



City of
Jonesville

265 E. Chicago Street, Jonesville, MI 49250

(517) 849-2104
(517) 849-9037 Fax
www.jonesville.org

**CITY OF JONESVILLE
LOCAL DEVELOPMENT FINANCE AUTHORITY
REGULAR MEETING AGENDA
AUGUST 16, 2023, 8:30 A.M.
JONESVILLE CITY HALL, 265 E. CHICAGO STREET**

LDFA Project Priorities:

1. Entrepreneurial Park Development
2. Workforce and Training Support
3. Housing Development Support

1. CALL TO ORDER

2. PRESENTATIONS AND RECOGNITIONS

- A. None

3. APPROVAL OF AGENDA

[Action Item]

4. APPROVAL OF MINUTES

- A. April 19, 2022 Meeting

[Action Item]

5. PUBLIC COMMENT

6. FINANCIAL REPORTS

- A. Through June 30, 2023

[Action Item]

7. NEW BUSINESS

- A. Consider Letter of Interest – Lot 5 Jonesville Industrial Park

[Action Item]

8. OTHER BUSINESS

- A. Economic Development Partnership Report
B. Staff Updates

9. ROUNDTABLE DISCUSSION

- A. LDFA Board Member Updates

10. ADJOURNMENT– Next Scheduled Meeting: Wednesday, October 18, 2023 8:30 a.m.

**City of Jonesville
Local Development Finance Authority
Minutes of April 19, 2023**

Present: Gerry Arno, Rick Schaerer, Scott Campbell, Eric Weatherwax, and Steve Lanius

Absent: Jim Parker, Steve Harding, and Linda Garcia

Also Present: Sue Smith and Manager Jeff Gray

Chairman Schaerer called the meeting to order at the Jonesville City Hall, 265 E Chicago Street, Jonesville, MI at 8:30 a.m.

Gerry Arno made a motion and was supported by Scott Campbell to approve the agenda as presented. All in favor. Absent: Jim Parker, Steve Harding, and Linda Garcia. Motion carried.

Scott Campbell made a motion and was supported by Erik Weatherwax to approve the minutes of December 15, 2022. All in favor. Absent: Jim Parker, Steve Harding, and Linda Garcia. Motion carried.

Erik Weatherwax made a motion and was supported by Gerry Arno to accept the financial reports through February 28, 2023. All in favor. Absent: Jim Parker, Steve Harding, and Linda Garcia. Motion carried.

Manager Gray presented the Fiscal Year 2023/2024 Budget that is being proposed by the LDFA Budget Committee. He also presented the Fiscal Year 2023/2024 CIP and the Fiscal Year 2023/2024 Estimated Fund Balance for the LDFA. Erik Weatherwax made a motion and was supported by Scott Campbell to approve the proposed budget and CIP. All in favor. Absent: Jim Parker, Steve Harding, and Linda Garcia. Motion carried.

Sue Smith, EDP Director, provided updates which included a visit to Ultra Fit (formerly Bay Alphi), interest in the former Interdyne building, a housing study currently being done by the EPA, and a child care program called "Tri-Share," stating that there are also grant funds available to child care facilities for furnishings, equipment, improvements, etc. She also mentioned a program called "Make My Move," which offers incentive packages to attract remote workers to our area.

Manager Gray and LDFA members provided updates.

The meeting was adjourned at 9:20 a.m.

Submitted by,

Lenore M. Spahr
Deputy Clerk



To: Jonesville LDFA Board
From: Jeffrey M. Gray, City Manager 
Date: August 11, 2023
Re: Manager Report and Recommendations – August 16, 2023 LDFA Meeting

6. A. Financial Report

[Action]

Attached is a revenue and expenditure report for the LDFA through June 30th. The report shows revenue and expenditure activity for the month of June and year-to-date. It also illustrates the amount budgeted for each line item and the available balance in that line. Also attached is a report of the current cash balances in all accounts as of June 30th. I recommend a motion to accept the financial report through June 30, 2023. *Please refer to the attached revenue and expenditure report and cash balance report.*

7. A. Consider Letter of Interest – Lot 5 Jonesville Industrial Park

[Action]

This agenda item is reserved for discussion of interest in Lot 5 in the Industrial Park. The LDFA and City developed the park for the purpose of creating manufacturing tax base and jobs. Typical terms of property sale are a below-market sale price of \$5,000 per acre, with reimbursement of eligible site improvement expenses up to the purchase price. The Deed Restrictions require new building investment within one year of sale, and the extent of property reimbursement is negotiable, depending upon the level of investment.

McLaren Industries manufactures rubber equipment tires, tracks and skid steer attachments. The company is currently located in Jacksonville, Florida with manufacturing facilities primarily in Thailand and China. They have interest in purchasing the former Interdyne building, as well as Lot 5, which is located directly north of the property (see attached lot plan). The intended purpose of Lot 5 is for the outdoor testing of tracks and tires.

The letter of interest proposes a purchase price of \$20,000 (approximately \$3,731 per acre) and makes no commitments to investment in new tax base. 10 to 15 full-time equivalent jobs would be added to the former Interdyne building within 3 years. Outdoor storage is typically not allowed in the Industrial Park, under the Deed Restrictions.

The LOI was presented to a subcommittee of the LDFA consisting of Chair Rick Schaerer, Jim Parker and Mayor Gerry Arno. It was the consensus of the group that sale without an investment commitment is not desirable and staff was asked to propose a land lease as an alternative. The company has responded that it is not interested in negotiating a lease.

Staff is seeking action from the LDFA to advise whether it is interested in entertaining the LOI as presented, rejecting the LOI, proposing a counter offer, or taking some other action.

I regret the unenthusiastic tone of this presentation. Staff respects the company's objectives with the use of the land and values occupancy of the currently vacant building. However, the project, as currently proposed, lacks tax base investment that is critical to the growth of the City. As you know, we are accustomed to proposals that seek to meet the objectives of both the business and the LDFA. EDP Executive Director, Sue Smith, is working to obtain additional investment data from the company to inform the discussion, which we hope will be available prior to the meeting. *Please refer to the attached Letter of Interest, Industrial Park lot layout, Deed Restrictions, Industrial Park Fact Sheet, land lease correspondence.*

8. A. Economic Development Partnership Report

This item is reserved for and additional updates from Executive Director Sue Smith.

8. B. Staff Updates

This item is reserved for updates by staff regarding LDFA projects and other City business.

9. A. LDFA Board Member Organization Updates

This item reserved for updates from members of the Board to provide updates regarding their organizations and other activities of interest to the LDFA.

Correspondence:

- EDP Dinner Invitation

PERIOD ENDING 06/30/2023

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE		2022-23	AVAILABLE		% BDGT
		MONTH 06/30/2023	06/30/2023	06/30/2023	BALANCE		% BDGT		
		INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	AMENDED BUDGET	NORMAL	(ABNORMAL)	USED
Fund 247 - LOCAL DEVELOPMENT FINANCE AUTHORITY									
Revenues									
Dept 000 - BALANCE SHEET/REVENUE									
247-000-403.000	REAL PROPERTY TAXES		0.00		82,741.10	83,234.00		492.90	99.41
247-000-403.075	PERSONAL PROP TAX REIMBURSEMENT		0.00		317,526.94	250,000.00		(67,526.94)	127.01
247-000-664.000	LEASE/IND PARK RADIO TOWER		385.83		18,399.12	14,000.00		(4,399.12)	131.42
247-000-665.000	INTEREST EARNINGS		13,690.44		118,351.56	500.00		(117,851.56)	13,670.31
247-000-694.100	OTHER INCOME - FARM LAND		0.00		4,200.30	4,200.00		(0.30)	100.01
Total Dept 000 - BALANCE SHEET/REVENUE			14,076.27		541,219.02	351,934.00		(189,285.02)	153.78
TOTAL REVENUES			14,076.27		541,219.02	351,934.00		(189,285.02)	153.78
Expenditures									
Dept 729 - DEVELOPMENT ACTIVITIES									
247-729-702.000	SALARIES AND WAGES		0.00		2,772.54	2,500.00		(272.54)	110.90
247-729-715.000	EMPLOYERS SHARE - FICA & MEDICARE		0.00		206.39	150.00		(56.39)	137.59
247-729-716.000	HEALTH INSURANCE		0.00		257.62	200.00		(57.62)	128.81
247-729-718.000	DISABILITY		0.00		17.69	25.00		7.31	70.76
247-729-719.000	RETIREMENT - EMPLOYER PORTION		0.00		169.41	150.00		(19.41)	112.94
247-729-721.000	LIFE INSURANCE		0.00		15.09	20.00		4.91	75.45
247-729-722.000	EMPLOYEE ASSISTANCE PROGRAM		0.00		1.58	5.00		3.42	31.60
247-729-723.000	DENTAL INSURANCE		0.00		48.84	40.00		(8.84)	122.10
247-729-724.000	OPTICAL INSURANCE		0.00		9.47	10.00		0.53	94.70
247-729-727.000	OFFICE SUPPLIES		9.97		19.72	100.00		80.28	19.72
247-729-740.000	OPERATING SUPPLIES		0.00		95.82	1,000.00		904.18	9.58
247-729-801.100	PROF SERVICES - EDP PARTNERSHIP		0.00		15,000.00	15,000.00		0.00	100.00
247-729-818.000	CONTRACTUAL		404.10		8,760.30	10,000.00		1,239.70	87.60
247-729-900.000	PRINTING & PUBLISHING		0.00		0.00	5,000.00		5,000.00	0.00
247-729-921.000	ELECTRICITY		92.69		1,132.92	1,000.00		(132.92)	113.29
247-729-924.000	WATER AND SEWER		0.00		0.00	500.00		500.00	0.00
247-729-930.000	REPAIRS & MAINTENANCE		0.00		100.00	500.00		400.00	20.00
247-729-940.000	EQUIPMENT RENTAL		0.00		1,428.18	1,500.00		71.82	95.21
247-729-965.000	CONTRIB TO GEN FUND-ADMIN WAGES/BENE		0.00		31,808.00	31,808.00		0.00	100.00
247-729-965.100	CONTRIB TO GEN FUND - ST LIGHT ELEC		5,304.00		5,304.00	5,304.00		0.00	100.00
247-729-965.400	CONTRIB TO WATER DEBT PAYMENT		25,000.00		25,000.00	25,000.00		0.00	100.00
247-729-965.600	CONTRIB TO GEN FUND		1,480.00		1,480.00	2,689.00		1,209.00	55.04
247-729-966.000	RESERVE FOR FUTURE EXPANSION		0.00		0.00	45,000.00		45,000.00	0.00
247-729-967.000	RESERVE FOR SPECIAL PROJECTS		0.00		0.00	35,000.00		35,000.00	0.00
247-729-967.500	RESERVE FOR INFRASTRUCTURE IMPROVEMENTS		0.00		0.00	35,000.00		35,000.00	0.00
Total Dept 729 - DEVELOPMENT ACTIVITIES			32,290.76		93,627.57	217,501.00		123,873.43	43.05
TOTAL EXPENDITURES			32,290.76		93,627.57	217,501.00		123,873.43	43.05
Fund 247 - LOCAL DEVELOPMENT FINANCE AUTHORITY:									
TOTAL REVENUES			14,076.27		541,219.02	351,934.00		(189,285.02)	153.78
TOTAL EXPENDITURES			32,290.76		93,627.57	217,501.00		123,873.43	43.05
NET OF REVENUES & EXPENDITURES			(18,214.49)		447,591.45	134,433.00		(313,158.45)	332.95

08/10/2023 08:47 AM
User: LSPAHR
DB: Jonesville

BALANCE SHEET FOR CITY OF JONESVILLE
Period Ending 06/30/2023

Page: 1/1

Fund 247 LOCAL DEVELOPMENT FINANCE AUTHORITY

GL Number	Description	Balance
*** Assets ***		
247-000-001.000	CASH - CHECKING	1,209.45
247-000-007.000	CASH - MI CLASS INVESTMENT ACCT	3,150,349.47
247-000-130.000	LAND	97,544.00
Total Assets		3,249,102.92
*** Liabilities ***		
247-000-202.000	ACCOUNTS PAYABLE	506.76
247-000-339.000	DEFERRED REVENUES	1,283.76
Total Liabilities		1,790.52
*** Fund Balance ***		
247-000-390.000	FUND BALANCE	2,799,720.95
Total Fund Balance		2,799,720.95
Beginning Fund Balance		2,799,720.95
Net of Revenues VS Expenditures		447,591.45
Ending Fund Balance		3,247,312.40
Total Liabilities And Fund Balance		3,249,102.92



July 20, 2023

Mr. Jeffrey M. Gray
City Manager
City of Jonesville
265 E Chicago Street. Jonesville, MI 49250

RE: Letter of Intent to Purchase – 102 Interdyne Dr., Jonesville, MI

Dear Jeff:

The purpose of this *Letter of Intent* is to summarize mutually agreeable terms for the purchase and sale of the above referenced property and equipment. Please confirm that the following accurately represents such so they may be incorporated into a formal purchase and sale agreement.

- Purchaser:** New Age Properties LLC, a Florida limited liability company
- Seller** City of Jonesville
- Property:** The approximately 5.36 acres commonly known as 102 Interdyne Dr, Jonesville, Michigan. APN: 21-120-001-005 ("Property").
- Purchase Price:** USD Twenty thousand and 00/100 Dollars (\$20,000.00) ("Purchase Price").
- Sale Contingency:** This transaction is contingent on Purchaser's completion of the purchase of 530 Industrial Parkway, Jonesville, MI, from Interdyne Inc.
- Contingency Period:** Purchaser shall have sixty (60) days commencing on the execution of the Purchase Agreement ("Contingency Period") to perform due diligence. Due diligence includes examination of the Property's title, physical condition, survey and environmental condition as well as financing. The PSA (as hereinafter defined) shall provide reasonable access, consent and cooperation from Seller for Purchaser to perform its due diligence.
- Time of Closing:** Closing shall occur within thirty (30) days after the closing date of 530 Industrial Parkway Jonesville, MI and the expiration of the Contingency Period.
- Earnest Money Deposit:** Within three (3) days (Saturday, Sunday and US Federal holidays excluded) from Seller's execution of the PSA, Purchaser shall deposit \$5,000.00, with the title company, to be agreed upon by the parties, to be held in escrow and to be applied to the Purchase Price upon closing.
- Expenses:** All taxes and assessments which have become a lien upon the Property, on the date of closing, shall be prorated on a due date basis and in accordance with local custom.
- Seller shall pay all transfer taxes. Seller shall pay for the owner's title insurance policy and any endorsements to provide title to Purchaser as required herein.
- Purchaser shall pay for any extended coverages and/or lender's policy.
- All other fees and costs shall be apportioned in accordance with local custom.
- Purchase and Sale Agreement:** Within fourteen (14) days (Saturday, Sunday and US Federal holidays excluded) of confirmation that the terms contained herein are acceptable to both Seller and Purchaser, Purchaser shall deliver a purchase and sale agreement form ("PSA") to Seller.

Non-Binding: Neither party shall have any obligation with respect to the matters set forth in this letter until such time as Purchaser and Seller have entered into a mutually agreeable PSA.

SELLER:

Accepted and Agreed

By: _____

Its: _____

Date: _____

PURCHASER: NEW AGE PROPERTIES LLC

Accepted and Agreed

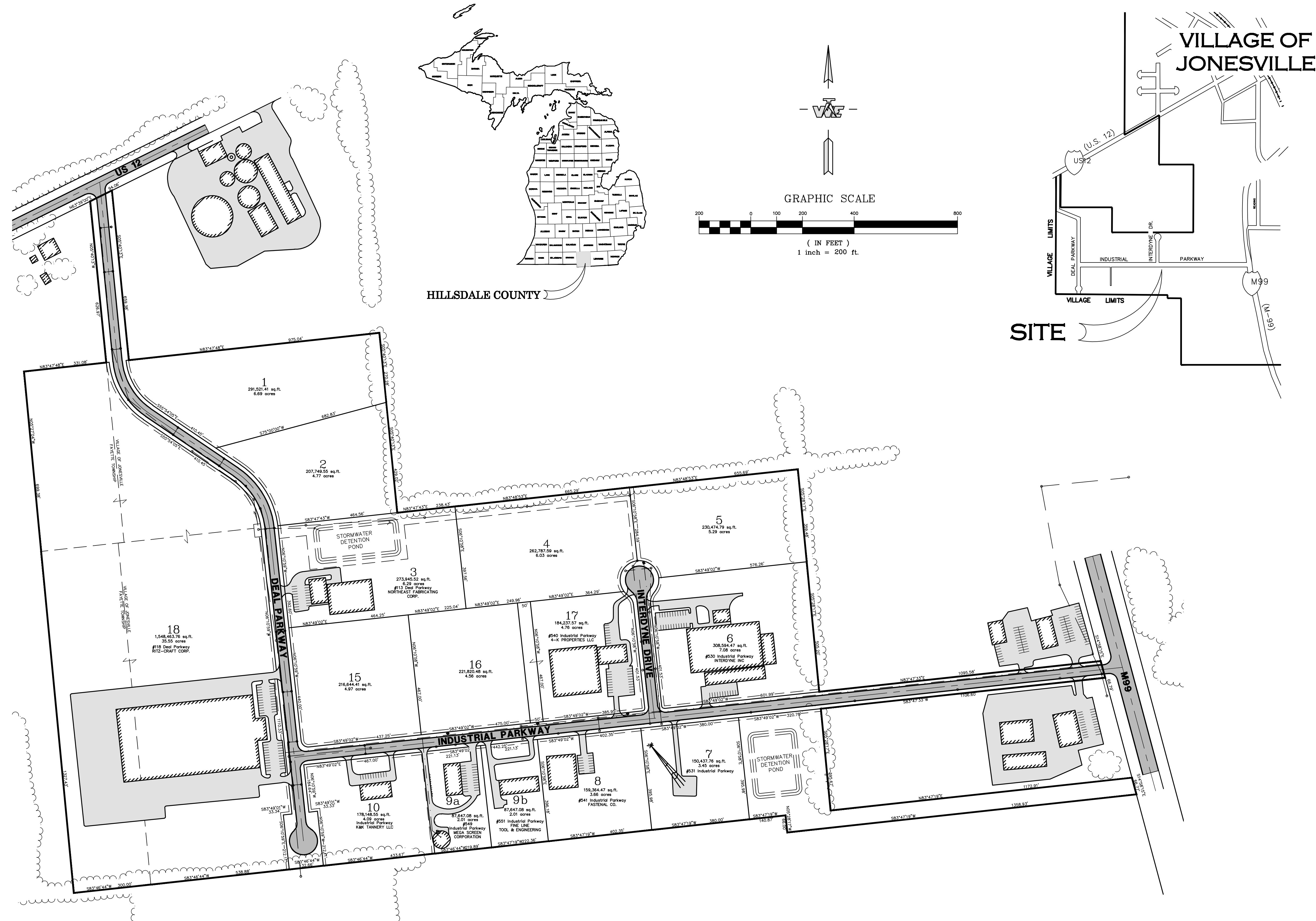
By: Edmund E. Reyes III

Its: Controller

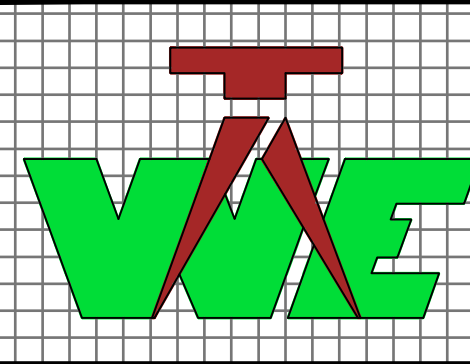
Date: 7/21/23

JONESVILLE INDUSTRIAL PARK

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF SECTION 8, T6S, R3W, VILLAGE OF JONESVILLE AND TOWNSHIP OF FAYETTE HILLSDALE COUNTY, MICHIGAN.



INDUSTRIAL PARK INFORMATION	
1. ZONING	A.) SITE: I-1 LIGHT INDUSTRIAL B.) ADJACENT PARCELS i.) NORTH: AG ii.) SOUTH: AG iii.) WEST: AG iiii.) EAST: HC
2. FLOODPLAIN	100 YEAR FLOOD PLAIN ELEVATION = N/A
3. SITE INFORMATION	A.) 117 ACRES OR 5,094,863.71 SQUARE FEET B.) DEED RESTRICTIONS: ZONED
4. PARKING REQUIREMENTS	B.) REQUIRED: 1 SPACES / 1000 SFT GFA PLUS OFFICE REQUIREMENTS
5. BUILDING INFORMATION	A.) BUILDING HEIGHT: 45' B.) NUMBER OF BUILDINGS: ZONED C.) EXTERIOR BUILDING MATERIAL: ZONED
6. PARKING / BUFFERS / SETBACKS / REQUIREMENTS	A.) FRONT SETBACK: 50' B.) SIDE SETBACK: 15' C.) REAR SETBACK: 30'
7. PROPOSED SIGNAGE: ZONED	
8. PROPOSED LIGHTING: ZONED	



WOLVERINE
Engineers & Surveyors, Inc.
312 North Street
Mason, Michigan 48854
Ph: 517-676-9200
Fx: 517-676-9396
<http://www.wolveng.com>

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this 18th day of January, 1995 by Jonesville Local Development Finance Authority, of Jonesville, Michigan.

WHEREAS, Jonesville Local Development Finance Authority (hereinafter called LDFA) is the owner of real property described on the attached Exhibit A and wishes to subject said property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each subsequent owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof and any owner thereof.

1. Declaration. LDFA hereby declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

2. Definitions. "Jonesville Industrial Park" shall mean and include all of the real estate from time to time subject to the restrictions and covenants imposed by this instrument.

"Building Site" shall mean a parcel of land upon which an administration or industrial building or buildings and appurtenant structures may be erected in conformance with these covenants.

"Improvements" shall mean and include an administration or industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above

ground.

"Building line or lines" shall mean the minimum distance which administration or industrial buildings and outbuildings or any structure of any type or kind located above ground shall be set back from the property or street lines.

"Side building site line" shall mean the boundary or property line dividing two adjoining building sites.

For the purpose of these restrictions, the term "Approval Committee" shall, upon the initial effectiveness of this instrument, be deemed to mean the Board of Directors of the LDFA with such Secretary serving as Secretary of the "Approval Committee". Thereafter, the make-up of the "Approval Committee" shall be as herein provided, and as provided under the provisions of paragraph nine hereof. A majority of the members of such committee shall constitute a quorum of such committee and are vested with authority to make any decisions, perform any acts and execute any written instruments of approval or consent required by these restrictions. The "Approval Committee" shall have full power to select, appoint, retain and use any agents or sub-committees of any type and nature as it deems advisable to render such assistance to said "Approval Committee" and to perform such acts as said "Approval Committee" and to perform such acts as said "Approval Committee" shall determine.

3. Primary Intended Use. All of the building sites in the Jonesville Industrial Park shall be used for light industrial, research and development, storage and warehouse facilities directly

related to manufacturing operations.

4. Prohibited Uses. The following uses shall not be permitted:

- A. Residential construction
- B. Commercial incineration.
- C. Auto or truck wrecking or salvage yards of any type.
- D. Open storage or disposal of waste paper, rags, scrap metals, scrap glass.
- E. Central mixing plant for asphalt or concrete.
- F. Process emitting excessive odor, dust, fumes, noise, smoke or vibration.
- G. Trucking terminals.
- H. Holding of live animals.

5. Required Standards.

- A. No building having barrel/quonset hut type or pole building construction shall be built on any building site.
- B. All lot areas not used for buildings, roads, parking, loading and storage area shall be properly maintained thereafter in a well-kept condition.
- C. Structures or buildings erected in the Jonesville Industrial Park shall have the following setback requirements:

- 1. Rear Yard: The rear yards shall be not less than 25 feet;
- 2. Side Yard: The side yards shall be not less than 15 feet;

3. Building Line: The minimum front yard building setback shall be not less than 50 feet from road right of way line.

D. Land embraced within the front yard setbacks shall not be used for storage or any other use with the exception of parking, yard use, landscaping use and access to the property.

E. Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the site. No storage shall be permitted on the setback required by paragraph 5D and all storage shall be shielded by fence or landscaping so as to screen such storage areas from public streets and adjoining properties.

F. Each owner must provide adequate off-street parking facilities so as to eliminate any necessity for the parking of vehicles upon the public streets within this Park. All driveways, walks, parking areas and loading areas shall be clearly defined and well maintained.

G. All buildings shall have exterior facing of architectural approved materials such as: face brick, concrete block, architectural concrete, steel or aluminum factory finished panels and glass. At least twenty-five (25) percent of the sides of any building facing upon a public street or a public highway must be treated with finished materials. Finished materials are defined as: face brick, glass, ornamental stone

or other decorative material. All exposed concrete block or metal must be painted or varnished within sixty days from the date of occupancy, except those materials not normally painted or those materials which have been pre-finished. No used material shall be incorporated within any building. No structure, covering, garage or other outbuilding of a temporary nature shall be situated, erected or maintained on any parcel of the subject property, but this shall not apply to construction building or storage facilities used in the course of construction of any permanent building.

H. Provision for handling all freight either by railroad or truck, shall be, if possible, on the side or rear of the building.

I. All utility easements as dedicated shall be kept free of all structures and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form.

6. Signs. No billboards or advertising signs other than those identifying the names, businesses and products of the firm or business occupying the premises will be permitted with the exception of municipal signs.

7. Construction Plans. No construction, erection, relocation or exterior alteration of any buildings, structures or other facilities may be commenced and completed on any part of said real estate without securing in advance the written consent and approval of the "Approval Committee". The following information, as

appropriate, shall be submitted to the Chairman of the "Approval Committee" for its consideration of any plans:

- A. Preliminary architectural plans for the proposed building, structure or improvement.
- B. A site plan showing location and design of buildings, structures, signs, driveways, driveway intersection with streets, parking areas, loading areas and sidewalks.
- C. A grading plan and a planting plan, including screen walls and fences, if any, for analysis of adequacy of visual screening, erosion control and landscaping.
- D. A description of proposed operations on said real estate, an estimate of the maximum number of employees contemplated and a plan showing location of utilities and easements therefor, if any.
- E. A list of exterior finish materials to be used in construction.

Within thirty days after receipt of the above listed information, the "Approval Committee" shall meet to review the plans as submitted. Upon finding that the requirements of Sections 3, 4, 5 and 6 have been met, the "Approval Committee" shall notify the owner of the land in writing that the plans have been approved, or similarly notify the owner of the specific grounds for disapproval of said plans.

8. Repurchase. If, after the expiration of one year from the date of execution of a sale contract agreement on any part, parcel, tract, tracts or lot within the Jonesville Industrial Park, any

purchaser shall not have begun in good faith the construction and/or continued the construction of an acceptable building upon said part, parcel, tract, tracts or lot, the LDFA retains the option to refund the purchase price and enter into possession of the land. At any time, the LDFA, its successors and assigns, may extend in writing the time in which such building is to be built. Upon such refund of the purchase price, the purchaser shall execute and deliver to the LDFA a good and sufficient reconveyance of said premises.

9. Approval Committee. The Approval Committee shall consist of LDFA members. The Chairman of the Approval Committee shall be a member of the LDFA Board.

At such time as two lots within the new Jonesville Industrial Park are sold to two different unrelated business entities, the owners of those two lots shall be entitled to appoint a representative to the "Approval Committee".

In the event LDFA ceases to exist by operation of law or for any other reason, then in that event, the Village of Jonesville shall appoint individuals to replace the LDFA members.

The "Approval Committee" shall have full power and authority to enact regulations concerning the election of its members, terms of offices of members, procedures for the conduct of its meetings and all other matters necessary or incident to the proper functioning of the "Approval Committee" as representative of the owners of land within the Jonesville Industrial Park.

10. Remedies. If the grantee or its successors and assigns

or any lessee or occupant of any part of such real estate or any other person shall violate or attempt to violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and permissible for the LDFA or any owner or occupant of realty adjacent to that real estate on which such violation is occurring or contemplated, or the owner or occupant of any other real estate in said Jonesville Industrial Park, regardless of whether adjacent thereto, or any one or more of such persons to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including but not limited to actions for injunctive relief and damages. The LDFA shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions and restrictions all attorneys' fees, costs and expenses, without relief from valuation and appraisement laws, incurred by said LDFA with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.

11. Duration of Covenants. Each of the conditions, covenants, restrictions and reservations set forth herein shall continue to be binding upon the grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them in perpetuity; provided, however, that the conditions, covenants, restrictions and reservations set forth herein may be amended at anytime upon unanimous agreement of the

"Approval Committee" by the owners of land in the Jonesville Industrial Park representing 75% of the land therein figured by area.

12. Failure by the LDFA to enforce any of the restrictions, conditions and agreements herein contained shall in no event be deemed a waiver of right to do so thereafter.

13. Invalidation of any of these covenants or any part thereof by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Jonesville Local Development Finance Authority, Inc. by authority of its Board has caused this instrument to be executed by its President its Secretary this 27th day of November, 1995.

Executed in the Presence of:

Kristine B. Silver
Kristine B. Silver

Anne E. Dempsey
Anne E. Dempsey

Robert E. Snow
Robert E. Snow
President

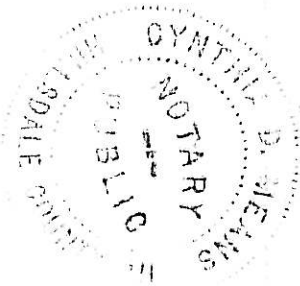
Dennis M. McComb
Dennis M. McComb
Secretary

Prepared by:

Kristine B. Silver
265 E. Chicago Street
Jonesville, Michigan 49250

STATE OF MICHIGAN)
) ss
 County of Hillsdale)

On this 27TH day of November in the year of our Lord one thousand nine hundred and ninety five before me, a notary public in and for said County appeared Robert E. Snow and Dennis M. McComb to me personally known, who, being duly sworn, did each for themselves say that they are respectively the president and secretary of the Local Development Finance Authority of the Village of Jonesville, the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board; and said Robert E. Snow and Dennis M. McComb acknowledged said instrument to be the free act and deed of said corporation.



Cynthia D. Means
 Cynthia D. Means, Notary Public
 Hillsdale County, Michigan
 My comm. expires: 3/11/96

EXHIBIT A

RECORDED
HILLSDALE CO. MICH.

'95 NOV 30 PM 1 53

Fayette Township,

REG. OF DEEDS

Hillsdale County, Michigan

A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, Described as:

Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 359.05 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 505.05 feet; thence South $83^{\circ} 49' 50''$ West 600.45 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 10.00 feet; delta = $90^{\circ} 00' 40''$; tangent = 10.00 feet; chord = 14.14 feet; chord bearing = North $51^{\circ} 10' 10''$ West) an arc length of 15.71 feet; thence North $06^{\circ} 10' 10''$ West 401.53 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = North $18^{\circ} 01' 33''$ East (an arc length of 42.23 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 75.00 feet; delta = $48^{\circ} 23' 38''$; tangent = 33.70 feet; chord = 61.48 feet; chord bearing = North $18^{\circ} 01' 35''$ East) an arc length of 63.35 feet; thence North $83^{\circ} 49' 50''$ East 575.39 feet to the Point of Beginning.

TOGETHER WITH AN ACCESS EASEMENT described as: A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as: Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 864.10 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 66.01 feet; thence South $83^{\circ} 49' 50''$ West 675.54 feet; thence North $06^{\circ} 10' 10''$ West 477.53 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = North $30^{\circ} 22' 00''$ West) an arc length of 42.23 feet; thence along the arc of a curve bearing to the Right (curve data: radius = 75.00 feet; delta = $276^{\circ} 47' 12''$; chord = 99.60 feet; chord bearing = North $83^{\circ} 49' 43''$ East) an arc length of 362.31 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 50.00 feet; delta = $48^{\circ} 23' 40''$; tangent = 22.47 feet; chord = 40.99 feet; chord bearing = South $18^{\circ} 01' 33''$ West) an arc length of 42.23 feet; thence South $06^{\circ} 10' 10''$ East 401.53 feet; thence along the arc of a curve bearing to the Left (curve data: radius = 10.00 feet; delta = $90^{\circ} 00' 40''$; tangent = 10.00 feet; chord = 14.14 feet; chord bearing = South $51^{\circ} 10' 10''$ East) an arc length of 15.71 feet; thence North $83^{\circ} 49' 50''$ East 600.45 feet to the Point of Beginning.

TOGETHER WITH AN ACCESS EASEMENT described as: A parcel of land in the Northeast One-Quarter (NE 1/4) of Section 8, Township 6 South, Range 3 West, Fayette Township, Hillsdale County, Michigan, described as: Commencing at the Northwest corner of the Northeast One-Quarter (NE 1/4) of said Section 8; thence North $83^{\circ} 48' 53''$ East, along the North line of said Section 8, 1320.47 feet; thence South $05^{\circ} 22' 55''$ East 864.10 feet to the Point of Beginning; thence continuing South $05^{\circ} 22' 55''$ East 66.01 feet; thence North $83^{\circ} 49' 50''$ East 1106.50 feet to the Westerly Right-of-Way line of State Highway M-99; thence North $14^{\circ} 55' 44''$ West, along the Westerly Right-of-Way line of State Highway M-99, 66.83 feet; thence South $83^{\circ} 49' 50''$ West 1095.42 feet to the Point of Beginning.



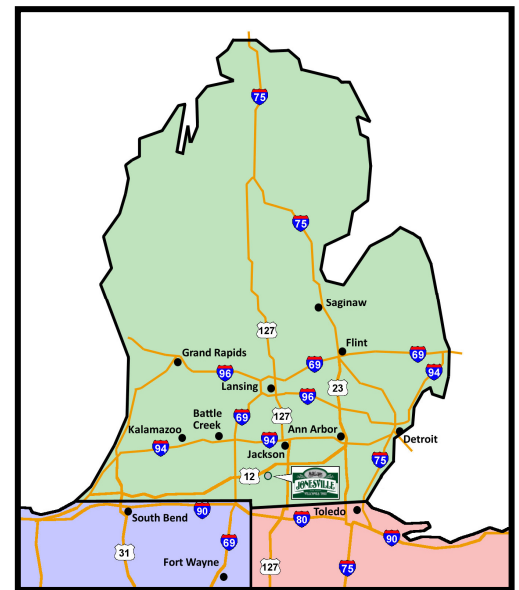
The Jonesville Industrial Park is located in the City of Jonesville, in south central Michigan, about 20 miles north of the intersection of the borders of Michigan, Indiana and Ohio. The park has direct road access to US-12 and M-99. This strategic location provides great access to the regional Interstate Highway network.

Park Features:

- Developed in 1996
- Available lots owned by the Jonesville Local Development Finance Authority (LDFA)
- Available lots range in size between 4.56 acres and 6.69 acres
- Adjoining lots may be combined for larger projects
- Land cost is negotiable, based on capital investment, and job creation. Typical land cost is \$5,000 per acre.
- All properties zoned I-1 (Light Industrial)
- Phase I environmental completed, no contamination
- Previous land use was agricultural

Utilities:

- Electricity: 4800 volts/8320 volts WYE 3 Phase, looped – Consumers Energy, provider
- Natural Gas: 4-inch main/55 lb. pressure – Michigan Gas Utilities, provider
- Sewer: 10-inch main – City of Jonesville, provider
- Water: 12-inch main, 50-70 psi, 320 mg/l hardness – City of Jonesville, provider
- Telephone: Multiple providers
- Broadband Coaxial and Fiber optic Internet: Multiple providers



Services:

- Police Protection: City Police Department
- Fire Protection: Volunteer Fire Department
- No local or county income tax
- Total combined commercial property tax millage: 61.3831 mills

Incentives:

- Development ready industrial sites
- Pro-business regulatory environment
- P.A. 198 Industrial Facilities Tax Exemptions for qualifying investments
- Reimbursement of site improvement costs up to the lot purchase price, based on investment and jobs creation



For More Information, Contact:

Jeff Gray, City Manager

(517) 849-2104

jgray@jonesville.org

www.jonesville.org

Jeff Gray

From: Eddie Dieppa <Eddie.Dieppa@mclarenusa.com>
Sent: Monday, August 7, 2023 4:46 PM
To: Jeff Gray; R.J. Doyle
Cc: 'Sue Smith'
Subject: Re: Jonesville Industrial Park LOI Adjacent Land

Jeff
Good afternoon. Thank you for the information below. We appreciate the City's concerns, but our company is not interested in negotiating a lease for the land. If the City is willing to sell the land without the specific deed restriction of construction within one year, I can send over a purchase agreement. All remaining proposed deed restrictions regarding mandatory or prohibited use of the land are accepted by us.
Regards
Eddie

Eddie Dieppa CPA
Controller
McLaren Industries, Inc.
6907 Broadway Avenue, Jacksonville FL 32254
Tel: 305-747-7862
Cell: 786-368-9867
Fax: 904-779-9953
www.mclarenindustries.com

From: Jeff Gray <JGray@jonesville.org>
Sent: Monday, August 7, 2023 12:22 PM
To: Eddie Dieppa <Eddie.Dieppa@mclarenusa.com>
Cc: 'Sue Smith' <:ssmith@hillsdaleedp.org>
Subject: RE: Jonesville Industrial Park LOI Adjacent Land

Eddie,

Sue and I have met with a contingency of the LDFA board to discuss the offer for the land behind the Interdyne building. As expected, there is hesitancy about selling the property without an investment commitment on the land.

They have asked me to see if you would consider entertaining a land lease with a right of first refusal, in lieu of purchase. The deal could convert to a sale if a building expansion occurs in the future. They are also interested to know your willingness to consider screening of the outdoor use/storage.

If you'd entertain the concept, I will put together a proposal with terms for consideration.

Jeff

Jeffrey M. Gray· City Manager
City of Jonesville
265 E. Chicago Street· Jonesville, MI 49250



The Board of Directors of the
Economic Development Partnership
of Hillsdale County
cordially invites you to attend

Our Twelfth Annual Celebration

WED., SEPT. 13TH, 2023

5:30 pm until 7:30 pm

HELD AT THE **ELKS LODGE**
60 N. Manning Street
Hillsdale, MI 49252

5:30 p.m. Wine & Hors d'oeuvres
6:00 p.m. Welcome and Economic Update

To be Presented:
Marvin E. Howell Community Service Award
Nelson B. Purdy Business & Industry Award
Entrepreneurial Excellence Award
Investment Recognition Awards

Cost: \$35.00 per person

*Please remit the enclosed
RSVP card with payment*

Economic Development Partnership of Hillsdale County

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INVITATION COMPLIMENTS OF



MICHIGAN
GAS UTILITIES