

GRAND TRAVERSE COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This Development and Reimbursement Agreement is made on October 16, 2025 between FARM & FLEET OF JANESVILLE, INC., a Wisconsin corporation (the “Owner”), and the **GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY** (the “GTCBRA”), a Michigan public body corporate.

**PREMISES**

- A. Owner has redeveloped a portion the property at the southwest corner of Rennie School Road and US 31 South in Blair Township, Grand Traverse County, Michigan, commonly known as the Rennie School Road Redevelopment (the “Development”). The Owner’s property is described in the attached Exhibit A (the “Owner’s Property”).
- B. Owner’s Development required the following public road improvements be made in compliance with the Grand Traverse County Road Commission’s (the “Road Commission) standards:
  1. US 31 Deceleration Lane (the “Public Improvements”).
- C. The GTCBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et seq. (“Act 381”), to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, functionally obsolete, or historically designated properties. The GTCBRA has approved a Brownfield Plan that includes the Development and the Owner’s Property is part of the Brownfield Plan as amended (the “Brownfield Plan”, attached as Exhibit B).
- D. Act 381 provides that a Brownfield Redevelopment Authority may establish a Brownfield Redevelopment Plan which pays for “eligible activities”, as that term is defined in Act 381, related to the remediation and redevelopment of “eligible property”, as that term is defined in Act 381.
- E. Act 381 provides that a Brownfield Redevelopment Authority may incur debt and expend funds to pay or reimburse a public or private person for costs of “eligible activities” attributable to “eligible properties”.

- F. The GTCBRA has determined in furtherance of its purposes and to accomplish its goals and plan to finance certain “eligible activities” as defined by Act 381 and as described in the Brownfield Plan attached as Exhibit B, which include the Public Improvements.
- G. The Owner’s Property is an “eligible property,” within the meaning of Act 381.
- H. The Owner has conducted certain eligible activities as described in Exhibit C (“Eligible Activities”), as the same may be amended or supplemented, attributable to the Eligible Property.
- I. The Owner and Road Commission have collaborated for the Public Improvements, and expressly recognize that the GTCBRA shall have no obligation to either the Owner or Road Commission arising out of that collaboration, nor any other liability or obligation of the Owner or the Road Commission to the other party related to the Public Improvements.
- J. Pursuant to the Brownfield Plan, the GTCBRA will capture and retain 100% of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Owner’s Property consistent with Act 381 and the Brownfield Plan approved by the GTCBRA (the “Tax Increments”). Upon satisfaction of the conditions expressed in this Agreement, the GTCBRA will use the Tax Increment revenues as provided by law and as described in this Agreement.

In consideration of the premises and the mutual covenants contained in this Agreement, the Owner and the GTCBRA hereby enter into this Agreement and covenant and agree as follows:

## ARTICLE 1.

### Section 1.1 Definitions.

The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- (a) “Act 381” means the Brownfield Redevelopment Financing Act (“BRA”), Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.
- (b) “Agreement” means this Development and Reimbursement Agreement entered into between the GTCBRA and Owner
- (c) “Brownfield Plan” means the Brownfield Redevelopment Plan, as defined under Act 381, and adopted July 18, 2018, as amended, and attached as Exhibit B.
- (d) “Contractor” means any general or environmental contractor or subcontractor with whom the Owner contracts to complete the Eligible Activities at the Eligible Property and/or Site.

(e) "County" means the County of Grand Traverse, Michigan.

(f) "Development" means the site work, construction, utilities, and equipment relating to the Eligible Property at such time owned by Owner, performed by or at the direction of Owner.

(g) "Eligible Activities" means those response activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o). Eligible Activities are identified in the 381 Work Plan as either "EGLE Environmental Eligible Activities" or "MSF Non-Environmental Eligible Activities".

(h) "Eligible Property" means all of the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) included in the Brownfield Plan.

(i) "Event of Default" means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 30 days after written notice thereof has been given by the other party.

(j) "GTCBRA" means the Grand Traverse County Brownfield Redevelopment Authority, established by the County Commission on September 24, 1997, or its successors.

(k) "Indemnified Persons" means the County, the GTCBRA, and its Board members, officers, agents and employees.

(l) "Maximum Cost of Eligible Activities" means the GTCBRA's maximum obligation to pay for the eligible activities and not to exceed the amounts set forth in the approved Brownfield Plan, as amended or supplemented, or the amount set forth in Section 2.1 hereof.

(m) "Owner" means Farm & Fleet of Janesville, Inc.

(n) "Owner's Property" or "Site" means the real property owned and developed by Owner and located in the County of Grand Traverse, State of Michigan, as described in attached Exhibit A.

(o) "Road Commission" means the Grand Traverse County Road Commission.

(p) "Tax Increment Revenues" means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Owner's Property during the life of the Brownfield Plan.

(q) "Transaction Costs" means GTCBRA's costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the GTCBRA's obligations under this the Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, amendments to the Brownfield Plan, approvals of the Eligible Activities, printing costs, costs of reproducing documents, filing and recording fees, counsel fees, financial expenses, insurance fees and expenses, administration and

accounting for the loan proceeds and tax increments revenues, oversight and review, and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan and this Agreement, or other related agreements with Road Commission, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

Section 1.2 Number and Gender.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

## ARTICLE 2.

### COVENANTS OF THE OWNER

Section 2.1 Completion of Eligible Activities.

The Owner has completed its Eligible Activities and the Public Improvements in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance. The Eligible Activities are described in Exhibit C attached hereto, the approved cost of which totaled \$495,453.75.

Section 2.2 Covenant to Pay Financial Obligations.

In undertaking Eligible Activities and Public Improvements for which it is responsible, the Owner has utilized funds from the Owner.

The Owner will receive reimbursement from the GTCBRA (also referred to as "Debt Obligation") to the extent of available Tax Increment Revenues in accordance with the terms of this Agreement. Payments shall be made in accordance with Sec. 4.2 below. The GTCBRA may first establish a contingency reserve fund for the Brownfield Plan, which shall be not more than twenty percent (20%) of such tax increment funds in any one year.

Tax Increment Revenue will be captured from the Owner's Property and reimbursed to the Owner for the Public Improvements and approved Eligible Activities from Tax Increment Revenues generated by the Owner's Property. The remainder of the contingency reserve fund may be applied to the GTCBRA's administrative and Transaction Costs and the Owner's Eligible Activity expenses.

It is anticipated that there will be sufficient available Tax Increment Revenues to meet the obligations under this Agreement. However, if for any reason the Owner's Property does not result in sufficient revenues to satisfy such obligations, the Owner agrees and understands that it will have no claim or further recourse of any kind or nature against the GTCBRA except from available captured tax revenues, and if for any reason the revenues are insufficient or there are none, then the Owner shall have no right to reimbursement for its costs hereunder.

Owner waives, to the full extent authorized by law, any right to appeal the tax valuation of the Owner's Property during the time that Tax Increment Revenues are being captured to pay back any obligation pursuant to this Agreement, which the parties acknowledge occurred prior to the date of this Agreement. Owner further agrees that if there is a tax appeal of the valuation of all or any part of the Owner's Property during the time of Tax Capture provided for in the Brownfield Plan and this Agreement, whether by Owner, a future tenant or any other future owner, Owner shall be responsible for paying GTCBRA the difference between the anticipated Tax Capture and the actual Tax Capture as a result of any reduction in the assessed value of all or part of the Owner's Property. This obligation may be assigned by written agreement between Owner and any future tenant or owner of the Owner's Property. A copy of such assignment shall be provided to the GTCBRA.

It is expressly understood and agreed that the Debt Obligation of the GTCBRA is subject to the following conditions:

- (a) The Owner shall provide proof of ownership of the Site if applicable, and shall provide the GTCBRA with a list of any known potentially responsible party (PRP) for the contamination on the Owner's Property, and shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement or other agreement with GTCBRA, and all preconditions to the performance of the Owner shall have been satisfied
- (b) Owner shall pay all real estate tax obligations when due.
- (c) The Owner shall provide written proof of payment or waivers of liens by its contractor or subcontractor providing services to the Owner as described in this Agreement.
- (d) The GTCBRA shall only be obligated to reimburse Debt Obligation that has been reviewed and approved by the GTCBRA. Approval of the application and subsequent approvals of brownfield plans, work plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the GTCBRA for review and approval of invoices.
- (e) The Owner shall be reimbursed for the Eligible Activities, including the Public Improvements as provided in Paragraph 4.2 of this Agreement. The GTCBRA shall have no obligation to pay, and the Owner shall not be entitled to reimbursement for Eligible Activities, including the Public Road Improvement, if there is insufficient Tax Increment Revenues generated from the Owner's Property to pay for the approved Eligible Activities during the duration of the Brownfield Plan.

Section 2.3 Indemnification of Indemnified Persons.

- (a) The Owner shall defend, indemnify and hold the Indemnified Persons harmless from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of Owner's acts or omissions with respect to the Development, the Public Improvements, and any other Eligible Activities conducted by the Owner pursuant to this Agreement to the full extent of Owner's insurance policy or policies covering the Development and the Public Improvements. If any suit, action or proceeding is brought against any Indemnified Person for which Owner is responsible hereunder, the Indemnified Person promptly shall give notice to the Owner, and the Owner shall defend such Indemnified Person with counsel selected by the Owner, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Owner, and the Owner shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Owner may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Owner shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (b) The Owner also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against the Owner under this Agreement to the full extent of the Owner's insurance policy or policies covering the Development or the Public Improvements. To the extent that the enforcement of any indemnification obligation or claim involves a claim against Owner's Contractors who perform work or services under the terms or within the scope of this Agreement, the Contractor's agreement with the Owner shall be deemed to be a third party beneficiary contract in favor of the GTCBRA or any Indemnified Persons, but is limited to only those Eligible Activities performed by Owner's environmental consultant or Contractor, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing Eligible Activities.
- (c) The Owner shall assure that to the extent a Contractor provides services toward completion of any Eligible Activities after the date of this Agreement, at a minimum, the Contractors shall provide to the GTCBRA and the County upon request proof of insurance set forth in Sec. 6.13 of this Agreement.
- (d) Upon GTCBRA's written request, the Owner shall obtain written acknowledgment that any Contractors could be liable to GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; any Contractor shall be liable for

contribution to GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 324.20128, for releases aggravated or proximately caused by any Contractor. This paragraph shall not affect any other liabilities or remedies of the GTCBRA.

- (e) Notwithstanding any other provision of this Agreement, upon GTCBRA's written request, the Owner shall obtain its Contractor's written agreements to defend, indemnify and hold harmless the Indemnified Persons against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the Owner's indemnification provisions under this Section. This indemnity shall only apply to the Contractor's actions, and the Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants or contractors on or attributable to the Owner's Property.
- (f) The indemnity provisions shall survive the term of this Agreement, provided that the indemnity provision shall expire upon the expiration of the statute of limitations with respect to any applicable claim as determined by a court of competent jurisdiction.
- (g) Proof of insurance required in subparagraph (d), the written acknowledgment in subparagraph (e) and the written agreement(s) in subparagraph (f) shall be filed with the GTCBRA upon request.
- (h) A breach of the foregoing provisions of Sec. 2.3 at the option of GTCBRA constitutes, or will result in, in an event of default under this Agreement.

#### Section 2.4 The Owner's Repayment Obligation.

In the event any monies received by the Owner under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement, the Owner shall not use and shall return such monies to the GTCBRA. If the monies have been already utilized for such improper purpose, the Owner shall repay such monies to the GTCBRA. In addition to any other remedies, GTCBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement. The repayment obligation under this Section 2.4 shall expire and be of no further force or effect (6) years after the date of the Agreement.

#### Section 2.5 Deduction from Owner's Right to Reimbursement.

The Owner grants the GTCBRA the right to deduct or set off from any reimbursement obligation to the Owner the costs incurred by the GTCBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a breach or default of this Agreement by the Owner.

## Section 2.6 Site Access.

The Owner shall grant to GTCBRA or its designated agents, access to any Owner controlled portion of the Owner's Property or Public Improvements in order for the GTCBRA to exercise its rights related to the purposes and pursuant to the terms of this Agreement. The GTCBRA shall give the Owner 24 hours written notice of its intent to access the Owner's Property whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the GTCBRA shall give notice as is reasonable and practicable under the circumstances. The GTCBRA shall assure that any and all contractors, environmental consultants, and subcontractors which access the Owner's Property to perform work activities on its behalf have the policies of insurance and limits in place as those required in Sec. 6.13 of this Agreement and provide the proof of such insurance coverage upon request.

## ARTICLE 3.

### CONDITIONS PRECEDENT TO OWNER'S OBLIGATION

#### Section 3.1 Conditions Precedent to Owner's Obligations to Construct the Development and the Public Improvements.

The Owner has completed the Eligible Activities and Public Improvements and has satisfied the following conditions precedent which must be satisfied by the GTCBRA as required herein, except as expressly provided in this Agreement or otherwise waived by the Owner:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the County or the GTCBRA is a party, or threatened against the Owner, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan, which could result in an adverse decision which would have one or more of the following effects:
  - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increment Revenues to repay its obligations under this Agreement.
  - (2) A material adverse effect on the Owner's or the GTCBRA's ability to comply with the obligations and terms of this Agreement.
- (b) There shall have been no Event of Default by the GTCBRA and no action or inaction by the GTCBRA eventually which with the passage of time could become an Event of Default.
- (c) The GTCBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.

## ARTICLE 4.

## COVENANTS OF THE GTCBRA

### Section 4.1 Adoption of Brownfield Plan.

The GTCBRA has adopted the Brownfield Plan (and amendments as necessary) in accordance with Act 381 which will provide for reimbursement to the Owner and of the Owner's Eligible Activity expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, Act 381, and the Brownfield Plan, and approved by the GTCBRA pursuant to its written policies and procedures. These policies and procedures include, but are not limited to, the GTCBRA's standards for local tax incremental financing eligibility.

### Section 4.2 Reimbursement of Expenses for Eligible Activities.

Upon the Owner's satisfactory completion of Eligible Activities, the GTCBRA shall reimburse the Owner subject to and in accordance with the terms set forth in this Agreement. The Owner shall have sole responsibility to pay contractors or subcontractors for completion of such Eligible Activities and provide written waiver of any liens or proof of payment. Subject to payment into the contingency reserve fund described in Sec. 2.2, the revenues shall then be utilized by the parties and payment made in the following order of priority:

- (a) First, to reimburse the GTCBRA for reasonable and actual administrative and Transaction Costs as provided in Act 381;
- (b) Second, to reimburse the Owner from tax increment fund revenues from the Owner's Property for those approved Eligible Activities expenses, including the Public Improvements, as provided in the Brownfield Plan.

The funds held for the contingency reserve will be distributed to the Owner for Eligible Activities expenses upon receipt of the subsequent year's tax increment capture, subject to the priority of payment described in (a) and (b) of this paragraph. Upon satisfactory completion of the Eligible Activities, the remainder of the contingency reserve fund may be applied to the GTCBRA's administrative and transaction costs and the Owner's Eligible Activity expenses.

If the Owner incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in Section 2.1 hereof or approval of the GTCBRA, the Owner shall bear such costs without any obligation on the part of GTCBRA. If the costs of Eligible Activities set forth in the Brownfield Plan, as amended or supplemented, are less than such maximum cost, then the Owner shall have no further right of reimbursement from the GTCBRA beyond its actual costs.

### Section 4.3 GTCBRA or Contract Manager Oversight.

The GTCBRA may retain the services of a qualified contract manager to exercise oversight of the Owner and its Contractors, or subcontractors for purposes of assuring that the activities, invoices and accounting by the Owner are fair, reasonable, and constitute eligible activities within

the meaning and scope of this Agreement, the Brownfield Plan and Act 381. The Owner shall provide to the GTCBRA Director and its contract manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that GTCBRA has no right to control or to exercise any control over the actual services or performance by the Owner of the Eligible Activities, except as to assurance that the Owner has met the conditions and requirements of this Agreement.

#### Section 4.4 Limitation of Obligations and Liabilities to Third Persons or Parties.

The GTCBRA and County shall have no liability to the Owner under this Agreement except to reimburse the Owner for the Eligible Activities in accordance with the Brownfield Plan that have been approved by the GTCBRA as provided by law and under the terms of this Agreement. No other obligation or liability of GTCBRA to the Owner or any third person or party is created by this Agreement, except as stated herein. The GTCBRA and County shall have no liability or obligation to the Owner or the Road Commission arising out of any agreement between the Owner and the Road Commission.

### **ARTICLE 5.**

#### CONDITIONS PRECEDENT TO GTCBRA'S OBLIGATIONS

##### Section 5.1 Conditions Precedent to GTCBRA's obligation to reimburse Eligible Activities expenses for the Owner's Development.

The Debt Obligation of the GTCBRA to reimburse the Owner for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Owner as applicable and required herein, except as expressly provided in this Agreement or otherwise waived in writing by the GTCBRA. It is expressly agreed that the GTCBRA makes or gives no assurance of payment to the Owner by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan, or as hereafter supplemented or amended, and that GTCBRA's designated contract manager shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any consultant under this Agreement. However, so long as an Eligible Activity by the Owner has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement, the Owner shall be entitled to reimbursement of the Eligible Activities expenses.

- (a) The Owner shall submit invoices of its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the GTCBRA Director, for preliminary review and approval. Within 14 days of receipt of the invoice, the GTCBRA Director shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of the GTCBRA. Invoices approved at the GTCBRA meeting shall be paid by GTCBRA within 30 days of that meeting so long as tax increment revenues (TIR) are available. In the event of

an objection to the invoice, the GTCBRA Director will notify the Owner, and the Owner shall meet with the GTCBRA Director and resolve or cure the objection. If the GTCBRA does not authorize payment on an invoice, then there shall be no obligation on the part of the GTCBRA to pay the invoice. This provision shall not be construed as a waiver the Owner's right to exercise any remedies it may have with respect to denial of a payment authorization by the GTCBRA.

- (b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the County or the GTCBRA is a party, or threatened against the Owner, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:
  - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increments to pay the obligations.
  - (2) A material adverse effect upon the ability of the Owner to conduct Eligible Activities.
  - (3) Any other material adverse effect on the Owner's or the GTCBRA's ability to comply with the obligations and terms of this Agreement, or the Brownfield Plan.
- (c) There shall have been no Event of Default by the Owner and no action or inaction by the Owner eventually which with the passage of time would likely become an Event of Default.
- (d) The Owner shows it is owner of the Owner's Property or has the right to use the Owner's Property, and the Owner is not in default on any contract or other agreement relating to its ownership, development, or use of the Owner's Property.
- (e) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses for the Development have been issued to the Owner.
- (f) The Owner has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (g) The Owner has retained as necessary a contractor or subcontractor to advise, conduct, or complete the Eligible Activities related to the obligations as set forth in this Agreement.
- (h) There is no change in law which would have one or more of the effects described above.

## ARTICLE 6.

### OWNER'S CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

#### Section 6.1 Eligible Activities and Due Care Obligation.

The Owner has previously contracted with competent and qualified contractors or subcontractors ("Contractors") to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Brownfield Plan, as amended or supplemented, but limited to only those Eligible Activities performed by Owner's Contractors, or subcontractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities retained by the GTCBRA or another third party.

#### Section 6.2 Permits.

The Contractors have previously examined all permits and licenses pertaining to certain Eligible Activities on the Eligible Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Eligible Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by Owner's Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities on the site.

#### Section 6.3 ASTM and Industry Standards.

The Contractors have performed all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

#### Section 6.4 Other Services Performed for Owner.

It is expressly understood that GTCBRA is not responsible for payment or reimbursement of any services for or expenses incurred by any Contractor and/or Owner that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Contractors, Subcontractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

#### Section 6.5 Contractors.

The Owner previously hired Contractors to perform services related to Eligible Activities under this Agreement, which Contractors were not authorized to act as an agent or employee of the GTCBRA nor were such Contractors permitted to assume or create any duty, commitment or obligation on behalf of nor bind the GTCBRA in any respect.

#### Section 6.6 Non-Discrimination Clause.

Neither the Owner or any of their Contractors shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity with respect to the performance of the Eligible Activities and Road Improvements. Breach of this covenant may be regarded as a material breach of this Agreement.

#### Section 6.7 Independent Contractor.

The Contractors performed their services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the GTCBRA. The GTCBRA and any Contractor shall each have and maintain complete control over all its employees, agents and operators. Facts or knowledge of which the Contractor becomes aware shall not be imputed to the GTCBRA without communication to and receipt by managerial officials or employees of the GTCBRA. The Contractor has no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the GTCBRA in any respect whatsoever. Further, any Contractor shall exercise its independent judgment for the services provided in this Agreement.

#### Section 6.8 Disposal of Hazardous Waste.

The Owner certifies that there has been no disposal of any samples or other materials contain substances classified as "hazardous waste" under state or federal law ("Hazardous Waste").

#### Section 6.9 Compliance With Laws.

While on the Owner's Property undertaking Eligible Activities and Road Improvements, the Owner and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by Owner's Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractor performing activities.

#### Section 6.10 Limitation of Liability.

(a) Defend, Indemnify and Hold Harmless. Notwithstanding any other provision of this Agreement, to the extent any such Contractor is undertaking Eligible Activities at the Owner's Property following the date of this Agreement, the Owner shall obtain upon request by the GTCBRA any Contractor's written agreement to defend,

indemnify and hold the Indemnified Persons harmless against and from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of Contractor's acts or omissions, including:

- (1) Those which the GTCBRA may sustain as a result of the failure of the Contractor to comply with the provisions of this Agreement; and/or
- (2) Those which result from or arise out of any acts or omissions, negligent or otherwise, of the Contractor's employees, agents, contractors, or subcontractors in the performance of the work specified in this Agreement.
- (3) This indemnity shall only apply to the Consultant or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental consultants, contractors, or subcontractors on the Owner's Property.

(b) Contribution. The Owner shall obtain written acknowledgment upon request of the GTCBRA that any Contractors undertaking Eligible Activities at the Owner's Property following the date of this Agreement could be liable to the GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; any Contractors shall be liable for contribution to the GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 24.20128, for releases aggravated or proximately caused by the Contractor. This paragraph shall not affect any other liabilities or remedies of the GTCBRA but is limited to only those eligible Activities performed by the Owner's Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities.

(c) Survivorship of Covenants. Any Contractor's indemnity, hold harmless and release shall survive the termination of this Agreement and the Contractor's agreement with the Owner, but is limited to only those Eligible Activities performed by the Owner's Contractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities.

(d) The written agreement in subparagraph (a) of this section and written acknowledgment in subparagraph (b), to the extent applicable, shall be filed with the GTCBRA upon request by the GTCBRA before any reimbursement under the terms of this Agreement.

### Section 6.11 Contractor Insurance.

The Owner shall assure that their Contractors which perform any part of the Eligible Activities covered by this Agreement after the date of this Agreement have obtained and maintain the following policies of insurance:

- (a) Worker's Compensation and Occupational Disease Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least one million (\$1,000,000.00) per occurrence, which policy shall contain an endorsement naming the GTCBRA and the County as additional insured to the extent of the indemnity provided in paragraph 6.11.

## ARTICLE 7.

### REPRESENTATIONS AND WARRANTIES

#### Section 7.1 Representations and Warranties of the GTCBRA.

The GTCBRA represents and warrants to the Owner that:

- (a) GTCBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to Act 381 to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the GTCBRA, and this Agreement constitutes a valid and binding agreement of the GTCBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

#### Section 7.2 Representations and Warranties of the Owner.

The Owner represents and warrants to the GTCBRA that:

- (a) The Owner is a corporation with power under the laws of its state of incorporation to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this Agreement by the Owner.

- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Owner, and this Agreement constitutes a valid and binding agreement of the Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, the Owner or its Contractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (d) The Owner warrants that it will comply with all obligations, covenants and conditions required of it or its agents or Contractors under the terms of this Agreement.
- (e) The Owner has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.
- (f) The Owner has obtained and shall provide to the GTCBRA proof upon request of the following current in-force insurance:
  - a. If applicable, Worker's Compensation in the amounts required under the laws of the State of Michigan;
  - b. Comprehensive General Liability, including Umbrella Liability Insurance for any such underlying liability, and Automobile Insurance for bodily injury, death or loss or damage to property of third persons in the minimum amount of \$2 million per occurrence.

## ARTICLE 8.

### DEFAULT, REMEDIES, AND TERMINATION

#### Section 8.1 Remedies Upon Default.

Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 28 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific

performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorney fees in addition to the relief obtained.

## ARTICLE 9.

### MISCELLANEOUS

#### Section 9.1 Term.

The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of the GTCBRA's obligations under the Debt Obligation.

#### Section 9.2 Sale or Transfer of Owner's Property or Site within the Brownfield Plan.

The Owner shall not sell, convey, or transfer ownership of any portion of the Owner's Property to another owner to carry out the purposes and goals of the Brownfield Plan, as described in this Agreement without the written approval of the GTCBRA. The GTCBRA, in its sole discretion, will determine whether an amendment to the Brownfield Plan is necessary. The proceeding does not prohibit the Owner from selling property or units within structures to third parties for the land uses as contemplated by the Development. This section shall not apply to: (a) assignments between governmental entities (b) assignments for financing required for the development; (c) the establishment of another entity which shall operate the premises for the infrastructure purposes.

The Owner waives the right to reimbursement for outstanding pay-as-you-go obligations, or any other reimbursement obligation of the GTCBRA, to be paid through Tax Increment Financing captured from the portion of the eligible property that is sold, conveyed, or transferred unless the Owner complies with the following:

- (a) The Owner provides the prospective transferee with written notice of the nature and extent of Eligible Activities performed by the Owner pursuant to the Brownfield Plan, and the extent of any outstanding obligation for reimbursement for pay-as-you-go expenses from taxes to be captured from the property.
- (b) The Owner and the transferee enter into an allocation agreement covering how the Tax Increment Revenues collected on the property shall be distributed between the Owner and the prospective purchaser for any outstanding obligations or future obligations for Eligible Activities on the property.
- (c) The Owner provides the GTCBRA with copies of the written notice and the allocation agreement between the Owner and the transferee of the property prior to transfer of the property.

#### Section 9.3 Assignment.

Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the Owner, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the Owner whether by operation of law or otherwise, without the prior written consent of the parties to this Agreement, which will not be unreasonably withheld. Any attempt to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 9.4 Notices.

All notices, certificates or communications required or permitted by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to GTCBRA:

Heidi Scheppe, Treasurer  
Anne Jamieson, GTCBRA Brownfield Consultant  
Grand Traverse County Brownfield Redevelopment Authority  
400 Boardman Avenue  
Traverse City, MI 49684

With a copy to:

Attorney Scott Howard  
Attorney Lydia Barbash-Riley  
Olson, Bzdok & Howard, P.C.  
420 E Front Street  
Traverse City, MI 49686

If to the Owner:

Farm & Fleet of Janesville, Inc.  
Attn: Jason Lohman  
3507 E. Racine Street  
Janesville, Wisconsin 53547

With a copy to:

Michael Best & Friedrich LLP  
Attn: Kevin A. Martin  
1 S. Pinckney Street, Suite 700  
Madison, Wisconsin 53703

or to such other address as such party may specify by appropriate notice.

**Section 9.5 Amendment and Waiver.**

No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

**Section 9.6 Entire Agreement.**

This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

**Section 9.7 Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 9.8 Captions.**

The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 9.9 Applicable Law.**

This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

**Section 9.10 Mutual Cooperation.**

Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Owner's lenders with respect to the Project to secure the Owner's financing from such lenders.

**Section 9.11 Binding Effect.**

This Agreement shall be binding upon the parties hereto, and in the event of assignment under Sec. 9.2 upon their successors, transferees, and assigns. The Owner shall provide written notice prior to transfer or assignment of the Owner's interest to any subsequent purchaser and assign of the existence of this Agreement.

**Section 9.12 No Waiver.**

No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

**Section 9.13 Survival of Covenants.**

Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement, subject to any express limitations set forth herein. Any covenants or obligations with respect to Contractors shall terminate and be of no further force or effect upon Owner's completion of the Owner's Eligible Activities and Public Improvements and the cessation of such Contractor's work in connection therewith.

**Section 9.14 No Third-Party Beneficiaries.**

This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise, to Contractors or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third-party beneficiaries.

**Section 9.15 Disputes.**

The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Grand Traverse County, Michigan.

**Section 9.16 Digital Signatures.**

The parties acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the GTCBRA and the Owner have caused this Agreement to be duly executed and delivered as of the date first written above.

FARM & FLEET OF JANESVILLE, INC.

By: Mark Hastings

Name: Mark Hastings

Title: CEO / President

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GRAND TRAVERSE COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY

Signed by:



22EB3A98644E4D8...

By:

Its: Chair

EXHIBITA

OWNER'S PROPERTY

PART OF THE NORTH HALF OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 5, TOWN 26 NORTH, RANGE 11 WEST, BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°58'52" WEST 948.92 FEET TO THE NORTH 1/8 LINE OF SAID SECTION; THENCE ALONG SAID NORTH 1/8 LINE NORTH 88°26'26" WEST 659.38 FEET; THENCE NORTH 00°57'23" EAST 243.58 FEET; THENCE NORTH 88°26'26" WEST 158.90 FEET; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 787.06 FEET; THENCE SOUTH 89°01'16" EAST 385.26 FEET; THENCE PARALLEL WITH SAID EAST LINE SOUTH 00°58'52" WEST 90.00 FEET; THENCE SOUTH 89°01'16" EAST 433.08 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A 66 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS AND INSTALLATION MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES DESCRIBED AS A 66 FOOT WIDE STRIP OF LAND LYING 33 FEET EACH SIDE AND ADJACENT TO THE FOLLOWING CENTERLINE WHICH IS DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION SOUTH 00°58'52" WEST 379.89 FEET; THENCE NORTH 89°01'16" WEST 433.08 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EAST LINE NORTH 00°58'52" EAST 354.94 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RENNIE SCHOOL ROAD AND THE POINT OF ENDING. SUBJECT TO A VARIABLE WIDTH PUBLIC UTILITIES EASEMENT RECORDED AS INSTRUMENT NUMBER 2005R-1B097.

PIN: 28-02-005-002-10

2024 RELEASE UNDER E.O. 14176

## EXHIBIT B

### BROWNFIELD PLAN

[See Attached]

**Amended Brownfield Plan  
Rennie School Road Property Redevelopment  
Blair Township, Grand Traverse County, Michigan**

**February 2018**

**Approved by Grand Traverse  
County Brownfield  
Redevelopment Authority:**

January 30, 2019

**Concurrence by Blair Township  
Board of Trustees:**

February 12, 2019

**Public Hearing:** February 5, 2019

**Approved by Grand Traverse  
County Board of Commissioners:**

February 5, 2019

**Prepared by:**

Mac McClelland, Manager – Brownfield Redevelopment  
Otwell Mawby, P.C.  
309 E. Front Street  
Traverse City, Michigan 49684  
[mac@otwellmawby.com](mailto:mac@otwellmawby.com)  
231.633.6303  
[www.otwellmawby.com](http://www.otwellmawby.com)

**Amended Brownfield Plan  
Rennie School Road Redevelopment  
Blair Township, Grand Traverse County, Michigan**

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- Exhibit A - Proposed Parcel Split Legal Description

### Project Summary

The Grand Traverse County Land Bank Authority received approximately 76 acres at the southwest corner of Rennie School Road and US-31 South through tax foreclosure in 2016. The Land Bank has been working with numerous parties to market and acquire the property to return to tax rolls. The property has been divided into three parcels:

1. The east parcel comprised of approximately 21 acres being acquired by Blain's Farm and Fleet, for development of a retail outlet with an estimated investment of \$10 million;
2. The middle parcel comprised of approximately 27.5 acres (which includes a drainage easement for the east parcel) under consideration of purchase for the development of business storage and operations and multi-family housing with an estimated investment of \$7.5 million; and
3. The west parcel comprised of approximately 27.5 acres for future residential development.

There are significant infrastructure and extraordinary site preparation cost that are necessary to position the property for redevelopment. Reimbursement of these Brownfield Eligible Activity expenses are critical to the economic viability of the redevelopment. Act 381 provides for property owned or under the control of a land bank authority to qualify as Brownfield Eligible Property under the definition of Blighted, as well as adjacent property if the development of that adjacent parcel is estimated to increase the captured taxable value of the Eligible Property.

The original Brownfield Plan was approved by the Grand Traverse County Brownfield Redevelopment Authority on June 28, 2018 and the Grand Traverse County Board of Commissioners on August 1, 2018, with concurrence by the Blair Township Board of Trustees on July 10, 2018. Subsequently, additional Eligible Activities were identified that are critical to the success of the redevelopment and provide additional public benefit. This Amended Brownfield Plan includes those additional Eligible Activities and extends the capture period from 10 to 15 years. Infrastructure expenses by the Grand Traverse County Land Bank Authority will be reimbursed through the Eligible Tax Reverted Property Specific Tax which provides for 50% of the equivalent taxes to be assessed for five years. The GTCLBA expenses and revenues are included in this Amended Brownfield Plan for information and are not subject to Brownfield Tax Increment Financing (TIF) capture.

**Project Name:** Rennie School Road Property Redevelopment

**Project Location:** The Eligible Property is comprised of one parent parcel which is in the process of being split into three parcels, and is located on the southwest corner of Rennie School Road and US 31 South in Blair Township, Grand Traverse County, Michigan, with the Parcel Identification Number 02-005-001-00:

**Type of Eligible Property:** Blighted; Owned by the Grand Traverse County Land Bank Authority and Adjacent or Contiguous

**Eligible Activities:** Baseline Environmental Assessment Activities, Demolition, Site Preparation, Infrastructure

**Eligible Activity Costs:**

Private	\$1,563,075	Environmental/Non-Environmental
Public	\$544,250	Non-Environmental
	\$2,107,325	<b>Total</b>
	\$40,000	Administrative and Operating Cost
	\$2,147,325	<b>Total Capture</b>
	\$487,815	GTCLBA Expenses

**Years to Complete Eligible Activities Payback:** Capped at 15 years **Annual Tax Revenue Before Project:** \$0

**Estimated Investment:** \$17,500,000 + **Estimated Annual Tax Revenue in First Year After Project Obligation:** \$795,777

## AMENDED BROWNFIELD PLAN

### RENNIE SCHOOL PROPERTY REDEVELOPMENT BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN

#### GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

##### *Introduction*

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax-reverted, blighted, functionally obsolete or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan and subsequent amendments must be approved by the Grand Traverse County Brownfield Redevelopment Authority (GTCBRA) established under Act 381 and the Grand Traverse County Board of Commissioners, with the concurrence of the local government in which the project is located in order to take effect, in this case, Blair Township. State school taxes are not considered for capture under this amended Brownfield Plan and includes local tax capture only.

The Grand Traverse County Commission established the GTCBRA under the procedures required under Act 381 in 1997.

This Amended Brownfield Plan is for the redevelopment of the property at the southwest corner of Rennie School Road and US 31 South in Blair Township, Grand Traverse County, Michigan, consistent with Act 381. The Amended Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Amended Brownfield Plan includes Environmental Eligible Activities and Non-Environmental Eligible Activities.

Act 260, PA 2003 provides for the levy of an Eligible Tax Reverted Property Specific Tax that equal to fifty percent of the equivalent property taxes that would be collected under the General Property Tax Act for a period of five years for the purposes authorized under the Land Bank Authority Fast Track Act, Act 258, PA 2003, which includes improvements to property. Infrastructure and other expenses of the Grand Traverse County Land Bank Authority to position the property for redevelopment have been described in this Amended Brownfield Plan, but will be reimbursed through Eligible Tax Reverted Property Specific Tax and not through Brownfield Tax Increment Financing (TIF) capture under this Amended Brownfield Plan and Act 381 PA 1996.

***Public Purpose***      ***MCL 125.2664(5):***

The Rennie School Road Redevelopment project includes the redevelopment of Brownfield Eligible Property into a commercial retail outlet, commercial operations and storage, multi-family housing, and a residential development, along with associated public improvements.

The redevelopment of the Eligible Property is anticipated to include over \$17.5 million of investment on a formerly foreclosed property that generated no property taxes in a strategic location for Blair Township's commercial corridor and provide expanded opportunities for residents. The redevelopment will provide jobs, increase tax base, and stimulate additional private and public investment.

The project will add to the local and state tax base. When completed, property taxes are estimated to total over **\$795,777** per year (following the retirement of Brownfield obligations) with 53.65% of these revenues going to the State of Michigan and 46.35% to local taxing jurisdictions.

***Description of Project and Plan Costs***      ***MCL 125.2663(2)(a):***

The Eligible Property is comprised of one parcel totaling 71.53 acres. The property has been divided into three parcels:

1. The east parcel comprised of 23.46 acres is being acquired by Blain's Farm and Fleet, for development of a retail outlet with an estimated investment of \$10 million. In addition, three out lots along Rennie School Road and US 31 South are part of the proposed parcel split and will be developed separately;
2. The middle parcel will be a portion of the remainder parcel of 51.85 acres of approximately 27 acres (which includes a drainage easement for the east parcel) and is under consideration of purchase for the development of business storage and warehouse operations with an estimated investment of \$7.5 million; and
3. The west parcel will be a portion of the remainder parcel of 51.85 acres of approximately 25 acres for future residential development.

Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I Environmental Site Assessments.

Non-Environmental Eligible Activities include:

- Site Demolition

- Site Preparation; and
- Infrastructure, including road improvements and sewer and water main installation.

Other Eligible Activities include:

- Brownfield Plan development, approval and implementation; and
- Administrative and operating costs of the GTCBRA with local tax capture only.

#### **Brownfield Plan Eligible Activities Cost**

<b>Eligible Activities</b>	<b>Estimated Cost</b>
<b>Developer Eligible Activities</b>	
MDEQ Eligible Activities	\$4,600
MSF Non-Environmental Eligible Activities	<u>\$ 1,558,475</u>
<b>Developer Eligible Activities Cost</b>	
	<b>\$1,563,075</b>
<b>Public Eligible Activities</b>	
	<b>544,250</b>
<b>Eligible Activity Subtotal</b>	
	<b>\$2,107,325</b>
Administrative and Operating Cost	\$40,000
<b>TOTAL ELIGIBLE ACTIVITY</b>	
	<b>\$2,147,325</b>
<b>GTCLBA EXPENSES</b>	
	<b>\$487,815</b>

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.2. Non-Environmental Eligible Activities.

***Summary of Eligible Activities***      ***MCL 125.2663(2)(b):***

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of Environmental Eligible Activities and Non-Environmental Activities.

***MDEQ Eligible Activities***

1. **Baseline Environmental Assessment (BEA) Activities:** BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and Baseline Environmental Assessments to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)), as long as included in a subsequent Brownfield Plan.

A. Phase I ESA: A Phase I ESA is anticipated to be conducted for each parcel acquisition by the developer, consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs).

#### **MSF Non-Environmental Eligible Activities**

1. Demolition: In preparation for site redevelopment, site features including existing fencing and curb and gutting will be removed from the Eligible Property.
2. Site Preparation: Site preparation will consist of geotechnical engineering, temporary site and erosion control, land balancing and grading.
3. Infrastructure: Infrastructure will include road improvements, including deceleration lanes on US-31 South south of Rennie School Road, Rennie School Road improvements, and connector road between Stadium Drive and Rennie School Road.

#### **Other Activities**

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the GTCBRA is included as Eligible Activities.

Interest: Interest in Eligible Activity expenses is not included in this Brownfield Plan.

#### ***Estimate of Captured Taxable Value and Tax Increment Revenues* *MCL 125.2663(2)(c):***

The initial taxable value or base value for the Eligible Property was set at the taxable value as of the original approval date of this Brownfield Plan by the GTCBRA and the Grand Traverse County Board of Commissioners, with the concurrence of Blair Township, in July 2018. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2017 and is \$0, because the property was owned by the Grand Traverse County Land Bank Authority.

The total Eligible Activity cost is \$2,102,725 (combined Environmental Eligible Activities and Non-Environmental Eligible Activities). The Brownfield Plan also includes \$40,000 in GTCBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$2,142,725.

Table 2 identifies taxable values for real and personal property, including Brownfield Tax Increment Financing (TIF) revenues for the Eligible Property. Tax capture is limited to fifteen (15) years from the approval of the original Brownfield Plan in 2018 through 2033 or the time to fully reimburse the Eligible Activity obligation, whichever is less. Capture for the deposit into the Local Brownfield Revolving Fund (LBRF) is not provided in this Amended Brownfield Plan.

Redevelopment of the east was initiated in Summer 2018 and redevelopment of the middle parcel is anticipated to be initiated in Spring of 2019. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

**Estimated Tax Increment Capture by the Authority**

Year	Total Tax Revenues	Brownfield Captured Taxes	Year	Total Tax Revenues	Brownfield Captured Taxes
2019	\$155,064	\$29,591	2034	\$795,777	\$0
2020	\$251,203	\$47,937	2035	\$811,692	\$0
2021	\$349,265	\$66,650	2036	\$827,926	\$0
2022	\$471,441	\$89,964	2037	\$844,484	\$0
2023	\$529,604	\$101,064	2038	\$861,374	\$0
2024	\$588,930	\$216,060	2039	\$878,602	\$0
2025	\$622,861	\$224,608	2040	\$896,174	\$0
2026	\$657,470	\$233,327	2041	\$914,097	\$0
2027	\$692,771	\$193,806	2042	\$932,379	\$0
2028	\$706,627	\$179,418	2043	\$951,027	\$0
2029	\$720,759	\$183,028	2044	\$970,047	\$0
2030	\$735,175	\$225,376	2045	\$989,448	\$0
2031	\$749,878	\$298,139	2046	\$1,009,237	\$0
2032	\$764,876	\$58,359	(1)		
2033	\$780,173	\$0	2047	\$1,029,422	\$0
			2048	\$1,050,010	\$0

(1) Estimated Local Tax Capture Ends

Total	\$20,707,609	\$2,147,325
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***Method of Financing Plan Costs***

***MCL 125.2663(2)(d):***

Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the Grand Traverse County Road Commission, Blair Township,

for public Eligible Activities, with reimbursement from Brownfield TIF, and by the Grand Traverse County Land Bank Authority for infrastructure and other costs, with reimbursement from the Eligible Tax Reverted Property Specific Tax.

***Maximum Amount of Note or Bond Indebtedness***      ***MCL 125.2663(2)(e):***

The maximum amount of Eligible Activities is anticipated to be will be \$2,107,325. No public notes or bond indebtedness is anticipated.

***Beginning Date and Duration of Capture***      ***MCL 125.2663(2)(f):***

The anticipated beginning date of capture is 2019, estimated to be the first year tax increment revenues are available. **The duration of capture under the Brownfield Plan is limited to fifteen (15) years or when the Eligible Activity obligation is met, whichever is less.** Capture for the deposit into the Local Brownfield Revolving Fund (LBRF) is not provided in this Brownfield Plan.

***Estimate of Future Tax Revenues of Taxing Jurisdictions***      ***MCL 125.2663(2)(g):***

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture for 15 years and the total tax increment for the 30-year duration of the Amended Brownfield Plan. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The tax capture for Eligible Activities and Administrative and Operating Costs is estimated at \$2,147,325. As of December 31, 2017, the property generated \$0 in property taxes, as property owned by the Grand Traverse County Land Bank Authority. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$795,777 per year on into the future.

***Legal Description, Location, and Determination of Eligibility***      ***MCL 125.2663(2)(h):***

Legal Description: The legal description of the eligible property follows:

Parcel Number	Description	Qualifying Status
02-005-001-00	COM E 1/4 COR TH W 658.83' TH N 1316.92' TO POB TH N 243.58' TH W 1123.95' TH S 243.58' TH W 854.19' TH N 1351.17' TH S 88 DEG E 2441.2' TH S 33 DEG E 363.62' TH S 1028.81' TH W 659.49' TO POB SEC 5 T26N R11W COM NE SEC COR FOR POB TH W 2636.51' TH S 1336.86' TH E 1052.54' TH N 253.58' TH E 927.23' TH S 243.58' TH E 658.83' TH N 1336.86' TO POB EXC COM NE SEC COR FOR POB TH S 300' TH NWLY TO A POINT ON THE N LN 200' W OF POB TH S 88 DEG E 200' TO POB SEC 5 T26N R11W SEWER RECORDED 8/11/05 2005R-18097 SPLIT ON 02/04/2011 FROM 02-005-001-01;	Blighted: Owned by the Grand Traverse County Land Bank Authority Adjacent or Contiguous

Location: Figure 1 depicts the location of the Eligible Property and Figure 2 depicts the Eligible Property boundaries.

Eligibility Determination: Act 381 includes property owned by or under the control of a land bank fast track authority under the definition of “blighted,” a qualifying status for Brownfield Eligible Property. The middle and west properties are owned by the Grand Traverse County Land Bank Authority.

The east parcel was acquired on May 24, 2018 by Farm & Fleet of Janesville, Inc. (Blain’s Farm and Fleet) and will be subsequent split into four parcels, the main parcel and three out lots. Because the east parcel was acquired prior to inclusion in this Brownfield Plan, the property does not qualify as blighted as owned by the Grand Traverse County Land Bank Authority. However, the east parcel does qualify under the definition of Eligible Property which includes parcels that are adjacent or contiguous to contaminated, blighted, functionally obsolete or historic property if the development of the adjacent and contiguous parcels is estimated to increase the captured value of the Eligible Property. (MCL 125.2652 (p)(ii))

The full parcel is in the process of a parcel split, as identified in Figure 4 – Eligible Property Survey with the legal description of the parcel split in Exhibit A, which will be recorded in December 2018.

Personal Property: Personal Property is included as part of the Eligible Property.

***Estimate of Number of Persons Residing on Eligible Property***      ***MCL 125.2663(2)(i):***

There are currently no residential dwellings or residences that occupy the Eligible Property.

***Plan for Residential Relocation***

***MCL 125.2663(2)(j):***

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

***Provision of Costs of Relocation***

***MCL 125.2663(2)(k):***

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

***Strategy to Comply with Relocation Assistance Act, 1972 PA 227***

***MCL 125.2663(2)(l):***

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

***Other Material Required by the Authority or Governing Body***

***MCL 125.2663(2)(m):***

None

## Tables

**Table 1.1 Environmental Eligible Activities Costs**

**Table 1.2 Non-Environmental Eligible Activities Costs**

**Table 1.3 – Summary of Maximum Eligible Activities Costs**

**Table 2.1 – Annual Revenue and Brownfield Capture Estimates**

**Table 2.2 – Tax Increment Revenue Reimbursement Allocation Table**

**Table 3. Impact on Tax Jurisdictions**

## Figures

**Figure 1 - Eligible Property Location Map**

**Figure 2 - Eligible Property Boundaries**

**Figure 3 – Conceptual Parcel Allocation**

**Figure 4 -- Eligible Property Survey Parcel Split with Legal Description**

**Figure 5.1 – Site Plan: East Parcel**

**Figure 5.2 – Site Plan Concept: Middle and West Parcels**

## Exhibits

**Exhibit A - Proposed Parcel Split Legal Description**

**TABLE 1.1**  
**ENVIRONMENTAL ELIGIBLE ACTIVITIES COSTS**  
**RENNIE SCHOOL ROAD REDEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BLAIR TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGAN**

MDEQ ELIGIBLE ACTIVITY DESCRIPTION	TOTAL ELIGIBLE ACTIVITIES	MIDDLE EAST PARCEL	MIDDLE PARCEL
<b><i>Baseline Environmental Assessment Activities</i></b>			
Phase I ESA	\$4,000	\$2,000	\$2,000
<i>Subtotal</i>	\$4,000	\$2,000	\$2,000
<b><i>Subtotal Totals</i></b>	<b>\$4,000</b>	<b>\$2,000</b>	<b>\$2,000</b>
<b><i>Contingencies (15%)</i></b>	<b>\$600</b>	<b>\$300</b>	<b>\$300</b>
<b>MDEQL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$4,600</b>	<b>\$2,300</b>	<b>\$2,300</b>
<b>MDEQ ELIGIBLE ACTIVITIES TOTAL</b>	<b>\$4,600</b>	<b>\$2,300</b>	<b>\$2,300</b>

\*Local Tax Capture Only

**TABLE 1.2**  
**NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES COSTS**  
**RENNIE SCHOOL ROAD REDEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BLAIR TOWNSHP, GRAND TRAVERSE COUNTY, MICHIGAN**

**PARCELS**

MSF NON-ENVIRONMENTAL ELIGIBLE ACTIVITY DESCRIPTION	TOTAL ELIGIBLE ACTIVITIES	EAST PARCEL	MIDDLE PARCEL
<b>Demolition</b>			
Site Demolition	\$10,500	\$10,500	\$0
Building Demolition	\$0	\$0	\$0
	<i>Subtotal</i>	<i>\$10,500</i>	<i>\$0</i>
<b>Site Preparation</b>			
Geotechnical Engineering	\$22,800	\$12,800	\$10,000
Temporary Facilities	\$38,000	\$28,000	\$10,000
Grading and Land Balance	\$400,000	\$120,000	\$280,000
Soft Costs	\$36,733	\$12,950	\$23,783
	<i>Subtotal</i>	<i>\$497,533</i>	<i>\$173,750</i>
<b>Public Infrastructure</b>			
Roads - Deceleration Lane US 31 S	\$121,000	\$121,000	
Roads - Stadium Drive (50%)	\$144,250		\$144,250
Sewer and Water	\$513,750	\$105,000	\$408,750
Soft Costs	\$68,163	\$19,775	\$48,388
	<i>Subtotal</i>	<i>\$847,163</i>	<i>\$245,775</i>
<b>Subtotal Totals</b>	<b>\$1,355,196</b>	<b>\$430,025</b>	<b>\$925,171</b>
<b>Contingencies (15%)</b>	<b>\$203,280</b>	<b>\$64,504</b>	<b>\$138,776</b>
<b>PRIVATE NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$1,558,475</b>	<b>\$494,529</b>	<b>\$1,063,946</b>
<b>Public Infrastructure - GTCLBA/GTCRC/Blair</b>			
Roads - Rennie School Road Improvements: Stadium Intersection	\$161,650		\$161,650
Roads - Rennie School Road Expansion	\$238,350		\$238,350
Roads - Stadium Drive (50%)	\$144,250		\$144,250
	<i>Subtotal</i>	<i>\$544,250</i>	<i>\$544,250</i>
<b>PUBLIC NON-ENVIRONMENTAL ELIGIBLE ACTIVITY SUBTOTAL</b>	<b>\$544,250</b>		<b>\$544,250</b>
<b>PRIVATE AND PUBLIC NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL</b>	<b>\$2,102,725</b>	<b>\$494,529</b>	<b>\$1,608,196</b>
<b>Administrative and Operation Costs</b>			
	<b>\$40,000</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>MSF NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL*</b>	<b>\$2,142,725</b>	<b>\$514,529</b>	<b>\$1,628,196</b>
*All Private and Public Non-Environmental Eligible Costs except Land Bank Authority Eligible Expenses will be reimbursed with Local Tax Capture Only			
<b>Land Bank Eligible Expenses - GTCLBA</b>			
Roads - Traffic Signal: US 31 S and Rennie School Road	\$175,000	\$175,000	
Roads - US 31 Deceleration Land	\$75,000	\$75,000	
Roads - Rennie School Road Improvements: East	\$165,000	\$165,000	
Soft Costs	\$36,315	\$36,315	
Transaction Costs	\$6,500	\$6,500	
Brownfield Plan Development, Approval, and Implementation	\$30,000	\$30,000	
	<i>Subtotal</i>	<i>\$487,815</i>	<i>\$487,815</i>
Land Bank Authority Infrastructure costs are reimbursed through the Eligible Tax Reverted Property Specific Tax of 50% for 5 years			

**TABLE 1.3**  
**SUMMARY OF MAXIMUM ELIGIBLE COSTS**  
**RENNIE SCHOOL ROAD REDEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BLAIR TOWNSHP, GRAND TRAVERSE COUNTY, MICHIGAN**

<b>Environmental Eligible Activities</b>	<b>Cost</b>
Baseline Environmental Activities	\$4,000
Contingency	\$600
<b>ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL</b>	<b>\$4,600</b>
<b>Private Non-Environmental Eligible Activities</b>	<b>Cost</b>
Lead/Asbestos Abatement, Demolition	\$10,500
Site Preparation	\$497,533
Infrastructure	\$847,163
Contingency	\$203,280
<b>Developer Non-Environmental Eligible Activity Total</b>	<b>\$1,558,475</b>
<b>Total Developer Eligible Activity Costs</b>	<b>\$1,563,075</b>
<b>Public Non-Environmental Eligible Activities</b>	
Infrastructure	\$544,250
<b>City Non-Environmental Eligible Activity Total</b>	<b>\$544,250</b>
<b>NON-ENVIRONMENTAL ELIGIBLE ACTIVITY TOTAL</b>	<b>\$2,102,725</b>
<b>ELIGIBLE ACTIVITY TOTAL</b>	<b>\$2,107,325</b>
<b>ADMINISTRATIVE AND OPERATING COST</b>	<b>\$40,000</b>
<b>RENNIE SCHOOL ROAD PROPERTY REDEVELOPMENT</b>	<b>\$2,147,325</b>

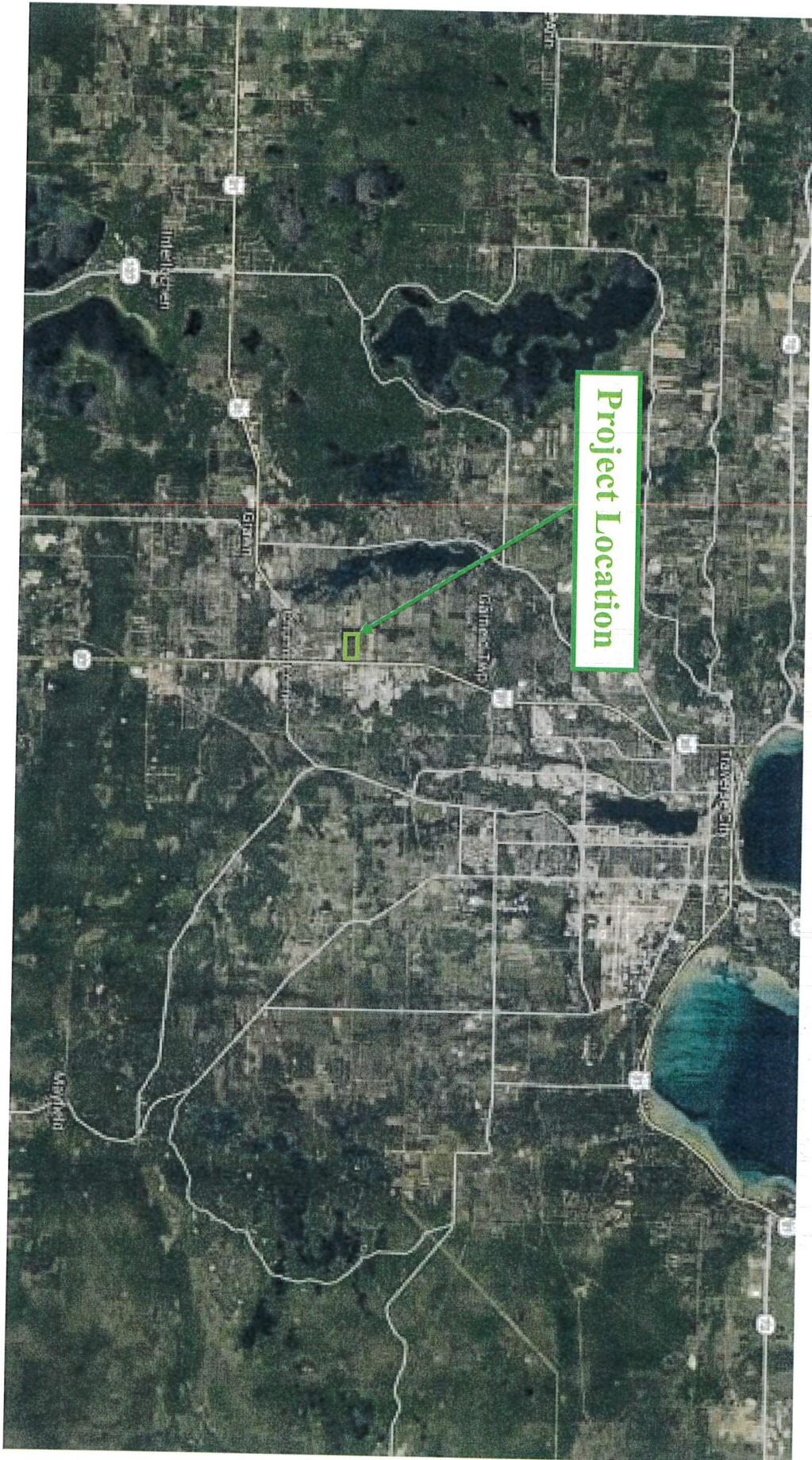
**Grand Traverse County Brownfield Redevelopment Authority**  
**Rennie School Road Redevelopment**



**TABLE 3 IMPACT ON TAXING JURISDICTIONS**  
**BROWNFIELD PLAN - THIRTY YEAR DURATION**  
**RENNIE SCHOOL ROAD DEVELOPMENT**  
**GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

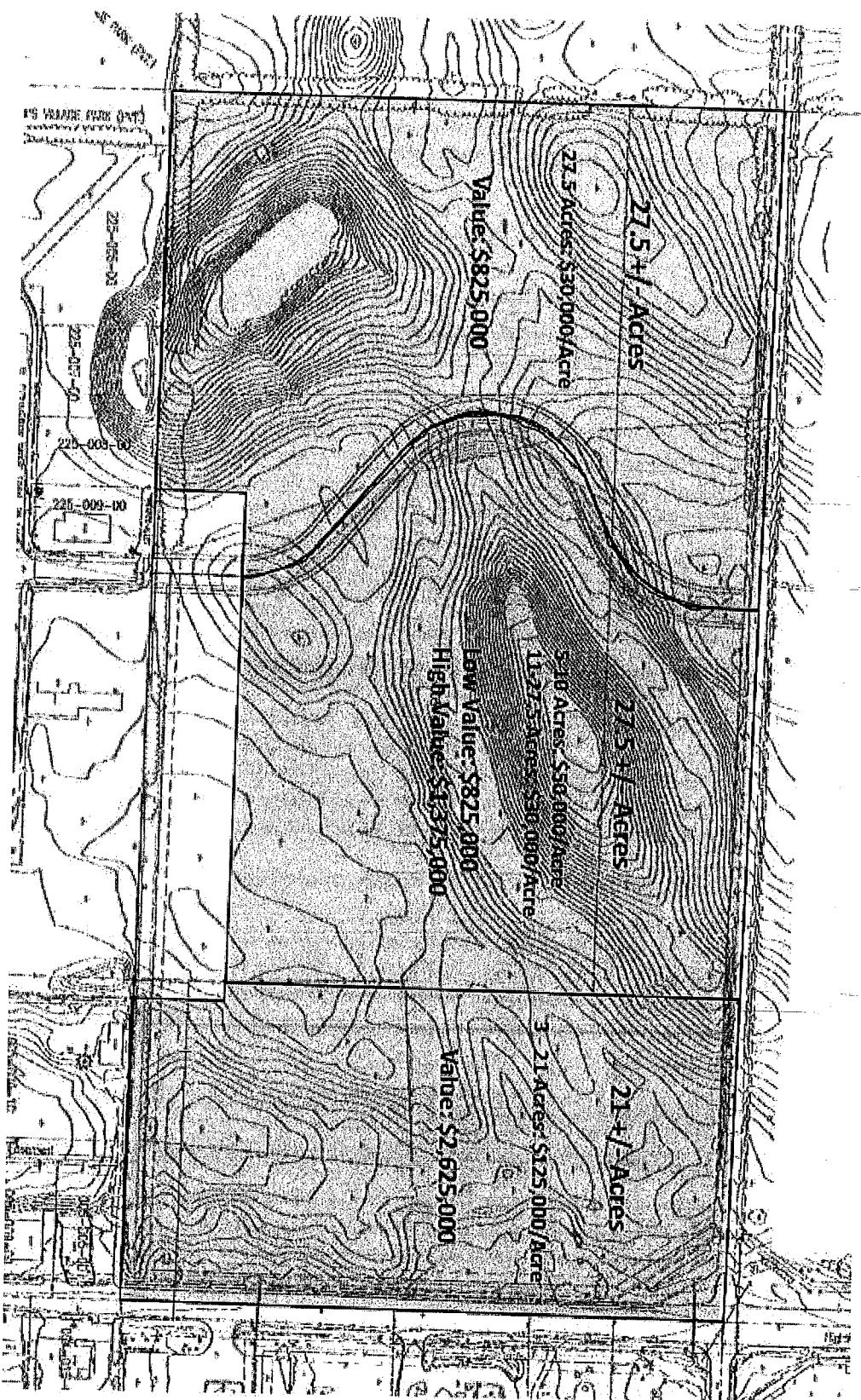
	Millages	Millage	Percent	Total Capture	Total Revenues
	Total	Allocation		\$2,147,325	\$20,390,467
<b>Blair Township</b>					
Allocated	0.8190			\$611,049	\$2,584,086
Voted - Ambulance	1.4892				
Fire and Police Assessment	2.5000				
<b>Grand Traverse County</b>					
Allocated	4.9246				
Veterans	0.1190				
Roads	0.9997				
Seniors	0.5949				
<b>BATA</b>					
	0.4978	0.4978	2.95%	\$63,263	\$267,534
<b>Library</b>					
	0.9467	0.9467	5.60%	\$120,311	\$508,788
<b>Northwestern Michigan College</b>					
Operating	1.0760	1.0760	6.37%	\$136,743	\$578,278
<b>Debt</b>	<b>0.7400</b>				
<b>Traverse City Area Public Schools</b>					
<b>School Debt*</b>	<b>3.1000</b>		0.00%		
<b>TBA/ISD</b>					
<b>Local Taxes Total</b>	2.9299	2.9299	17.34%	\$372,346	\$1,574,626
<b>State Taxes</b>					
School Operating	20.7368	16.8968	100.00%	\$2,147,325	\$9,080,902
State Educ Tax					
State Brownfield Fund	18.0000	24.0000		\$899,451	\$11,309,565
<b>Total</b>	<b>44.7368</b>	<b>40.8968</b>		<b>\$400,501</b>	
* Debt Millage not captured as part of Brownfield Plan					\$20,390,467

<p><b>Rennie School Road Redevelopment</b> Amended Brownfield Plan</p> <p>Grand Traverse County Brownfield Redevelopment Authority</p>	<p>Figure 1: Site Location</p> <p>Date: December 2018</p>
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<p><b>Rennie School Road Redevelopment Amended Brownfield Plan</b></p> <p><b>Grand Traverse County Brownfield Redevelopment Authority</b></p>	<p><b>Figure 2: Eligible Property Boundaries</b></p> <p><b>Date: December 2018</b></p>
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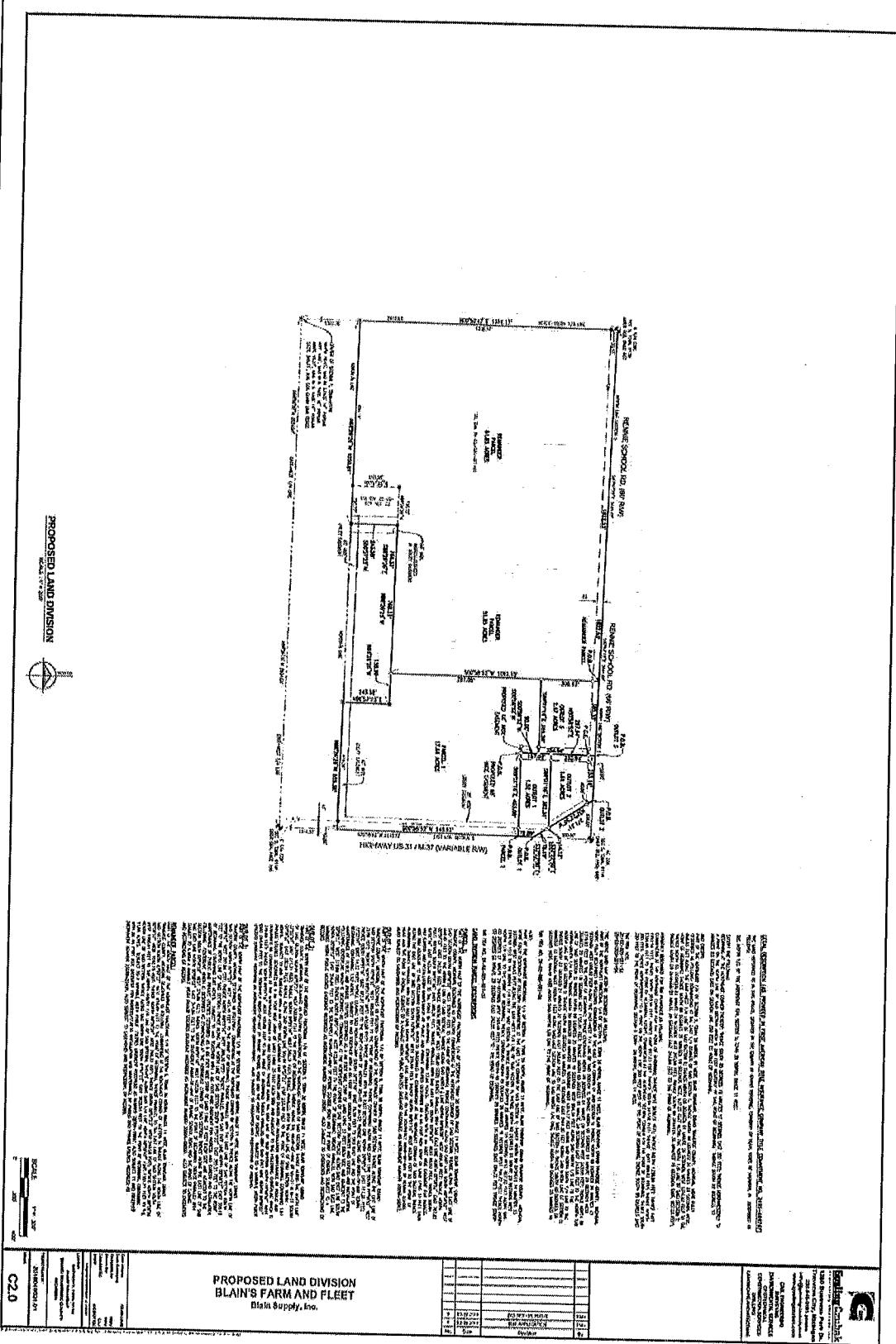


**Rennie School Road Redevelopment**  
Amended Brownfield Plan

Date: December 2018

**Figure 3: Conceptual Parcel Allocation**

**Grand Traverse County Brownfield Redevelopment Authority**



**Figure 4:** Parcel Split with Legal Descriptions

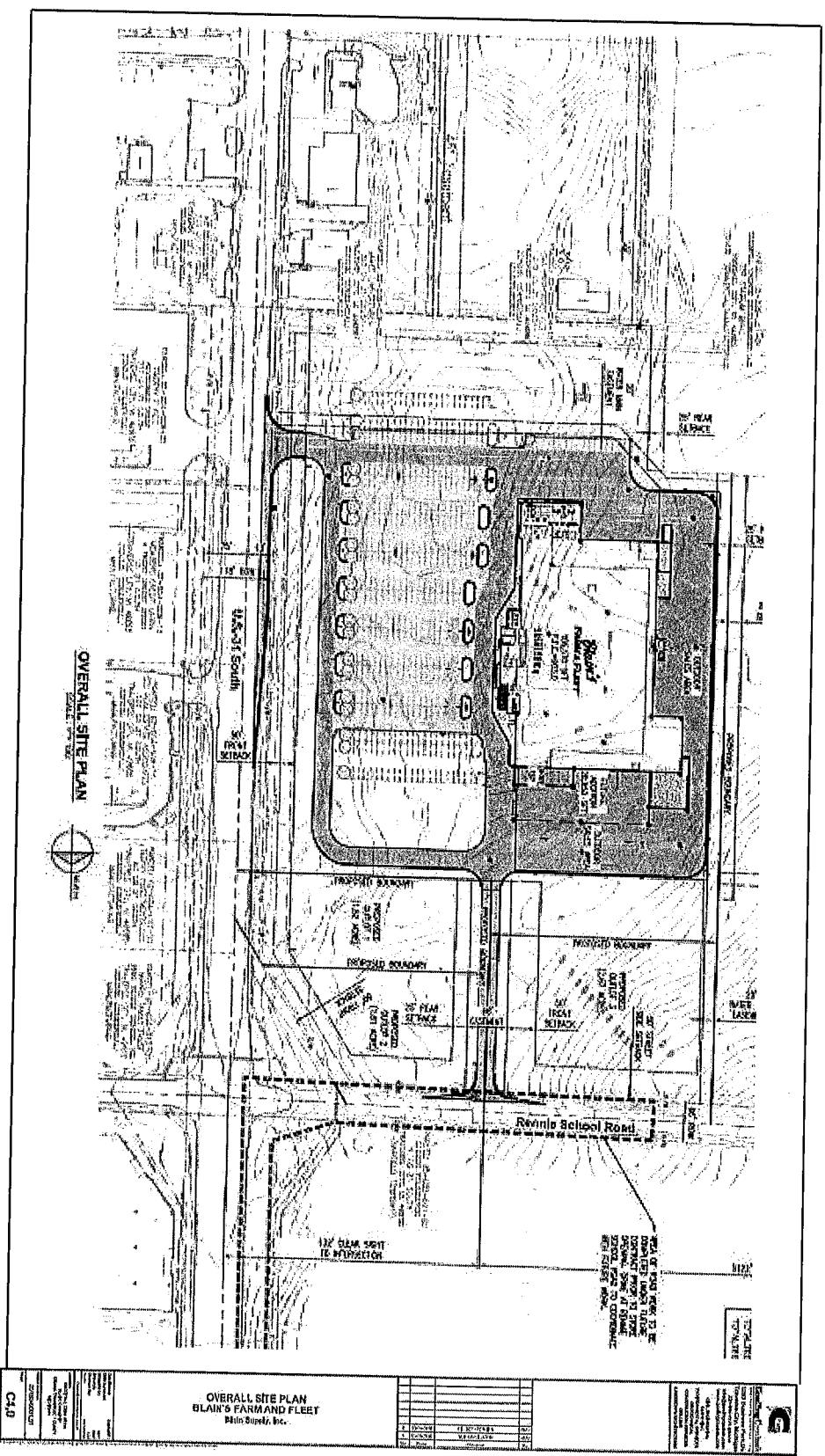
Grand Traverse County Brownfield Redevelopment Authority

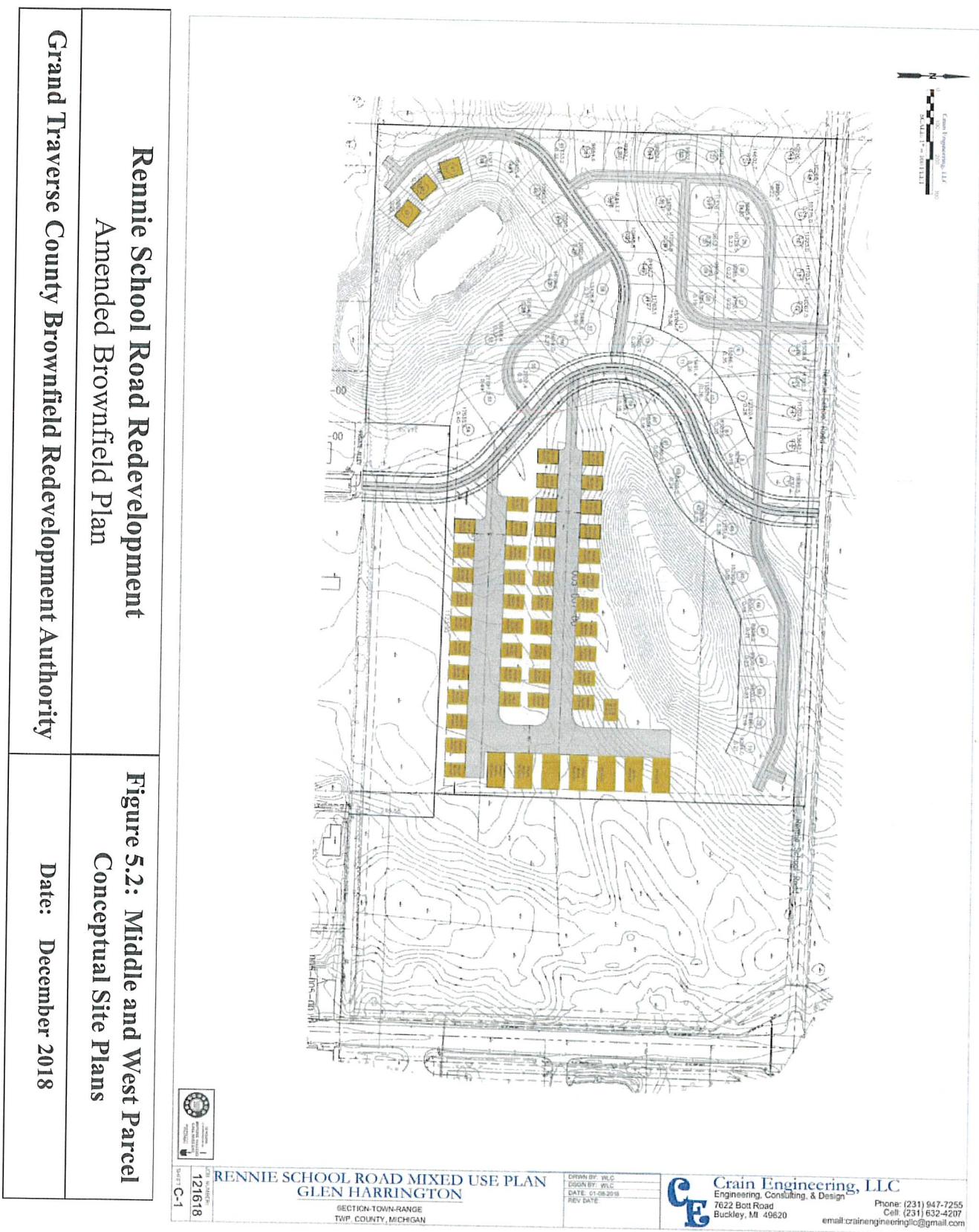
Date: November 2018

**Rennie School Road Redevelopment** Figure 5.1: East Parcel Site Plan

Grand Traverse County Brownfield Redevelopment Authority

Date: December 2018







## EXHIBIT C

## ELIGIBLE ACTIVITIES

## Brownfield Eligible Activity Invoice Summary

Rennie School Road Redevelopment - Blains Farm and Fleet  
Grand Traverse County Brownfield Redevelopment Authority

Submittal Date:

Activity	Contractor	Invoice #	Invoice Date	Amount
<b>ENVIRONMENTAL ELIGIBLE ACTIVITIES</b>				
<i>BEA Activities</i>		<b>Brownfield Plan Budget</b>		<b>\$2,500.00</b>
		<b>Act 381 Work Plan Approved Budget</b>		<b>\$2,500.00</b>
<i>Total BEA Expenses</i>				<b>\$0.00</b>
<b>TOTAL ENVIRONMENTAL EXPENSES</b>				
				<b>\$0.00</b>
Activity	Contractor	Invoice #	Invoice Date	Amount
<b>ON-ENVIRONMENTAL ELIGIBLE ACTIVITIES</b>				
<i>Demolition</i>		<b>Brownfield Plan Budget</b>		<b>\$10,500.00</b>
		<b>Act 381 Work Plan Approved Budget</b>		
Site Demolition - Removals	Molon Excavating Inc.	AIA Pay App #1		<b>\$6,000.00</b>
<i>Total Demolition Expenses</i>				<b>\$6,000.00</b>
<i>Site Preparation</i>		<b>Brownfield Plan Budget</b>		<b>\$199,812.50</b>
		<b>Act 381 Work Plan Approved Budget</b>		<b>\$0.00</b>
Geotechnical Engineering				
Grading and Land Balancing	Molon Excavating Inc.	AIA Pay App #1	7/31/2018	<b>\$183,460.50</b>
Temporary Facilities, Site Control, Protection	Molon Excavating Inc.	AIA Pay App #1	7/31/2018	<b>\$23,352.00</b>
Soft Costs				
<i>Total Site Preparation Expenses</i>				<b>\$206,812.50</b>
<i>Infrastructure</i>		<b>Brownfield Plan Budget</b>		<b>\$282,641.25</b>
		<b>Act 381 Work Plan Approved Budget</b>		<b>\$0.00</b>
Roads - Deceleration Lane US 131S	Molon Excavating Inc.	AIA Pay App #1	7/31/2018	<b>\$121,000.00</b>
Water Main - South Property Easement	Molon Excavating Inc.	AIA Pay App #7	7/31/2018	<b>\$26,447.50</b>
Water Main - South Property Easement	Molon Excavating Inc.	AIA Pay App #2	8/31/2018	<b>\$26,447.50</b>
Storm Sewer	Molon Excavating Inc.	AIA Pay App #1	7/31/2018	<b>\$108,746.25</b>
Soft Costs (directly related to Eligible Activities)				
<i>Total Infrastructure Expenses</i>				<b>\$282,641.25</b>
<b>TOTAL NON-ENVIRONMENTAL EXPENSES</b>				
				<b>\$495,453.75</b>
<i>Total Project Expenses</i>				<b>\$495,453.75</b>
		<b>Brownfield Plan Budget</b>		<b>\$495,453.75</b>