



Brownfield Redevelopment Authority
Of Jackson County
Served By The Enterprise Group

ANNUAL MEETING AGENDA
Thursday, December 7, 2023 at 7:30 a.m.
One Jackson Square, East Conference Room, 11th Floor

Call to Order

Public Comment

Consent Agenda – Items removed to be considered separately

- a) *Minutes from October 5, 2023 JCBRA Board Meeting
- b) *JCBRA Financial Statements thru November 30, 2023
- c) *JCBRA Invoice Report thru October 27, 2023

***BRA Active Project Updates**

Old Business – None.

New Business

- a. *Discuss/Approve work order #121 for Machining Momentum, located in Hanover Township, in the amount of \$24,350.
- b. *2023 End of Year Report
- c. *2024 Scope of Work
- d. Authorize JCBRA Staff to prepare recommendation to General Government Committee to renew terms for James Shotwell, Ted Hilleary, and A.J. Crownover which expire on 3/31/24, and if willing to serve another three-year term.
- e. *2024 Election of Officers
- f. *2024 EG/JCBRA Management Agreement
- g. *2024 Meeting Schedule
- h. *2024 JCBRA Budget

Director's/Staff Comments

Board Member Comments

Task Force Comments/Updates

- a) City BRA Update
- b) Fishbeck Update

Community/Public Comments

Next Meeting: Board Meeting scheduled for Thursday, January 4, 2024 at One Jackson Square, East Conference Room, 11th Floor, at 7:30 a.m

Adjourn

**indicates attachment*



Brownfield Redevelopment Authority
Of Jackson County
Served By The Enterprise Group

JCBRA Board Meeting Minutes
October 5, 2023
One Jackson Square, East Conference Room, 11th Floor

Present: (5) Brad Brelinski, AJ Crownover, Ted Hilleary, Mark Schopmeyer, and Jim Seitz

Absent: (4) Laura Schlechte, Pete Jancek, Brad Runkel, and Steve Shotwell

Task Force Partners: None

EG Staff: Andrea Clary and Alex Masten

Others: Jeff Huey, JDL and Dave Stegink, Fishbeck

Call to Order: 7:34 a.m. Treasurer Hilleary

Public Comment: None

Approve Meeting Minutes of September 7, 2023: *Motion by Mr. Brelinski to approve the meeting minutes of September 7, 2023, as presented. Supported by Mr. Schopmeyer. Approved unanimously.*

JCBRA Invoice Report: *Motion by Mr. Brelinski to approve the JCBRA Invoice Report totaling \$12,322.09 through September 01, 2023, as presented. Supported by Mr. Schopmeyer. Approved unanimously by roll call vote.*

Approve JCBRA Financial Statements through August 31, 2023: *Motion by Mr. Hilleary to approve the JCBRA Financial Statements through August 31, 2023, as presented. Supported by Mr. Brelinski. Approved unanimously by roll call vote.*

Project Updates: Project updates were included in the board packet. Ms. Masten highlighted a few projects: Jackson County Armory Commissary building roof has partially caved in, so the project has been terminated while the County Commission evaluates demolition or renovation. She also highlighted the Michigan Psychological Services project saying eligibility has been accepted by the EPA, and now the owner needs to provide plans, drawings, and a budget to help estimate taxable values.

Old Business: None to report.

New Business: Consider approval of work order #120 for Jackson District Library supplemental investigation for soil gas vapors and a possible vapor mitigation system design. The total is \$28,500. Mr. Brelinski asked if it's still a pending purchase. Mr. Huey and Mr. Stegink reported

that the closing date was moved to December, so all environmental work can be done before the closing.

Director's/Staff Comments: Ms. Masten introduced our newest staff member, Andrea Clary, to the Board.

Board Comments: None to report.

Next Meeting: The next JCBRA Board Meeting is scheduled for Thursday, November 2, 2023, at 7:30 a.m. at One Jackson Square, East Conference Room on the 11th Floor.

Adjourned: 7:43 a.m.

Respectfully submitted by Alex Masten and Andrea Clary, JCBRA Staff.

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF FINANCIAL POSITION
October 31, 2023

ASSETS

CURRENT ASSETS

CHECKING ACCOUNT	\$ 12,745.41	
TIF ACCOUNT	292,790.11	
CHECKING ACCOUNT- ZM BCRLF	153,483.98	
LOCAL BRWNF REVOLV. FUND	38,730.00	
SHORT TERM REC - ZM	<u>35,536.68</u>	
TOTAL CURRENT ASSETS		533,286.18

OTHER ASSETS

NOTE REC - ZM BCRLF	<u>384,981.30</u>	
TOTAL OTHER ASSETS		<u>384,981.30</u>

TOTAL ASSETS		<u><u>\$ 918,267.48</u></u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

A/P GENERAL	<u>\$ 8,667.40</u>	
TOTAL CURRENT LIABILITIES		8,667.40

LONG TERM LIABILITIES

COUNTY OF JACKSON LOAN	<u>117,500.00</u>	
TOTAL LONG TERM LIABILITIES		<u>117,500.00</u>

TOTAL LIABILITIES		126,167.40
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NET ASSETS

UNRESTRICTED FUND EQUITY	702,791.93	
EXCESS REVENUE OVER EXPENSE	<u>89,308.15</u>	
TOTAL NET ASSETS		<u>792,100.08</u>

TOTAL LIABILITIES & NET ASSETS		<u><u>\$ 918,267.48</u></u>
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BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITY
For the Ten Months Ending October 31, 2023

	Current Month	Year to Date
REVENUES		
EPA ASSESSMENT GRANT	\$ 12,322.09	\$ 75,977.10
TIF INCOME	49,965.76	122,587.86
OTHER INCOME - BRA	0.00	3,500.00
INTEREST INCOME - BRA	4.23	35.33
INTEREST INCOME - ZM BCRLF	38.66	362.66
INTEREST INCOME - TIF ACCT	<u>73.57</u>	<u>648.32</u>
TOTAL REVENUES	<u>62,404.31</u>	<u>203,111.27</u>
EXPENSES		
STAFF TIME - BRA - BCRLF	0.00	3,358.58
CONSULTING - BRA - BCRLF	8,667.40	80,878.66
EPA ASSESSEMENT EXPENSE - BRA	0.00	2,585.82
TIF REIMBURSEMENT EXP - BRA	0.00	26,794.06
BANK FEES - BRA	<u>51.00</u>	<u>186.00</u>
TOTAL EXPENSES	<u>8,718.40</u>	<u>113,803.12</u>
EXCESS REVENUE OVER EXPENSE	<u><u>\$ 53,685.91</u></u>	<u><u>\$ 89,308.15</u></u>

BROWNFIELD REDEVELOPMENT AUTHORITY

General Ledger

For the Period From Oct 1, 2023 to Oct 31, 2023

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
1010-BRA-000	10/1/23			Beginning Balance			12,746.18
CHECKING ACCOUNT	10/3/23	1426	CDJ	The Enterprise Group of Jackso		2,585.82	
	10/3/23	1427	CDJ	Fishbeck		9,736.27	
	10/6/23	Fishbeck/Enviro	CRJ	ASAP Grant Payment	12,322.09		
	10/16/23	Bank s/c	GENJ	Bank statement charge-Genl		5.00	
	10/31/23	Interest	GENJ	Oct interest	4.23		
				Current Period Change	12,326.32	12,327.09	-0.77
	10/31/23			Ending Balance			12,745.41
1020-BRA-000	10/1/23			Beginning Balance			281,521.78
TIF ACCOUNT	10/3/23	Open acct	GENJ	Transfer to New LBRF Acct, per guidelines		38,766.00	
	10/4/23	2023 Summer TI	CRJ	Blackman Twp	49,965.76		
	10/16/23	Bank s/c	GENJ	Bank statement charge- TIF		5.00	
	10/31/23	Interest	GENJ	Oct interest	73.57		
				Current Period Change	50,039.33	38,771.00	11,268.33
	10/31/23			Ending Balance			292,790.11
1025-BRA-000	10/1/23			Beginning Balance			150,488.93
CHECKING ACCOUNT- ZM BCRLF	10/16/23	Bank s/c	GENJ	Bank statement charge- ZM		5.00	
	10/18/23	Sept 2020	CRJ	Zimmer Marble	2,961.39		
	10/31/23	Interest	GENJ	Oct interest	38.66		
				Current Period Change	3,000.05	5.00	2,995.05
	10/31/23			Ending Balance			153,483.98
1035-BRA-000	10/1/23			Beginning Balance			
LOCAL BRWNF REVOLV. FUND	10/3/23	Open acct	GENJ	Open New Acct - transfer from TIF acct per guidelines	38,766.00		
	10/16/23	Bank fee	GENJ	Bank fee for incoming wire transfer (to open acct)		36.00	
				Current Period Change	38,766.00	36.00	38,730.00
	10/31/23			Ending Balance			38,730.00

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
1150-BRA-000	10/1/23			Beginning Balance			35,536.68
SHORT TERM REC - ZM							
	10/31/23			Ending Balance			35,536.68
1205-BRA-000	10/1/23			Beginning Balance			387,942.69
NOTE REC - ZM BCRLF	10/18/23	Sept 2020	CRJ	Zimmer Marble - Sept 2020 loan pmt		2,961.39	
				Current Period Change		2,961.39	-2,961.39
	10/31/23			Ending Balance			384,981.30
2005-BRA-000	10/1/23			Beginning Balance			-12,322.09
A/P GENERAL	10/3/23	1426	CDJ	The Enterprise Group of Jackso - Invoice: Conf reimb	2,585.82		
	10/3/23	1427	CDJ	Fishbeck - Invoice: 427437	5,616.74		
	10/3/23	1427	CDJ	Fishbeck - Invoice: 427436	252.08		
	10/3/23	1427	CDJ	Fishbeck - Invoice: 427445	3,867.45		
	10/10/23	429271	PJ	Fishbeck		180.00	
	10/10/23	429190	PJ	Fishbeck		3,687.50	
	10/10/23	429263	PJ	Fishbeck		358.50	
	10/10/23	429200	PJ	Fishbeck		4,161.40	
	10/10/23	429198	PJ	Fishbeck		280.00	
				Current Period Change	12,322.09	8,667.40	3,654.69
	10/31/23			Ending Balance			-8,667.40
2025-BRA-000	10/1/23			Beginning Balance			-117,500.00
COUNTY OF JACKSON LOAN							
	10/31/23			Ending Balance			-117,500.00
3005-BRA-000	10/1/23			Beginning Balance			-702,791.93
UNRESTRICTED FUND EQUITY							
	10/31/23			Ending Balance			-702,791.93
4815-BRA-000	10/1/23			Beginning Balance			-63,655.01
EPA ASSESSMENT GRANT	10/6/23	Fishbeck/EnviroI	CRJ	ASAP Grant Payment - Fishbeck/Envirologic		12,322.09	
				Current Period Change		12,322.09	-12,322.09
	10/31/23			Ending Balance			-75,977.10

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
4825-BRA-000	10/1/23			Beginning Balance			-72,622.10
TIF INCOME	10/4/23	2023 Summer TIF CRJ		Blackman Twp - 2023 Summer TIF		49,965.76	
				Current Period Change		49,965.76	-49,965.76
	10/31/23			Ending Balance			-122,587.86
4905-BRA-000	10/1/23			Beginning Balance			-3,500.00
OTHER INCOME - BRA	10/31/23			Ending Balance			-3,500.00
4910-BRA-000	10/1/23			Beginning Balance			-31.10
INTEREST INCOME - BRA	10/31/23	Interest	GENJ	Oct interest		4.23	
				Current Period Change		4.23	-4.23
	10/31/23			Ending Balance			-35.33
4915-BRA-000	10/1/23			Beginning Balance			-324.00
INTEREST INCOME - ZM BCRLF	10/31/23	Interest	GENJ	Oct interest		38.66	
				Current Period Change		38.66	-38.66
	10/31/23			Ending Balance			-362.66
4920-BRA-000	10/1/23			Beginning Balance			-574.75
INTEREST INCOME - TIF ACCT	10/31/23	Interest	GENJ	Oct interest		73.57	
				Current Period Change		73.57	-73.57
	10/31/23			Ending Balance			-648.32
5095-BRA-000	10/1/23			Beginning Balance			3,358.58
STAFF TIME - BRA - BCRLF	10/31/23			Ending Balance			3,358.58
5710-BRA-000	10/1/23			Beginning Balance			72,211.26
CONSULTING - BRA - BCRLF	10/10/23	429271	PJ	Fishbeck - TIF Capture professional fees thru 9/29/23 (not grant reimb)	180.00		
	10/10/23	429190	PJ	Fishbeck - Lost RR Museum prof. services thru 9/29/23		3,687.50	
	10/10/23	429263	PJ	Fishbeck - Blkman Chtr Twp professional services thru 9/29/23	358.50		

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	10/10/23	429200	PJ	Fishbeck - 137 S.Main St/JDL Project, professional services thru 9/29/23	4,161.40		
	10/10/23	429198	PJ	Fishbeck - MI Psych Services, professional services thru 9/29/23	280.00		
				Current Period Change	8,667.40		8,667.40
	10/31/23			Ending Balance			80,878.66
5720-BRA-000 EPA ASSESSEMENT EXPENSE - BRA	10/1/23			Beginning Balance			2,585.82
	10/31/23			Ending Balance			2,585.82
6005-BRA-000 TIF REIMBURSEMENT EXP - BRA	10/1/23			Beginning Balance			26,794.06
	10/31/23			Ending Balance			26,794.06
9005-BRA-000 BANK FEES - BRA	10/1/23			Beginning Balance			135.00
	10/16/23	Bank s/c	GENJ	Bank statement charge- ZM	5.00		
	10/16/23	Bank s/c	GENJ	Bank statement charge- TIF	5.00		
	10/16/23	Bank s/c	GENJ	Bank statement charge-Genl	5.00		
	10/16/23	Bank fee	GENJ	Bank fee for incoming wire transfer (to open acct)	36.00		
				Current Period Change	51.00		51.00
	10/31/23			Ending Balance			186.00



December 7, 2023 JCBRA Invoice Report

US EPA Assessment Grant::

Hazardous and Petroleum Portions	AMOUNT
Revenue	\$300,000.00
<u>Expenses:</u>	
Fishbeck – Blackman Township Project through 9/29/2023:	\$358.50
Fishbeck – J.D.L. Project expenses through 9/29/2023:	\$4,161.40
Fishbeck – J.D.L. Project expenses through 10/27/2023	\$2,249.55
Fishbeck – Commissary PFET Project expenses through 10/27/2023:	\$75.50
Fishbeck – Lost RR Museum expenses through 9/29/2023	\$3,687.50
Fishbeck – Lost RR Museum expenses through 10/27/2023	\$158.25
Fishbeck – MI Psych Services expenses through 9/29/2023	\$280.00
Fishbeck – USEPA Grant Programmatic Activities through 10/27/2023	\$405.00
Total Expenses for approval:	\$11,375.70
Total GRANT spent to date:	\$228,997.58
Available GRANT balance:	\$ 71,002.42

ZM BCRLF LOAN STATUS/ACTIVITIES:

FUND CATEGORY	AMOUNT
Revenue	
Original Zimmer Marble BCRLF Loan <i>Balance as of 11/28/2023: \$414,595.20</i>	\$800,000.00 (Current through 12/01/2020)
<u>Expenses:</u> None to report.	
Total Expenses:	\$0

TIF Account Expenses:

Fishbeck for TIF Capture related expenses through 9/29/2023: \$180.00

TOTAL TIF Account Expenses: \$180.00

Total to be approved by the JCBRA Board of Directors on 12/07/2023: \$11,555.70

Scope of Services

Contract for Professional Services
Jackson County Brownfield Redevelopment Authority
Applicable to Agreement February 7, 2019
Work Order No. 121 Dated November 27, 2023

Between

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)
ONE JACKSON SQUARE
JACKSON, MICHIGAN 49201

And

FISHBECK
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048

Subject: Machining Momentum, 433 Condad, Blackman TWP
Funding: EPA Assessment Grant – Hazardous Substances

CLIENT requests that FISHBECK perform the following in accordance with the terms of the above-referenced Agreement and as described in this "Scope of Services." FISHBECK will begin work on this Work Order and complete the services as described in the attached "Scope of Services." FISHBECK and CLIENT have designated the following representatives for this "Scope of Services":

David A. Stegink 269.544.6977
Name (FISHBECK) Phone

Alex Masten, Executive Director 517.788.4455
Name (CLIENT) Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the FISHBECK Representative above.

ACCEPTED AND AGREED TO:

JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

FISHBECK

By: Alex Masten
Title: Executive Director

By: David A. Stegink
Title: Vice President – Brownfield Program Manager

Signature: _____

Signature:  _____

Date: _____

Date: 11/27/2023 _____

I. Scope of Work

Background

Machining Momentum of Hanover, MI wishes to acquire an industrial property in Blackman TWP for use to help expand their business. The site is a former Machine Shop (Waller Machine).

Scope of Work

Fishbeck will secure eligibility for the site.

We will conduct a Phase I Environmental Site Assessment in accordance with the requirements of the ASTM E1527 standard and the rules for All Appropriate Inquiry.

We anticipate that the Phase I ESA will identify Recognized Environmental Conditions that necessitate further assessment. To keep progress on the project moving forward, this work order also considers a conceptual Phase II Environmental Site Assessment. Fishbeck will prepare the Sampling and Analysis Plan and Health and Safety Plan for U.S. EPA approval.

Fishbeck will install soil borings and vapor pins as appropriate to evaluate site conditions. We will sample soil and groundwater for potential contaminants as appropriate including volatile organic compounds, polynuclear aromatic hydrocarbons, metals, PCBs, and/or PFAS. If appropriate, we will sample soil gas beneath the building for volatile organic compounds using EPA Method TO-15.

As appropriate, we will prepare a Phase II Environmental Site Assessment report or Baseline Environmental Assessment. A Due Care Document will be prepared and upon completion of the work, ACRES will be updated.

II. Compensation

Compensation for services provided under this Work Order will be invoiced at the rates shown in the Master Services Agreement between FISHBECK and CLIENT and completed on a time and materials basis.

Phase I ESA

Professional Services.....	\$ 3,000
Expenses	\$ 350
Subtotal	\$ 3,350

Phase II ESA (if required):

Field Staff	\$ 4,000
Drilling Expense.....	\$ 3,000
Field Expenses.....	\$ 1,000
Analytical Expenses.....	\$ 8,000
Project Reporting	\$ 5,000
Subtotal:	\$ 21,000

TOTAL.....	\$ 24,350
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III. Schedule

We will initiate project activities immediately. We envision initial field work will be completed in 2023 and first quarter 2024



Brownfield Redevelopment Authority
Of Jackson County

Served By The Enterprise Group

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Project Funding Application

The Jackson County Brownfield Redevelopment Authority (JCBRA) administers several Brownfield Redevelopment programs in Jackson County. Funding may be available for certain eligible activities including: Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Plans, Clean-up Planning and Clean-up activities. This application (also found on the web site at <http://enterprisegroup.org/partners/jcbra>) has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Jackson County. Project funding will be considered by the JCBRA on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration is listed on page 15 of this application. Based on a review of a completed application, you will be contacted within 10 business days to discuss the next steps in the process or if additional information is needed. Applicants must submit a completed and signed Project Funding Application to JCBRA Staff with a non-refundable fee, as follows:

Project Investment	Application Fee
\$100,000	\$ 500
\$100,001 to \$500,000	\$1,250
Over \$500,001	\$2,500

Please provide information in the areas listed below, if available. (Attach additional pages if needed)

1. Date of Application: 11/24/2023

Business Information:

2. Name of Applicant: Shane Grant

3. Name of Project: Environmental Study

4. Business Address: 9097 Luttinton Rd, Hanover 49241

5. Business Telephone Number: 517-524-2000

6. Contact Person(s): Shane Grant Title: President
7. Contact Person(s) Telephone Number: 517-524-2000
8. Contact Person(s) Fax Number: N/A
9. Contact Person(s) Email Address: sgrant@machiningmomentum.com
10. Entity Type: Proprietorship Partnership Corporation
 Other (specify): _____
11. Describe nature and history of business: Precision CNC
machine shop. Established in 2015
12. List similar projects developed over the last five years (if any): N/A
13. Key Project Contacts:
- Bank/Financing: County National Bank
- Attorney: Kyser Law, PLC
- Accountant: Bailey Hodshire & Co. PC
- Others: _____

Project Information: (Attach maps, site plans, etc., if available. List as attachments at the end of the completed application)

14. Address(es) (if known): 433 Condad Ave, Jackson 49202
15. Tax ID(s) (if known): 000-08-32-432-007-00
16. Present Owner(s): Estate of John Russell Waller
17. Date Present Owner(s) Acquired Property (if known): N/A

18. Does applicant have land control: No Yes

If yes, please describe (owner, lessee, option or purchase agreement, etc.):

Purchase Agreement

19. Does the project comply with local zoning and other land use requirements? No Yes

If no, please describe processes being undertaken to address local government concerns: _____

20. Any currently known environmental issues? NO

21. Is applicant a liable party for environmental issues at site? No Yes

22. Is access to site permitted? No Yes

23. Project type: New Relocation Expansion Rehabilitation

24. Project Description: Provide a short project description below, and **attach more detail and/or a Business Plan**, if available. This is an old manufacturing facility that needs major updates to make it operational. I plan on updating all electrical, plumbing and cosmetic aspects of the building to make it a first class machining operation.

25. Project Size: Parcel size (acres): .24 Acres

Existing building area (square feet): 4,672 sq ft

New building area (square feet): _____

26. Is project in one of the following (please check those that apply)?

- | | |
|---|---|
| <input type="checkbox"/> Downtown Development District | <input type="checkbox"/> Renaissance Zone |
| <input type="checkbox"/> Local Development Finance Authority District | <input type="checkbox"/> Smart Zone |

27. Project timeline (Proposed or Actual – circle one):

Start date: December 2023 Completion Date: TBD

28. Does the project have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income; sustainability features; creation or preservation of green space; energy conservation measures; alternative energy techniques; other unique environmental factors? (Please explain): Yes, this project will create an opportunity to develop a new modern manufacturing facility that supports Industry 4.0
29. As an applicant for this funding, you are being asked to demonstrate how your project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities is provided as part of this application. Within two-years after the project is deemed complete, the applicant will be asked to state how their project has provided a public benefit. This building is run down and needs someone to come in with a vision to restore and upgrade it to working order.
30. Additional materials (Please check those items that are available and attach to your application, if possible)
- Business Plan Financial Commitments Architectural/Site Plans
 Market Analysis Environmental Information/Reports
 Rezoning Approvals

Tax Base Information:

31. Total Investment Anticipated: \$ 97,000

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

32. Eligible activities for which potential funding may be sought:
- Phase I ESA Phase II ESA BEA Due Care
 Clean-up Planning Brownfield Plan
 Other (describe)

All of the above, if applicable

33. Current Taxable Value: \$ 50,600

34. Estimated Taxable Value after Project Completion, if known: \$ N/A

Employment Information:

35. Full Time Equivalent (*FTE) Employees:

FTE Jobs Retained: 2 FTE Jobs Created: 2

**FTE example: 3 employees work 50 hours, 40 hours, and 10 hours respectively, in a week. Total hours worked is 100 divided by 40 hours = 2.5 FTE.*

36. APPLICATION VALIDATION:

List of attachments included with this application:

- a. Property Description
- b. Purchase Agreement
- c. CMB Approval Letter
- d. _____
- e. _____

37. I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party. Further, I certify that:
- a. The proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements;
 - b. The proposed project will have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income, sustainability features, creation of green space, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, and/or other unique environmental factors; and
 - c. The proposed project will demonstrate how the project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities will be provided to the applicant. Within two-years after the project is deemed complete, the applicant will be asked to provide a letter to the JCBRA stating how their project has provided a public benefit.

Signature Shane Grant

Date 11/24/2023

Title President

Direct Office or cell phone number (517)-524-2000

Email address sgrant@machiningmomentum.com

If you have questions regarding the application, please contact:

Alex Masten, JCBRA Executive Director
100 E. Michigan Avenue, Suite 1100
Jackson, Michigan 49201

Office Phone: (517) 788-4458

Cell Phone: (517) 262-4799

E-mail: amasten@enterprisegroup.org

Current as of 04/01/2020

433 CONDAD AVE JACKSON, MI 49202 (Property Address)

Parcel Number: 000-08-32-432-007-00 Location ID: COND-000433-0000-01



Item 1 of 1 1 Image / 0 Sketches

Property Owner: WALLER MACHINE CO

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: N/A
 - # of Buildings: 2
 - Total Sq.Ft.: 5,472
- > Property Tax information found
- > Utility Billing information found
- > Assessed Value: \$50,600 | Taxable Value: \$50,600
- > 1 Building Department records found

Access additional record information for a small convenience fee. *

> Additional areas of information include: *Building Department*

Show Purchase Options

* Additional record information is free for all homeowners, click the 'Show Purchase Options' button for more information.

Owner and Taxpayer Information

Owner	WALLER MACHINE CO 433 CONDAD AVE JACKSON, MI 49202-3911	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2023

Property Class	301 INDUSTRIAL-IMPROVED	Unit	01 BLACKMAN TOWNSHIP
School District	JACKSON PUBLIC SCHOOLS	Assessed Value	\$50,600
MAP #	Not Available	Taxable Value	\$50,600
USER NUM IDX	0	State Equalized Value	\$50,600
USER ALPHA 1	Not Available	Date of Last Name Change	07/21/2021
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
USER ALPHA 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$49,300	\$49,300	\$49,300
2021	\$52,100	\$52,100	\$49,033
2020	\$52,800	\$52,800	\$48,357

Land Information

Zoning Code	I-1	Total Acres	0.240
Land Value	\$8,600	Land Improvements	\$10,631
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	Not Available	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

Building Information - 4672 sq ft Industrial - Light Manufacturing (Commercial)

Floor Area	4,672 sq ft	Estimated TCV	\$69,291
Occupancy	Industrial - Light Manufacturing	Class	C
Stories Above Ground	1	Average Story Height	12 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	No Data to Display	Year Remodeled	1970
Percent Complete	100%	Heat	Zoned A.C. Warm & Cooled Air
Physical Percent Good	42%	Functional Percent Good	90%
Economic Percent Good	95%	Effective Age	43 yrs

Building Information - 800 sq ft Apartment (Commercial)

Floor Area	800 sq ft	Estimated TCV	\$15,723
Occupancy	Apartment	Class	D,Pole
Stories Above Ground	1	Average Story Height	8 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	No Data to Display	Year Remodeled	No Data to Display
Percent Complete	100%	Heat	Package Heating & Cooling
Physical Percent Good	40%	Functional Percent Good	90%
Economic Percent Good	95%	Effective Age	52 yrs

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.



DISCLAIMER

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H. William Freeman

Freeman Cotton & Gleason PLC

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Bloomfield Hills, MI 48304

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Fax 248-642-6460

wfreeman@fcgplc.com

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 27th day of September, 2023, by and between Estate of John Russell Waller, a an estate [entity type and state organized] ("**Seller**"), whose address is 433 Condad Ave, Jackson, Blackman Township [municipality], Michigan, 49202 [zip], and Machining Momentum, LLC, a [entity type and state organized], ("**Purchaser**"), whose address is 9097 Luttenton Road, Hanover [municipality], MI [State], 49241 [zip code], in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the City or Township of Blackman, County of Jackson, Michigan, commonly known as 433 Condad Avenue, and further described as: Tax ID#000-08-32-432-007-00. LOTS 37 AND 38 WILDWOOD TERRACE, or see attached legal description as **Exhibit A**; together with all land division splits as provided under the Michigan Land Division Act as revised March 31, 1997 (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit B** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be One Hundred Thirty Nine Thousand Dollars & 00/100 (\$139,000.00) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT. The purchase price shall be paid as indicated by an "X" placed in the appropriate box below, with initials of Seller and Purchaser acknowledging Purchaser's method of payment, while the other unmarked terms of purchase shall not apply.

Cash. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

New Mortgage. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein, contingent upon Purchaser's ability to obtain a loan acceptable to Purchaser in Purchaser's sole discretion. Purchaser shall apply for financing immediately. If Purchaser does not deliver to Seller on or before 11/15/2023, proof that Purchaser has accepted a loan commitment, Seller may thereafter at any time treat this contingency as not having been satisfied and may terminate this Agreement by written notice to Purchaser, with the return of Purchaser's Deposit, unless Purchaser has waived this contingency in writing prior to the date set forth in this Section.

Contract. Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller pursuant to the terms and conditions stated in the attached Land Contract Agreement or the attached Purchase Money Mortgage (either hereafter referred to as "Contract"), upon performance by Seller of the closing obligations specified herein. This Contract shall provide for a down payment of \$_____ and payment of the balance of \$_____ in _____ installments of \$_____, or more, at Purchaser's option, including interest at the rate of _____ percent (____%) per annum, computed monthly, amortized over _____ (____) years, with interest to start on the closing date and the first payment to become due within _____ (____) days after the closing date. The entire unpaid balance will become due and payable _____ (____) months after closing. Seller understands that the consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under any mortgage or land contract to which the Property is subject, unless otherwise agreed to by its mortgage or land contract holder.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with American Title, as Seller's Broker; or Purchaser's Broker; or the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Hundred Dollars and 00/100 (\$500.00) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the



absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have 21 _____ (____) [insert # of days allowed for due diligence] days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

- (a) **Survey:** Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller or Purchaser. (Or a mortgage survey if required by lender)
- (b) **Title Insurance:** Within ten (10) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; or without Standard Exceptions (the "Commitment"), from American Title Company of Jackson (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within thirty (30) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.
- (c) **Objections to Title and Survey.** In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have 45 _____ (____) [insert # of days allowed] from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

- (b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within thirty (30) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of American Title Company of Jackson and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: (i) ten days following the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 *et seq* to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. ~~The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a "due date" basis.~~ All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.
- (b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.
- (c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at

Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.
- (g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.
- (h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.
- (i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).
- (j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.
- (k) **Mechanics and Materialmen.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) **Authority Purchaser:** (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.
- (b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by

Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within fifteen (15) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

- (a) The Warranty Deed, Land Contract or Assignment of Land Contract required by Section 3 of this Agreement.
- (b) A bill of sale for any Personal Property and/or Improvements.
- (c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.
- (d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.
- (e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.
- (f) Any other documents required by this Agreement to be delivered by Seller.
- (g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.
- (h) Other: _____

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

- (a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
- (b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
- (c) Any other documents required by this Agreement to be delivery by Purchaser.
- (d) Other: _____

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

If to Purchaser:

Name:	Machining Momentum, LLC/Shane & Sara Grant
Address:	9097 Luttenton Road, Hanover, MI 49241
Address:	



Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	RE/MAX MID-MICHIGAN/Stephanie B. Mortimer
Address:	2300 W Michigan Ave, Jackson, MI 49202
Address:	
Telephone:	517-812-3173
Facsimile:	
Email:	stephanie@stephaniebosanac.com

If to Seller:

Name:	Estate of John Russell Waller
Address:	433 Condad Ave, Jackson, MI 49202
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	RE/MAX MID-MICHIGAN/Stephanie B. Mortimer
Address:	2300 W Michigan Ave, Jackson, MI 49202
Address:	
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is Stephanie Bosanac-Mortimer/RE/MAX and is acting as: an agent of the Purchaser; or an agent of the Seller; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller; and (ii) Seller's real estate agent is Stephanie Bosanac-Mortimer and is acting as: an agent of the Seller; or an agent of the Purchaser; or as a disclosed transaction coordinator, with written, informed consent of both Purchaser and Seller.

Stephanie Bosanac-Mortimer is acting as a dual agent with written informed consent of both Purchaser and Seller

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Seller agrees to pay a brokerage fee equivalent to \$7% of sales price, promptly at and subject only to closing. Unless otherwise previously agreed, the parties agree that the brokerage fee may be shared between the parties' brokerage agents, in such amount as the recipients may decide. The parties acknowledge that other than the parties' real estate agents

Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

Addendum 1-Disclosure of Information is attached and made part of this purchase agreement.

Taxes are to be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of closing shall be paid by the seller. Taxes which are first billed in the year of closing shall be prorated so that seller shall pay taxes from the first of the year to closing date and buyer shall pay taxes for the balance of the year, including the date of closing.



Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:

Witnesses:

By: Shane Grant dotloop verified 09/29/23 2:17 PM EDT YEO6-WHEU-RDBU-KMVU

[Empty signature box]

Its: _____

By: Sara Grant dotloop verified 09/29/23 5:52 PM EDT U1C6-PBGY-ANEG-FGWY

[Empty signature box]

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this 27th day of October, 2023, at 4:00 (AM) (PM) with the following conditions:

Closing to be on or before 12-22-23

_____ ; or without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the 28th of October, 2023, at 5pm (AM) (PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:

Witnesses:

By: Jeanne Roderick PR

[Empty signature box]

Its: _____

By: [Empty signature box]

[Empty signature box]

Its: _____

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then become the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20____, at _____ (AM/PM)

For Purchaser:

Witnesses:

By: *Shane Grant* dotloop verified 10/28/23 4:24 PM EDT WBA-EESR-JXSU-VDQY

Its: President

By: *Sara Grant* dotloop verified 10/28/23 6:21 PM EDT NQND-EP3O-GEFX-UWQQ

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By (Purchase or Seller)	Attached By (Date)
Exhibit A	Property Survey and/or Legal Description	Seller	09/27/2023
Exhibit B	Personal Property	Seller	10/05/2023
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

F:\docs\CBOR\D-Commercial Purchase Agreement 2.doc

PropertyAddress: 433 Condad Avenue, Jackson, MI 49202

4. **INVESTIGATE SCHOOLS:** If the quality or suitability of school facilities is material to the Buyer, the Buyer should obtain information directly from the appropriate school district.

5. **SEX OFFENDERS REGISTRATION ACT:** The Sex Offenders Registration Act, (AN ACT to require persons convicted of certain offenses to register; to prohibit certain individuals from engaging in certain activities within a student safety zone; to prescribe the powers and duties of certain departments and agencies in connection with that registration; and to prescribe fees, penalties, and sanctions.) MCL 28.721et seq., directs the Michigan State Police to develop and maintain a public registry and provides guidelines on the type of offender information available to the public. The legislature has determined that a person who has been convicted of committing an offense covered by this act poses a potential serious menace and danger to the health, safety, morals, and welfare of the people, and particularly the children, of this state. Please visit this registry website at <http://www.mipsor.state.mi.us/>.

6. **ZONING, BUILDING AND OTHER USE RESTRICTIONS:** It is the Buyer's responsibility to verify from the appropriate city, county and state authorities that zoning, building and other use restrictions are compatible with Buyer's intended use of the property.

7. **FLOOD HAZARD DISCLOSURE:** Buyer(s) should review Seller's Disclosure Statement where Seller has revealed their knowledge or lack thereof, as it pertains to flood insurance; flooding or inadequate drainage on subject property. Special Flood Hazard areas or government designated flood plains do exist. Buyer is advised that lenders may annually require flood plain insurance as a condition of procuring a mortgage. In a non – mortgage transaction, Buyer(s) are advised to determine whether property is in a flood plain or obtain flood plain certification. If the property is deemed to be in a flood plain, Buyer is advised to purchase flood insurance.

8. **PROPERTY SURVEYS:** If exact boundary lines of the property are material to either the decision to purchase or the amount of the purchase price, the parties should arrange to have a boundary/staked survey completed by a licensed land surveyor. A boundary/staked survey discloses the property's corners and verifies the location of existing corner markers or monuments, the location and distant of measurements for all buildings and other physical improvements as they relate to the property lines as well as the property boundary lines, and the physical location of any known encroachments, utility easements and other matters. Staked surveys may be used by a title company to issue an owner's title policy without exceptions. A mortgage report shows only the approximate location of the improvements or buildings and visible encroachments on the property, but does not show dimensions from buildings or improvements to property lines.

9. OTHER:

Empty rectangular box for additional information.

<i>Shane Grant</i>	dotloop verified 09/29/23 2:17 PM EDT BNFW-QRFL-BJ62-FCBN	<i>Sara Grant</i>	dotloop verified 09/29/23 5:52 PM EDT FNS1-WF7B-CWN3-PVZ1	
BUYER		BUYER		DATE

<i>Joanna Roserick</i>	PR		
SELLER		SELLER	DATE



dotloop signature verification: dtp.us/dm/4-61-rs-2CSV

Exhibit A

The land referred to is situated in the Township of Blackman, Jackson County, Michigan described as follows: Lots 37 and 38, Wildwood Terrace, according to the recorded plat thereof, as recorded in Liber 7 of Plats, Page 29, Jackson County Records.


09/29/23
2:17 PM EDT
dotloop verified


09/29/23
5:52 PM EDT
dotloop verified


PR



Parcel Report - Parcel ID: 000-08-32-432-007-00

9/27/2023



Owner Name WALLER MACHINE CO
Owner Address 433 CONDAD AVE
 JACKSON, MI 49202-3911
Homestead 0
Parcel Address 433 CONDAD AVE
 JACKSON, MI 49202
Property Class 301 - INDUSTRIAL
Status Active
Acreage 0.24
Gov't Unit Blackman
Tax Unit Blackman
School District JACKSON PUBLIC SCHOOL
Liber/Page

	2021	2022	2023
Taxable Value	\$49,033	\$49,300	\$50,600
Assessed Value	\$52,100	\$49,300	\$50,600

Tax Description:
 LOTS 37 AND 38 WILDWOOD TERRACE

sj

sj

PR



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





Dual Agency Agreement



Broker/Salesperson ("Broker"): RE/MAX MID-MICHIGAN

Seller: Estate of John Russell Waller

Buyer: Machining Momentum, LLC

Property: 433 Condad Avenue, Blackman, MI 49202

Seller and Buyer acknowledge that in connection with the possible sale/purchase of the Property, Broker will be acting as a disclosed dual agent of both the Seller and the Buyer. This is true even if one of the Broker's salespersons is working more closely with the Seller and the other more closely with the Buyer. As a dual agent of both the Seller and the Buyer, Broker will be working equally for both parties to the real estate transaction and will provide services to complete the transaction without the full range of fiduciary duties owed by a buyer's agent and a seller's agent. By working with a dual agent, Buyer and Seller are giving up their rights to undivided loyalty, and will be owed only limited duties of disclosure, obedience and confidentiality.

Broker will prepare and present offers and/or counteroffers at the direction of the Seller or Buyer. In the preparation of the offers and counteroffers, Broker will act as an intermediary rather than as an active negotiator for either party. In the event a purchase agreement is entered into between Seller and Buyer, Broker will assist both parties in undertaking all steps necessary to carry out the agreement such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

Seller and Buyer acknowledge that Broker is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer for either party.

As a dual agent, Broker will not disclose any information as to either parties' motivation or any other information that one party has not authorized Broker to disclose to the other party. To avoid any possibility of misunderstanding, however, Seller and Buyer agree not to disclose any confidential information to Broker.

Prior to entering into this Agreement, Broker had acted as:

- listing agent for Property
- selling agent for Property
- buyer's agent for Buyer
- other:

Notwithstanding the terms of any contract between Broker and Seller or Buyer as provided above, Seller and Buyer hereby release Broker from any fiduciary duties inconsistent with the terms of this Dual Agency Agreement. Broker will preserve all confidential information obtained during any prior agency relationship and will not use such confidential information to the detriment of the former client.

In the event Buyer shall purchase the Property from Seller, Broker will be compensated in the amount of _____, or _____ % of the purchase price of the Property, such compensation to be paid by:

- Seller
- Buyer
- Both (Seller _____ %, Buyer _____ %)

SELLER (S)
Keana Koderick PR

BUYER (S)
ve Grant
dotloop verified
09/29/23 2:17 PM EDT
NGK8-IDUW-SIBJ-RFB5

Sara Grant
dotloop verified
09/29/23 5:52 PM EDT
JBJP-KMK8-WWIG-WYU3

Date: _____

Date: _____

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Exclusive Buyer Agency Contract (Short Form – Designated Agency)



UU

Brokerage Firm: RE/MAX Mid-Michigan Real Estate (“Brokerage Firm”)

Designated Agent(s): Stephanie Bosanac-Mortimer (“Designated Agent”)

Designated Agent(s) Email Address: stephanie@stephaniebosanac.com

Designated Agent(s) Phone # 517-812-3173 Designated Agent(s) Facsimile # _____

Supervisory Broker: Deborah D. Crownover

Buyer(s): Shane & Sara Grant Machining Momentum, LLC (“Buyer”)

Buyer’s Home Address: _____ Buyer’s Phone # _____

Buyer’s Email Address: _____ Buyer’s Facsimile # _____

- PURPOSE:** Brokerage Firm and Buyer hereby designate the agent(s) listed above as the Buyer’s Designated Agent to assist Buyer in purchasing real estate. Buyer shall have an agency relationship with ONLY Brokerage Firm and the Designated Agent and the Supervisory Broker named above. **Brokerage Firm shall be compensated by the seller or the listing broker.** Buyer acknowledges that neither Designated Agent nor Supervisory Broker is acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that Buyer should contact professionals on these matters.
- TERM/CANCELLATION:** This Agreement is entered into this 27th day of September, 2023. This Agreement shall expire on _____, 20_____. This Agreement may be cancelled only by the mutual consent of the parties in writing.
- CONFIDENTIAL INFORMATION:** Designated Agent and Supervisory Broker will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship.
- CONFLICT OF INTEREST (BUYERS):** Buyer acknowledges that Designated Agent may represent other Buyers desirous of purchasing property similar to the desired property.
- CONFLICT OF INTEREST (SELLERS):** In the event Buyer elects to make a bona fide offer on real property listed by Designated Agent, Designated Agent shall act as disclosed dual agent of both Buyer and the seller pursuant to a written agreement.
- NON-DISCRIMINATION:** It is agreed by Brokerage Firm and Buyer, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the purchase of the desired property is prohibited.
- ELECTRONIC COMMUNICATIONS:** The parties agree that this agreement, any modification of this agreement and any written communication in connection with this agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted.
- ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.

9. **OTHER:** Contract includes a \$250 transaction fee
For property located at 433 Condad Ave, Jackson, MI

10. **RECEIPT:** Buyer has read this Agreement and acknowledges receipt of a completed copy of this Agreement.

Stephanie Bosanac-Mortimer
dotloop verified
10/28/23 4:02 PM EDT
FLDN-HOPT-QK2M-2CKI
(REALTOR)

Shane Grant
dotloop verified
09/29/23 2:17 PM EDT
NZ1Z-EB5W-BCWA-JWIV
(Buyer)

For: RE/MAX Mid-Michigan Real Estate
(Brokerage Firm)

Sara Grant
dotloop verified
09/29/23 5:52 PM EDT
25E1-75CW-OR6G-5J8Q
(Buyer)

Date: _____ Date: _____

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ADDENDUM TO: PURCHASE AGREEMENT
 LISTING CONTRACT
 LEASE AND/OR OPTION AGREEMENT

ADDENDUM NO. 2

DATED 11/27/2023

THIS ADDENDUM IS ATTACHED TO AND MADE A PART OF A CERTAIN AGREEMENT/CONTRACT BETWEEN THE UNDERSIGNED PARTIES DATED 09/27/2023,
COVERING PROPERTY LOCATED IN THE _____ Township
OF Blackman, COUNTY OF Jackson,
STATE OF MICHIGAN, COMMONLY KNOWN AS _____
433 Condad Avenue, Jackson, MI 49202.

IT IS AGREED AND UNDERSTOOD THAT ANY ADDITIONS OR CHANGES SHOWN BELOW SUPERSEDE THE ORIGINAL AGREEMENT/CONTRACT. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Sales price to be \$95,000.00.

Property to be sold as-is with any remaining personal property on site on date of closing.

Closing to be on or before March 1, 2024.

RESPOND BY 11/28/2023

BUYER(S) SELLER(S)

<i>Shane Grant</i> Signature	dotloop verified 11/28/23 7:26 AM EST KY2-L60I-FGYC-SSTL	<i>Sara Grant</i> Signature	dotloop verified 11/28/23 2:31 PM EST UPEQ-RCRE-GQSF-GNUH
---------------------------------	--	--------------------------------	---

Date

RESPONSE:

ACCEPT REJECT EXCEPT: SEE ADDENDUM _____

BUYER(S) SELLER(S)

<i>Jeanna Roderick</i> Signature	dotloop verified 11/28/23 1:44 PM EST IPXO-BRNS-ETPL-HKIB	Signature	Date
-------------------------------------	---	-----------	------

<i>Shane Grant</i> Acknowledgment	dotloop verified 11/28/23 7:26 AM EST 783S-GT08-029Y-PTCW	<i>Sara Grant</i> Acknowledgment	dotloop verified 11/28/23 2:31 PM EST KEX4-AAAW-P1XA-RZKS
--------------------------------------	---	-------------------------------------	---

Date

DISCLAIMER: This form is provided as a service of the Jackson Area Association of REALTORS. Users of this form are expected to review the form and the details of the transaction to ensure that each section of the form is appropriate for the transaction. The Jackson Area Association of REALTORS is not responsible for the use or misuse of this form, or for misrepresentations or warranties made in connection with this form.





Brownfield Redevelopment Authority
Of Jackson County

Served By The Enterprise Group

2023 End of Year Report

Based upon the approved 2023 Scope of Work for The Jackson County Brownfield Redevelopment Authority (JCBRA), the achieved objectives are described below:

- **Work with developers to continue to seek eligible projects to provide funding for environmental assessments of Brownfield sites to redevelop and reuse them within the community:**
 - a. **Aquarian Exposition** – Finalizing a Due Care Document.
 - b. **Michner Plating Michner Plating (506 N Mechanic, City of Jackson)** – EPA is scheduling public meeting opportunities
 - c. **Michner Plating (Angling Street, City of Jackson)** – We are not aware of EGLE releasing results of its investigation and are waiting to hear back about them.
 - d. **Jackson County** –Armory Property and excess Fairgrounds property. This project has been terminated. The roof of the commissary partially collapsed and we understand the County now wishes to explore complete demolition.
 - e. **Community Action Agency** –CAA is selling property to the city. Project terminated.
 - f. **Kelcade Development** –No updates.
 - g. **Jackson District Library** –The first sampling event of subslab air is complete and no contaminants were found. The drinking water well was also tested and no contaminants found in water either. JDL has informed staff that they are moving forward with the purchase of the site. A Baseline Environmental Assessment has been prepared for that transaction.
 - h. **Lost Railway Museum** –Field work completed and laboratory results from the first of two sampling events showed no petroleum vapors under the building. The second sampling is scheduled for December 2023.
 - i. **Michigan Psychological Services** –Eligibility acceptance received. Have met with General Contractor for the project. They are working on budgets and drawings of the planned improvements so that we can share same with Township Assessor to develop property valuation estimates for the Brownfield Plan.
 - j. **Blackman TWP Acquisition** –All field work completed, low level contamination found and a Baseline Environmental Assessment has been prepared.
 - k. TIF Statements for 2023 Winter Taxes for Brownfield projects will be completed in December.
 - l. While not a current project, the Board will be interested in hearing that the property at 145 W. Monroe has sold to a new party on land contract. The new owner and Fishbeck met with EGLE, but was unable to secure grant/loan for the required remediation at this site. Clearly the prior work has greatly assisted in advancing this property further.
 - m. At the July meeting, it was presented that the Jackson Airport plans to redo the control towers and provide solar panel covered parking.

- **Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of grant funds:**
 - a. JCBRA Staff facilitated and attended numerous meetings with prospects and municipalities to move Brownfield projects to fruition.
 - b. JCBRA Staff prepares documentation and presents at Jackson County and township meetings to obtain consent resolutions of approval for Brownfield Plans, as needed.

- **Promote Brownfield sites to priority prospects:**
 - a. Brownfield sites were presented to prospects as well as the Michigan Economic Development Corporation for those searching for vacant land or buildings; and are featured on the Brownfield and site search pages of The EG's Web site.
 - b. The Enterprise Group's available site and property database is linked to the Greater Ann Arbor Region (GAAR) – Zoom Prospector web site at www.GreaterAnnArborRegion.org , which gives Jackson County properties more national and state-wide exposure, and provides demographic and workforce reports for a specified radius for properties.

- **Continue to reinvigorate public outreach to increase public participation:**
 - a. The EG and County Web sites both now post the County BRA board packets, when distributed.
 - b. The monthly Board packet information is emailed to the BRA Task Force and to the Cooperative Partners noted in the U.S. EPA Grant Applications.
 - c. The EG sends various email promotions and other EG communications to approximately 1,200 individuals, which include information about the JCBRA. JCBRA information is also shared on The EG's social media channels.

- **Continue to improve Brownfield Redevelopment marketing collateral and enhanced website promotion and social media efforts:**

The JCBRA Partner Page on The Enterprise Group of Jackson's web site includes a Fact Sheet for the US EPA Assessment Grants. Staff added attachments found on the web site. The link is as follows: <http://enterprisegroup.org/partners/jcbra/>.

- **Prepare and/or oversee the preparation of grant applications, as appropriate:**

The EG, working as staff to the JCBRA, has been successful in bringing brownfield redevelopment projects to the JCBRA Board for approval, and to date, have expended approximately \$229,000 (through 11/021/2023) of the \$300,000 since the grant started in October of 2020. We continue to work with developers and look at projects we know will make a positive impact on our community. The term of the grant ends September 30, 2024 with remaining funds obligated to current projects.

- **Additional News for 2023:**
 - a. At their February Board Meeting, the Board approved creating a budget for the JCBRA for 2023.
 - b. The EPA Assessment Grant was approved for a one year extension from 9/30/23.
 - c. Zimmer Marble continues to make monthly payments. The balance of their loan is \$420,517.98 as of 10/18/2023.
 - d. The 2023 summer tax increment finance (TIF) revenue received totaled approximately \$84,000.
 - e. The 2022 Annual Tax Increment Finance Reports were filed with the Michigan Economic Development Corporation, prior to the annual deadline of July 26, 2023. All active Jackson County Brownfield Plans were included in the reporting. The reports are available upon request.
 - f. Staff attended the National Brownfields Conference in August 2023 that was held in Detroit.



2024 Scope of Work

1. Work with developers to continue to seek eligible projects to provide funding for environmental assessments of Brownfield sites to redevelop and reuse them within the community.
2. Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of funds. This includes managing Tax Increment Financing invoicing, collection and distribution for active Brownfields, in collaboration with Fishbeck.
3. Administer the U.S. EPA Assessment Grants, in collaboration with Fishbeck.
4. Promote Brownfield sites to priority prospects.
5. Continue to reinvigorate public outreach to increase public participation.
6. Continue to improve Brownfield Redevelopment marketing collateral and enhanced website promotion and social media efforts.
7. Prepare and/or oversee the preparation of grant applications, as appropriate.



The Brownfield Redevelopment Authority
of Jackson County
Served By The Enterprise Group

2024 Board of Directors

As of 10/25/2023

James E. Shotwell, Jr., **Vice Chair** (3/31/2024)
Jackson County Commissioner
120 W. Michigan Avenue
Jackson, MI 49201
(517) 768-8623 (County)
(517) 783-1258 (Work)
(517) 783-6472 Fax
jshotwel@co.jackson.mi.us

Ted Hilleary, **Treasurer** (3/31/2024)
Consumers Energy-retired
4738 Pin Oak Trail
Jackson, MI 49201
(517) 416-8989
Theohilleary9@hotmail.com

Mark Schopmeyer, **Secretary** (3/31/2025)
Jackson College-retired
1116 Hinckley Blvd.
Jackson, MI 49203
517-745-7563 (cell)
Schopmeyer.mark@gmail.com

A.J. Crownover, (3/31/2024)
ReMax Mid-Michigan
2300 W. Michigan Avenue
Jackson, MI 49202
(517) 262-5840 (cell)
AJ@AJCrownover.com

Laura Schlecte, (3/31/2027)
Jackson City Council Rep.
161 W. Michigan Ave.
Jackson, MI 49201
(734) 660-4260
laura@7803800.com

Brad Runkel, **Chairman** (3/31/2027)
Consumers Energy
1945 W. Parnall Road
Jackson, MI 49201
(517) 788-2980
(517) 788-1064 Fax
btrunkel@cmsenergy.com

James Seitz (3/31/2025)
Onsted Community Schools-retired
3705 W. Primilia Lane
Jackson, MI 49201
(517) 787-7492
(517) 795-9215 (cell)
seitz.jim@gmail.com

Brad Brelinski, (3/31/2025)
Curtis, Curtis & Brelinski, P.C.
120 W. Michigan Avenue, Suite 1500
Jackson, MI 49201
(517) 787-9481
(517) 787-5622 Fax
brad@curtiscurtislaw.com

Pete Jancek, (3/31/2027)
Township Supervisor Rep.
Blackman Charter Township
1990 W. Parnall Road
Jackson, MI 49201
(517) 788-4345
pjancek@blackmantwp.com

Alex Masten, JCBRA Exec. Director
Debbie Kelly, JCBRA Staff
The Enterprise Group of Jackson, Inc.
100 E. Michigan Avenue, Suite 1100
Jackson, MI 49201
(517) 788-4458 - Alex
(517) 782-0061 Fax
amasten@enterprisegroup.org
dkelly@enterprisegroup.org



Brownfield Redevelopment Authority
Of Jackson County

Served By The Enterprise Group

2024 MANAGEMENT AGREEMENT

Between

THE ENTERPRISE GROUP OF JACKSON, INC.

And

THE BROWNFIELD REDEVELOPMENT AUTHORITY OF JACKSON COUNTY

This management agreement establishes the terms of the relationship between the Enterprise Group of Jackson, Inc. (EG) and the Brownfield Redevelopment Authority of Jackson County (JCBRA). This management agreement may be terminated by either party with 30 days written notice. All files, records and correspondence are considered the property of the Brownfield Redevelopment Authority of Jackson County and shall be returned upon termination of the management agreement.

The EG will provide the following staff services toward the daily operation of the JCBRA; as authorized by the JCBRA Board of Directors in its adopted annual Scope of Work and Budget:

- ◆ The development and approval of an annual Scope of Work and Budget for the JCBRA Board as its performance guide and financial plan,
- ◆ Short and long-term JCBRA staffing by The Enterprise Group (EG),
- ◆ Oversight of the US EPA Assessment Grants and Brownfield Revolving Loan Fund (BRLF), and other activities of the JCBRA, as negotiated,
- ◆ Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of funds. This includes managing Tax Increment Financing invoicing, collection and distribution for active Brownfields, in collaboration with Envirologic,
- ◆ Oversight and maintenance of the JCBRA Partner Page on The EG website,
- ◆ Maintenance of all financial, loan, programmatic and other records, as legally required,
- ◆ The creation and timely distribution of all reports legally required by the JCBRA, its program providers and financial supporters, taking care to nurture good communications with the providers and constituents,
- ◆ Participation and support of the County’s annual audit of JCBRA activities that reflects routine government accounting standards, to be presented independently from The EG annual audit,
- ◆ Project management services relating to any or all of the following are authorized activities of EG staff in the performance of their responsibilities to the JCBRA:
 - The identification of properties suitable for Brownfield Redevelopment, and
 - The combination, development and re-development of those, and other, properties, as warranted, and
 - The construction, sale, lease and/or management of buildings, any and all of which may be specifically undertaken to stabilize and strengthen the economic base of Jackson County, and
- ◆ Other services or activities as may be mutually agreed upon by the Boards of the JCBRA and The EG.

In return for these management services, no fixed compensation is expected from the JCBRA. Staff will prepare invoices that will be submitted to the various grant funding agencies or to be paid from BCRLF revenues, as budgeted, reflecting staff time spent on specific activities. The EG Accounting Department will compute fringes and wages based upon JCBRA staff hours submitted and provide JCBRA Staff with an invoice for EG Staff time billed. Payments for these services are due to The EG upon receipt from the respective funding sources and will not exceed actual time spent. This agreement was approved by the JCBRA Board at their Annual JCBRA Board Meeting on December 7, 2023.

FOR THE JCBRA:

Brad Runkel, Chairperson

Date

FOR THE ENTERPRISE GROUP:

Tim Rogers, President and CEO

Date



Brownfield Redevelopment Authority
Of Jackson County
Served By The Enterprise Group

2024 Monthly Schedule

In accordance with the Open Meetings Act (P.A. 267 of 1976, as amended) the following public meeting dates have been established by the Jackson County Brownfield Redevelopment Authority Board, although the Board will meet on a monthly basis in 2024; and cancelled meetings will be posted approximately one week prior to the meeting:

DATE		TIME	LOCATION
January 4 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
February 1 st	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
March 7 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
April 4 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
May 2 nd	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
June 6 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
July 11 th	2 nd Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
August 1 st	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
September 5 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
October 3 rd	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
November 7 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI
December 5 th	1 st Thursday/Month	7:30 a.m.	One Jackson Square, East Conference Room, 100 E. Michigan Avenue, Jackson, MI

The above schedule will be observed and all interested persons, organizations, agencies and institutions are welcome. For advance notice of Board meetings, cancellations and/or special meetings please contact Alex Masten, Andrea Clary, or Debbie Kelly (JCBRA Staff) at The Enterprise Group of Jackson (517) 788-4455 or examine the bulletin board located in the lobby of the County Tower Building, 120 W. Michigan Avenue, Jackson, Michigan.



Brownfield Redevelopment Authority
Of Jackson County
Served By The Enterprise Group

2024 JCBRA Budget

Estimated Revenues:

EPA Grant Reimbursements	\$ 70,000
TIF Capture from Summer and Winter taxes	\$ 90,000
Interest on Bank Accounts	\$ 300
BCRLF Loan Repayment – ZM Properties	\$ 35,536
TOTAL ESTIMATED REVENUES	\$195,836

Estimated Expenses:

EG Management Agreement	\$ 8,000
TIF Reimbursements	\$ 42,000
TIF Capture Expenses	\$ 5,400
EPA Grant Expenses (through 9/30/2024)	\$ 70,000
Bank Fees	\$ 180
TOTAL ESTIMATED EXPENSES	\$125,580

NET INCOME \$ 70,256

OTHER:

Long-Term Debt to County of Jackson \$117,500