

JUNE -3 PM 2:55

CLERK/GREAT SEAL

## TRANSFER CONTRACT

This transfer contract is between the MICHIGAN INTERNATIONAL TECHNOLOGY CENTER REDEVELOPMENT AUTHORITY, a Michigan public body corporate (the "**MITC Authority**") and the MICHIGAN LAND BANK FAST TRACK AUTHORITY, a Michigan public body corporate and politic (the "**State Authority**").

The MITC Authority is a public body corporate created pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 125.501 to 125.512, by an interlocal agreement between the Charter Township of Northville Brownfield Redevelopment Authority (the "**Northville Authority**") and the Plymouth Township Brownfield Redevelopment Authority (the "**Plymouth Authority**") for the purpose of jointly exercising the powers of the two brownfield redevelopment authorities under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended, MCL 125.2651 to 125.2670 ("**Act 381**").

The State Authority is a public body corporate and politic created by section 15 of the Land Bank Fast Track Act, 2003 PA 258, as amended, MCL 124.765. The State Authority is an authority for purposes of the Land Bank Fast Track Act, 2003 PA 258, as amended, MCL 124.751 to 124.774 ("**Act 258**").

Both the MITC Authority and the State Authority are a "political subdivision" as that term is defined under 1967 (Ex Sess) PA 8, as amended, MCL 124.531 to 124.536 ("**Act 8**").

The MITC Authority wants to transfer some of its functions and responsibilities relating to the adoption and implementation of one or more brownfield redevelopment plans for property (the "**MITC Property**") located in the Charter Township of Northville ("**Northville**") and the Charter Township of Plymouth ("**Plymouth**") that is part of a redevelopment project commonly known as the Michigan International Technology Center (the "**MITC**") located within the geographic area described at exhibit A.

The State Authority wants to support the MITC and the redevelopment of the MITC Property.

To facilitate these activities, the parties want to enter into a contract with each other providing for the transfer of functions and responsibilities under Act 8.

The parties therefore agree as follows:

1. **Transfers.** (a) The following functions and responsibilities of the MITC Authority relating to MITC Property are hereby transferred from the MITC Authority to the State Authority:

- (1) employing and fixing the compensation of a director for the MITC Authority pursuant to section 6 of Act 381, MCL 125.2656, subject to the approval of the board created in section 8, with the director serving at the pleasure of the State Authority as the chief officer of the MITC Authority and performing the functions of a director under section 6 of Act 381, MCL 125.2656, including all of the following:
  - (A) acting on behalf of the MITC Authority with respect to the oversight of any plans approved pursuant to Act 381;
  - (B) overseeing the financial operations of the MITC Authority, including the preparation of budgets and providing for any audits;
  - (C) negotiating and securing funding for purposes of the MITC and related projects and brownfield plans;
  - (D) negotiating reimbursement, interlocal and other agreements with respect to the MITC and related projects and brownfield plans;
  - (E) overseeing disbursements from secured financing, including for the reimbursement of eligible costs; and
  - (F) coordinating projects and personnel among projects and brownfield plans;
- (2) the functions and responsibilities of the MITC Authority relating to a fidelity bond pursuant to section 6(1) of Act 381, MCL 125.2656(1);
- (3) employing and retaining personnel and consultants pursuant to section 6(4) of Act 381, MCL 125.2656(4); and
- (4) incurring expenses and expending money to pay or reimburse a public or private person for costs relating to the functions and responsibilities transferred to the State Authority under this section 1(a).

(b) The MITC Authority shall provide assistance to the State Authority in performing the functions and responsibilities transferred to the State Authority under this section 1 as requested by the State Authority.

(c) The State Authority may exercise the functions and responsibilities transferred under section 1(a) in coordination with other functions and responsibilities of the State Authority under Act 258 and other state law in a manner consistent with the purposes of this contract.

(d) A director employed under section 1(a)(1) will be the chief officer of the MITC Authority for purposes of section 6(1) of Act 381, MCL 125.2656(1) and the chief administrative officer of the MITC Authority for purposes of the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 124.421 to 124.440a, and the Freedom of Information Act, 1976 PA 446, as amended, MCL 15.31 to 15.246. The director shall supervise and be responsible for the preparation of plans and the performance of functions of the MITC Authority in the manner authorized by Act 381, subject to the supervision of the board created under section 8 and any approvals required by the MITC Authority under Act 381 or this contract.

(e) A director employed under section 1(a)(1) shall, if required by the MITC Authority, furnish a fidelity bond by posting a bond in the amount, if any, specified in the resolution establishing the MITC Authority. The bond must be payable to the State Authority and the MITC Authority for the use and benefit of the State Authority and the MITC Authority, approved by the Act 8 Board, and filed with the secretary of the State Authority, the secretary of the MITC Authority, the clerk of Northville, and the clerk of Plymouth. Pursuant to section 6(1) of Act 381, MCL 125.2656(1), the premium on the bond will be an operating expense of the MITC Authority.

(f) Each quarter, a director employed under section 1(a)(1) shall report to the board of the MITC Authority (1) on actions taken by the director under this contract during the prior quarterly period, and (2) as otherwise requested by the board of the MITC Authority.

(g) The parties acknowledge, except as explicitly provided in this contract, that the functions and responsibilities of the board of the MITC Authority under Act 381 for the approval of brownfield plans, contracts, agreements, reimbursement agreements, and financing documents, and for approval of costs, expenses, and disbursement of money by the board of the MITC Authority are not transferred to the State Authority by this contract.

2. **Effective Date.** The effective date of this contract is the date this contract is filed with the secretary of state under section 16 (the “**Effective Date**”).

3. **Term of Operation.** The term of operation of this contract begins on the Effective Date and ends on the earliest of either of the following:

- (1) the termination of this contract under section 9; or
- (2) September 30, 2049.

4. **Employees.** (a) The State Authority shall function as the employer of personnel and staff needed for any functions or responsibilities retained by or transferred to the State Authority under this contract. The parties intend that nothing in Act 8 or this contract create an employment relationship between the MITC Authority and any employee of the State Authority. Employees of the State Authority performing functions or responsibilities under this contract will be eligible to participate in the State Employees Retirement System and receive employment benefits in the same manner as other state employees employed by the State Authority. Personnel or staff employed by the State Authority to perform services under this contract will be subject to any applicable rules and regulations of the Michigan Civil Service Commission.

(b) The MITC Authority shall function as the employer of personnel and staff needed for any functions or responsibilities retained by or transferred to the MITC Authority under this contract. The parties intend that nothing in Act 8 or this contract create an employment relationship between the State Authority and any employee of the MITC Authority.

5. **Property.** (a) The State Authority shall use its real property, facilities, equipment, and other personal property when performing the functions and responsibilities transferred to the State Authority by this contract.

(b) The parties acknowledge that no real property, facilities, equipment, or other personal property of the MITC Authority is required for the State Authority to perform the functions and responsibilities of the State Authority by this contract.

(c) Property owned or under the control of the State Authority pursuant to this contract or otherwise, including MITC Property, is both "**Eligible Property**" (as defined in section 2(p) of Act 381, MCL 125.2652(p)) and "**Blighted**" (as defined in section 2(c) of Act 381, MCL 125.2652(c)), and the sale, lease or transfer of that property by the State Authority after inclusion in any Brownfield Plan will not result in the loss to that property of the status of Blighted property for purposes of Act 381.

(d) The parties acknowledge all of the following:

- (1) that to fully implement a "**Brownfield Plan**" for the MITC Property adopted by the MITC Authority it may be necessary for Northville or Plymouth, or both, to transfer real property owned or under the control of Northville or Plymouth, or both, that also is MITC Property to the State Authority to be controlled by the State Authority for a period of time;

- (2) that any transfer of real property from Northville to the State Authority must occur pursuant to a separate agreement between Northville and the State Authority;
- (3) that any transfer of real property from Plymouth to the State Authority must occur pursuant to a separate agreement between Plymouth and the State Authority; and
- (4) that it may be necessary to amend this contract if Northville or Plymouth, or both, transfer real property to the State Authority.

6. **Financing.** (a) The MITC Authority shall reimburse the State Authority for the costs incurred by the State Authority in performing the functions and responsibilities transferred by the MITC Authority to the State Authority under this contract (including costs for posting any fidelity bond required by section 6(1) of Act 381, MCL 125.2656(1)), from sources identified in section 11 of Act 381, MCL 125.2661, including "Tax Increment Revenues" (as defined in section 2(ss) of Act 381, MCL 125.2652(ss)), under a Brownfield Plan, subject to any limitations on the use of Tax Increment Revenues under section 13b of Act 381, MCL 125.2663b. The obligation of the MITC Authority to reimburse the State Authority under this section 6 is an obligation only of the MITC Authority from its available money, including Tax Increment Revenue, and is not an obligation of Plymouth or Northville.

(b) When exercising the functions and responsibilities transferred to the State Authority under this contract, the State Authority may transfer money of the State Authority to the MITC Authority or to another person or entity on behalf of the MITC Authority in anticipation of repayment by the MITC Authority.

(c) The State Authority may accept grants or donations, property, labor, or other things of value in connection with the performance of functions and responsibilities transferred to the State Authority under this contract.

(d) The State Authority shall assist the MITC Authority in securing financial assistance to support projects, including one or more of the following:

- (1) any approval of a brownfield plan approval by the Michigan Strategic Fund (the "MSF"), the Michigan Economic Development Corporation (the "MEDC"), or the Michigan Department of Environmental Quality (the "DEQ") required under Act 381;
- (2) any brownfield redevelopment program grant or loan issued by the MDEQ under Part 195, 196, or 201 of the Natural Resources and Environmental Protection Act,

1994 PA 451, as amended, MCL 324.19501 to 324.19513, 324.19601 to 324.19616, or 324.20101 to 324.20142;

- (3) other financial assistance from the MSF or the MEDC, or both, including assistance under the Business Development Program, the Community Revitalization Program, or the Jobs for Michigan Program pursuant to the Michigan Strategic Fund Act, 1984 PA 270, as amended MCL 125.2001 to 125.2094
- (4) the transportation economic development fund created under the Transportation Economic Development Fund Act, 1987 PA 231, as amended, MCL 247.901 to 247.913;
- (5) revenue payable to the State Authority under section 5(4)(b) of the Tax Reverted Clean Title Act, 2003 PA 260, as amended, MCL 211.1025(4)(b);
- (6) other locally-approved tax abatements, including those subject to approval by the State Tax Commission; or
- (7) any federal grant, loan, or other assistance programs.

7. **Management and Direction.** The parties acknowledge that subject to the supervision of the execution of this contract by the Act 8 Board, the State Authority has the responsibility, authority, and right to manage and direct on behalf of the public the functions and responsibilities performed by the State Authority under this contract and that the MITC Authority has the responsibility, authority, and right to manage and direct on behalf of the public the functions and responsibilities performed by the MITC Authority under this contract.

8. **Act 8 Board.** (a) A three-member joint board to be known as the "MITC Transfer Contract Supervisory Board" (the "Act 8 Board") is hereby established pursuant to section 5 of Act 8, MCL 124.535, to supervise the execution of this contract as provided in this section 8.

(b) The State Authority shall appoint one officer or employee of the State Authority as a member of the Act 8 Board. The MITC Authority shall appoint one officer or employee of the MITC Authority representing Northville as a member of the Act 8 Board. The MITC Authority shall appoint one officer or employee of the MITC Authority representing Plymouth as a member of the Act 8 Board.

(c) A member of the Act 8 Board appointed under section 8(b) serves at the pleasure of the member's appointing authority. If a member vacates the Act 8 Board, the vacancy must be filled in the same manner as the original appointment.

(d) The Act 8 Board shall act by the unanimous consent of its three members.

(e) The Act 8 Board shall comply with the applicable requirements of the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.j.

(f) The Act 8 Board may adopt bylaws for the conduct of its affairs.

(g) A director employed under section 1(a)(1), or the director's delegate, shall attend the meetings of the Act 8 Board and regularly report to the Act 8 Board on the director's activities.

(h) The execution by the State Authority of functions and responsibilities of the MITC Authority transferred to the State Authority under section 1(a) are subject to supervision by the Act 8 Board. The Act 8 Board shall transact necessary business with the State Authority and may require the State Authority to provide the Act 8 Board with information relating to the State Authority's execution of functions and responsibilities of the MITC Authority transferred to the State Authority under 1(a). The Act 8 Board shall approve both of the following:

- (1) the employing of a director for the MITC Authority by the State Authority under section 1(a)(1); and
- (2) any request by the State Authority for reimbursement by the MITC Authority under section 6(a).

9. **Termination.** (a) Subject to section 9(b), this contract terminates before September 30, 2049 upon the occurrence of one or more of the following:

- (1) joint action by the MITC Authority and the State Authority;
- (2) written notice of termination from the MITC Authority to the State Authority at least one year before the date of termination in the notice from the MITC Authority; or
- (3) written notice of termination from the State Authority to the MITC Authority at least one year before the date of termination in the notice from the MITC Authority.

(b) An obligation of the MITC Authority to pay money to the State Authority under this contract not paid when this contract is terminated will survive the termination.

10. **Modification; Waiver.** No amendment of this contract will be effective unless it is in writing, approved by the governing body of each party, and signed by each

party. No waiver under this contract will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on another occasion.

11. **Notice.** (a) For a notice or other communication under this contract to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by registered or certified mail, return receipt requested and postage prepaid.

(b) Subject to section 11(d), a valid notice or other communication under this contract will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) If it is delivered by hand, delivered by a national transportation company (with all fees prepaid), or delivered by a registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
- (2) If the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 11.

To MITC Authority: Michigan International Technology Center  
Redevelopment Authority  
44405 Six Mile Road  
Northville, MI 48168  
Attention: Chair & Vice Chair

To State Authority: Michigan Land Bank Fast Track Authority  
105 W. Allegan Street  
Lansing, MI 48933  
Attention: Director

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.



12. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract they would want the court to interpret this contract as follows:

- (1) by recognizing that the parties intend for the exercise by the State Authority of functions and responsibilities pursuant to this contract be considered an essential governmental function and benefit to, and a legitimate public purpose of the State of Michigan, the MITC Authority, the State Authority, the Northville Authority, the Plymouth Authority, Northville, and Plymouth, consistent with section 4(5) of Act 381, MCL 125.2654(5).
- (2) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable, or, if that modification is not permitted by law, by disregarding that provision;
- (3) if an unenforceable provision is modified or disregarded in accordance with this section 12, then the rest of the contract will remain in effect as written;
- (4) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- (5) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this contract, by holding the entire contract, other than an obligation of the MITC Authority to pay money to the State Authority under this contract, unenforceable.

13. **Counterparts.** If the parties sign this contract in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

14. **Governing Law.** Michigan law governs all adversarial proceedings brought by one party against the other party arising out of this contract.

15. **Entire agreement.** This contract constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other agreements, whether written or oral, between the parties.

16. **Effectiveness; Date.** This contract will become effective once all parties have approved it, signed it, and a copy is filed with the secretary of state. The date of this contract will be the date this contract is signed by the last party to sign it (as indicated by the date associated with that party's signature). If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will

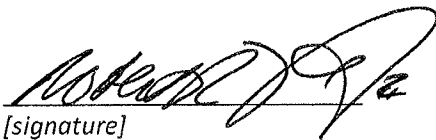
be deemed to be the date that the signing party signed this contract, and the other party may inscribe that date as the date associated with the signing party's signature.

Each party is signing this contract on the date stated opposite that party's signature.

*[SIGNATURE PAGES FOLLOW]*

MICHIGAN INTERNATIONAL  
TECHNOLOGY CENTER  
REDEVELOPMENT AUTHORITY

Date: April 29, 2019

By:   
[signature]

Name: ROBERT R. NIX

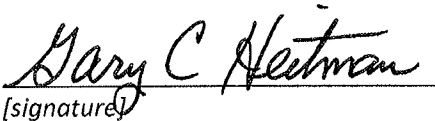
Its: CHAIRMAN  
[title]

CERTIFICATION

I, GARY HEITMAN secretary of the Michigan International Technology Center Redevelopment Authority hereby certify all of the following:

- (1) that this contract was approved and the signing of the contract by the CHAIRMAN of the Michigan International Technology Center Redevelopment Authority was authorized on behalf of the Michigan International Technology Center Redevelopment Authority by a resolution adopted at a REGULAR meeting of the Michigan International Technology Center Redevelopment Authority held on April 29, 2019;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

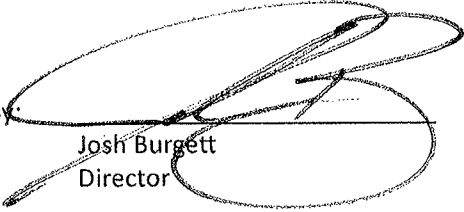
Date: April 29, 2019

  
[signature]

GARY C. HEITMAN  
[printed name]  
Secretary

MICHIGAN LAND BANK FAST  
TRACK AUTHORITY

Date: March 20, 2019

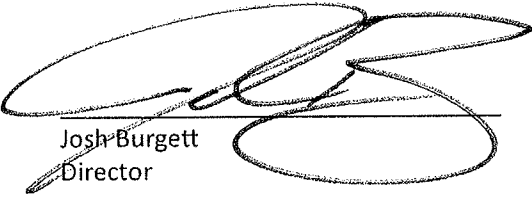
By:   
Josh Burgett  
Director

CERTIFICATION

I, Josh Burgett, director of the Michigan Land Bank Fast Track Authority hereby certify all of the following:

- (1) that this contract was approved and the signing of the contract by the director of the Michigan Land Bank Fast Track Authority was authorized on behalf of the Michigan Land Bank Fast Track Authority by a resolution adopted at a Board of Directors meeting of the Michigan Land Bank Fast Track Authority held on March 20, 2019;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: March 20, 2019

  
Josh Burgett  
Director

4844-5844-6449.10  
117214\000001

EXHIBIT A

DESCRIPTION OF GEOGRAPHIC AREA OF  
MICHIGAN INTERNATIONAL TECHNOLOGY CENTER



# MITC Redevelopment Authority District Map

