

Dexter, Michigan
Downtown Development Authority

MEETING NOTICE

AUGUST 16, 2012

7:30 AM

**DEXTER SENIOR CENTER
7720 ANN ARBOR STREET
DEXTER, MICHIGAN 48130**

Dexter Downtown Development Authority

Meeting Agenda

August 16, 2012 <> 7:30 AM

Dexter Senior Center

7720 Ann Arbor Street

Dexter, MI 48130

1. Call to Order:

2. Roll Call

Bellas, Rich

Brouwer, Steve

Covert, Tom

Darnell, Don

Finn, Doug

Jones, Carol

Keough, Shawn

Lundy, Dick

Model, Fred

O'Haver, Dan

Schmid, Fred

Willis, Randy

3. Approval of Minutes from July 19, 2012:

4. Approval of Agenda:

5. Arranged Audience Participation:

6. Non-Arranged Citizen Participation:

7. Treasurer's Report: **SENT IN SEPARATE EMAIL**

a) Invoices: NONE

b) Approval of Treasurer's Report-August

8. Correspondence / Communications:

9. Action Items: None

10. Discussion and Updates:

a) Broad Street Redevelopment Update.

b)Purchase of Banners for Light Poles Downtown

c) 3115 Broad Street Parking/Fire Lane

11. Village Reports:

a) President

b) Staff Update

12. Chairman's Report:

13. Non-Arranged Citizen Participation:

14. CLOSED SESSION FOR THE PURCHASE OF PROPERTY MCL 15.268 Sec. 8

15. Adjournment

Dexter Downtown Development Authority

July 19, 2012 <> 7:30 AM

Dexter Senior Center

7720 Ann Arbor Street

Dexter, MI 48130

MINUTES

1. Call to Order: Called to order at 7:30 by Chairman Steve Brouwer.

2. Roll Call

Bellas, Rich	Brouwer, Steve	Covert, Tom
Darnell, Don-ab	Finn, Doug	Jones, Carol
Keough, Shawn	Lundy, Dick-ab	Model, Fred
O'Haver, Dan-ab	Schmid, Fred-ab	Willis, Randy

Also in attendance: Courtney Nicholls, Dexter Assistant Village Manager.

3. Approval of Minutes from May 17, 2012: Motion by Randy, second by Rich to approve the minutes of May 17, 2012 as presented. Motion carries.

4. Approval of Agenda: Motion by Fred M, second by Tom to approve the agenda as presented. Motion carries.

5. Arranged Audience Participation: None

6. Non-Arranged Citizen Participation: None

7. Treasurer's Report:

a) Invoices: #768 to Scott Munzel for \$635.50 for legal services regarding the DAPCO property and # 3135937 to US Bank for Bond Fees for \$500.00. Motion by Rich, second by Randy to approve payment of the invoices to Scott Munzel for \$635.50 and to US Bank for \$500.00 for a total of \$1135.50. Motion carries

b) Approval of Treasurer's Report: Motion by Doug, second by Fred M to accept the Treasurer's Report for July as presented. Motion carries.

8. Correspondence / Communications: None

9. Action Items:

None

10. Discussion Updates:

a) Mill Creek Park Update – *Courtney reported the following: moving along to finish up the plaza area; still have to start on the stairway from the Library and the asphaltting in the back of 8140 Main Street; and a*

discussion was held on the placement of railings and that they need to be in place.

c) Broad Street Redevelopment Update. *This will be an item for next months meeting. The following was reported: need to find out more about the leasing agreements; could the site be split up for tax purposes; progressing on the environmental report; and need to schedule another meeting of the re-development team.*

d) Purchase of Banners for Light Poles Downtown
Need a follow-up regarding the banners.

11. Village Reports:

- a) President - Shawn reported that the Director of Licensing has signed the agreement for the cityhood boundaries. The next step is the 45 day referendum period to allow for a vote on the proposed city status and this goes to August 27. Shawn also reported on the Regional Fire Committee and that Dexter Township will be voting on the agreement either at their August or September meeting.
- b) Staff Support Update – None.

12. Chairman's Report: Steve reported that work has started on the Dexter Wellness Center on Baker Road.

13. Non-Arranged Citizen Participation:

None

14. Adjournment: Motion by Shawn and second by Randy to adjourn the meeting at 7:49 AM. Motion carries.

Respectfully submitted,

Carol Jones
Secretary

Potential Lease Rates		Refined Lease Rates		Monthly Amount	Potential 2012-13 Revenue Assumes October 2012 through June 2013
Dancer's Edge 6405					
	Current	\$6.22	\$39,839		
	Proposed	\$8.00	\$51,240	\$ 3,736.25	\$ 33,626.25
NO	Elite Defense 6222				
	Current	\$4.05	\$25,199		
	Proposed	\$0.00	\$0	\$ 0	\$ 0
NO	Dapco Industries 2520				
	Current	\$7.47	\$18,824		
	Proposed	\$0.00	\$0	\$ 0	\$ 0
NO	Broad Street Artists 3280				
	Current	\$6.06	\$19,877		
	Proposed	\$7.00	\$22,960		
Pritty Imports 1872					
	Current	\$2.78	\$5,204		
	Proposed	\$3.50	\$6,552	\$ 546.00	\$ 4,914.00
NO	Klapperich 8052				
	Current	\$5.06	\$40,743		
	Proposed	\$0.00	\$0	\$ 0	\$ 0
	28351				
	Total of 36,000 SRF+ or -		\$149,687	\$4,282.25	\$38,540.25
			\$80,752		
			\$51,387.00		

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

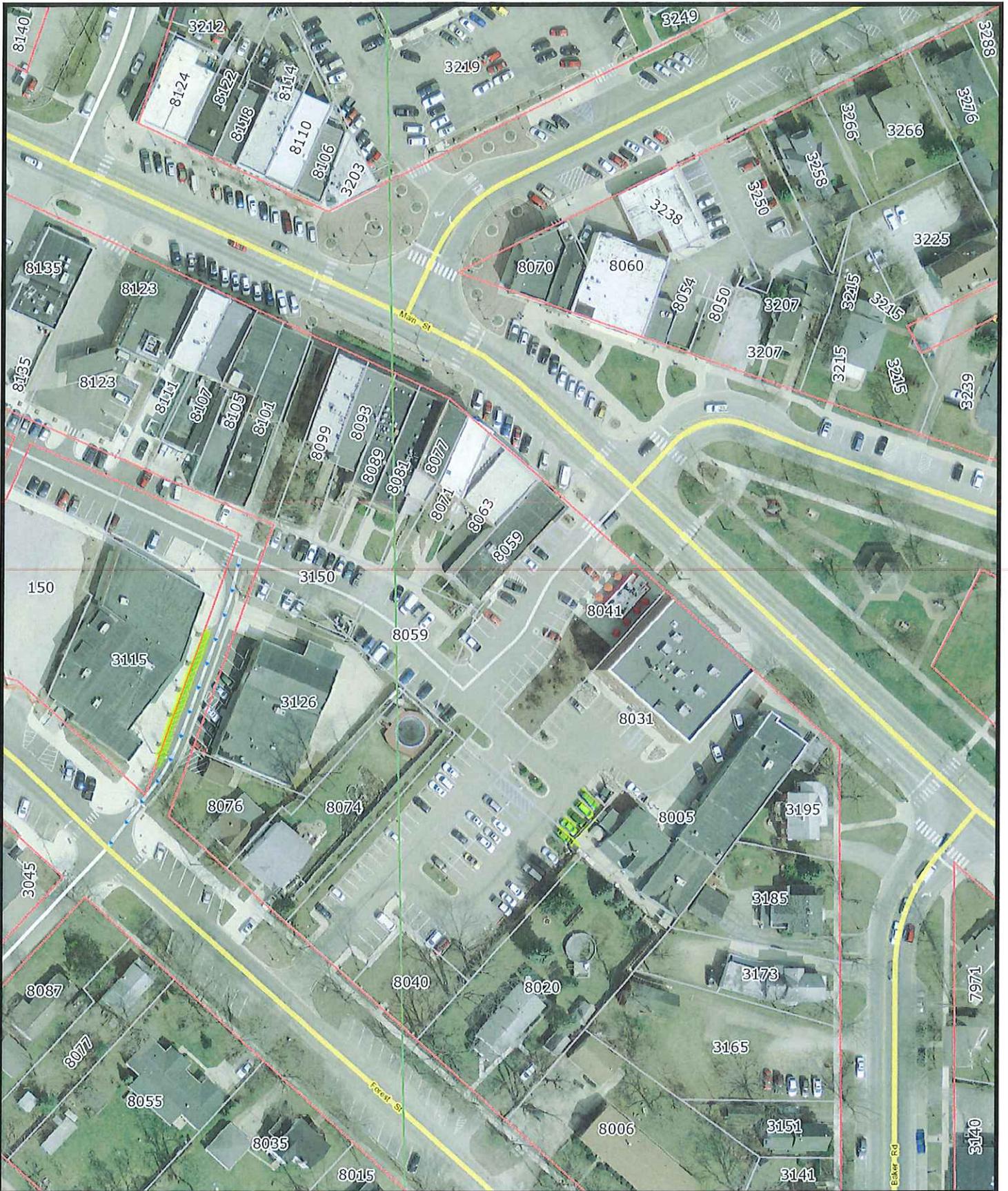
To: DDA Board
From: Donna Dettling, Village Manager
Date: August 16, 2012
Re: 3115 Broad Street Parking/Fire Lane

Randy Willis requested that the DDA revisit a parking issue created when a fire lane was installed next to his property at 3115 Broad Street. As background for this issue several documents are attached.

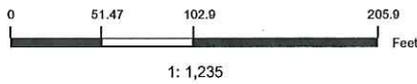
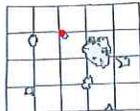
- Attached is a map of 3115 Broad Street Fire Lane
- A copy of the purchase agreement between the DDA and Randy Willis for a portion of the property at 3115 Broad Street, commonly known as the "Guardrail Purchase". Per that agreement, see section 23.3 *Integration with Seller's property. The DDA shall cooperate with the Seller to identify potential parking areas on all of Seller's property within the area of DDA improvements. If such locations are appropriate, the DDA shall install "rolled" low curbs so as to allow access to these parking locations. Seller requests and DDA agrees to develop parallel parking along the East side of 3115 Broad Street, with signage reserving those parking spaces for Seller's use on weekdays between the hours of 8 AM and 5 PM.*
- A copy of an email from February and March 2009.
- A current aerial map of the area.

To summarize this situation, the DDA purchased the guardrail property from Randy Willis in January of 2008. The DDA made improvements to circulation and parking in 2008. The Purchase Agreement set up the expectation with Randy that he would have 5 parallel parking spaces for his building at 3115 Broad Street. In February of 2009 it became apparent that the layout for one lane roadway and parking on both sides created safety issues for emergency vehicles. A Fire Lane was installed, which removed the parallel parking. This was done under the condition that designated parking for 3115 is provided elsewhere. At that time Randy asked that the DDA consider purchasing the Haas property, which is on the corner of Forest and Broad next to the Encore Theater. Although an attempt was made to purchase this property, an agreement was not reached with the Haas' and the topic has been on a back burner for several years.

Several months ago Randy asked that the DDA revisit this topic and consider a compromise for additional parking designated for one of his other properties in the area. On the aerial map attached there are 5 spaces next to Aubree's dumpster that block access to the back drive into Randy's property located at 8005 Main Street. Randy has requested the dedicated use of these spaces for his property.



Randy Willis Parking



NOTE: Parcels may not be to scale.
 The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

PURCHASE AGREEMENT AND DEVELOPMENT AGREEMENT

This Purchase Agreement and Development Agreement (Agreement) is made January 15, 2008, by and between the Dexter Downtown Development Authority, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130, (DDA); Randy Willis, Kathy Willis, and RW & KW, Inc., a Michigan corporation, whose address is PO Box 105, Dexter, Michigan 48130 (Seller), upon the following terms and conditions:

1. Description of Property. Seller is the owner of the property known as 3115 Broad Avenue, Dexter, Michigan, Tax ID No HD-08-06-210-054 (3115 Broad). The DDA desires to purchase, and Seller desires to sell, a portion of 3115 Broad, generally described as the rear (north) portion of 3115 Broad, to be more fully described in the title commitment noted below, as further described in Paragraph 2 below (the Property). The legal description and acreage of the Property shall be verified by the Survey (defined below), and amended, if necessary, subject to DDA's review and approval.

2. Sale. Seller shall sell and DDA shall purchase the Property including all right, title and interest in and to all appurtenances, leases, parking areas, easements, utilities, rights-of-way, roadways, minerals and mineral rights, oil, gas and other hydrocarbon substances, air rights, development rights, and all site engineering studies and surveys, if any, owned by Seller. DDA shall also purchase the canopy overhanging the Property, and remove it pursuant to the terms of Paragraph 23 below. DDA shall purchase the Property subject to an easement for ingress and egress purposes for the benefit of 3115 Broad (the Access Easement).

3. Purchase Price. The purchase price (Purchase Price) for the Property shall be Ninety Five Thousand and 0/100 Dollars (\$95,000.00). The Purchase Price shall be paid in full at Closing (defined below) in immediately available funds.

4. Earnest Money Deposit. DDA shall, on the date DDA receives a counter-part of this Agreement signed by Seller (the Effective Date), deliver to Absolute Title Company (the Title Company) a check in the amount of Ten Thousand and 0/100 Dollars (\$10,000.00) as an earnest money deposit (Deposit). The Deposit shall be applied to the Purchase Price at Closing. If there is no Closing, the Deposit shall be returned to DDA or retained by Seller, as the case may be, in accordance with the terms of this Agreement.

5. Conveyance by Warranty Deed. At Closing, Seller shall convey by Warranty Deed marketable title to the Property free and clear of all liens, encumbrances and easements, except as are acceptable to DDA. The Warranty Deed shall reserve the Access Easement for the benefit of 3115 Broad.

6. Title Insurance Commitment and Policy. Within 30 calendar days of the Effective Date, Seller will provide, at DDA's sole cost and expense, a commitment for an owner's fee policy of title insurance, without standard exceptions, in the amount of the Purchase Price of the Property, dated on or after the date of this Agreement (the Commitment), from the Title Company, committing the Title Company to insure DDA as fee simple owner of the Property, and evidencing marketable title in DDA free of all liens and encumbrances (except those approved by DDA and the Access Easement), together with a copy of all documents of record affecting the

Property. At Closing, Seller shall cause the Title Company to “mark-up” the Title Commitment to reflect the condition of title at the date of Closing and show DDA as both insured and fee simple owner. DDA, at its sole cost, shall cause the Title Company to issue the owner’s policy of title insurance and endorsements required under this Agreement as soon as possible after Closing. Any existing Mortgages, security interests, or other financial encumbrances upon the Property shall be paid and discharged by the Seller at Closing.

7. Survey. Within 30 calendar days of the Effective Date, DDA shall, at DDA’s cost, cause to be prepared and delivered to DDA a survey of the Property (the Survey). The Survey will be in a form that permits the issuance of a title insurance policy without standard exceptions.

8. Objections To Title And Survey. DDA shall have five business days after receipt of the Title Commitment to notify Seller of any objections to the Title Commitment, and DDA shall have five business days after receipt of the Survey to notify Seller of any objections to the Survey. If DDA does not object within the five business days, it will be deemed to have waived any such objections. If DDA objects in writing to the condition of title or the Survey based on the Commitment, the Survey or as otherwise discovered by DDA, Seller shall have 30 calendar days from receipt of DDA’s written objection to use its good faith efforts to cure the title or survey defect(s) or provide evidence satisfactory to DDA, in its sole discretion, that the title or survey defect(s) will be cured on or before the Closing, and to provide DDA with an updated Commitment (the Updated Commitment), which evidences that DDA’s objection has been cured and will be adequately insured against, as determined by DDA in its sole discretion. If Seller is unable after using good faith efforts to remedy the defect(s) within the 30 day period, then (i) DDA, at its option, may waive the defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) DDA may terminate this Agreement, in which event DDA shall receive a prompt refund of the Deposit and the parties shall have no further rights or obligations under this Agreement.

9. Delivery of Materials for Review. Within 15 calendar days of the Effective Date, Seller will deliver to DDA the following materials in Seller’s possession or reasonably available to Seller (collectively, the “Documents”): Environmental Reports; Building Materials; Utility Plans; Approvals or Certificates of Occupancy; Easements; Leases; and all records and documents in Seller’s possession or reasonably available to Seller pertaining to the Property.

10. Inspection Of Property and Documents; Appraisal and Financing. For a period of 45 business days after the Effective Date (the Inspection Period), DDA shall have the right at DDA's sole cost and expense to inspect or cause to be inspected all elements and aspects of the Property and Documents, including but not limited to investigate and conduct an environmental site assessment or other environmental investigation of the Property at DDA's expense, obtain an appraisal of the Property, and confirm the availability of financing for DDA's purchase of the Property. DDA shall use all reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by DDA's investigations, DDA shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration, and DDA shall indemnify and hold Seller harmless from any cost or expense incurred by Seller as a result of such disturbance or alteration or any actions taken by DDA at the Property.

If DDA, in its sole discretion, determines that the condition of the Property is unsatisfactory for any reason, DDA may, at its option at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the Inspection Period, (the Notification Date), elect in writing to terminate this Agreement. If DDA elects to terminate this Agreement on or before the Notification Date, the Deposit shall be returned to DDA, DDA shall return to Seller the Documents provided by Seller pertaining to the Property and the parties shall have no further rights or obligations under this Agreement. If DDA does not provide Seller with notice of termination on or before the Notification Date, the Deposit shall become non-refundable to DDA, DDA shall be deemed to have elected not to terminate this Agreement, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

DDA shall not allow any liens whatsoever to be attached to the Property as a result of DDA's inspection of the Property and at all times relevant, DDA shall be fully insured with a general liability policy, covering personal injury or property damage incurred as a result of DDA's inspection of the Property.

11. Seller's Cooperation. During the terms of this Agreement, Seller agrees to cooperate in DDA's investigation of the Property.

12. Maintenance of the Property and Possession. Until Closing, Seller shall not take any actions or fail to take any actions, which would have a material adverse effect upon the Property. Seller shall deliver and DDA shall accept possession of the Property at the time of Closing free of any and all occupants, tenants, or leases (except those identified in paragraph 9).

13. Closing. The Closing of this transaction (Closing) shall take place within 10 business days after the expiration of the Inspection Period (unless previously terminated by DDA) so long as DDA is satisfied with the Commitment, Survey and other conditions or contingencies of this Agreement. The Closing shall take place at the offices of the Title Company, or such other location as shall be mutually acceptable to the parties.

14. Representations and Warranties. As of the date of the execution of this Agreement and the date of Closing, Seller represents to the best of its information and knowledge to DDA as follows, which representations shall survive the Closing:

14.1 Seller has full power and authority to execute this Agreement, consummate the transactions and perform its obligations under this Agreement.

14.2 Seller's obligations under this Agreement do not conflict with, violate or constitute a breach of any agreements, judgments, awards, administrative proceedings, or federal, state or local laws affecting Seller or the Property.

14.3 Seller is the owner of fee simple marketable title in and to the Property and is in full and complete possession and control of the Property (except as identified in paragraph 9).

14.4 The Property is not subject to any unrecorded encumbrances, restrictions, easements, boundary disputes, or agreements or other matters not of record, or not disclosed in the Survey provided to DDA.

14.5 The Property is not subject to any claim of lien, special assessment, or unpaid roadway or utility charge, either recorded or unrecorded and no improvements to or upon the Property have been made within 120 calendar days prior to the date of this Agreement which could give rise to a claim of lien, special assessment, or other charge.

14.6 There are no actions or proceedings pending or threatened against or involving the Property or the Seller as related to the Property.

14.7 Seller has no actual knowledge relating to the environmental condition of the Property but to the best of Seller's knowledge (and except as stated in Paragraph 14.8 below): A) no hazardous or toxic substances or wastes have been discharged, released, generated, treated, stored, disposed of or placed upon the Property in violation of applicable environmental laws; B) there have been no violations of any federal, state or local law, ordinance, rule or regulation, including without limitation those relating to generation, transportation, storage, treatment, use, disposal and removal of hazardous and toxic substances and wastes and other environmental requirements; and C) Seller has no knowledge of the disposal, storage, or placing upon the Property of any hazardous and/or toxic substances and/or waste in violation of the foregoing described laws. Seller has not received any notices, regulatory orders or claims of any violation of any environmental laws by any governmental agency having jurisdiction thereof or any third party.

14.8 Seller is aware that a past owner of the Property removed an underground storage tank, but Seller has no further knowledge about that issue. Nevertheless, to the best of Seller's knowledge, there are no other underground storage tanks presently on the Property.

14.9 There are no taxes or assessments which are past due or which have become a lien upon the Property except for current taxes which are being prorated and adjusted in connection with the Closing.

14.10 Seller has received no notices of violation of any law, rule, regulation or ordinance issued in connection with the Property by any agency or department having

jurisdiction thereof, and Seller hereby agrees to provide DDA with copies of any such notices received after the date of this Agreement.

If prior to the Closing DDA shall discover that any of Seller's representations and warranties is incorrect, then DDA, notwithstanding the expiration of the Inspection Period, at its option, shall have the right to terminate this Agreement with no liability on its part and the Deposit shall be immediately refunded to DDA in addition to all other remedies permitted by law. At the Closing, Seller shall execute an affidavit in form and substance acceptable to DDA, which shall make the foregoing representations and warranties effective as of the Closing and provide that such shall survive the Closing.

15. Indemnification. Seller hereby indemnifies and agrees to defend and hold harmless DDA and its successors and assigns from and against any and all claims, expenses, or damages suffered by any of them, whether before or after the date of Closing, as a result of or arising from (a) any breach of any covenant, representation, warranty or agreement on the part of Seller to DDA made herein or in any document delivered pursuant to this Agreement, or (b) any obligation, claim, suit, liability, or encumbrance created, arising or accruing prior to Closing, or asserted on or after the date of Closing and related to the Property or its operations prior to Closing. DDA also shall indemnify, defend and hold harmless Seller from all claims, expenses, or damages suffered by Seller, whether before or after the date of Closing, as a result of or arising from DDA's inspection of the Property. Each party's indemnification of the other shall survive the Closing.

16. Restrictions on Sale, Transfer and Encumbrances. Seller shall not sell, transfer, assign or convey any of its rights under this Agreement, and shall notify DDA within two business days of such assignment. Seller agrees not to encumber the Property while this Agreement remains in force without the prior written consent of DDA.

17. Assignment. DDA shall have the right, without the consent of Seller, to assign all or any portion of DDA's rights under this Agreement to another municipal entity prior to the Closing, and shall notify Seller within two business days of such assignment.

18. Closing Documents. At the time and place of Closing, the parties shall execute and deliver the following documents:

18.1 A Warranty Deed conveying title to the Property in the condition required by this Agreement.

18.2 A Certification setting forth the warranties and representations of Seller described above.

18.3 Affidavits or other documents required for issuance of an owner's title policy without standard exceptions.

18.4 Such other documents, as may be reasonably required to consummate this transaction.

19. Adjustments and Prorations.

19.1 Taxes and Assessments. All taxes and benefit charges affecting the Property for which bills have been issued prior to the date of Closing shall be paid by Seller. Current Taxes (defined below) shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located based on a 30 day month. Seller shall be responsible for payment of future installments of special assessments, existing as of the date of Closing. Current Taxes shall mean the winter and summer tax bills issued for the Property within 12 months immediately proceeding the date of Closing.

19.2 Utilities. Because there are no buildings on the Property, there should be no water and sanitary sewer utility bills applicable to the Property.

19.3 Transfer Tax. DDA shall pay state and local transfer tax on delivery of the Warranty Deed.

20. Seller's Default. In the event Seller defaults in the performance of the terms and conditions of the Agreement, DDA may terminate the Agreement and receive an immediate refund of the Deposit, or may specifically enforce the terms of this Agreement, in addition to all other remedies permitted by law.

21. DDA's Default. In the event DDA defaults in the performance of the terms and conditions of this Agreement, Seller, as Seller's sole and exclusive remedy, shall be entitled to retain the Deposit in full termination of this Agreement

22. Brokerage. Seller and DDA represent to each other that neither is represented by a real estate broker. The parties indemnify and hold each other harmless, respectively, from any claims for a brokerage commission to the extent that such claims conflict with the indemnifying party's representation.

23. Development Agreement. Seller sells the Property to DDA with the understanding that the DDA will be completing various infrastructure improvements in the area of the Property. The Seller and the DDA agree as follows:

23.1 Demolition/Construction on 3115 Broad. The DDA shall remove the building canopy located on the north side of 3115 Broad, and shall make repairs to the building caused by the removal of the canopy as necessary, including but not limited to repair of the gutters, fascia, and roof edge. The repairs shall be completed so as to match the remaining building. Seller shall approve plans and drawings for the repairs prior to the start of construction, and upon satisfactory completion, shall accept the repairs as complete. The DDA shall dedicate one parking space within the new improvements at the north end of 3115 Broad for loading purposes serving 3115 Broad.

23.2 Completion of DDA Development Plans. The DDA shall provide to Seller a copy of its Development Plan for Broad, Forest, and adjoining alleys at such time as it is finalized, and shall provide such other documents related to the project as are requested by Seller. DDA shall undertake and implement its Development Plan for Broad, Forest, and adjoining alleys as soon as is reasonably practicable, and shall undertake all improvements

adjacent to the Property or 3115 Broad at the same time (or within the same construction cycle). Upon initiation, the DDA shall complete these improvements in a timely manner with minimal disruption to Seller. When construction equipment is not in use, it will be stored in such a way so as to not interfere with Seller's, tenants, or customers use of all of Seller's property in the area of the improvements. DDA shall complete all work performed in a good and workmanlike manner, in compliance with all applicable federal, state and local laws, and shall furnish all necessary equipment, materials, contractors, and laborers to complete the improvements. DDA shall also obtain all necessary permits and approvals for its project. Seller shall cooperate as necessary in executing application permits or licenses, but at no cost or liability to Seller of such items. During construction, DDA shall maintain access to 3115 to the best of its ability; and shall exercise usual construction practices to communicate with Seller if any impediments to access are anticipated.

23.3 Integration with Seller's property. The DDA shall cooperate with Seller to identify potential parking areas on all of Seller's property within the area of DDA improvements. If such locations are appropriate, the DDA shall install "rolled" low curbs so as to allow access to these parking locations. Seller requests and DDA agrees to develop parallel parking along the East side of 3115 Broad Street, with signage reserving those parking spaces for Seller's use on weekdays between the hours of 8 AM and 5 PM.

23.4 Financial Issues. Seller shall incur no direct costs for the DDA improvements (other than taxes already approved affecting the Property). The project contemplated by the DDA shall be funded with the proceeds from the Tax Increment Financing District, and not from a new special assessment affecting 3115 Broad.

23.5 Survival of Closing. The obligations of the DDA contained in this Section 23 shall survive the Closing.

24. Miscellaneous.

24.1 Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any way, then all the remaining provisions of the Agreement shall remain in full force and effect to the extent permitted by law.

24.2 Written Notice. All requirements for notice contained in this Agreement shall be deemed to require notice in writing sent to the appropriate party and counsel for the parties at the following addresses by hand delivery or facsimile followed by mail, with service being effective upon delivery or sending. Offers, acceptances and notices required by this Agreement may be delivered by facsimile followed by mail.

To Seller: Randy and Kathy Willis
PO Box 105
Dexter, MI 48130

With a copy to
Counsel for Seller: Peter C. Flintoft
Keusch, Flintoft & Conlin, P.C.

119 S. Main Street
PO Box 187
Chelsea, MI 48118

To DDA: Dan O'Haver
Chairperson
Dexter Downtown Development Authority
c/o Village of Dexter
8140 Main Street
Dexter, Michigan 48130
Fax: (734) 426-5614

With a copy to: John Iacoangeli
Planning Consultant Beckett & Raeder
535 W. William Street
Ann Arbor, Michigan 48103
Fax: (734) 663-6759

With a copy to Scott E. Munzel
Counsel for DDA: 121 W. Washington Street, Suite 400
Ann Arbor, Michigan 48104
Facsimile Number (734) 994 6615

24.3 Binding Effect. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

24.4 Construction. This Agreement shall be construed in accordance with the laws of the State of Michigan.

24.5 Integration. This Agreement constitutes the entire agreement of the parties with respect to the transaction contemplated herein and supersedes all prior understandings or agreements between the parties. There are no promises, conditions, agreements, undertakings, warranties or representations, oral or written, express or implied, with respect to the Property other than as set forth in this Agreement. This Agreement may be modified only by a writing signed by all of the parties or their respective successors in interest.

24.6 Time is of the Essence. Time shall be of the essence in this Agreement.

24.7 Survival. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing.

24.8 Execution in Counterparts. This Agreement may be executed in counterparts and such counterparts taken together shall be construed as an original.

25. Transaction Under Potential Threat of Condemnation. DDA desires to purchase the Property for a project to further its purposes, and Seller has no desire to sell the Property. DDA, acting through the Village of Dexter, may declare that the project is for a public purpose and that the Property is necessary for the project. The parties have nevertheless attempted to negotiate a sale and purchase of the Property in full settlement of all potential claims Seller may have and in lieu of an eminent domain action, and Seller is willing to accept the Purchase Price in full satisfaction, discharge and release of all claims it may have, in lieu of a determination of such damages or an award for the Property and all other costs which may be awarded to Seller by a court of competent jurisdiction under all applicable Federal and State laws.

SELLER

Hazleen L. Willis

Dated: 1/15, 2008

By: *[Signature]*

Its: *Pres. / Sec. Treas.*

DDA

By: *[Signature]*

Dated: 1/15, 2008

Its: *Chair person*

ACKNOWLEDGMENT OF RECEIPT

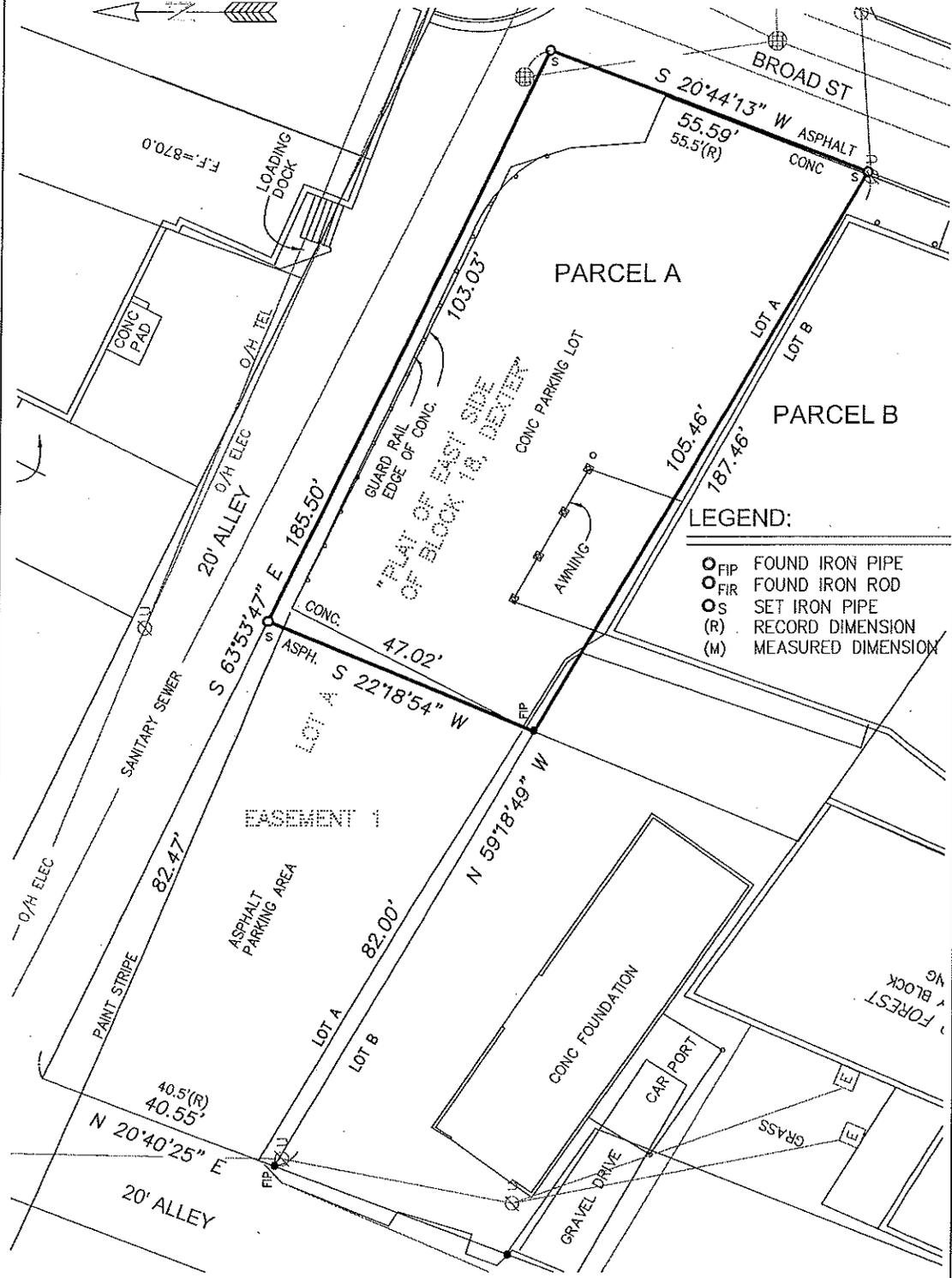
DDA acknowledges receipt of Seller's acceptance of this Agreement on January 15, 2008 (the "Effective Date").

DDA

By: *Carol J. Jones*

Its: *Secretary*

CERTIFICATE OF SURVEY



CLIENT: BECKETT & RAEDER, INC.

SURVEY AND LEGAL DESCRIPTIONS OF 2 PARCELS OF LAND IN THE "PLAT OF THE E. SIDE OF BLOCK 18" IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN.

[Handwritten Signature]

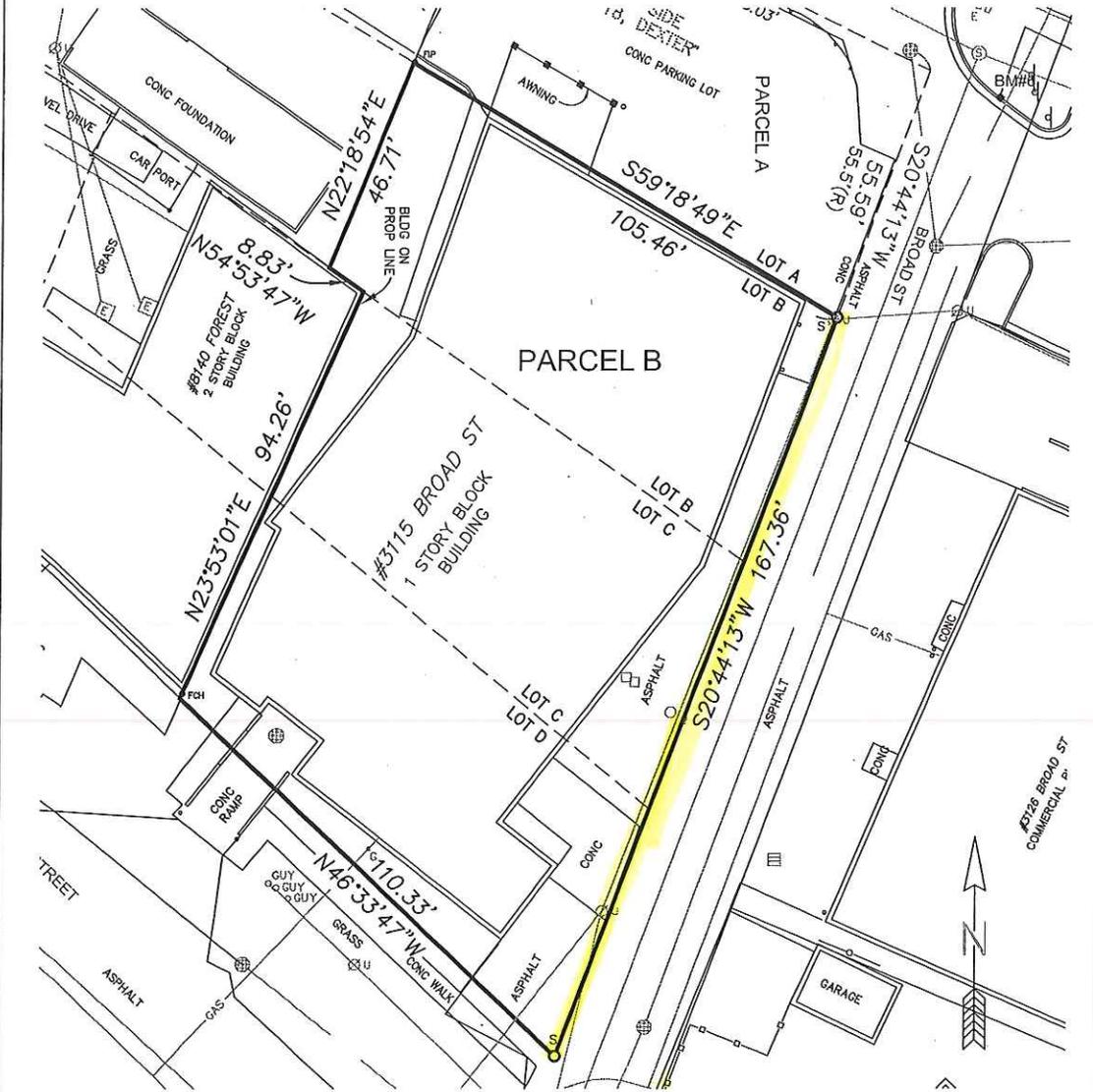


Arbor Land Consultants, Inc.

Registered Land Surveyors
 2936 Madrono
 Ann Arbor, Mi 48103
 Tel 1-734-669-2960
 Fax 1-734-669-2961

SCALE 1 INCH = 20 FEET	JOB No. 15907	DATE 1-22-2008
	SHEET 1 OF 4	REVISION: -

SKETCH OF PARCEL



LEGEND:

- SECTION CORNER
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FCH FOUND CHISEL HOLE
- S SET IRON PIPE
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION

NOTE:

BEARINGS BASED ON PRIOR SURVEYS IN THE AREA.

CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON JANUARY 22, 2008, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FILED OBSERVATIONS OF SUCH SURVEY WAS 1:5000, AND THAT ALL OF THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: BECKETT & RAEDER, INC.

SURVEY AND LEGAL DESCRIPTIONS OF 2 PARCELS OF LAND IN THE "PLAT OF THE E. SIDE OF BLOCK 18" IN THE VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN.



Arbor Land Consultants, Inc.

Registered Land Surveyors

2936 Madrono
Ann Arbor, Mi 48103
Tel 1-734-669-2960
Fax 1-734-669-2961

SCALE 1 INCH = 30 FEET	JOB No.	15907	DATE	1-22-2008
	SHEET	2 OF 4	REVISION:	-

Donna Dettling

From: Donna Dettling
Sent: Monday, March 23, 2009 3:14 PM
To: 'Keough, Shawn'; John Iacoangeli (jri@bria2.com); Janet Griscom (jgriscom@bria2.com); Dan O'Haver (dano@danoland.com)
Cc: Courtney Nicholls; Dexterfireduck@aol.com; Ed Lobdell (elobdell@villageofdexter.org); Kurt Augustine (kaugustine@villageofdexter.org)
Subject: RE: Broad Street near Encore Theatre
Attachments: 20090323133911199.pdf

Shawn,

This is to follow-up to your summary of the Broad Street parking problem. Both Don Dettling and I have met with Mr. Willis, and he understands the Fire Departments concerns and is willing to work with the DDA/Village to stripe the 5 parallel parking spaces as a fire lane...

HOWEVER, he has asked that the DDA approach Thomas and Carol Haas who own 8076 Forest to purchase their lot and extend angle parking into this area. There seems to be room for 5 angle spots or possibly more. Randy also requested the the DDA/Village commit to cleaning the sidewalks in this area using the DPW sidewalk brush.

I have included the page from the purchase agreement, section 23.3 "Seller requests and DDA agrees to develop parallel parking along the East side of 3115 Broad Street, with signage reserving those parking spaces for Seller's use on weekdays between the hours of 8 AM and 5 PM".

While we sort out what the DDA/Village can or will do to resolve this matter long-term, the area will be marked no parking during Encore performance days. I'll ask Sergeant Gieske to put out "No Parking per Order of Washtenaw County Sheriff Department". I'll ask her to have Deputies watch the area during performances and ticket as needed.

From: Keough, Shawn [mailto:SKEOUGH@WadeTrim.com]
Sent: Friday, February 27, 2009 4:16 PM
To: 'James Smith'; ellistell@aol.com; jrsemifero@yahoo.com; jcarson@aiserv.net; millpond89@comcast.net; 'Donna Fisher'
Cc: cjones@villageofdexter.org; Donna Dettling; Courtney Nicholls; Dexterfireduck@aol.com
Subject: Broad Street near Encore Theatre

Hello everyone,

During this past week at the Encore Theatre, a 911 call was made that required our Fire Department, HVA and Sheriff Dept to go to the scene. As I understand from Don Dettling, the DAFD was the first on the scene. When the fire truck arrived facing Broad Street thru the new parking lot off Jeffords, they determined that Broad Street was too narrow to turn a fire truck down with the cars parallel parked on Broad across from the Encore Theatre building. As a result, they stopped the fire truck in front of the rear entrance to the hardware store. When the ambulance and Sheriff arrived shortly thereafter, they were forced to park behind the fire truck away further away from the Encore building that they were trying to get access to. Don is concerned that the narrow street added response time to their effort to help the person in need of help because they could not get the fire truck in front of the building along Broad. Don has concluded that the project does not meet the requirements of the fire code because our street is too narrow to properly allow fire truck access when there are cars parallel parked along Broad.

A meeting was held this morning at the Village offices with Beckett Raeder, OHM, Gary V., Donna Dettling, Don

3/26/2009

Detting and myself to discuss this situation. If you recall, Broad Street in this area was narrow before the DDA project and parking was allowed up to the buildings on both sides. The Village ROW through that corridor remains narrow today. The parallel parking spots along the west side of Broad are being constructed by the DDA as part of the property agreement with Randy Willis, the owner of the Encore building and the building on the west side of Broad. If you recall, the DDA negotiated an agreement with Mr. Willis to take down the guard rail that used to be behind the hardware store in order to do the DDA project.

The least costly solution to this problem is to stripe the 5 or 6 parallel parking spaces on the west side of Broad as a fire lane and to not allow parking in this area. This would give plenty of room for a fire truck to pull up in between the two buildings. There is some concern that Mr. Willis will be quite upset with this recommendation because apparently parking was a key part of the negotiation for the property a little over a year ago.

I wanted everyone to know that Donna Detting and the DAFD are going to speak to Mr. Willis about the safety concerns brought up by the DAFD and we will report back on the progress of the discussion. Hopefully Mr. Willis will be able to cooperate with us and understand that there is plenty of additional parking in the area and along Forest to support his buildings. If anyone has any questions, please feel free to give me a call.

Have a good weekend!

Shawn



Shawn W. Keough, PE, Vice President
25251 Northline Road, PO Box 10, Taylor, Michigan 48180
734.947.2622 direct | 313.363.1434 cell | 734.947.9726 fax

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3/26/2009