

**COOPERATIVE DEVELOPMENT AGREEMENT  
BETWEEN CITY OF GRAND LEDGE AND EAGLE TOWNSHIP**

This Agreement (“Agreement”) is made and effective \_\_\_\_\_, 2022, by and between the City of Grand Ledge, a Michigan home rule city, with its offices located at 310 Greenwood, Grand Ledge, Michigan (“City”), and Eagle Township, a Michigan general law township, with its offices located at 14318 Michigan Street, Eagle, Michigan 48822 (“Township”) (individually, a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, Article 7, Section 28 of the Michigan Constitution of 1963 specifically authorizes two or more governmental units to enter into contractual undertakings or agreements with one another for the joint administration, sharing of costs and responsibilities or transferring to another of any of the functions, powers, or responsibilities which each would have the power to perform separately; and

**WHEREAS**, Act 425 of Public Acts of 1984, as amended (MCL 124.21 *et seq.*; "Act 425") enables local governments by written contract to conditionally transfer property for economic development projects, allows for sharing of taxes and other revenues, and prohibits the annexation or detachment of conditionally transferred property; and

**WHEREAS**, the Parties are both local governmental units as defined by Act 425 and both desire to enter into this Agreement to assure managed and controlled growth within the Cooperative Development Area described in the attached Exhibit A (“Cooperative Development Area”); to assure the availability of municipal utilities and municipal services for economic development projected within the Cooperative Development Area; to enhance the property values, tax base, employment opportunities and the general economic vitality of both the Parties; to prevent the annexation, detachment or other forced transfer of property within the Cooperative Development Area, except in accordance with this Agreement; and to minimize causes of disputes between the Parties due to growth and development within the Cooperative Development Area; and

**WHEREAS**, the Parties have each considered the following factors:

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

- B. Need for organized community services; the present cost and adequacy of governmental services in the Cooperative Development Area; the probable future need for services in the Cooperative Development Area; the practicability of supplying such services to the Cooperative Development Area; the probable effect of the conditional transfer and of alternative courses of action on the cost and adequacy of services in the Cooperative Development Area and on the remaining portion of the Township; the probable change in taxes and tax rates in the Cooperative Development Area in relation to the benefits expected to accrue from the conditional transfer; and the financial ability of the City which is responsible for services in the Cooperative Development Area to provide and maintain those services; and
- C. General effect of the conditional transfer upon the Parties and the relationship of the transfer to any established city, village, township, county or regional land use plan; and

**WHEREAS**, neither of the Parties adopted a resolution calling for a referendum on the conditional transfer to be made pursuant to this Agreement, and more than thirty (30) days have elapsed since the public hearings held by the Parties and neither the City Clerk nor the Township Clerk has received a petition calling for a referendum on the conditional transfer; and

**NOW, THEREFORE**, in consideration of the foregoing, the Parties agree that:

## **ARTICLE I GENERAL PROVISIONS**

**Section 1.1: Purpose.** The purpose of this Agreement is to create a Cooperative Development Area North of the City of Grand Ledge; to promote the economic development projects and growth within the Cooperative Development Area; to provide for municipal utilities and services within that Cooperative Development Area; to establish the exclusive procedure to transfer land within the Cooperative Development Area from Township jurisdiction to City jurisdiction; to prohibit any other annexation, detachment or transfer of property within the Cooperative Development Area; and to provide for the sharing of municipal revenues from the Cooperative Development Area between the Parties.

**Section 1.2: Description of Cooperative Development Area.** The Cooperative Development Area shall be comprised of all property identified and described in the attached Exhibit A.

**Section 1.3: Consideration.** In return for the conditional transfer of municipal jurisdiction of land within the Cooperative Development Area from the Township to the City, the City shall share revenues with the Township as set forth in this Agreement.

**Section 1.4: Term and Renewal.** This Agreement shall have an initial term of fifty (50) years commencing on the effective date of this Agreement. **The Township shall have the right to renew this Agreement on the same terms and conditions for a one (1) additional fifty (50) year term by providing written notice to the City at least sixty (60) days prior to the expiration of the initial term.**

**Section 1.5: Cooperation.** The Parties agree that they shall cooperate with each other in the performance of any duty or action required of them under this Agreement or by Act 425, to make this Agreement effective and legally binding on the Parties, and to prevent and actively oppose any annexation, transfer or detachment of property in the Cooperative Development Area, except as expressly provided for in this Agreement.

**Section 1.6: No Transfer of Employees.** There shall be no transfer of any employees from either Party as a result of this Agreement. The employees of each Party who provide services within the Cooperative Development Area during the term of this Agreement and any renewals shall be supervised and paid by that Party.

**Section 1.7: Equipment.** There shall be no sale, transfer or disposal of any facilities, equipment or personal property as a result of this Agreement. Each Party shall use its own equipment and materials necessary to carry out the purposes of this Agreement without transferring ownership of any personal property to the other Party.

**Section 1.8: Financing.** Each Party shall be solely responsible for the payment of salaries and benefits of its employees performing any municipal function under this Agreement or for the cost of any improvements it makes under this Agreement to the Cooperative Development Area, unless otherwise expressly agreed to in writing. Neither Party shall have any responsibility to finance the public works projects or other public projects of the other party unless otherwise expressly agreed to in writing.

**Section 1.10: Definitions.**

- A. **“Cooperative Development Area”** means all that property identified and described in the attached Exhibit A.
- B. **“Category 1”** means that part of the Cooperative Development Area that is not in Category 2. Upon the effective date of this Agreement, all property within the Cooperative Development Area shall be immediately conditionally transferred to Category 1.
- C. **“Category 2”** means that part of the Cooperative Development Area for which the Parties receive and approve a property owner’s request for conditional transfer to Category 2 as provided in the attached Exhibit B.

**ARTICLE II  
PROCEDURE AND EXCEPTIONS TO CONDITIONAL TRANSFER**

**Section 2.1: Properties Conditionally Transferred to Category 1.** On the Effective Date of this Agreement, all properties within the Cooperative Development Area shall be conditionally transferred to Category 1.

**Section 2.2: Properties Conditionally Transferred to Category 2.** Any property in the Cooperative Development Area that requests to be transferred to Category 2 after the Effective Date of this Agreement, shall be conditionally transferred to Category 2 at the time the Request

for Conditional Transfer Form (Exhibit B to this Agreement) is filed with the Clinton County Clerk and Michigan Secretary of State.

**Section 2.3: Process for Conditional Transfer to Category 2.** Upon receiving the Request for Conditional Transfer to Category 2 form attached to this Agreement as Exhibit B, the Township Board and the City Council shall each hold any legally required public hearing on the requested conditional transfer, preceded by notice complying with the requirements of the Michigan Open Meetings Act. Thirty (30) days after the public hearings, the Township and City shall both execute the form attached to this Agreement as Exhibit B as an amendment to this Agreement and file copies thereof with the Clinton County Clerk and Michigan Secretary of State.

**Section 2.4: Sewer and Water Services to Property Outside of Cooperative Development Area:** Property within the Township but outside of the Cooperative Development Area may be provided City water and/or sewer services pursuant to a written mutual agreement between the Parties, **which shall be at the sole discretion of each Party.**

### **ARTICLE III AREA AND JURISDICTION CONDITIONALLY TRANSFERRED**

**Section 3.1: Conditional Transfer of Property.** The entire Cooperative Development Area shall immediately be conditionally transferred to Category 1 for the purposes specified in this Agreement.

**Section 3.2: Jurisdiction—Governmental Services within Categories 1 and 2.**

- A. Category 1 shall receive all services from the Township normally provided to Township properties. The Township hereby grants and the City hereby accepts a franchise and consent to use the public rights of way within Category 1 for the purpose of providing water and sewer service to Category 2 properties.
- B. Category 2 shall receive all services from the City normally provided to City properties. The City shall have jurisdiction over and bear the cost of maintaining and improving the portion of any public road within Category 2. Subject to applicable law and/or State of Michigan regulations and except for highways exclusively under the jurisdiction of the State of Michigan, the City and the Clinton County Road Commission will allocate the cost of maintaining and improving any public street or road contiguous to properties within Category 2.

**Section 3.3: Jurisdiction—Zoning of Transferred Area.** During the term of this Agreement, the Township shall have all zoning authority within Category 1 and the City shall have all zoning authority within Category 2. **The following land uses shall not be authorized by the City in District 2: marihuana businesses, slaughterhouses, adult uses, or sex businesses.**

**Section 3.4: Jurisdiction—Taxes.** During the term of this Agreement, all *ad valorem* property taxes shall be levied, **if permitted**, and collected by the Township at the normal Township millage

rate for Category 1, and all *ad valorem* property taxes shall be levied, **if permitted**, and collected by the City at the normal City millage rate for Category 2.

**Section 3.5: Jurisdiction—Special Assessments.** During the term of this Agreement, Category 1 shall be considered to be within the jurisdiction of the Township for purposes of special assessments, and Category 2 shall be considered to be within the jurisdiction of the City for purposes of special assessments.

**Section 3.6: Jurisdiction—Voting.** Qualified electors in Category 1 shall be considered qualified electors of the Township for election and voting purposes. Qualified electors in Category 2 shall be considered qualified electors of the City for election and voting purposes. Qualified electors in the Cooperative Development Area shall, in addition, be entitled to vote on Clinton County, state, federal, and other matters, if any.

**Section 3.7: Jurisdiction—Applicability and Enforcement of Ordinances.**

- A. Category 1 shall be within the ordinance jurisdiction of the Township and subject to all Township ordinances, rules and regulations enacted now and during the term of this Agreement or any renewal thereof. The Township remains the enforcing agency for such ordinances, rules and regulations.
- B. Category 2 shall be within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now and during the term of this Agreement or any renewal thereof. The City remains the enforcing agency for such ordinances, rules and regulations.

**Section 3.8: Jurisdiction—Public Streets and Roads.** Public streets and roads within Category 1 shall be considered to be within the jurisdiction of the Clinton County Road Commission. Public streets and roads within Category 2 shall be considered to be within the jurisdiction of the City. Subject to applicable law and/or State of Michigan regulations, **and except for highways exclusively under the jurisdiction of the State of Michigan**, the public streets and roads along the borders between Category 1 and Category 2 shall be considered to be within the jurisdiction of the City. Subject to applicable laws, the City shall be entitled to apply for, receive and retain all funds related to public streets and roads and rights-of-way under its jurisdiction pursuant to this Agreement.

**Section 3.9: Jurisdiction—Police and Fire Services.** During the term of this Agreement, Category 1 shall be considered to be within the police jurisdiction of Clinton County Sheriff or other police services designated by the Township, and Category 2 shall be considered to be within the police jurisdiction of the City **or other police services designated by the City**. During the term of this Agreement, Category 1 shall be considered to be within the fire jurisdiction designated by the Township, and Category 2 shall be considered to be within the fire jurisdiction designated by the City.

**Section 3.10: Jurisdiction after Termination, Expiration or Non-Renewal.** Except as provided herein, upon the termination, expiration or non-renewal of this Agreement, Category 1 shall for all purposes return to the full jurisdiction of the Township and Category 2 shall for all purposes remain in and under the full jurisdiction of the City.

**Section 3.11: Effect of Termination on Infrastructure or Other Public Improvements.** Utility easements and rights-of-way shall not be terminated or impaired as a result of any return of the Category 2 area to the Township **as a result of a court-ordered termination**, and all such easements and rights of the property owners to receive such utility services shall continue after such return and shall not be terminated, except upon non-payment of fees or charges by the property owner/user. If Category 2 property is returned to the Township as a result of termination of this Agreement, all public improvements made upon the land and the municipal public utility infrastructure (including the water and sewer lines and attached pumps and forced mains) thereon shall become owned by and be within jurisdiction of the Township, except for any utility installation by the City within Category 2 that connects to City-owned facilities within the Township or which utility installation is paid for by the City. Such City-owned facilities shall continue to be owned and used by the City for such purpose subject to their continued use, maintenance, repair and upkeep by the City. The Township shall be obligated to grant a franchise to the City for the purpose of the continued operation of the utilities or utility facilities retained by the City within any area that was formerly within Category 2.

#### **ARTICLE IV SHARING OF REVENUES**

**Section 4.1: Revenue Sharing Within Category 2—Annual Payment to Township.** Commencing the first tax year following the effective date of this Agreement, the City shall annually pay the Township a revenue sharing payment for all properties upon which a tax is levied by the City within Category 2 by October 1 of each year of this Agreement equal to two (2.0) mills multiplied by the taxable value of all properties within Category 2. Such annual payments shall continue through the tax year immediately following the termination of this Agreement.

**Section 4.2: Revenue Sharing Within Category 2—Substitute or Replacement Revenues.** **Except for any payment in lieu of taxes agreements entered into by the City or the Township as provided in Section 4.3, below,** in the event that *ad valorem* property taxes are replaced in full or in part by any substitute or replacement revenues, the City shall annually pay the Township by October 1 of each year a proportion of the substitute or replacement revenues equal to the number of mills the Township would have received under this agreement and the City's operating millage immediately before the institution of the substitute or replacement revenues.

**Section 4.3: Payment in Lieu of Taxes Agreements.** **The City and the Township shall each have the right to negotiate a payment in lieu of taxes agreement for any services that they provide to any property located in Category 2.**

**Section 4.4: Grants and State/Federal Revenue Sharing Within Category 2.** Except as otherwise provided above, Category 2 property shall be treated as being within the jurisdiction of the City for purposes of gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of Category 2 or the economic development of Category 2, or for any other reason arising from the existence or jurisdiction of Category 2, such gifts being distributed to the City alone and not shared with the Township. For the purpose of state and federal revenue sharing, the sharing of highway funds, or any other type of funds, Category 2 shall be considered as being within the jurisdiction of the City, and such funds shall not be shared with the Township, except as otherwise provided above.

**Section 4.5: Effect of Tax Abatement.** In the event an industrial facilities exemption or other tax abatement approved by the City is in effect for any property within Category 2, the City shall annually pay the Township by October 1 of each year of this Agreement and any renewals the equivalent of two (2.0) mills, multiplied by the then unabated portion of the taxable value of that property.

**Section 4.6: Grants and State/Federal Revenue Sharing Within Category 1.** Category 1 property shall be treated as being within the jurisdiction of the Township for purposes of gifts, grants, assistance funds, bequests, or other funds from any private or public source given as a result of Category 1 or the economic development of Category 1, or for any other reason arising from the existence or jurisdiction of Category 1, such gifts being distributed to the Township alone and not shared with the City. For the purpose of state and federal revenue sharing, the sharing of highway funds, or any other type of funds, Category 1 shall be considered as being within the jurisdiction of the Township or the Clinton County Road Commission, and such funds shall not be shared with the City.

**Section 4.7: Property Subject to Development Incentives.** The Parties acknowledge and agree that the City may apply for and be granted development incentives, including without limitation the granting of a Renaissance Zone pursuant to 1996 PA 376 and the establishment of a Industrial Facilities Exemption pursuant to 1974 PA 198. If granted, these development incentives will reduce the taxes collected.

**Section 4.8: Accounting.** The City shall provide to the Township an annual accounting of the annual assessed and taxable values of Category 2 as carried on the property tax rolls of the City and a tabulation by the City Treasurer of how the shared revenues under Section 4 were calculated. Such information shall accompany the payment of the shared revenues.

**ARTICLE V  
TERMINATION & AMENDMENT**

**Section 5.1: Termination.** This Agreement may be terminated:

- A. At any time by mutual written agreement of the Parties after the holding of public hearings before both Parties' legislative bodies for which notice has been posted as required by the Michigan Open Meetings Act; said termination shall take effect at 11:59 p.m. on December 31 of the year following the action to terminate or at such other date and time as the Parties shall agree.
- B. Upon failure to be approved by a majority of the electors in a referendum held as a result of a petition being filed within thirty (30) days of the public hearings.
- C. By operation of law should a court of competent jurisdiction order termination of the Agreement.
- D. By the expiration of the initial term or the renewal term of this Agreement.

**Section 5.2: Amendment.** Section 2.3 shall govern and control any amendment of this Agreement for the conditional transfer of a property to Category 2. Other amendments to this Agreement shall be subject to the mutual written agreement of the Parties, after notice and hearing as provided by Act 425.

**ARTICLE VI  
DEFAULT & ENFORCEMENT**

**Section 6.1: Default.** In the event that either of the Parties fails to comply with any obligations of this Agreement, a written notice of default must be sent by registered mail, return receipt requested, by the non-defaulting party to the other party, describing the act of default and demanding a remedy. If the default is not corrected within thirty (30) days after that notice, the non-defaulting party may enforce this Agreement as described in Section 6.2.

**Section 6.2: Enforcement.** If a dispute between the Parties arises under this Agreement, the Agreement shall be enforced by either party in an action in a court of competent jurisdiction in Eaton County, Michigan, under Michigan law.

**ARTICLE VII  
APPROVAL, FILING, AND EFFECTIVE DATE**

**Section 7.1: Public Hearings and Notice.** The Parties' legislative bodies shall hold any public hearing(s) required by law on this Agreement, before voting on and approving this Agreement. Such hearings must be preceded by notice complying with the Michigan Open Meetings Act.

**Section 7.2: Filing and Effective Date.** A duplicate original of this executed Agreement and of each subsequent amendment to this Agreement shall be filed with the Clinton County Clerk and



the Michigan Secretary of State. Certification of filing with the Clinton County Clerk or Secretary of State shall be *prima facie* evidence of the conditional transfer of the Cooperative Development Area to Category 1 or Category 2. This Agreement and each subsequent amendment to this Agreement shall be effective on the day it is filed with the Clinton County Clerk and Secretary of State.

**ARTICLE VIII  
MISCELLANEOUS**

**Section 8.1: Transfer of Property Form.** The City and the Township agree to amend this Cooperative Development Agreement pursuant to a Request for Conditional Transfer Form (Exhibit B, attached) that shall be filed by the owner(s) of the real property to conditionally transfer the Property from Category 1 to Category 2 in accordance with Act 425.

**Section 8.2: Notices.** All notices required to be given pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the following designated individuals on behalf of each Party.

If to the Township: Eagle Township  
c/o Township Supervisor  
14318 Michigan Street  
Eagle, Michigan 48822  
(With a copy to the Clerk)

If to the City: City of Grand Ledge  
c/o City Manager  
310 Greenwood Street  
Grand Ledge, Michigan 48837  
(With a copy to the Clerk)

In the event either Party entitled to notice desires to change its address, it shall do so by providing written notification of that change of address to the other Party. All notices shall be deemed to have been given on the date of mailing as evidenced by the postmark thereon or on the date of direct delivery. Nothing herein shall be construed as precluding additional notice by electronic or facsimile transmission.

**Section 8.3: Assignment and Successors.** This Agreement **or any of the obligations contained in this Agreement** may be assigned **by either Party**. This Agreement shall be binding upon the successors in interest of the parties hereto and shall inure to the benefit of the Parties and their successors and assigns.

**Section 8.4: Severability.** If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either Party determines that the purpose and intent of this Agreement has failed, the Parties shall renegotiate in good faith to amend this Agreement to make it valid and satisfactory to both the Parties.

**Section 8.5: Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.6: Amendments.** No amendment, extension, modification, or alteration of this Agreement shall be effective unless the same is in writing and duly approved and executed by the Parties. All such amendments shall make specific reference to this Agreement and to the specific provision of this Agreement that is amended. Such amendment shall not invalidate this Agreement nor relieve or release either Party of any obligation hereunder, except as may be expressly stated in said amendment.

**Section 8.7: No Waiver.** The failure of either Party to insist upon the strict performance of any covenant or obligation set forth in this Agreement shall not be deemed to be a waiver of such Party's right to demand strict compliance therewith in the future.

**Section 8.8: Entire Agreement.** This Agreement, including the Exhibits attached hereto which are incorporated and made a part hereof, contains the entire Agreement between the Parties with respect to the subject matter hereof, and all prior understandings, whether written or oral, are superseded and are merged herein. Neither Party has made any representation except those expressly set forth in this Agreement, and no rights or remedies are or shall be acquired by either Party by implication or otherwise, unless set forth herein.

**Section 8.9: Force Majeure.** In case of any delay in the performance by either Party of any obligation under this Agreement due to unforeseeable causes beyond the control of the Party and without the fault or negligence of the Party, including, but not limited to, acts of God or the public enemy, acts of the Federal, State or County Government, acts of the judiciary, fires, floods or other disaster or casualty, the time for performance of such obligation shall be extended for the period of said forced delay; provided, however, that the Party seeking the benefit of this section shall, within fourteen (14) days after the beginning of such forced delay, have first notified the other Party of the causes thereof and request an extension for the period of said delay. Said extension shall not, however, extend the terms of this Agreement beyond its normal expiration date.

**Section 8.10: Mutual Drafting.** This Agreement shall be deemed to have been mutually drafted by the Parties and shall not be construed against either Party as the drafter.

**Section 8.11: Existing 425 Agreement.** The Parties acknowledge and agree that the Contract for Conditional Transfer of Property dated February 14, 2000, as amended, concerning certain properties within Section 36 of the Township shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed on the date and year first written above.

**CITY OF GRAND LEDGE,  
A Michigan home rule city**

**EAGLE TOWNSHIP,  
A Michigan general law township**

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Mayor

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Supervisor

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Clerk

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Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
COOPERATIVE DEVELOPMENT AREA**

All land within the South one-half of Section 22, the South one-half of Section 23, Section 25, Section 26, the East one-half of Section 27, the East one-half of Section 34 and Section 35, Eagle Township, Clinton County Michigan.

**EXHIBIT B**

**AMENDMENT NO. \_\_\_\_ TO THE  
COOPERATIVE DEVELOPMENT AGREEMENT  
BETWEEN CITY OF GRAND LEDGE AND EAGLE TOWNSHIP**

**TO:**

Eagle Township 10505 W. Howe Road Eagle, Michigan 48822	City of Grand Ledge 310 Greenwood Grand Ledge, Michigan 48837
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**REQUEST FOR CONDITIONAL TRANSFER TO CATEGORY 2**

Date of Request \_\_\_\_, 20\_\_

I (we) request that the following described property (“Subject Property”), which I (we) own, be conditionally transferred to Category 2 under the Cooperative Development Agreement between Eagle Township and the City of Grand Ledge dated \_\_\_\_, 202\_\_.

Legal Description of the Subject Property: \_\_\_\_\_

\_\_\_\_\_

Signed:

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

Subscribed to and sworn to by \_\_\_\_\_ and \_\_\_\_\_ before me on  
\_\_\_\_\_, 20\_\_, in \_\_\_\_\_, Michigan.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**AMENDMENT FOR CONDITIONAL TRANSFER TO CATEGORY 2**

On \_\_\_\_\_, 20\_\_ , having received the above Property Owner’s Request for Conditional Transfer to Category 2, the City of Grand Ledge, a Michigan home rule city, with offices at 310 Greenwood, Grand Ledge, Michigan 48837 (“City”), and Eagle Township, a Michigan general law township, with offices at 14318 Michigan Street, Eagle, Michigan 48822 (“Township”) (collectively the “Parties”), hereby agree to amend the Cooperative Development Agreement dated \_\_\_\_\_, 202\_\_ (“Cooperative Development Agreement”) as follows:

**WHEREAS**, the Cooperative Development Agreement provided an exclusive procedure for the conditional transfer of properties from Category 1 to Category 2 under that Agreement; and

**WHEREAS**, the Subject Property legally described in the Property Owner’s above Request is within Category 1; and

**WHEREAS**, in accordance with Act 425, the City Council held a public hearing on the \_\_\_ day of \_\_\_\_\_ 20\_\_ , at \_\_\_ p.m. and the Township Board held a public hearing on the \_\_\_ day of \_\_\_\_\_ 20\_\_ , at \_\_\_ p.m. regarding the requested conditional transfer of the Subject Property to Category 2; and

**WHEREAS**, the Parties have each considered the mandatory factors required by Act 425; have each decided, by a majority vote of the members elected and serving on each Party’s legislative body, to approve the conditional transfer of the Subject Property from Category 1 to Category 2; neither of the Parties adopted a resolution calling for a referendum on the conditional transfer of the Subject Property from Category 1 to Category 2; more than thirty (30) days have elapsed since the public hearings held by the Parties; and neither the City Clerk nor the Township Clerk has received a petition calling for a referendum on the conditional transfer of the Subject Property from Category 1 to Category 2.

**NOW, THEREFORE**, the Parties agree to amend the Cooperative Development Agreement as follows:

1. The Subject Property shall be conditionally transferred from Category 1 to Category 2.
2. This Amendment shall be deemed to be an Amendment to the Cooperative Development Agreement, and all the terms and conditions of the Cooperative Development Agreement shall be incorporated herein.
3. Following the execution of this Amendment, a duplicate original shall be filed with the Clerk of Clinton County and with the Michigan Secretary of State. A copy of this Amendment certified by the County Clerk or Secretary of State shall be *prima facie* evidence of the conditional transfer of the Subject Property from Category 1 to Category 2. This Amendment shall be effective upon its filing with the County Clerk and Secretary of State.

***[Signatures appear on the following page]***



**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to the Cooperative Development Agreement to be executed on the date and year above.

**CITY OF GRAND LEDGE,  
a Michigan home rule city**

**EAGLE TOWNSHIP,  
a Michigan general law township**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk