

FIRST AMENDMENT TO THE AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY PURSUANT TO 1984 P.A. 425 EXECUTED ON THE 16th DAY OF SEPTEMBER, 2005¹

This First Amendment To The Agreement For Conditional Transfer Of Property Pursuant To 1984 P.A. 425 Executed On The _____ Day of _____, _____ (“Agreement”) is made this _____ day of _____, 2020 (“First Amendment”), between the **CHARTER TOWNSHIP OF DELTA** (“Delta”), a Michigan municipal corporation, and the **CITY OF LANSING** (“Lansing”) a Michigan municipal corporation for the Transferred Area, legally described in the attached Exhibit A.

Delta and Lansing hereby agree that the Agreement shall be amended as follows:

1. Subsection 2.7 B of the Agreement is amended as follows:

Section 2.7

B. Commencing with the first tax year following the effective date of this Agreement, and running through the 12-year period for which the industrial facilities tax under the IFEC is the effect or through the tax year ending December 31, 2017, whichever is later, all real and personal property shall be subject to and assessed at the tax rates levied by Lansing for the ad valorem real and personal property within the Transferred Area shall be assessed and taxed by Lansing at the tax rate levied by Lansing for real and personal property taxes and for calculating any additional industrial facilities tax levied pursuant to 1974 PA 198.

2. Section 4.1 of the Agreement is amended in its entirety as follows:

Section 4.1 Revenue Sharing and Taxing Collection.

During each year commencing with the year following the year in which this Agreement is adopted, and each year thereafter for the remainder of the term of this Agreement, Lansing shall, after first withholding and paying or reimbursing Delta the costs of road improvements required to be paid by Lansing pursuant to Section 3.3 of this Agreement, annually remit:

A. To Delta sixty percent (60%) of ad valorem property tax revenue collected on the taxable value of all real and taxable personal

¹ Currently occupied by Android Industries

property within the Transferred Area, including all interest, penalties, late fees, and collection fees received.

B. To Delta, sixty percent (60%) of industrial facilities tax revenue collected on all property within the Transferred Area for which an industrial facilities exemption certificate (“IFEC”) issued pursuant to subsection 2.7C is in effect.

C. To Delta, fifty percent (50%) of the city income tax collected from residents, employers, employees, and other taxable entities within the Transferred Area.

D. The one percent (1%) property administration fee collected by Lansing pursuant to MCL 211.44(3) shall be retained by Lansing.

E. To Delta, all special assessments levied by Delta on all property and collected by Delta or Lansing within the Transferred Area, including, but not limited to, any township wide assessment or millage levied for public safety, police or fire purposes.

F. Should any real or personal property tax be reduced, limited, or eliminated by the Michigan legislature with respect to any real or personal property or class of property subject to the tax sharing formula provided at subparagraphs (A), (B), (C) and (D) of this section or should the city income tax be reduced, limited or eliminated, then any substitute tax or source of revenue which the Michigan legislature may provide or authorize Lansing to collect in lieu of said taxes shall likewise be allocated and remitted to Delta in an amount reasonably equivalent to that remitted to Delta as provided in subparagraphs (A), (B), (C) and (D) above for the prior year.

3. Section 5.1 of the Agreement is amended in its entirety as follows:

Section 5.1 Term.

The term of this Agreement shall commence on filing and shall terminate on December 31, 2035. Delta and Lansing may renew this Agreement for an additional term for such period as permitted by law by an affirmative vote of the legislative body of each party to this Agreement. The additional term shall be on the same terms and conditions as stated in this Agreement, as amended, unless the parties shall agree otherwise in writing.

4. Section 5.2 of the Agreement is amended in its entirety as follows:

Section 5.2 Termination - Recession.

This Agreement may be terminated:

- A. By the expiration of the term of this Agreement.
- B. By mutual written agreement of the parties.
- C. By a referendum of the residents of Delta or Lansing initiated and held as provided in Section 5 of 1984 PA 425, as amended, being MCL 124.25 not more than 45 days after the approval of the Agreement by the governing body of the respective local governmental unit.
- D. By operation of law should a court of competent jurisdiction order the termination of this Agreement.

5. The remaining provisions of the Agreement, including all Exhibits, not amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

DELTA TOWNSHIP

CITY OF LANSING

Kenneth R. Fletcher, Supervisor

Andy Schor, Mayor

Mary R. Clark, Clerk

Chris Swope, Clerk

Approved as to Form:

Lansing City Attorney

I hereby certify that funds are available in
Account no.:

City Controller

EXHIBIT A
LEGAL DESCRIPTION OF Transferred Area

PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 27, T4N, R3W, DELTA TOWNSHIP, EATON COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 89 DEG 52' 09" EAST, 1400 FEET ALONG THE NORTH LINE OF SAID SECTION 27; THENCE SOUTH 00 DEG 19' 48" WEST, 800 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE NORTH 89 DEG 52' 09" WEST, 1400 FEET PARALLEL WITH SAID NORTH LINE TO SAID WEST LINE; THENCE NORTH 00 DEG 19' 48" EAST, 800 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. CONTAINS 25.711 ACRES.
