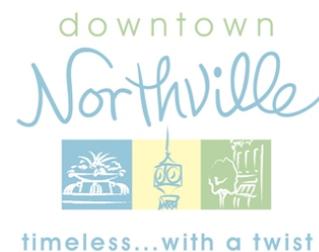


Executive Committee Meeting
Wednesday, September 12, 2018
City Manager's Conference Room – 8:00 am

Agenda

1. Minutes from August Executive Committee Meeting (Attachment 1)
2. Current DDA Project Updates (Attachment 2)
3. Northville Downs Project
 - A. Request from Watermark Development for TIF agreement (Attachment 3.A)
4. Bank of America / Pooles Easement (Attachment 4)
5. Parking Structure Repairs
6. Next Executive Committee Meeting – Wednesday, October 10, 2018



City of Northville/DDA Executive Committee Meeting Minutes - August 8, 2018

Meeting Called to Order: 8:03 am

Meeting Attendance:

Present: Mayor Ken Roth, Councilmember Marilyn Price, DDA Chair Shawn Riley, City Manager Pat Sullivan, DDA Director Lori Ward

Absent: DDA Board Member John Casey

Project Updates:

- Ward provided project updates for several real estate development projects that are in various stages in the approval process. The projects include North 320, Corner House, Cady project, Foundry Flask, River Park and The Foundry Flask.
- An update of the Secondary Streetscape Design Standards was provided. The standards had been updated and will be presented to the DDA Design Committee on Monday, August 13th and to the DDA on August 21st for review and input. Once the DDA has completed their review the Standards will go to the Planning Commission for review and acceptance.
- All three of the seasonal staff will be leaving the job by August 17th. DDA Staff is working to find 1-2 replacements through mid-November. Two of the seasonals are going to college, and the third is moving to Lansing to look for new work.
- The Parking Committee met on July 25th to discuss issues surrounding residential overnight parking in the downtown. Two issues were discussed at the meeting: the monthly rate for the parking permits and where the permit holders can park in the lot. The Parking Committee is recommending that the fee for the permit remain the same and that the area where the permit holders can park be increased to provide additional spaces for permit holders.

Parking Structure Repairs:

- Ward and DPW Director Loyd Cureton met with representatives of Carl Walker/WGI to review the two reports to the MainCentre and Cady Street Parking Decks. Ward requested WGI to include a breakdown of the costs for the MainCentre deck by floor to indicate which improvements are associated with the public parking and which are reserved by overnight permits.
- WGI suggested an optional item be considered which consisted of Concrete Sealer with Corrosion Inhibitor for both decks. This would add approximately \$25,000 to the cost of each deck repair.
- The costs were broken out by WGI into a 2 year phase that would be bid out at the same time. The project would begin in the spring of 2019.
- A 20 year maintenance schedule was developed for each deck.

- Roth asked Ward to review the budgets for the two deck repairs and determine how to address the financing of the projects. This could include DDA TIF reserves, City of Northville Parking Fund revenue and increasing overnight permit fees for use on the lower level.
- Once a funding strategy is in place the City and Singh Development will sit down to review the costs together.
- Ward agreed to meet with Cureton and his staff to determine what maintenance items are already being addressed in the DDA's O/T to the Parking Fund and which are newly identified maintenance items in order to ensure that the repairs are not being counted two times.
- Ward mentioned that Carl Walker/WGI has provided the DDA with a proposal for the preparation of the bid documents, assistance with the bidding process and construction oversight. It was determined to hold off on the award of Phase II until the Committee had a chance to review the funding strategy.
- Ward stated that she would try to have the review completed by the Executive Committee's September meeting.

Town Square Use Policy:

- Ward reviewed the Town Square Use Policy and Rental Application with the Committee.
- Both the Marketing Committee and the Design Committee have reviewed the revised Use Policy and provided feedback on the language.
- It was suggested that the word exclusive be removed from the document as it would be difficult to ensure exclusive use of the public space.
- The rental fees were reduced in order to encourage increased use of the space.
- Ward was asked to have MMRMA and the City Attorney review the documents prior to presenting it to the DDA and City Council.

Meeting with the Northville Chamber of Commerce:

- There is a meeting scheduled between the City, DDA and Chamber of Commerce immediately following the Executive Committee meeting to discuss ways for the three organizations to work together more positively and improve relationships.
- Ward has recently stepped down from the Chamber's Board of Directors and it was discussed who would replace Ward on the Chamber Board.

Next Executive Committee Meeting – September 12, 2018

Meeting Adjourned: 9:50 am

Submitted: Lori M. Ward 9/11/2018



September Executive Committee Update

Secondary Streetscape Design Standards

The secondary streetscape design standards have been updated and were presented to the DDA Design Committee and the DDA in August. The Standards were approved with some minor modifications. The Standards will now be presented to the Planning Commission at their September 18th meeting.

Town Square Use Policy

The Town Square Use Policy was approved by City Council, contingent on discussions with MMRMA regarding insurance requirements for wedding events and other special private uses. The City Council will need to modify the Fines and Fees schedule to reflect the approved reservation charges.

Most recently Gazelle Sports has reserved the Town Square for free yoga classes every Thursday at 7:00 pm until mid-October. Northville Yoga Room has also been in touch with the DDA to reserve the Square for next summer and has expressed interest in expanding their programming.

DPW Yard

All materials stored in the DPW yard by the DDA have been inventoried and a plan developed for their disposal or storage. DDA staff placed surplus items on the MITN website and was successful in selling 100 tree guards, 30 luminaries, 5 bike racks, salvaged wood and a few other items. Total revenue to the DDA is \$1541. DDA staff has invoiced all successful bidders and the bidders have 7 days in which to claim their items. DDA staff will arrange to meet the bidders when they pick up the items.

DDA staff is in discussion with DPW to determine the best method of storing the items that are still in use including the table, chairs, umbrella, planters (off season), fire pits, and surplus bricks for repairs. Currently they are distributed through the yard and are often not secured or protected from the elements.

Northville Downs

A pre-application meeting between the City and the development team involved with the redevelopment of the Northville Downs site was held on Monday, July 23rd to discuss plans for the 48 acre site and other parcels included in the option agreement. The developer has submitted an application for PUD eligibility to the Planning Commission for consideration at their September 18th meeting.

The DDA has received a letter of request from Ginovus a consulting firm out of Indianapolis, requesting the DDA and City to participate in a TIF Agreement with Watermark Residential to provide 50% of the TIF revenue for 10 years to the Developer to offset project costs. DDA staff contacted Ginovus to request additional project information from the developer to better understand the need for the requested funding. No date has been set to meet with Ginovus or Watermark.

Seasonal Staff

All three of the seasonal staff have left the DDA. DDA Staff is working to find 1-2 replacements through mid-November, but has had no luck. The position has been posted on the DDA and City website, posted on the DDAs social media in the DDA Newsletter and posted on both Craig's List and Indeed. Currently there are no applicants for the job.

In the short term, DPW and the DDA's landscape contractor, Commercial Grounds Services (CGS) have been providing support with watering the non-irrigated areas of the downtown. Additionally, CGS has been assisting with weeding and landscaping duties.

August 30, 2018

Ms. Lori Ward
Director
City of Northville
Downtown Development Authority

Dear Lori,

I hope you are well.

We are reaching out to you on behalf of our client, Watermark Residential, to share information regarding a proposed \$80 million mixed use project in Northville, Michigan. Our client is excited about the potential opportunity to develop a transformational project in downtown Northville.

Watermark is proposing the following components as a part of the project:

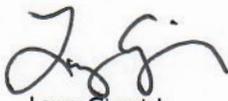
1. 306 multi-family units
2. Up to 18,700 square feet of commercial space
3. Parking garage
4. Surface and street parking spaces within close proximity to the proposed park space south of the Griswold and Beal intersection.

As part of the development project, Watermark could provide public parking in support of the Farmer's Market and other community events in Northville. In addition, Watermark will work with the City of Northville to support the programming of public space to benefit the community.

In order for the economic structure to work to allow for the development of the project, it is vitally important for the City of Northville and Watermark Residential to form a public private partnership. To that end, we are proposing that our client work with the DDA, City of Northville and Wayne County to structure a tax increment finance agreement pursuant to which 50% of the incremental City and County property taxes generated by the project for a period of 10 years would be allocated to the company to offset project costs, with allocation commencing once construction has been completed and the project has been fully assessed. The proposed deal structure would result in Watermark paying 100% of the property taxes due to the City and County and then, the Downtown Development Authority (DDA) would allocate 50% of the taxes to the company within 60 days of the property taxes being paid for a period of 10 years after the property has been fully assessed. If necessary, we can work with the City on a TIF bond issuance to implement this structure.

We wanted to share this proposal in writing with you and prior to Watermark and our firm presenting to the DDA at its monthly meeting on September 18th, in order to allow for some dialogue before the meeting. Thank you in advance for your consideration.

Sincerely,



Larry Gigerich
Executive Managing Director

Cc: Chad Sweeney, Senior Principal
Jason Kallio, Client Advisor

From: Greg Need
To: [Lori Ward](#); [Lori Ward](#)
Cc: [Patrick Sullivan](#)
Subject: BOA/Poole"s
Date: Wednesday, September 05, 2018 10:11:25 AM
Attachments: [BofA - Easement Agreement\(v2\) - 127 Hutton Street, Northville, MI8-178 \(RPC 08_01_18\).DOCX](#)

Lori:

I reviewed the revised Easement Agreement from Bank of America (another copy attached). It has been substantially changed. Below is a summary. After you review we should talk by the phone or meet to discuss next steps:

1. There were several non-material changes as to the description of various parties, addresses, and a more detailed description of the current improvements and/or status of the properties.
2. In paragraph 2.1, the City grants the Bank a new non-exclusive access easement over the driveway immediately to the north of the Bank parcel. The legal description (which needs to be verified) appears to not include the parking spaces further north of the drive.
3. In paragraph 2.2 the City grants the Bank a new easement over the entire park property to the south of the Bank, to access the 17' x 17' signage parcel on the corner. This section provides that the sign must conform with all applicable ordinances.
4. Paragraph 2.3 grants the easement over the Bank property for the walkway.
5. There was a change made to the legal description of the Bank easement which needs to be verified.
6. Paragraphs 3.1 and 3.2 require the City to maintain all three easements in compliance with all applicable local, federal and state regulations, including the ADA.
7. Paragraph 4 is a new enforcement paragraph. If the City fails to perform its maintenance obligations then the Bank, after sending at least 30 days advance notice providing an opportunity to cure, may do work necessary to cure the default at the City's expense.
8. Paragraph 6 states that RMJ II and the City will defend and hold harmless the Bank from any liability with regard to any of the three easements.
9. Paragraph 9 states no cross or reciprocal parking easements are created.
10. Paragraph 11 is a new paragraph entitled "Economic Sanctions Compliance" which, in English, states that neither the City nor RMJ II, or their employees, to the best of their knowledge, are currently the subject of any sanction administered or enforced by the U.S. Treasury Department.
11. Paragraph 12.4 waives a jury trial in any lawsuit to enforce the agreement.

12. Paragraph 12.5 states that the prevailing party in any lawsuit is entitled to reimbursement of actual attorneys' fees and expenses incurred.
13. There are some typos and duplications in the Bank draft, but we can clean those up in the final version.

Let me know your thoughts after your review.

Thanks,

Greg



Gregory K. Need
Adkison Need Allen & Rentrop, PLLC
39572 Woodward Avenue
Suite 222
Bloomfield Hills, Michigan 48304
Phone: (248) 540-7400
Fax: (248) 540-7401

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of August 2018, by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, whose address is 13850 Ballantyne Corporate Place, Mail Code: NC2-150-03-06, Charlotte, North Carolina 28277, Attn: MI8-178 as successor by merger to Down River Federal Savings and Loan Association, a United States Corporation, (together with its successors and assigns, “**BANA Property Owner**”); RMJ2 Properties of Northville, LLC, a Michigan limited liability company, whose address is 157 E. Main Street, Northville, Michigan 48167 (together with its successors and assigns, “**RMJ2 Property Owner**”); and the City of Northville, a Michigan municipal corporation, whose address is 215 W. Main Street, Northville, Michigan 48167 (together with its successors and assigns, “**City Property Owner**”)

(BANA Property Owner, RMJ2 Property Owner, and City Property Owner are herein collectively referred to as the “**Owners**”).

WITNESSETH

WHEREAS, BANA Property Owner is the owner of a certain real property located in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and made a part hereof (“**BANA Property**”);

WHEREAS, RMJ2 Property Owner is the owner of certain adjoining real property located in Wayne County, Michigan, more particularly described on Exhibit B attached hereto and made a part hereof (“**RMJ2 Property**”);

WHEREAS, City Property Owner is the owner of certain adjoining real property located in Wayne County, Michigan, more particularly described on Exhibit C attached hereto and made a part hereof (“**City Property**”; together with BANA Property and RMJ2 Property, the “**Properties**”);

WHEREAS, City Property is at present fully developed as a parking lot located north of the BANA Property (“**City Property #1**”) and is a fully developed park located south of the BANA Property and east of the RMJ2 Property (“**City Property #2**”);

WHEREAS, BANA Property is at present fully developed with a banking facility and two (2) full service drive-through structures (“**Existing BANA Property Improvements**”);

WHEREAS, RMJ2 Property is at present fully developed as a restaurant and pub, and RMJ2 Property Owner is currently making certain improvements (“**Existing RMJ2 Property Improvements**”);

WHEREAS, the Existing RMJ2 Property Improvements include making certain improvements and repairs to a public pedestrian access path, comprised of a walkway and brick pavers, which connects City Property #1 to the BANA Property and RMJ2 Property and located in part on the BANA Property;

WHEREAS, the Owners desire to impose certain easements upon the Properties for the benefit and complement of the BANA Property, RMJ2 Property, and City Property and the present and future owners, developers, respective employees, agents, contractors, customers, invitees, mortgagees and licensees of the owner of each of the such Properties, and/or such tenants or occupants thereof, on the terms and conditions hereinafter set forth;

WHEREAS, the Easements (as defined in Section 2) shall last and inure to the benefit of each of the Owners in perpetuity; and

NOW, THEREFORE, the Owners hereby declare and agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein in their entirety.
2. GRANT OF EASEMENTS. The City Property Access Easement, the BANA Property Access Easement, and Signage Access Easement, herein below defined, are collectively known as the “**Easements**”.

2.1 City Property Access Easement. City Property Owner hereby grants to BANA Property Owner, its successors, invitees, agents, contractors, employees, and assigns, for the benefit of BANA Property, a non-exclusive right, privilege and easement to use the roadways situated on City Property #1 as a joint and common roadway for the purpose of ingress and egress of persons and vehicles (pedestrian and vehicular traffic). The easement granted in this Section 2.1 shall continue in force perpetually and run with the land.

2.2 Signage Access Easement. City Property Owner hereby grants to BANA Property Owner, its successors, invitees, agents, contractors, employees, and assigns, for the benefit of BANA Property, an exclusive right, privilege and easement for ingress and egress across the City Property #2 to access that portion of the BANA Property located on the corner of E. Main Street and Hutton Street for the purposes of construction, maintenance, repair, operation, use, renewal, and reconstruction of one (1) sign; provided, however, that BANA Property Owner’s sign shall conform with all applicable ordinances. The easement granted in this Section 2.2 shall continue in force perpetually and run with the land.

2.3 BANA Property Access Easement. BANA Property Owner hereby grants to RMJ2 Property Owner, its successor, invitees, agents, contractors, employees, and assigns, for the benefit of RMJ2 Property, a non-exclusive right, privilege and easement to use for public pedestrian ingress and egress and for the installation, repair, replacement, and maintenance of pedestrian ingress and egress improvements over the BANA Property, more particularly described on Exhibit D attached hereto and made a part hereof. It is contemplated that the BANA Property Access Easement will be assigned in the future to the City Property Owner. The easement granted in this Section 2.3 shall continue in force perpetually and run with the land.

3. EASEMENT MAINTENANCE RESPONSIBILITY.

3.1 City Property Access Easement Maintenance. The City Property Owner shall be responsible for maintaining, repairing and/or replacing, at its expense, the access, ingress and

egress easement areas, driveways, sidewalks, curb and gutter on the City Property Access Easement. The City Property Access Easement shall be at all times maintained in compliance with the ordinances, regulations, and polices of the City of Northville, and any applicable federal and state laws and regulations including the Americans with Disabilities Act.

3.2 Signage Access Easement Maintenance. The City Property Owner shall be responsible for maintaining, repairing and/or replacing, at its expense, the access, ingress and egress easement area, driveway, sidewalks, curb and gutter on the Signage Access Easement. The City Property Access Easement shall be at all times maintained in compliance with the ordinances, regulations, and polices of the City of Northville, and any applicable federal and state laws and regulations including the Americans with Disabilities Act.

3.3 BANA Property Access Easement Maintenance. RMJ2 Property Owner shall be responsible for the initial maintenance, repair, and necessary replacement of the BANA Property Access Easement (herein “**Work**”), as well as the costs thereof. Such Work shall include, but not necessarily be limited to snow and ice removal, resurfacing, reconstruction and drainage maintenance. The BANA Property Access Easement shall be at all times maintained in compliance with the ordinances, regulations, and polices of the City of Northville, and any applicable federal and state laws and regulations including the Americans with Disabilities Act. As provided in Section 3.3 hereof, the City Property Owner shall have the right, but not the obligation, in the event of inadequate maintenance of the BANA Property Access Easement, to perform the Work on the BANA Property Access Easement at RMJ2 Property Owner’s expense. The City Property Owner shall be responsible for future maintenance, repair, and replacement of the BANA Property Access Easement upon assignment of the said easement to the City Property Owner, and acceptance of the assignment by the City Property Owner, and RMJ2 Property Owner shall thereafter no longer be responsible for those items, except as to any costs owing pursuant to Section 3.3a incurred before the assignment, and also as to the indemnity provisions of Section 6.

a. City Property Owner Right to Maintain. Until assignment to and acceptance by the City Property Owner of the BANA Property Access Easement, in the event RMJ2 Property Owner fails to perform the Work on the BANA Property Access Easement, the City Property Owner shall have the right, but not the obligation, to perform the Work on the BANA Property Access Easement at the sole expense of RMJ2 Property Owner. The City Property Owner shall provide thirty (30) days advanced written notice to RMJ2 Property Owner. In the event it becomes necessary to perform such Work, the City Property Owner may require RMJ2 Property Owner to deposit with the City Property Owner or its designees a sum of money in the amount estimated by the City Property Owner to be the costs associated with such Work before such Work shall be undertaken. The City Property Owner may add to the actual cost of the Work a sum, not to exceed twenty-five percent (25%) thereof, to cover the overhead costs of servicing this Section 3.3a in this Agreement. All costs not paid shall bear interest at the rate of three-quarters (3/4) of one percent (1%) per month until paid. If this balance is not paid within thirty (30) days of being invoiced, the amount shall constitute a lien on the RMJ2 Property of the same character and effect as a special assessment lien imposed by Public Act 188 of 1954, as amended. Notwithstanding the foregoing, the City Property Owner shall have the right to collect all sums owed it pursuant to this Section 3.3a by appropriate civil court proceedings. In such event, the City Property Owner’s costs, administrative fees, and actual attorney fees shall be paid by RMJ2 Property Owner.

4. ENFORCEMENT. This Agreement may be enforced by any Owner by any action available at law or equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the “**Defaulting Owner**”) defaults in the performance of any of its obligations pursuant to this Agreement and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from the other Owners (the “**Non-defaulting Owner(s)**”), the Non-defaulting Owner(s) shall be entitled (but not required) to cure such default; provided: (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default; and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the Non-defaulting Owner(s)’ Properties. Any and all expenses incurred by the Non-defaulting Owner(s) in curing such default shall be payable by the Defaulting Owner within thirty (30) days of written demand therefore by the Non-defaulting Owner(s) to the Defaulting Owner. In the event of enforcement of this Agreement by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, reasonable attorneys’ fees and court costs at all trial and appellate levels, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to five (5%) percent above the prime rate of interest published in the Wall Street Journal, or (ii) the highest rate permitted by law.

5. ACCESS. Owners shall permit each of the other Owners, their employees and agents, to enter upon the Easements for purposes of inspecting the repairs, maintenance, and/or improvements on the Easements.

6. INDEMNITY. RMJ2 Property Owner shall indemnify, defend and hold harmless BANA Property Owner and City Property Owner, and their respective successors, agents and employees, from all costs, expenses, liability and claims of liability for injury to persons and damage to property resulting from RMJ2 Property Owner’s Work in the BANA Property Access Easement.

City Property Owner shall indemnify, defend and hold harmless RMJ2 Property Owner and BANA Property Owner, and their respective successors, agents and employees, from all costs, expenses, liability and claims of liability for injury to persons and damage to property resulting from City Property Owner’s work in City Property Access Easement, Signage Access Easement, and BANA Property Access Easement (when acquired by City Property Owner).

7. NONEXCLUSIVE EASEMENT. The Easements described herein shall be nonexclusive, meaning that nothing contained herein shall be deemed to limit the rights of the Owners to grant other easements, rights, privileges and licenses on, across, over or under the respective easement areas, so long as such other easements, rights, privileges or licenses do not materially interfere with, or adversely affect the use and enjoyment of the Easements contained herein, and shall be exercised in common with others entitled to similar use thereon. Other than as set forth herein, this Agreement shall not prohibit or restrict the Owners from making such building improvements or relocations on their respective Properties as they may desire from time to time.

8. NO DEDICATION. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for any public purpose whatsoever, or to inure to the benefit of any other person or entity, except as expressly set forth herein, it being the intention of the Owners that this Agreement will be limited to and for the purposes expressed herein.

9. NO CROSS-PARKING. The Properties shall each have sufficient on-site parking to satisfy all applicable ordinances and the needs of the users of the respective Properties. There shall be no cross or reciprocal parking easements between the Properties.

10. NOTICE. Notice may be properly served if delivered to the appropriate address by a nationally recognized express or overnight courier/delivery service (such as FedEx, DHL or similar express services) and further to reflect the correct Notice address for the Parties as follows:

If to RMJ2 Property Owner:

RMJ2 Properties of Northville, LLC
157 E. Main Street
Northville, Michigan 48167
Attn: _____

If to City Property Owner:

City of Northville, Michigan
215 W. Main Street
Northville, Michigan 48167
Attn: _____

If to BANA Property Owner:

Bank of America, National Association
13850 Ballantyne Corporate Place
Mail Code: NC2-150-03-06
Charlotte, North Carolina 28277
Attn: Lease Administration (MH #MI8-178)

With a copy to:

Bank of America, National Association
214 N. Tryon Street
Mail Code: NC1-027-MZ-01
Charlotte, North Carolina 28255
Attn: Sarah A. Harmon, Vice President (MH #MI8-178)

11. ECONOMIC SANCTIONS COMPLIANCE. The Owners hereby agree to indemnify, defend, and hold BANA Property Owner harmless from and against any and all claims, losses, and damages (including attorney's fees and costs) arising from or related to any breach of the following representations:

7.1 By RMJ2 Property Owner. RMJ2 Property Owner represents that neither RMJ2 Property Owner nor any of its subsidiaries nor, to the knowledge of RMJ2 Property Owner, any director, officer, employee, agent, affiliate or representative of RMJ2 Property Owner, nor any party to whom RMJ2 Property Owner directs BANA Property Owner to make any payments required by this Agreement, is an individual or entity ("**Person**") currently the subject of any

sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is RMJ2 Property Owner located, organized, or resident in a country or territory that is the subject of Sanctions; and RMJ2 Property Owner represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

7.2 By City Property Owner. City Property Owner represents that neither City Property Owner nor, to the knowledge of City Property Owner, any elected official, appointed official, director, officer, employee, agent, affiliate or representative of City Property Owner nor any party to whom City Property Owner directs BANA Property Owner to make any payments required by this Agreement, is a Person currently the subject of any sanctions administered or enforced by the United States Department of Treasury's OFAC, or Sanctions, nor is City Property Owner located, organized, or resident in a country or territory that is the subject of Sanctions; and City Property Owner represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

12. MISCELLANEOUS PROVISIONS.

12.1 Modifications. No change or modification of this Agreement shall be valid unless the same be in writing and executed by all Owners hereto of their respective legal representatives, successors or assigns.

12.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

12.3 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, unless the basis of this Agreement is fundamentally altered by the absence of such invalid or unenforceable provision.

12.4 WAIVER OF JURY TRIAL. THE OWNERS (AND ANY FUTURE OWNERS) EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSEY ARISING UNDER THIS AGREEMENT, AND THE RIGHT TO FILE IN SUCH ACTION ANY COUNTERCLAIMS OR CROSS-CLAIMS AGAINST THE OTHER (OTHER THAN COMPULSORY CONTERCLAIMS OR CROSS-CLAIMS).

12.5 Prevailing Party. In any legal action brought by an Owner against the other Owner in connection with this Agreement, the prevailing party shall be entitled to reimbursement from the other party for any reasonable attorney's fees and expenses of the legal action incurred by the prevailing party.

12.6 Commercial Reasonableness. Whenever Owner's consent, approval, determination or other actions is required under this Agreement, such consent, approval or other action shall not be unreasonably withheld, conditioned or delayed.

12.7 Captions. The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof.

12.8 Authority. Each of the Owners represent and warrant to each other that they have full right and authority to execute and perform their obligations under this Agreement, and the Owners, and the person(s) signing this Agreement on the Owner's behalf represent and warrant to the other that such person(s) are duly authorized to execute this Agreement on said Owner's behalf without further consent or approval by anyone. The Owners shall deliver to each other promptly upon request all documents reasonably requested by the other to evidence such authority.

12.9 No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Agreement nor any acts of the Owners shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners.

12.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owners hereto and their respective legal representatives, assigns or successors in title to all or any part of the Properties.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Michigan. This Agreement constitutes the entire agreement between the Owners hereto and supersedes all other negotiations, understandings and representations made by and between the parties, their agents and employees.

14. COVENANTS TO RUN WITH LAND. This Agreement shall be recorded with the Wayne County Register of Deeds and the terms, conditions and covenants contained herein shall run with the land and be binding on the Owners, and their successors and assigns.

15. CONSENT TO ASSIGNMENT. RMJ2 Property Owner's easement rights under this Agreement may be assigned by RMJ2 Property Owner to the City Property Owner. Any other Assignment by RMJ2 Property Owner shall require the written consent of BANA Property Owner and the City Property Owner.

16. INSURANCE. Following assignment of the BANA Property Access Easement to the City Property Owner and acceptance of the assignment by the City Property Owner, City Property Owner shall maintain a commercial general liability insurance policy ("**Policy**") for the BANA Property Access Easement in an amount equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with BANA Property Owner named as an additional insured.

17. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. DOCUMENT INCORPORATION. The exhibits attached hereto are incorporated into and made a part of this Agreement by this reference.

**CITY OF NORTHVILLE, a Michigan
municipal corporation**

Dated: _____ By: _____

Its:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by _____, _____ for the City of Northville, a Michigan municipal
corporation.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My Commission Expires _____

[SIGNATURES CONTINUE ON NEXT PAGE]

**BANK OF AMERICA, NATIONAL
ASSOCIATION, a national banking
association**

Dated: _____ By: _____

Its:

STATE OF NORTH CAROLINA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by _____, _____ of Bank of America, National Association, a national
banking association.

, Notary Public
_____ County, Michigan
Acting in _____ County
My Commission Expires _____

[SIGNATURES CONTINUE ON NEXT PAGE]

**RMJ2 PROPERTIES OF NORTHVILLE,
LLC, a Michigan limited liability company**

Dated: _____ By: _____

Its:

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
by _____, _____ of RMJ2 Properties, LLC, a Michigan limited liability
company.

_____, Notary Public
_____, County, Michigan
Acting in _____ County
My Commission Expires _____

**Drafted by and when recorded return to:
Gregory K. Need , Esq.
Adkison, Need, Allen, & Rentrop, PLLC
39572 Woodward Avenue, Suite 222
Bloomfield Hills, Michigan 48304**

Exhibit A - BANA Property

SOUTH 105 FEET OF LOT 717 OF ASSESSOR'S NORTHVILLE PLAT NO 7 OF BLOCKS 9, 10 AND 11 AND LOT 717, EXCEPT THE SOUTH 105 FEET AND EXCEPT THE NORTHERLY 16 FEET DEEDED TO CITY OF NORTHVILLE AND EXCEPT THE FOLLOWING DESCRIBED TRIANGULAR PARCEL: BEGINNING AT A POINT, SAID POINT BEING SOUTH 0° 33' 22" WEST, A DISTANCE OF 16.00 FEET FROM THE NORTHWEST CORNER OF SAID LOT 717, RUNNING THENCE NORTH 85° 26' 12" EAST A DISTANCE OF 17.50 FEET; THENCE SOUTH 72° 47' 59" WEST, A DISTANCE OF 18.30 FEET TO THE WEST LINE OF SAID LOT 717; THENCE N 0° 33' 22" E, ALONG SAID WEST LINE A DISTANCE OF 4.02 FEET TO THE POINT OF BEGINNING AS RECORDED IN LIBER 66, PAGE 47 OF PLATS, W.C.R.

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 895, of the Wayne County, Michigan Registry of Deeds.

LESS AND EXCEPT the following conveyances:

Tract 1:

That part of Lot 717, Assessor's Northville Plat No. 7, of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the South line of Lot 717, said point being distant S. 85° 30' 10" W., 72.00 feet from the S.E. corner of said Lot 717; Proceeding thence along said South lot line, S. 85° 30' 10" W., 5.65 feet to the S.W. corner of said Lot 717, thence N. 3° 43' 02" W., 101.02 feet along the West line of Lot 717; thence N. 88° 24' 50" E., 9.40 feet; thence S. 1° 35' 10" E., 100.66 feet to the point of beginning, known as Parcel D.

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 896, of the Wayne County, Michigan Registry of Deeds.

Tract 2:

That part of Lot 717: "Assessor's Northville Plat No. 7" of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the South line of Lot 717, said point being distant S. 85° 30' 10" W., 17 feet from the S.E. corner of said Lot 717: Proceeding thence along said South lot line, S. 85° 30' 10" W., 55 feet; thence N. 1° 35' 10" W., 100.66 feet; thence N. 88° 24' 50" E., 6.91 feet; thence S. 1° 35' 10" E., 17.00 feet; thence N. 88° 24' 50" E., 65.00 feet to a point on the East line of said Lot 717; thence along said East lot line, S. 1° 35' 10" E., 43.00 feet; thence S. 85° 30' 10" W., 17 feet; thence S. 1° 35' 10" E., 17.00 feet to the point of beginning, known as Parcel "C".

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 897, of the Wayne County, Michigan Registry of Deeds.

Tract 3:

That part of Lot 717, "Assessor's Northville Plat No. 7" of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the East line of Lot 717, said point being distant N. 1° 35' 10" W., 175.00 feet from the S.E. corner of said Lot 717; Proceeding thence S. 85° 30' 10" W., 104.93 feet to a point on the West line of lot 717; thence along said West lot line, N. 0° 33' 22" E., 15.25 feet to a point which is S. 0° 33' 22" W., 20.02 feet from the N.W. corner of said lot 717; thence N. 72° 47' 59" E., 18.30 feet; thence N. 85° 27' 51" E., 86.72 feet to a point on said East line of Lot 717; thence S. 1° 35' 10" E., 19.29 feet to the point of beginning, known as Parcel E.

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 898, of the Wayne County, Michigan Registry of Deeds.

Wayne County Tax Parcel Nos. 48-001-04-0717-006 and 48-001-04-0717-008

Address: 127 Hutton St., Northville, MI 48167

Exhibit B - RMJ2 Property

Lot 716, Assessor's Northville Plat No. 7 Subdivision, according to the plat thereof as recorded in Liber 66, Page 47 of Plats, Wayne County Records.

Reference is hereby made to that Warranty Deed filed in Liber 53247, Page 280, as corrected by Affidavit to Correct Clerical Error filed in Liber 53737, Page 189, of the Wayne County, Michigan Registry of Deeds.

Wayne County Tax Parcel No. 48-001-04-0716-000

Address: 157 E. Main St., Northville, MI 48167

Exhibit C - City Property

Tract 1:

That part of Lot 717, Assessor's Northville Plat No. 7, of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the South line of Lot 717, said point being distant S. 85° 30' 10" W., 72.00 feet from the S.E. corner of said Lot 717; Proceeding thence along said South lot line, S. 85° 30' 10" W., 5.65 feet to the S.W. corner of said Lot 717, thence N. 3° 43' 02" W., 101.02 feet along the West line of Lot 717; thence N. 88° 24' 50" E., 9.40 feet; thence S. 1° 35' 10" E., 100.66 feet to the point of beginning, known as Parcel D.

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 896, of the Wayne County, Michigan Registry of Deeds.

Tract 2:

That part of Lot 717: "Assessor's Northville Plat No. 7" of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the South line of Lot 717, said point being distant S. 85° 30' 10" W., 17 feet from the S.E. corner of said Lot 717; Proceeding thence along said South lot line, S. 85° 30' 10" W., 55 feet; thence N. 1° 35' 10" W., 100.66 feet; thence N. 88° 24' 50" E., 6.91 feet; thence S. 1° 35' 10" E., 17.00 feet; thence N. 88° 24' 50" E., 65.00 feet to a point on the East line of said Lot 717; thence along said East lot line, S. 1° 35' 10" E., 43.00 feet; thence S. 85° 30' 10" W., 17 feet; thence S. 1° 35' 10" E., 17.00 feet to the point of beginning, known as Parcel "C".

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 897, of the Wayne County, Michigan Registry of Deeds.

Tract 3:

That part of Lot 717, "Assessor's Northville Plat No. 7" of Blocks 9, 10 and 11 of Plat of the Village of Northville and of part of the N. ½ of Sec. 3, T. 1S., R. 8E., Village of Northville (Now City of Northville), W.C.M., as recorded in Liber 66 of Plats, on Page 47, W.C.R., being described as follows: Beginning at a point on the East line of Lot 717, said point being distant N. 1° 35' 10" W., 175.00 feet from the S.E. corner of said Lot 717; Proceeding thence S. 85° 30' 10" W., 104.93 feet to a point on the West line of lot 717; thence along said West lot line, N. 0° 33' 22" E., 15.25 feet to a point which is S. 0° 33' 22" W., 20.02 feet from the N.W. corner of said lot 717; thence N. 72° 47' 59" E., 18.30 feet; thence N. 85° 27' 51" E., 86.72 feet to a point on said East line of Lot 717; thence S. 1° 35' 10" E., 19.29 feet to the point of beginning, known as Parcel E.

Reference is hereby made to that Warranty Deed filed in Liber 20901, Page 898, of the Wayne County, Michigan Registry of Deeds.

Wayne County Tax Parcel Nos. 48-001-04-0717-007 and 48-001-04-0690-300

Address: Main St. and Hutton St., Northville, MI 48167

Exhibit D – BANA Property Access Easement

Part of Lot 717, Assessor's Northville Plat No. 7, as recorded in Liber 66 of Plats, Page 47, Wayne County Records, described as: Commencing at the Southeast corner of said Lot 717; thence North $01^{\circ} 35' 10''$ West, along the East line of Lot 717 and the West line of Hutton Street, 60.00 feet; thence South $88^{\circ} 24' 50''$ West, 65.00 feet; thence North $01^{\circ} 35' 10''$ West, 37.00 feet to the **Point of Beginning**; thence South $88^{\circ} 24' 50''$ West, 16.31 feet; thence North $03^{\circ} 43' 02''$ West, 3.98 feet to the Northeast corner of Lot 716 of said Assessor's Northville Plat No. 7; thence South $84^{\circ} 56' 00''$ West, 26.01 feet to the Northwest corner of Lot 716 of said Assessor's Northville Plat No. 7; thence North $00^{\circ} 33' 22''$ East, along the Westerly line of said Lot 717, 6.05 feet; thence North $88^{\circ} 32' 18''$ East, 5.95 feet; thence North $01^{\circ} 36' 27''$ West, 41.73 feet; thence South $61^{\circ} 15' 27''$ East, 8.60 feet; thence South $00^{\circ} 53' 08''$ East, 37.45 feet; thence North $89^{\circ} 34' 48''$ East, 32.09 feet; thence South $01^{\circ} 52' 07''$ East, 10.15 feet to the **Point of Beginning**. Containing 577 square feet, more or less.