenty-five thousandths (211.125) feet; thence East seventy-five (75) feet; thence North two hundred eleven and one hundred twenty-five thousandths (211.125) feet to the point or place of beginning.
17. Commencing at the southwest corner of the northwest quarter (NW  $\frac{1}{4}$ ) of the southwest quarter (SW  $\frac{1}{4}$ ) of the southeast quarter (SE  $\frac{1}{4}$ ) of Section 12, Township 8 South, Range 10 West, thence East 183 feet, thence North 100 feet, thence West 183 feet to North and South quarter (N&S  $\frac{1}{4}$ ) line, thence South 100 feet to place of beginning.
18. The East 233 feet of the North 1,685 chains (1,685 chains according to P&LA 1966 page 702 and to Petition for Annexation dated September 1, 1965 and filed October 8, 1965 with the Office of the Great Seal) of the South 19.93 chains of that part of the East half (E1/2) of the southwest quarter (SW  $\frac{1}{4}$ ) of Section 12, Township 8 South, Range 10 West, lying East of the right-of-way of the Grand Rapids and Indiana Railroad Company.
19. Commencing at the northeast corner of the northwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence westerly 140.25 feet along the East-West  $\frac{1}{4}$  line of said Section 12; thence southerly 247.50 feet; thence easterly to a point 247.50 feet South and 82.5 feet West of the northeast corner of the northwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of said Section 12; thence southerly 132 feet; thence easterly 82.5 feet to the East North-South  $\frac{1}{8}$  line of said Section 12; thence northerly along said North-South  $\frac{1}{8}$  line of said Section 12 to the northeast corner of the northwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of said Section 12 to the Point of Beginning.
20. Commencing at the northeast corner of the northwest  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence 247.50 feet South and 247.50 feet West to the Point of Beginning; thence westerly 181.50 feet; thence southerly 132 feet;



thence easterly 181.50 feet; thence northerly 132 feet to the Point of Beginning.

21. Commencing at the southwest corner of the East half (E 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of Section Twelve (12) Township, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence northerly 693 feet; thence easterly 363 feet to the Point of Beginning; thence easterly 297 feet to the East North-South 1/8 line of said Section 12; thence northerly 214.5 feet along said East North-South 1/8 line of said Section 12; thence westerly 297 feet; thence southerly 214.5 feet to the Point of Beginning.
22. Commencing at the southwest corner of the East half (E 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence northerly 693 feet; thence easterly 264 feet; thence northerly 214.5 feet; thence westerly 99 feet; thence southerly to a point 800.25 feet North and 165 East of the southwest corner of the East half (E 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of said Section 12; thence westerly 165 feet; thence southerly to the Point of Beginning.
23. Commencing at the southwest corner of the East half (E 1/2) of the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of Section 12, T8S, R10W, Sturgis Township, St. Joseph County, Michigan; thence northerly 561 feet; thence easterly 660 feet to the East North-South 1/8 line of said Section 12; thence southerly 132 feet along said East North-South 1/8 line of said Section 12; thence westerly 400 feet; thence southerly 99 feet; thence easterly 400 feet to said East North-South 1/8 line of said Section 12; thence southerly 660 feet; thence westerly 660 feet; thence northerly 60 feet; thence easterly 330 feet; thence northerly 190 feet; thence westerly 330 feet; thence northerly 80 feet to the Point of Beginning.
24. Part of Crestwood Addition to Sturgis Township, as follows: Beginning at the center of Section No. twelve (12), Township No. eight (8) South, Range No. ten (10) West, Sturgis Township, County of St. Joseph, State of Michigan, which point is the intersection of the center lines of South Street and South Nottawa Street, City of Sturgis, thence East along the center line of South Street six-hundred-sixty and ninety-two one-hundredths (660.92) feet, thence South along the center line of Piedmont Road, Crestwood Addition a distance of one thousand three hundred twenty-three and five one-hundredths (1323.05) feet to the South line of Hawthorne Road, thence West along the South line of said Hawthorne Road to the center line of South Nottawa Street, thence North along said center line of South Nottawa Street to the point of beginning, EXCEPT Lot No. twenty-five (25) and the North forty-nine and five-tenths (49.5) feet of Lot No. twenty-four (24), and EXCEPT Lot No. twenty-one (21) and the South thirty-three (33) feet of Lot No. twenty-two (22), all in said Crestwood Addition.
25. That portion of the right-of-way of the New York Central Railroad currently situated between the center lines of West South Street, City of Sturgis, County of St. Joseph, State of Michigan, and the East and West Quarter section lines of Section fourteen (14), Township eight South (8S), Range ten West (10W), Township of Sturgis, County of St. Joseph, State of Michigan, said portion of said right-of-way being eighty (80) feet wide and five thousand nine hundred ninety (5,990) feet long, more or less.



*** Owner's Name *****	** Parcel Number **	2000 March BOK	Class	Zone
		S.E.V.	Taxable	
STURGIS TOWNSHIP				
SS JAMES D & KLEIN KENNETH	052-080-001-00	29,800	28,635	401
HOUSE GEORGE & BARBARA	052-080-004-00	32,100	28,525	401
NMAN MILDRED	052-080-005-00	2,500	2,174	401
NMAN MILDRED	052-080-007-00	32,500	28,755	401
F BOWLING CENTERS INC	052-080-008-00			201
STURGIS BANK & TRUST	052-080-010-00	212,000	147,693	201
RALES RAUL & JACINDA	052-080-011-00	31,600	31,600	401
CHANN PHILLIP E & SARAH	052-080-012-00	36,400	36,400	401
OTHERS DANIEL A & PHYLLIS M	052-080-013-00	31,900	28,411	401
BERTS RICHARD L & TRACEY J	052-080-014-00	37,600	37,600	401
CA MARIANO L & EVA	052-080-016-00	5,800	5,800	401
CA MARIANO L & EVA	052-080-017-00	3,300	3,300	401
CA MARIANO L & EVA	052-080-018-00	3,200	2,977	401
K P INC	052-090-002-00	84,400	75,843	301
DOPEZ JOSE	052-090-003-00	75,300	75,300	201
ALE RICHARD A &	052-090-004-00	5,000	4,675	401
ARCIA JOSE L & MARIA L	052-090-004-01	60,300	38,737	201
NIGHT TERESA L	052-090-005-00	21,100	21,100	401
STURGIS FOUNDRY CORP	052-090-007-00	300,000	280,907	301
ISE MARJORIE L &	052-090-010-00	16,800	16,037	401
K PARTNERS	052-090-014-00	233,900	167,821	201
ASTCO CREDIT UNION	052-090-019-00	177,900	128,995	201
IRKPATRICK JOHN C	052-090-026-00	71,300	71,300	201
ANKERS TRUST CO OF CALIFORNIA	052-090-029-00	41,600	26,807	401
TEAM HUGH & GWENDOLYN	052-090-030-00	22,600	15,807	401
OWDISH PAUL S & LAURA R	052-090-031-00	28,000	20,391	401
BITES ZERTHA M ET AL	052-090-032-00	23,000	13,747	401
ALMER JAMES A	052-090-033-00	28,500	22,454	401
USSEAU PATRICIA A-TRUSTEE	052-090-034-00	23,100	19,359	401
LTIMUS STEVEN D &	052-090-035-00	29,100	25,138	401
ATTERSON HAROLD & DAWN	052-090-036-00	31,100	20,850	401
FFHALTER JUNE R &	052-090-037-00	15,400	9,277	401
ATON DONALD S & MACDONALD G E	052-090-038-00	28,300	28,300	401
TURGIS NEIGHBORHOOD PROGRAM	052-090-039-00	2,800	1,092	401
ELBORN LARRY B & SYLVIA A	052-090-040-00	17,900	17,900	401
HEARS JEFFREY L & PERKINS K S	052-090-042-00	5,500	5,500	401
RIDDLE MERRILL L	052-090-044-00	34,000	26,886	401
IXLER KATHLEEN B	052-090-045-00	26,400	19,359	401
BITES LARRY E & JOYCE E	052-090-046-00	25,900	18,328	401
HILL STEVEN E & LORI A	052-090-047-00	26,200	21,637	401
PLEASANT MITCHELL	052-090-047-10	20,300	20,300	401
BITES LARRY E & JOYCE E	052-090-048-00	3,200	2,977	401
PRY MELVIN JAMES	052-090-049-00	28,800	25,547	401
UDWICK CASSANDRA	052-090-050-00	10,500	9,277	401
BITES LARRY E & JOYCE E	052-090-051-00	19,700	17,527	401
BITES LARRY E & JOYCE E	052-090-052-00	29,700	26,350	401
OVINE WILLIAM G	052-090-053-00	44,900	27,741	401
OX BARRY JASON	052-090-054-00	24,600	22,468	401
SMOKER HAROLD J & BETTY	052-090-055-00	17,800	15,807	401
REEMAN MARY E	052-090-056-00	24,200	21,423	401
DAMS BRUCE E & LADONNA	052-090-057-00	20,100	17,871	401
JOHNSON BRUCE A SR	052-090-058-00	25,000	25,000	401
ELGADO ABUNDIO & MARIA	052-090-059-00	22,400	21,640	401
ANCHEZ JOSE & MARIA	052-090-060-00	2,800		401
ANCHEZ JOSE & MARIA	052-090-061-00	26,600	25,891	401
CANE BRENDA G	052-090-062-00	23,600	23,600	401
RIDDLE MERRILL L & HALEY DONN	052-090-063-00	1,250	1,153	401
HARR BETTY C	052-090-064-00	27,100	24,057	401
HOMPSON HERMAN JR	052-090-065-00	30,800	27,495	401
MCNEW VIRGINIA R-TRUST	052-090-066-00	23,600	20,850	401
RIGHT RICHARD L	052-090-067-00	15,700	13,976	401

Exhibit A



STURGIS TOWNSHIP

SON PHILLIP C	052-180-041-00	44,600	32,650	401	1413
DRICK HENRY G & BONNIE S	052-180-042-00	35,200	21,080	401	1411
ESTINE RAYMOND E & MARY M	052-180-043-00	36,900	23,025	401	1401
MAN GARY L & SHARON S-TRUST	052-180-044-00	79,100	36,775	401	1329
DER STEVEN A & GEORGANNE	052-180-045-00	50,900	50,900	401	1325
AMPAUGH ERIC V & MARY E	052-180-046-00	45,100	35,172	401	1317
CE FLOYD & MARY	052-180-047-00	50,500	44,796	401	1300
LARD JOSEPH H & TAMARA D	052-260-027-00	27,400	24,403	401	26965
ITAT FOR HUMANITY-ST JOSEPH	052-680-001-00			90	901 N
ITAT FOR HUMANITY-ST JOSEPH	052-680-002-00			90	905 N
EVES MANUEL	052-680-003-00	4,000	3,932	401	911 N
EVES MANUEL	052-680-004-00	25,200	25,200	401	1001
NEW VIRGINIA R-TRUST	052-680-005-00	21,000	18,558	401	1003
PSTONE MORTGAGE CORP	052-680-006-00	18,100	16,037	401	1007
K C K INC	052-680-007-00	39,300	33,322	401	1013
RKER RUSSEL L	052-680-008-00	30,500	30,500	401	1103
SE JOHN P	052-680-009-00	30,100	30,100	401	1105
HNEY DON J & DEBORAH FAST	052-680-010-00	37,700	33,451	401	1107
URGIS SCOTT A & JOYCE A	052-680-011-00	24,500	21,765	401	1109
TCHELL CODY LEE & TAMARA LEE	052-680-012-00	35,100	25,410	401	501 W
RTINEZ ARMANDO & TERESA	052-680-013-00	5,000	4,381	401	503 W
RTINEZ ARMANDO & THERESA	052-680-014-00	37,300	37,300	401	505 W
EARS EUGENE N & JANET L	052-680-015-00	37,500	28,411	401	1108
H JOHN E & SHERRYL M	052-680-016-00	1,000	1,000	401	1106
H JOHN E & SHERRYL M	052-680-017-00	33,900	30,129	401	1104
ITE ELLEN M & GARNET G	052-680-018-00	30,800	30,800	401	1100
ARCIA LEOPOLDO	052-680-019-00	38,700	34,369	401	1012
ARNEMENT MARTHA	052-680-020-00	39,900	29,557	401	916 S
ARTER JOHN JR & BARBARA	052-680-022-00	38,800	34,483	401	912 S
PENCE GERALD W SR & YOKO	052-680-023-00	33,000	29,327	401	910 S
RTES TODD A	052-680-024-00	32,300	24,631	401	506 E
OND ROY C & GLENICE M	052-680-025-00	29,700	26,350	401	504 E
PROWL CHARLES E	052-680-026-00	26,000	23,025	401	500 E
TRALEY PEGGY F-CTR	052-680-027-00	38,100	22,912	401	912 N
RTMAN ALLEN J & CHRISTINE M	052-680-028-00	27,300	27,300	401	1002
ARMAN THOMAS J	052-680-029-00	33,200	27,435	401	1004
ARTMAN MICHAEL A & JUDITH L	052-680-030-00	21,700	20,766	401	1008
ARTMAN MICHAEL A & JUDITH L	052-680-031-00	3,800	3,496	401	1010
ASKEY JIM W & ALIXANDRIA M	052-680-032-00	29,100	25,776	401	1100
TEVENS BETTY L	052-680-033-00	30,400	24,057	401	1104
ORN VIRGINIA B	052-680-034-00	36,000	33,882	401	1105
ORN VIRGINIA B	052-680-035-00	3,100	3,059	401	1101
ATZ CONRAD P & CAROL ANN	052-680-036-00	19,800	17,639	401	1013
ATKINS ELIZABETH SUE-CTR	052-680-037-00	19,500	19,500	401	1009
RAVERSE RICHARD J	052-680-038-00	38,600	30,703	401	1005
RARR GERALD S & LORRAINE T	052-680-039-00	4,800	4,235	401	915 S
RARR GERALD S & LORRAINE T	052-680-040-00	32,700	28,871	401	911 S
IRSCH COMPANY INC	052-777-069-00	5,875,000	5,875,000	301	210 BI
JOHNSTON NEIL H & GLADYS	052-777-124-00	9,500	6,578	201	119 S
JOHNSTON NEIL H & GLADYS	052-777-124-01	90,300	62,881	201	119 S
ATERNAL ORDER OF EAGLES	052-777-125-00	36,900	25,711	201	1207
EAR ASSOCIATES	052-777-126-00	142,000	98,924	201	125 S
O POINT PARTNERSHIP	052-777-127-00	650,100	453,267	201	103 S
O POINT PARTNERSHIP	052-777-128-00	87,500	60,932	201	810 W
REEMAN MANUFACTURING CO	052-777-129-00	217,800	195,847	301	900 W
ITY OF STURGIS	052-777-130-00			90	26503
ANNARELLI EDWARD J & BRENDA	052-777-131-00	43,300	30,171	201	918 W
ANNARELLI BRENDA K & EDWARD J	052-777-132-00	21,800	19,359	401	922 W
TRONG CHARLIE L & MONIQUE K	052-777-133-00	30,200	21,069	201	1309
MITH CATHERINE A	052-777-134-00	10,700	10,700	401	68848
ELAND MELVIN & KUMCHU	052-777-135-00	6,200	4,351	201	68851

Exhibit A



STURGIS TOWNSHIP

TES LARRY E & JOYCE E	052-090-068-00	15,500	13,747	401	217 F
COX OLIN & RITA	052-090-069-00	13,500	11,913	401	216 N
BERT JAMES H	052-090-070-00	19,100	16,955	401	214 N
LINS LINDA L	052-090-071-00	11,600	10,309	401	215 F
TES LARRY E & JOYCE E	052-090-072-00	15,500	13,747	401	213 F
CKELL JEANENE SUE	052-090-073-00	29,100	24,536	401	212 N
LEOD DOUGLAS F & DANA L	052-090-074-00	32,700	28,532	401	210 N
OX BETTE J	052-090-075-00	24,500	21,765	401	211 F
ERS KAREN B	052-090-076-00	30,200	27,003	401	209 F
ADT JOAN	052-090-077-00	19,100	16,955	401	208 N
DEN BARBARA E-TRUST	052-090-078-00	23,900	21,194	401	206 N
ELAND PAULA A & IRELAN K E	052-090-079-00	26,200	26,200	401	207 F
NZEL RICHARD & LOYCE	052-090-080-00	58,200	40,098	401	203 F
IRCHILD JAMES A & THELMA E	052-090-081-00	24,500	21,765	401	204 N
NDY CAROL J	052-090-082-00	22,000	19,474	401	202 N
EW MICHAEL W & HEATHER A	052-090-083-00	29,700	26,350	401	801 N
HWARTZ BRIAN D & REBECCA SUE	052-090-084-00	27,100	27,100	401	200 N
MS DEVELOPMENT CORP	052-090-085-00	720,900	513,718	201	102 N
UZUCH GERALD W & CAROLYN J	052-090-086-00	171,100	119,204	201	118 N
CITIZENS BANK	052-090-086-01	119,300	83,655	201	809 W
MITH JEAN E	052-090-087-00	79,000	54,959	201	909 W
MERRIN CHARLES A	052-090-087-01	28,300	25,088	401	904 N
MITH LABON O	052-090-088-00	24,800	22,110	401	906 N
MITH JEAN E	052-090-089-00	362,800	252,753	201	911 W
MITH JEAN E	052-090-090-00	159,800	116,628	201	913 W
LL-PHASE REAL ESTATE CO	052-090-091-00	181,200	126,227	201	1009 F
MERRY RUTH R	052-090-091-10	246,900	172,029	201	111 B
ART MARTIN G & CAROLYN J	052-090-093-00	32,500	32,500	201	915 W
ARKER'S AMBULANCE SERVICE	052-090-094-00	55,800	38,873	201	1001 F
URGOYNE ROBERT E & LENORE E	052-180-001-00	70,900	44,565	401	1301 F
EISCH DORATHA D &	052-180-002-00	88,100	58,200	401	1303 F
ROTHERS BARBARA J-TRUST	052-180-003-00	98,000	84,896	401	1313 F
AMLIN CHRISTOPHER C	052-180-004-00	93,800	64,846	401	1321 F
ACCHELLA WILLIAM	052-180-005-00	115,000	93,718	401	1329 F
ETZ EARL K & EVELYN C	052-180-006-00	81,000	48,807	401	1401 F
UIHLEY B ALAN & KAREN C	052-180-007-00	72,500	56,253	401	1325 F
UESCHEL THERESA L	052-180-008-00	46,800	30,703	401	1405 F
YLMAN JOSEPH E & KAREN C	052-180-010-00	70,100	57,471	401	1411 F
APARAOTTA ANTHONY	052-180-011-00	52,900	36,203	401	1415 F
ONIHUE ROBERT CARL & WANDA M	052-180-012-00	61,900	41,359	401	1419 F
TUART DAVID R & EDITH A	052-180-013-00	75,700	52,128	401	1425 F
ILEY JACK B	052-180-015-00	58,400	30,703	401	1433 F
AWNICZAK LOIS ANN & MICHAEL A	052-180-016-00	49,600	39,983	401	1428 F
OWAN VERNON L & JUDITH E	052-180-018-00	1,700	1,373	401	1416 F
ILLER ORVILLE G & MARILYN J	052-180-019-00	42,400	37,577	401	1414 F
RIGGS ROBERT W & HELEN I	052-180-020-00	44,700	36,546	401	1400 F
MITH RENDEL W & HELEN	052-180-023-00	5,000	1,830	401	1300 F
UMMEY ROBERT J & CAROL	052-180-024-00	63,500	42,443	401	1308 F
ICKUM JAY A & SALLY JANE	052-180-025-00	77,900	59,003	401	1318 F
IRST UNITED METHODIST CHURCH	052-180-026-00			90	1332 F
OUNG DAVID P & DONNA J	052-180-028-00	68,900	45,713	401	1400 F
ELLERS ORON E & ELMA L	052-180-029-00	43,900	38,953	401	1412 F
ARMON EDWARD S & JOAN J	052-180-031-00	53,200	38,837	401	1414 F
ICKER THOMAS	052-180-032-00	67,600	43,994	401	1416 F
ERNEY R HOWARD	052-180-034-00	60,000	60,000	401	1418 F
IEBIG ARTHUR M & ILA L &	052-180-035-00	5,000	1,486	401	1432 F
IEBIG ARTHUR M & ILA L &	052-180-036-00	33,000	29,327	401	1432 F
ILEY NOEL H & JANICE R	052-180-037-00	40,400	27,265	401	1433 F
ILLARD DEBRA K & MARTIS DIANA	052-180-038-00	39,300	39,300	401	1429 F
ALTKE JOYCE L	052-180-039-00	53,000	34,025	401	1425 F
ARCIA RAFAEL & TERESA	052-180-040-00	62,300	45,612	401	1419 F



** Owner's Name *****	** Parcel Number **	2000 March BOK S.E.V.	Class	Taxable	
STURGIS TOWNSHIP					
ARD LAURIE R & IRELAND CARY	052-777-136-00	19,100	19,100	401	68870
-DE MANUFACTURING INC	052-777-137-00	22,200	14,778	401	68886
FINE ROBERT R & ETHEL B	052-777-138-00	16,700	14,778	401	68881
AND MELVIN & KUMCHU	052-777-139-00	14,500	12,829	401	26456
LIN CHARLES A & MARIAN J	052-777-140-00	47,700	33,237	201	26402
AND MELVIN & KUMCHU	052-777-141-00	3,600	2,434	201	68891
PT INC	052-777-142-00	140,600	97,934	201	26485
DEN ARCH REALTY CORP	052-777-143-00	397,200	276,693	201	405 S
RMANN DAVID L	052-777-144-00	126,800	88,339	201	501 S
LS GROUP LLC	052-777-145-00	72,900	72,900	201	415 S
TE N CLEAN	052-777-145-01	155,500	108,321	201	407 S
CHIGAN PIZZA HUT INC	052-777-145-10	246,800	171,913	201	519 S
GLE JOHN OLIVER	052-777-145-20	80,000	56,979	201	515 S
IRFIELD CORPORATION	052-777-211-01	2,863,700	1,995,027	201	801 S
TEWAY VILLAGE	052-777-211-04	1,773,900	1,235,774	201	1001 (
TY OF STURGIS	052-777-211-05			90	920 W
IRFIELD CORPORATION	052-777-211-10	35,500	24,731	201	
IRFIELD CORPORATION	052-777-211-20	35,500	24,731	201	
CIETY BANK & TRUST	052-777-211-30	322,500	218,605	201	711 S
IRFIELD CORPORATION	052-777-212-00	54,800	38,183	201	1300 (
NGSTREET RICHARD W	052-777-212-01	153,200	106,739	201	1139 (
AIL RUN III/RAY CATO JR	052-777-212-03	548,300	381,949	201	1131 (
AIL RUN APTS/RAY CATO JR	052-777-212-04	657,900	458,320	201	1005 (
AIL RUN III/RAY CATO JR	052-777-212-05			401	1212 (
AIL RUN III/RAY CATO JR	052-777-212-20	696,700	485,327	201	1212 (
TY OF STURGIS	052-777-212-30			90	
WN RIVER APT CO LDHA LP	052-777-212-40	1,532,000	1,067,304	201	1301 (
F BOWLING CENTERS INC	052-777-213-00	483,800	337,037	201	1101 (
PROPERTIES LLC	052-777-214-01	214,900	210,438	201	1203 (
& G GROUP LLC	052-777-214-10	1,874,000	1,294,130	201	1301 (
S C INDUSTRIES INC	052-777-214-20	387,100	269,669	201	1313 (
INGERLAND KATHRYN E &	052-777-215-00	29,100	25,776	401	200 W
TTS DOROTHY M	052-777-216-00	31,500	27,838	401	204 W
MBADT STANLEY & JOYCE E	052-777-217-00	27,300	24,286	401	206 W
OKER LENA R	052-777-218-00	68,800	61,799	301	210 W
AK INTERNATIONAL INC	052-777-219-00	803,400	694,958	301	1160 (
AK INTERNATIONAL INC	052-777-219-01	2,500	2,245	301	1100 (
STURGIS PACKAGING INC	052-777-219-10	12,200	11,010	301	340 W
RANKS DEVELOPMENT LLC	052-777-220-00	6,300	6,300	301	1304 (
RTMAN MICHAEL A & JUDITH L	052-777-221-00	40,000	34,935	301	1404 (
RANKS DEVELOPMENT LLC	052-777-222-00	3,800	3,800	301	1304 (
OYT CHARLES B SR & WILMA M	052-777-223-00	3,300	3,090	401	201 J
AYES JOHN L & DEBRA M	052-777-223-01	39,700	35,172	401	69594
RAFTS DANIEL J	052-777-224-00	27,300	24,286	401	104 W
OLDEN CORRAL CORP	052-777-225-00	289,100	201,410	201	1128 (
RIGHT ROBERT L	052-777-225-05	48,600	33,830	201	1150 (
RIGHT ROBERT L	052-777-225-10	278,700	194,189	201	1170 (
ASILI LLC	052-777-225-17	167,400	116,626	201	1230 (
ARGENT WAYNE E	052-777-225-20	23,300	20,620	401	1270 (
CKAFOOSE ARTHUR E & BETTY	052-777-225-25	47,300	32,901	201	1290 (
RANKS DEVELOPMENT LLC	052-777-225-30	98,300	71,738	201	1320 (
RANKS DEVELOPMENT LLC	052-777-225-35	18,800	18,800	401	1350 (
C LEMORE ROSE A	052-777-225-40	7,900	6,986	401	1260 (
ONESPRUCE FARM SERVICE INC	052-777-225-50	7,500	5,238	201	27190
CS ASSOCIATES	052-777-226-00	895,400	572,433	201	1400 (
OKER LENA R	052-777-227-00	4,700	4,267	301	210 W
OK INC	052-777-227-01	150,000	150,000	201	1040 (
RIGHT ROBERT L	052-777-227-05	9,800	8,705	401	510 W
RANKS DEVELOPMENT LLC	052-777-227-10	45,000	45,000	401	508 W
RR OAK TOOL & GAUGE CO INC	052-777-227-15	156,000	140,895	301	502 W
IFFITH CHARLENE LYNN	052-777-228-00	26,800	25,088	401	1434

Exhibit A



*** Owner's Name *****	** Parcel Number **	2000 March BOR S.E.V.	Class	Zone	* Prope:
STURGIS TOWNSHIP					
RTNEY PATRICK & SANDRA	052-777-229-00	50,400	50,400	401	1430 :
TTT DON	052-777-229-01	31,500	27,838	401	1420 :
ARS DAVID & NORTON REGINA	052-777-229-10	2,300	2,184	401	1432 :
RTON REGINA K &	052-777-230-00	24,600	21,880	401	307 L:
HY THOMAS L & THERESA M	052-777-231-00	24,600	21,880	401	309 L:
MOTTE EDWARD G	052-777-232-00	24,600	21,880	401	313 L:
LL GAYLORD DEAN	052-777-233-00	25,900	25,900	401	315 L:
LLER BERNARD & BEVERLY	052-777-234-00	26,500	23,484	401	409 L:
NSEY GREGORY G &	052-777-235-00	47,900	42,390	401	1330 :
CHULER CRAIG S & REBECCA M	052-777-236-00	30,900	26,710	401	305 L:
NNELL PAUL E & WANDA IRENE-T	052-777-237-00	34,200	30,244	401	313 L:
URGIS BANK & TRUST	052-777-238-00	31,500	31,500	401	317 L:
ERONSKI ROBERT B	052-777-239-00	35,500	35,500	401	408 L:
ARMON ALFRED L & MARIANNE D	052-777-240-00	32,500	28,755	401	312 L:
GGGARD EDGAR E & DORIS D	052-777-241-00	32,800	28,984	401	308 L:
HITNEY EDWARD L & JOAN	052-777-242-00	41,100	36,546	401	1416 :
OWEN THOMAS E & DENISE L	052-777-243-00	41,300	36,775	401	409 E:
AMERON A LUCILE-TRUSTEE	052-777-244-00	35,500	35,500	401	1412 :
ATRICK EVERETT L & GRACE I	052-777-245-00	51,400	42,848	401	69861
RMEY SAMUEL L & DEBORAH K	052-777-246-00	14,700	13,058	401	69817
MERSON LAWRENCE R	052-777-247-00	2,000	1,830	401	1510 :
MERSON LAWRENCE R	052-777-247-10	11,600	10,309	401	1510 :
ESTI MICHAEL J JR	052-777-248-00	17,800	17,800	401	1502 :
LOUSE ALLEN & MICHELLE	052-777-249-00	27,400	18,213	401	69865
ITY OF STURGIS	052-777-250-00			90	27260
ONESPRUCE FARM SERVICE INC	052-777-251-00	101,600	73,342	201	27220
ITY OF STURGIS	052-777-252-00			90	27310
ITY OF STURGIS	052-777-253-00			90	27300
CHULTZ NANCY-TRUSTEE	052-777-254-00	145,400	101,271	201	69935
HOLL DWIGHT & PHYLLIS	052-777-254-10	22,200	15,430	201	69937
JOHNLOZ ALBERT W & MARY LEE	052-777-255-00	19,700	17,527	401	69770
ESH PEGGY J	052-777-255-10			401	69786
HEEK HELEN D	052-777-256-00	58,600	40,823	201	27160
TURGIS FOREIGN VETERANS CLUB	052-777-256-01			90	69891
RUMMAN OLSON INDUSTRIES INC	052-777-258-00			301	70180
RUMMAN OLSON INDUSTRIES INC	052-777-259-00			301	
ACEY LAND LLC	052-777-260-00	130,000	126,128	201	70135
ACEY LAND LLC	052-777-260-01	170,000	146,062	201	70115
& S AUTOMOTIVE	052-777-260-10	93,700	93,700	201	27107
HREEJI OF STURGIS INC	052-777-261-00	520,000	520,000	201	1500 :
AK PRODUCTS INC	052-777-263-00	741,200	610,646	301	504 W:
RANKS NEWELL A	052-777-264-00	374,800	374,800	301	70491
RUMMAN OLSON INDUSTRIES INC	052-777-265-00	2,174,500	1,618,768	301	70130
TURGIS MOLDED PRODUCTS CO	052-777-268-00	729,300	344,703	301	70343
AK PRODUCTS INC	052-777-269-00	37,500	33,706	301	503 W:
URR OAK TOOL & GAUGE CO INC	052-777-271-00	117,100	105,167	301	651 W:
RUMMAN OLSON INDUSTRIES INC	052-777-272-00	1,685,300	1,567,193	301	70250
RUMMAN OLSON INDUSTRIES INC	052-777-273-00	6,300	5,615	301	70250
ITY OF STURGIS	052-777-274-00			90	TREATI
ITY OF STURGIS	052-777-275-00			90	TREATI
TURGIS IRON & METAL INC	052-777-275-01	31,200	28,089	301	70675
TURGIS IRON & METAL INC	052-777-276-00	794,300	714,403	301	70675

Exhibit A



EXHIBIT B  
REQUEST FOR TRANSFER

*[Date of Request]*

Sturgis Township  
110 Broadus Street  
P.O. Box 6  
Sturgis, MI 49091-0006

City of Sturgis  
130 N. Nottawa  
Sturgis, MI 49091-1433

I (we) hereby request that the following described property, which I (we) own, be transferred to the City of Sturgis pursuant to the provisions of Section 1.1 of the Agreement for Conditional Transfer of Property entered into between the City of Sturgis and Sturgis Township on the \_\_\_\_ day of August, 2000.

*[legal description]*

Sincerely,

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF ST. JOSEPH            )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who certifies that he/she/they is (are) the owner(s) of the above-described property and requests a transfer of the property to the City of Sturgis.

\_\_\_\_\_  
Notary Public  
St. Joseph County, Michigan  
My Commission Expires: \_\_\_\_\_



EXHIBIT C  
REQUEST FOR TRANSFER

[Date of Request]

Sturgis Township  
110 Broadus Street  
P.O. Box 6  
Sturgis, MI 49091-0006

City of Sturgis  
130 N. Nottawa  
Sturgis, MI 49091-1433

I (we) hereby request a transfer of the obligation to provide ambulance, fire and police service to the following described property to Sturgis Township, pursuant to the provisions of Section 1.1 of the Agreement for Conditional Transfer of Property entered into between the City of Sturgis and Sturgis Township on the \_\_\_\_ day of August, 2000.

*[[legal description]]*

Sincerely,

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

STATE OF MICHIGAN                    )  
  ) ss  
COUNTY OF ST. JOSEPH            )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who certifies that he/she/they is (are) the owner(s) of the above-described property and requests a transfer of the property to the City of Sturgis.

\_\_\_\_\_  
Notary Public  
St. Joseph County, Michigan  
My Commission Expires: \_\_\_\_\_



Revised 12/29/06

**FIRST AMENDMENT TO AGREEMENT FOR CONDITIONAL  
TRANSFER OF PROPERTY PURSUANT TO 1984 PA 425**

**THIS AGREEMENT** is made this 11<sup>th</sup> day of February, 2007, between the **CITY OF STURGIS**, 130 N. Nottawa Street, Sturgis, MI 49091-1433 ("City"), a Michigan Home Rule City, and **STURGIS TOWNSHIP**, 68826 Broadus, P.O. Box 6, Sturgis, MI 49091-0006 ("Township"), a Michigan General Law Township.

**Recital of Facts**

The City and Township are "local units" as defined by Public Act 425 of 1984, as amended ("Act 425," the same being MCL 124.21 *et seq*). Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects.

On August 4, 2000, the City and the Township entered into an Agreement for Conditional Transfer of Property Pursuant To 1984 PA 425 ("Original Agreement"), with respect to certain property within Sections 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, and 24 of Sturgis Township, T8S, R10W, St. Joseph County, Michigan, outside the then-present boundaries of the City of Sturgis ("Transferred Area A").

The City and Township have proposed to amend the Original Agreement such that the property described in the attached Exhibit A, which is presently located in District I of Transferred Area A, shall be permitted to transfer to District II of Transferred Area A upon different terms and conditions than were provided for in the Original Agreement. The City and Township also propose to make certain other amendments to the Original Agreement.

The City and Township further propose to transfer the territory described in the attached Exhibit B, which is presently located within the City, from the jurisdiction of the City to District I of Transferred Area A, as defined within the Original Agreement.

The City and Township find that the provisions of this First Amendment to the Original Agreement will assist economic development and be beneficial to the residents of the City and the Township, and both the City and the Township have considered the factors specified in Section 3 of Act 425 prior to formulating this First Amendment.

Before signing this First Amendment, the Township Board held a Public Hearing on this First Amendment on January 2<sup>nd</sup> 2007, and the City Commission held a Public Hearing on this First Amendment on January 19<sup>th</sup> 2007, both preceded by notice in accordance with the requirements of Michigan's Open Meetings Act.

**NOW, THEREFORE**, pursuant to Act 425, and in exchange for the mutual representations, promises, covenants, and other consideration made or referred to in this First Amendment, the parties agree as follows:



**Section 1. Amendment to Section 1.1 of the Original Agreement.**

The property described in the attached Exhibit B, which is presently located within the City, shall be immediately transferred to District I of Transferred Area A, and shall thereafter be treated in the same manner as other properties located in District I of Transferred Area A..

"District II" shall mean, for the purposes of this First Amendment only, that part of the territory described in the attached Exhibit A that is either (1) used for a new commercial development, new industrial development, or new subdivision development containing ten (10) or more new homes, or (2) any existing commercial developments, existing industrial developments, or existing subdivision developments containing ten (10) or more homes that are sold or transferred after the date of this First Amendment by deed, land contract, gift, devise or otherwise, such that the original owner on the date of this First Amendment ceases to hold title to such real property and/or lease(s) such real property to a third party.

Upon the occurrence of the foregoing conditions precedent with respect to any parcel as above described, such parcel shall be transferred to District II of Transferred Area A. Such transfer shall be evidenced by filing with the Office of the Great Seal of the State of Michigan, and with the St. Joseph County Clerk, a Resolution of the City Commission and a Resolution of the Township Board certifying that the conditions precedent to such transfer have occurred under the terms of this First Amendment and that such parcel shall be transferred to District II of Transferred Area A. In the event the Township fails to adopt a Resolution within sixty (60) days of the occurrence of the conditions precedent for such transfer, the City may file its Resolution with the Office of the Great Seal and the St. Joseph County Clerk, which shall be conclusive of such transfer to District II of Transferred Area A, unless within thirty (30) days of such filing, the Township files evidence with the Office of the Great Seal and the St. Joseph County Clerk showing that such conditions precedent have not occurred.

In all other respects, Section 1.1 of the Original Agreement shall remain in full force and effect.

**Section 2. Amendment to Section 2.3 of the Original Agreement.**

Section 2.3 of the Original Agreement shall be amended to add the following additional clause:

The Township hereby grants and the City hereby accepts a franchise and consent to use the public rights-of-way within any portion of the territory described in the attached Exhibit A, for the purpose of providing water and sewer service to District I and District II properties, and the Lagrange County, Indiana property known as the "I-9 Corridor Area."

In all other respects, Section 2.3 of the Original Agreement shall remain in full force and effect.



**Section 3. Amendment to Section 2.6 of the Original Agreement.**

Section 2.6 of the Original Agreement shall be amended to add the following language:

During the term of this Agreement, the Township shall annually receive payments from the City with respect to that territory described in attached Exhibit A that is transferred to District II, based on the following calculation:

The Township shall receive an annual amount equal to 3 mills times the taxable value of the real and personal property within District II, for forty-five (45) years following the date of transfer of the property to District II, or until termination of this Agreement as specified in Section 2.14, whichever occurs first. For purposes of this Section, the taxable value within District II and the amount of tax sharing due to the Township shall be calculated irrespective of, and shall not be reduced by, any tax abatements, tax exemptions, or tax increment financing that may be approved for property within District II.

All such payments due to the Township under this Section shall be paid by the City no later than March 31<sup>st</sup> of each tax year.

In all other respects, Section 2.6 of the Original Agreement shall remain in full force in effect.

**Section 4. Amendment to Section 2.14 of the Original Agreement.**

Section 2.14 of the Original Agreement shall be amended to read as follows:

The term of this Agreement shall be extended to August 3, 2055, with respect to Districts I and II. The term of this Agreement expired June 30, 2001, with respect to Districts III and IV. The Agreement may be renewed by written agreement of both municipalities.

**Section 5. Addition of Section 5.13 to the Original Agreement.**

A new Section 5.13 shall be added to the Original Agreement, as follows:

**Section 5.13 Development Fund.**

The City agrees to establish and to fund a Development Fund for the future marketing and development of the territory described in attached Exhibit A and the adjacent property to be developed within LaGrange County, Indiana, known as the "I-9 Corridor Area." Upon the receipt of any real and personal property taxes from the territory described in Exhibit A, the City shall annually



remit to the Development Fund the equivalent of 1.5 mills times the taxable value of all real and personal property within said territory. The Development Fund shall be held and managed by the City and shall be used for the payment of expenses as are from time to time authorized by the City, after consulting with the Township. In the event no funds are disbursed from the Development Fund for a period of ten (10) years, the obligation of the City to remit additional funds to the Development Fund shall terminate and all existing funds in the Development Fund shall be distributed one-third to the Township and two-thirds to the City. Further, upon such distribution of the Development Fund, the amount of mills to be shared annually by the City with the Township under Section 2.6 shall be increased from 3 mills to 3.5 mills, for the remaining term of the Agreement.

**Section 6. Addition of Section 5.14 to the Original Agreement.**

A new Section 5.14 shall be added to the Original Agreement as follows:

**Section 5.14 Township Use of City Compost Site.**

Residents of the Township shall be permitted until December 31, 2018 to use the City's compost site at the same rates or charges paid by City residents.

**Section 7. Addition of Section 5.15 to the Original Agreement.**

A new Section 5.15 shall be added to the Original Agreement as follows:

**Section 5.15 Connection to City's Warning Siren System**

The City shall allow the Township to connect with the City's warning siren system, and shall allow the Township to construct and install all such facilities as may be necessary or convenient to provide a connected warning siren system within the Township. Upon the Township's construction and installation of such facilities, the City agrees to be responsible for operation of the warning siren system within the Township without further charge to the Township or to the Township's residents during the remaining term of this Agreement. The Township shall be responsible for all maintenance costs of the warning siren system within the Township.

**Section 8.** Except as expressly modified herein, the terms and conditions of the Original Agreement shall remain in full force and effect.



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

Witnesses:

Ken Rickard Sr.

Walter S. Kysel

Barbara Fisher

Faren Steph

Michael Foley

David J. Hest

Cathy Campbell

And 2 H

CITY STURGIS

By:

Robert C. Sisson

Robert C. Sisson

Its:

Mayor

By:

Kenneth D. Rhodes

Kenneth D. Rhodes

Its:

City Clerk

STURGIS TOWNSHIP

By:

George Morse

George Morse

Its:

Supervisor

By:

JoAnn Hovarter

JoAnn Hovarter

Its:

Clerk



## EXHIBIT "A"

Page 1 of 2

### Legal Description of I-9 Corridor Area (transferred to City)

Beginning at the Northwest Corner of Section 24, Town 8 South, Range 10 West, Sturgis Township, St. Joseph County, Michigan;

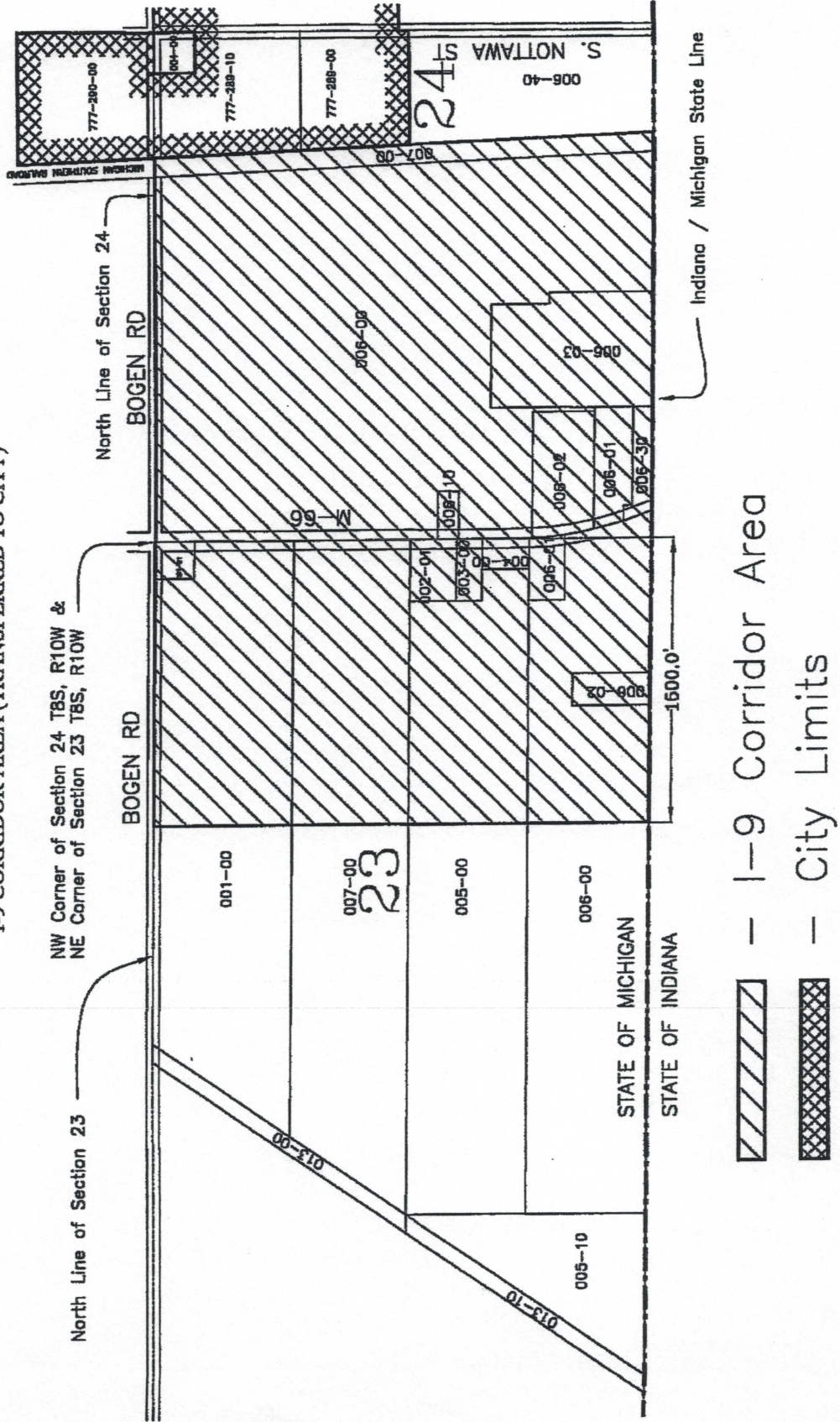
Thence East along the North Line of Said Section to the East Line of the Michigan Southern Railroad Right of Way, Thence Southeasterly along the East Line of Michigan Southern Railroad Right of Way to the Indiana / Michigan State Line, Thence West along the Indiana / Michigan State Line to the West Right of Way Line of M-66, which is also the West Line of Section 24, Thence West 1500 feet along the Indiana / Michigan State Line, Thence North parallel with the West Line of Section 24 to the North Line of Section 23, Thence East 1500 feet along the North Line of Section 23 to the Point of Beginning.



# EXHIBIT "A"

Page 2 of 2

## I-9 CORRIDOR AREA (TRANSFERRED TO CITY)





## EXHIBIT "B"

Page 1 of 3

### Legal Descriptions of City Property transferred to Township

Fraternal Order of Eagles Aerie #1314  
26570 US-12  
City Property Tax # 75-052-777-125-00

Beginning at a point in the center of Chicago Road 166 feet West of East Line of West ½ of West ½ of the Southeast Quarter of Section 2 T8S R10W; Thence North parallel to the section line 350 feet, Thence Westerly parallel with Chicago Road 150 feet, Thence South 350 feet, to the center of Chicago Road, Thence Easterly along center of Chicago Road to Point of Beginning.

Allen & Michelle Clouse  
1590 S. Nottawa Street  
City Property Tax # 75-052-777-249-00

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 12, T8S R10W, Thence East 183 feet, Thence North 100 feet, Thence West 183 feet to the North and South Quarter line, Thence South 100 feet to the place of beginning.

Vernon L. & Judith E. Cowan  
1416 S. Nottawa Road  
City Property Tax # 75-052-180-018-00

Lot 20 of Block 1 of the Crestwood Subdivision, Section 12, T 8 S, R 10 W, Sturgis Township (now City of Sturgis) according to the plat of record in the Office of the Register of Deeds for St. Joseph County, Michigan in Liber 3 of Plats on Page 5.



# EXHIBIT "B"

Page 2 of 3

## PROPERTY TRANSFERRED TO STURGIS TOWNSHIP

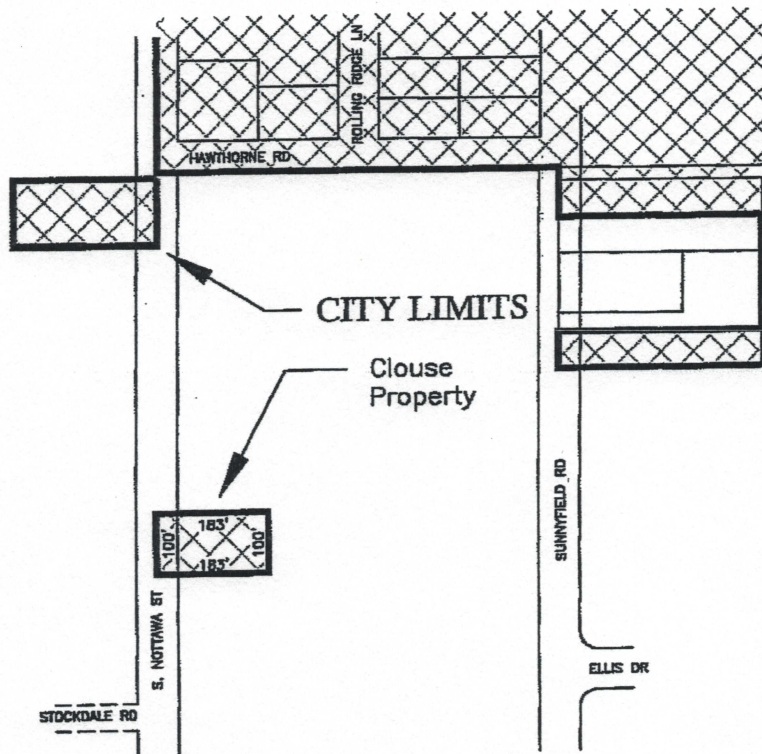
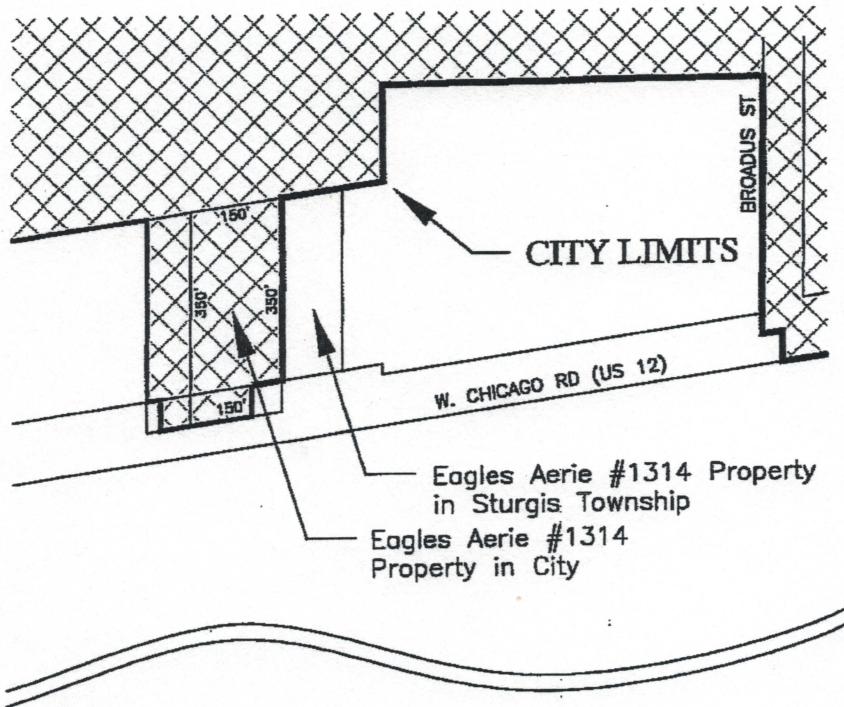




EXHIBIT "B"

Page 3 of 3

## PROPERTY TRANSFERRED TO STURGIS TOWNSHIP

