

# **NORTHFIELD TOWNSHIP BOARD AGENDA**

## **\*\*\* NOTICE OF SPECIAL MEETING \*\*\***

**January 7, 2020      7:00 PM**

**8350 Main Street (2<sup>nd</sup> floor), Whitmore Lake, MI 48189**

- CALL TO ORDER
- INVOCATION / PLEDGE
- ROLL CALL
- ADOPT BALANCE OF AGENDA
- CALL TO THE PUBLIC - Any member of the public may address the Board at this time; however, this is not an opportunity for dialogue, or questions and answers. Please keep comments to 3 minutes or less.
- BOARD MEMBER RESPONSE TO CALL TO THE PUBLIC
- CORRESPONDENCE AND ANNOUNCEMENTS
- AGENDA ITEMS:
  1. Receive Evaluation from the North Village Committee and Consider Development Offers for the North Village
- 2<sup>nd</sup> CALL TO THE PUBLIC - Any member of the public may address the Board at this time; however, this is not an opportunity for dialogue, or questions and answers. Please keep comments to 3 minutes or less.
- BOARD MEMBER COMMENTS
- ADJOURNMENT

\* Denotes previous backup; + denotes no backup in packet

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

8350 Main St., Whitmore Lake, MI 48189    Phone (734) 449-2880\*\*    Fax (734) 449-0123    Website: [www.twp-northfield.org](http://www.twp-northfield.org)

**From:** Marlene Chockley  
**Sent:** Thursday, January 2, 2020 3:50 PM  
**To:** Jennifer Carlisle  
**Subject:** FW: Selling Off Park Property @ Way Below Market Value

For the packet.

**From:** David Gordon <[djg392dimples@gmail.com](mailto:djg392dimples@gmail.com)>  
**Sent:** Thursday, January 02, 2020 1:11 PM  
**To:** Jacqueline Otto <[ottoj@Northfieldmi.gov](mailto:ottoj@Northfieldmi.gov)>; jackiotto@yahoo.com; Janet Chick <[chickj@Northfieldmi.gov](mailto:chickj@Northfieldmi.gov)>; Kathy Manley <[manleyk@Northfieldmi.gov](mailto:manleyk@Northfieldmi.gov)>; Lenore Zelenock <[zelenockl@Northfieldmi.gov](mailto:zelenockl@Northfieldmi.gov)>; Marlene Chockley <[chockleym@Northfieldmi.gov](mailto:chockleym@Northfieldmi.gov)>; Tawn Beliger <[beligert@Northfieldmi.gov](mailto:beligert@Northfieldmi.gov)>; Wayne Dockett <[dockettw@Northfieldmi.gov](mailto:dockettw@Northfieldmi.gov)>  
**Subject:** Re: Selling Off Park Property @ Way Below Market Value

Hello Trustees and Planning Commissioners:

Attached is a copy of a 2015 memo to the Board from then-manager Fink in which the value of the VanCurler property was discussed at \$3.3M.

The property was on the tax rolls at \$2.3M, I believe, at the time it was bought with taxpayer dollars. I suspect the township assessing department felt comfortable with the value it placed on the lakefront property and confident the figure would be upheld by the State.

Based on these realities, it may prove exceedingly difficult to defend selling 80% of the land today for \$1M.

Sincerely,  
David Gordon

On Tue, Dec 31, 2019 at 1:58 PM David Gordon <[djg392dimples@gmail.com](mailto:djg392dimples@gmail.com)> wrote:

Hello Board:

As you know, I oppose the plan to sell off the majority of the VanCurler lakefront property, the only vacant land left on the lake. Then I heard that you are considering prices around \$1M for 18 acres.

I was curious how competitive that was in the marketplace so I did a brief search for lakefront property in the vicinity.

What I found is that your price is absurdly, embarrassingly low. If you don't place a greater value on our downtown, how will it ever revive?

You might argue that all of the VanCurler land isn't "lakefront", and that's true, but the new houses will have a front yard consisting of a public park and a beach, which is why I think the lakefront values below are comparable.

A short visit to [www.realtor.com](http://www.realtor.com) clearly shows that your selling price would be an outrageous \$.10 to \$.20 on the dollar.

Imagine how angry the voters will be when they discover that not only did you sell off the lion's share of the park against their wishes, but that you gave it away?!?

The absolute least you should be getting is the land's previously assessed value - \$2.3M. (And that was before the current marijuana-related spike in property values.) Even that is low by comparison.

Current offer for the Van Curler property...

\$1M for 18A = **\$55,555/Acre** (1 acre = 43,560 ft<sup>2</sup>)

Whitmore Lake

3,000 ft<sup>2</sup> lot @ \$43,900 = **\$627,184/Acre**

(X 18 acres = \$11,289,312)

Green Oak

15,246 ft<sup>2</sup> lot @ \$195,000 = **\$580,000/Acre**

(X 18 acres = \$10,440,000)

White Lake

9,583 ft<sup>2</sup> @ \$59,900 = **\$272,278/Acre**

(X 18 acres = \$4,901,004)

Hamburg Twp.

25,700 ft<sup>2</sup> lot @ \$119,900 = **\$199,833/A**

(X 18 acres = \$3,596,994)

Putnam Twp.

14,810 ft<sup>2</sup> lot @ \$169,000 = **\$509,700/Acre**  
(X 18 acres = \$9,174,600)

I urge you to step back and reconsider your plan.

The Board, in secret meetings, bought the land with the idea that it should be a mixed-use development and a park. Then you asked the residents and they preferred something different, a "park only".

The Board dismissed that idea, unfortunately. (And you wonder why residents don't believe that you're listening.)

Now you've got two developers, neither of whom meet even your mixed-use concept and yet you're still seriously thinking of going ahead. Why?

What evidence...what studies have you done that show that adding 80-90 houses on that property will revive downtown and be worth the sacrifice of giving away 80% of our park?

Our township has a history of bad financial decisions by Trustees. We pay for them for decades. Don't let this be another. Don't give away our park. The lake is the only natural asset the downtown has to attract visitors.

A run-of-the-mill park bordered by a massive housing project hardly qualifies as a "destination", and that's what downtown needs to be... a fun "destination". The park is the best way to do that, so please do your work, cast a bigger net for some more creative ideas.

Sincerely,  
David Gordon

PS - Please include this in "correspondence" for your Jan. 7th meeting. Thank you.



VAN CURLER

MEMO

To: Northfield Township Board

From: Howard Fink


Date: 7/23/2015

Re: Van Curler Property

Dear Township Board,

At a previous Planning Commission meeting, the future of the Van Curler property was discussed. A request was made to the Board of Trustees to debate the merits of the property and potential acquisition. This was on the July 14<sup>th</sup> agenda for discussion, but due to time constraints it was pushed back. I have confirmed with Mr. Timmins that the price on the property is \$3.3 million. If the Township is interested in the property, there would likely be some flexibility, but at this time it is not clear as to how much.

Respectfully Submitted,



Howard Fink, Township Manager

\$3.3M

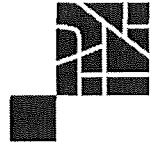
To: Northfield Township Board  
From: Steve Aynes, Northfield Township Manager  
Re: Estimated Value of North Village Property  
Date: January 2, 2020

Information was received from John Widmer early in December regarding his initial thoughts on the value of the property. This was not a formal appraisal and was provided at no cost to the Township.

The following information is provided for the Board's consideration.

- 23.5 acres was purchased by the Township for \$ 336,940 or \$ 14,228/acre.
- 5 acres to be kept as a park decreases the amount of land to be sold to 18.5 acres.
- The value of the land based on residential development is dependent on the number of units constructed. One assumption is that 100 units could be built.
- Estimated value is \$ 40,000 to \$ 50,000 per acre. This would be \$ 740,000 to \$ 925,000 for 18.5 acres.
- Offer from A.R. Brouwer Company is \$ 1.1 million. This would average \$ 59,459.45/acre.
- Offer from Livonia Builders is \$ 765,000. This would average \$ 41,351.35/acre.

Further negotiations on price with a developer would be the next step. A formal appraisal would be desirable as well based on the proposed use by one or both developers.



November 19, 2019

Township Board  
Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

## **MEMORANDUM: North Village Committee Update**

Honorable Trustees,

We are pleased place the North Village redevelopment RFQ on your 11/26/19 agenda for consideration and discussion. At this point, the Board has received two viable options for purchase and redevelopment of the site. 1) Livonia Builders, and 2) A. R. Brouwer. The A.R. Brouwer offer was received today (11/19/19) and has not been reviewed by any staff members or the North Village Committee. At this time the North Village Committee has not been authorized by the Board to review or provide a recommendation on the Livonia Builders offer. The North Village Committee provided a pro / con evaluation of both site concepts in a memorandum dated 10/15/19. At the North Village Committee meeting on November 6, the Committee discussed scoring both proposals deferred this task until after receipt of the Brouwer offer.

### **A: Items Included in Packet**

- Email from Livonia Builders Stating Continued interest in the project
- Purchase Offer from A.R. Brouwer
- Template for purchase offers prepared by Township Attorney
- Proposal to prepare a legal description provided by Township Engineer

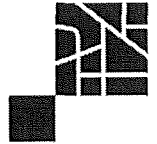
### **B: Next Steps**

We anticipate that the Board will discuss the materials provided in tonight's packet and discuss there merits.

Based prior Board actions the following items have been requested:

1. An updated appraisal of the property
2. A scoring evaluation from the North Village Committee
3. A property description

We recommend that the Board request each interested party standardize their offer in a format recommended by the Township Attorney. The Township administration should provide the outstanding three items for the December 10 agenda; or provide an explanation as to why they are not completed. Further, we recommend that the Board request the applicants provide the updated offers to the Township on or before December 3, 2019 and the Board prepare to take action on December 10. At this time, we request the Board itemize any additional information requested for December 10 and allow staff to provide feedback on those request.



October 15, 2019

Township Board  
Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

## **MEMORANDUM: North Village Committee Report and Recommendation**

Honorable Trustees,

The North Village Committee has been meeting to discuss two separate qualifications and concept plans submitted by Livonia Builders and A.R. Brouwer. The committee prepared the following lists of pros and cons for each group and a recommendation for a preferred developer.

*Note: The committee's recommendation did not consider or review the value of financial offer submitted by Livonia Builders which was submitted directly to the Board. A. R. Brouwer has not submitted an offer.*

### **A: Livonia Builders: Pros and Cons**

#### **Pros:**

- Aesthetics of single-family units per project examples and qualifications
- A reasonable number of rental units. The developer will retain ownership and management of the multifamily condos
- The public park is concentrated in one place and utilizes space to enhance the lake while including a need to complete these elements in phase 1.
- The development model will not need tax-breaks, it will pay full taxes, hook up fees, etc.
- Two exits onto main street
- Parking from Baker, Main, and by the park 60 to 75 spaces. Additionally, the single family structures have parking in driveways
- Township holds commercial properties for later sale and the value of that land may increase due to the development

#### **Cons:**

- No exit onto Barker
- Does not have a perimeter trail
- It doesn't indicate a separation between rear yards and park and the single-family homes are proposed to be accessed via front driveways rather than alley's
- Does not have experience or interest in developing mixed-use buildings

Overall, the committee provided feedback to the Livonia Builders Team that they were impressed by the candid approach and willingness to be a partner with the Township to guarantee success for North Village. The committee liked the design qualities of the single-family units completed by Livonia Builders and particularly their work in finishing the Cherry Hill Village development in Canton. The Committee noted that the single-family

houses, though not consistent with the North Village Plan, were desirable as presented and did maintain a substantial amount of park land on the North Village Site.

**B: A.R. Brouwer: Pros and Cons**

**Pros:**

- Large amount of community parking, including parking for public amenities and downtown.
- High quality perimeter trail with detailed thought about linking and programming public spaces.
- Three access and egress roads; one onto Barker and two onto main.
- An excellent plan for the retail / mixed use development on main, included in the first phase of development
- Demonstrated local success in developing commercial and mixed-use buildings
- High quality professional renderings that demonstrate a substantial effort to understand the site constraints and opportunities
- A series of pocket parks spread throughout the site to offer residential amenities.

**Cons:**

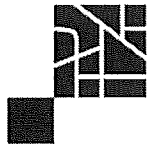
- At this time no details on project phasing or financials or a commitment to when park amenities would be built
- No single-family homes; the condos will likely be for sale to homeowners
- The public park is not concentrated in one space
- 90+ apartments were seen as excessive, but additionally, the placement of these structures on the site was too much of a focus on the site design

Overall, the committee provided feedback to the A.R. Brouwer Team that they presented strong qualifications and a concept plan that included many of the desired elements of the North Village Plan. The two major criticisms were that the concept plan split the park area rather than concentrating it on the front of the site and that the apartments were too prominent of a site feature.

**C: Committee Recommendation:**

Based on the review of the two concepts submitted by Livonia Builders and A. R. Brower the Committee makes the following recommendations:

1. The North Village Committee recommends that the Board split approximately 4 acres, extending approximately 400 ft. west of Main Street, and including the waterfront, from the site commonly known as the North Village. This area should be retained for the development of a public park and mixed-use building(s) fronting on Main Street, consistent with the North Village Plan.
2. The North Village Committee that the Board pass a resolution committing to the development of the North Village park on an approximately 4 acres site, extending approximately 400 ft. west of Main Street, and including the waterfront within a two-year time-frame and parallel to any offer expected to develop private land in consistent with the North Village Plan. Further, the committee recommends that the resolution state that the aforementioned area remain a park in perpetuity, excepting a piece that may be developed for access roads and mixed-use buildings.



January 2, 2020

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX RESULTS  
AND NORTH VILLAGE SUBCOMMITTEE RECOMMENDATION**

Honorable Trustees

Per the Township Board request, the North Village Subcommittee has completed evaluation of the proposals / purchase offers submitted by Livonia Builders and A. R. Brouwer. The results of the evaluation and Committee recommendation are included here for Board Consideration.

**North Village Subcommittee Combined Evaluation Results:**

- Livonia Builders Average Score 78.86
- A. R. Brouwer Average Score 77.86

All 8 committee participants completed the evaluation but due to holiday vacation, only 7 are averaged in this summary.

Evaluation Criteria	Possible Score	Average Score LB	Average Score ARB
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5	4.29	5.00
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65	44.71	44.14
3. Experience in developing projects with creative and innovative approaches.	5	5.00	4.71
4. Experience of principals and team members.	5	4.86	5.00
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5	5.00	4.43
6. Demonstrated ability to deliver high quality projects on an established timeline.	5	4.86	4.71
7. Demonstrated ability to enter into a public / private partnership.	5	3.43	3.57
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5	5.00	5.00
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5	1.71	1.29
Total possible out of 100	105	78.86	77.86

## North Village Subcommittee Additional Discussion Items

1. Both developers made changes to the offer template provided by the Attorney. Example, changing the due diligence period, is this ok? *The general terms are the same so we see no issue moving forward with a counter offer; however, the final offer must be reviewed again by the Attorney prior to acceptance.*
2. How much is each proposal valued at? What would the price per acre be? What would the sales price or rent price be? How much taxes will be generated? *A value-based estimate is the best way to give a sense for answering some of these questions. For the purpose of this estimate we are using an average sales price of \$250 k for all single family and single family attached units – regardless of whether they are owner or rental units.*

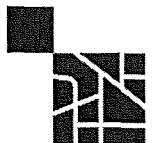
### Residential Component Value Estimate

	Livonia Builders	A.R. Brouwer
Number of Taxable Units	90	48
Number of Units proposed for PILOT	0	82
Total Value based on 250,000 per unit	\$ 22,500,000	\$ 12,000,000
Total Net Present Value of Apartments at \$1375 Per Month		\$ 3,220,592
SEV @ 50%	\$ 11,250,000	\$ 6,000,000
PILOT	-	\$ 65,000
Annual Taxes (blended millage 44.975)	\$ 505,969	\$ 269,850
Total Annual Payment	\$ 505,969	\$ 334,850
Land Value at 5% of total Value	\$ 1,125,000.00	\$ 600,004.10
Offer	\$ 765,000	\$850,000

*Note: We have not included the "main street" development proposed by A.R. Brouwer in this estimate because Livonia Builders is not proposing to complete this component of the project. This component estimates annually ~ \$125K of taxes paid and offer \$350,000 for the associated land.*

*Note: We used a blended homestead / non homestead millage rate assuming a 75/25 split. Formula:  $((40.43 \times 3) + 58.61) / 4 = 44.975$*

*Note: We used an inflation rate of 3.5% and 20 years of rent payments to calculate the NPV of the 82 apartments.*



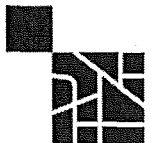
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### **North Village Subcommittee Recommendation:**

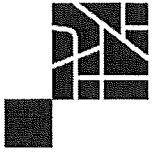
*At this time, the North Village Committee recommends that Livonia Builders, with the development as proposed in the general plan for a counter offer price of one million. The Township will commit to dedicating a minimum of 50% of the sales price to be earmarked for reinvestment in the park area. The acceptance of the final offer is contingent on negotiating a development agreement and all required site approval requirements per the contract.*

The North Village subcommittee noted that a refined version of the Livonia Builders plan, that includes access to Barker Road and a nonmotorized path is requested with a revised offer.

We also note that the North Village Committee was impressed by the A. R. Brouwer proposal, and if Livonia Builders should decline the Board's Counter offer, there is no reason not to consider the Brower offer.







# MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX  
For Livonia Builders and A. R. Brougher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brougher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Dana Forrester

- Livonia Builders Score 100
- A. R. Brougher Score 73

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

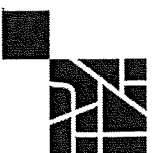
HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

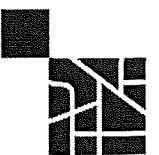
Communities for real life.

## NORTH VILLAGE RFP SCORING MATRIX

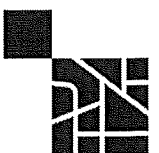
Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>		Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score.</i>
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5 5		<hr/> <hr/> <hr/> <hr/>
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i>  <i>Required: Green</i> <i>Strongly Recommended: Red</i> <i>Encouraged: Yellow</i>	A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings	5 3	<hr/> <hr/> <hr/> <hr/>
	A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.	0 5	Livonia Builders does not do commercial but the Township would retain ownership of commercial parcels which could in turn be sold to a commercial developer <hr/> <hr/> <hr/> <hr/>
	A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.	5 5	<hr/> <hr/> <hr/> <hr/>



	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	5 2	Brougher has public park area divided into 2 sections with a section in the pack of the park.
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	4 4	I do not feel that area would be used by the public
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	3 2	
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	5 5	
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	5 5	



	The passive recreation area should be usable for special event parking.	5 5	
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	5 3	Livonia Builders builds homes in back of property whereas Brougher has part of that back area as a public park which again I don't think will be used much by public
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5 2	Livonia Builders architecture is more fitting with this description
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5 2	Livonia Builders are committed to providing these amenities and doing it first to help the community and sell their properties.
	A community garden and farmers market event spaces should be integrated into the site design.	3 3	Farmers Market possible in public parking area for both spaces. No Community Garden area was designated by either builder



3. Experience in developing projects with creative and innovative approaches.	5 3	Livonia Builders appeared more flexible during meetings in terms of planning
4. Experience of principals and team members.	5 5	
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5 1	Brougner deal contingent on MSHDA financing
6. Demonstrated ability to deliver high quality projects on an established timeline.	5 3	Brougner contingent on MSHDA financing which would hold up build out timeline
7. Demonstrated ability to enter into a public / private partnership.	5 5	



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5 5	<hr/> <hr/> <hr/> <hr/>
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.  <i>Optional Bonus Points (1-5)</i>	5	Livonia Builder's architectural aesthetic and commitment to building the amenities first, plus placement of public park area is more in line with Northfield Township vision then Brougner.  <hr/> <hr/> <hr/>

TOTAL SCORE (Out of 100 possible points): 100 73

**Additional Notes to Share with Reviewers:**

Overall, I feel Livonia Builders' Proposal is more in line with what our Township is looking for in terms of the placement of the park, architecture/design of homes, financing and commitment to building the amenities first (beach, pier, etc).





## MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX**  
**For Livonia Builders and A. R. Brougher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brougher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Steve Ayres, Northfield Township Manager

- Livonia Builders Score 83
- A. R. Brougher Score 90

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
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## NORTH VILLAGE RFP SCORING MATRIX

Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>	Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score:</i>
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5	Substantial experience - Broad experience by Project Team
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i>  <i>Required: Green</i> <i>Strongly Recommended: Red</i> <i>Encouraged: Yellow</i>	A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings	5 shown on plan
	A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.	5 Mixed use Buildings shown on two locations on Main St
	A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.	3 Not well placed for visibility and maximum





	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	3	2 portions Shown, but not according to concept
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	5	Has 2 access points on Main St 1 on Barker
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	3	Not clear if clusters maintained but substantial landscaping
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	5	Good alternative Possibly could be extended
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	4	Connected by sidewalks not non-motorized path



	The passive recreation area should be usable for special event parking.	3	Useable, but concerns about design
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	2	Housing provides limited sound barrier
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	4	Second Section would accomplish this except 2 spots
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5	Supports
	A community garden and farmers market event spaces should be integrated into the site design.	4	Shown, but not most accessible location



3. Experience in developing projects with creative and innovative approaches.	5	well recommended
4. Experience of principals and team members.	5	extensive experienced Project Team
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5	well recommended
6. Demonstrated ability to deliver high quality projects on an established timeline.	5	experienced
7. Demonstrated ability to enter into a public / private partnership.	5	experienced



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5	good references
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.  Optional Bonus Points (1-5)	4	Financial Offer Prospective Payment to Township

TOTAL SCORE (Out of 100 possible points): 90

Additional Notes to Share with Reviewers:

Timing is a concern due to  
dependence on State Assistance application process  
Proposed PILOT is a concern





MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX**  
**For Livonia Builders and A. R. Brougher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brougher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Steve Aymer, Northfield Township Manager

- Livonia Builders Score 83
- A. R. Brougher Score 90

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

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# NORTH VILLAGE RFP SCORING MATRIX

Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>	Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score:</i>
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed	5	See lists of prior projects & assets
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives:</i>  <i>Required: Green Strongly Recommended: Red Encouraged: Yellow</i>	<div data-bbox="586 947 813 1146">A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings</div> <div data-bbox="813 947 1003 1146">5</div> <div data-bbox="586 1146 813 1451">A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.</div> <div data-bbox="813 1146 1003 1451">1</div>	<div data-bbox="1003 947 1383 1146">Open to larger area about 5Acre</div> <div data-bbox="1003 1146 1383 1451">No interest in Bus. mixed use along Main St.</div>
	<div data-bbox="586 1451 813 1665">A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.</div> <div data-bbox="813 1451 1003 1665">4</div>	Picnic Pavilion Still beneficial



	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	5	Shows pavilion
			No Restrooms Shown
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	5	Shows 2 on South 3 on Main St. 2 of Main St. side are entrances to serving roads to protect 3 are shown as limited access - could be opened up
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	3	Some Preserves of Woodland
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	1	Not Shown willing to discuss
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	1	Not Shown willing to discuss



	The passive recreation area should be usable for special event parking.	5	Public Parking lots shown
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	3	2 Story Single Family will partially satisfy this
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5	It is compatible
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5	Wants this at Beginning of project
	A community garden and farmers market event spaces should be integrated into the site design.	3	Open to discussion / locations





3. Experience in developing projects with creative and innovative approaches.	5	Many projects Well recommended
4. Experience of principals and team members.	5	Same comment as 3 above
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5	Same as Comments above
6. Demonstrated ability to deliver high quality projects on an established timeline.	4	Good quality other projects
7. Demonstrated ability to enter into a public / private partnership.	4	Willingness to work on this



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5	<i>Provided none</i> <hr/> <hr/> <hr/>
9. Any other criteria deemed important by the Township as important to evaluation of proposals; in its sole discretion.	4	<hr/> <hr/> <hr/> <hr/>
Optional Bonus Points (1-5)		

TOTAL SCORE (Out of 100 possible points): 83

Additional Notes to Share with Reviewers:

*Several items on pages 2-4  
 are open for discussion, but  
 not on plans. Therefore, rated  
 lower on these items, but this  
 could increase substantially  
 as negotiations/submittals  
 proceed.*





## MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX  
For Livonia Builders and A. R. Brouwer**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brouwer (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Marlene Chockley

- Livonia Builders Score 68
- A. R. Brouwer Score 83

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

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## NORTH VILLAGE RFP SCORING MATRIX

Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>	Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score:</i>
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	3, 5	Livonia Builders rarely does a mixed use project Brouwer has much experience with mixed use.
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i>  <i>Required: Green Strongly Recommended: Red Encouraged: Yellow</i>	A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings	2, 5
	A two to three story mixed use building (foot print of 10,000 to 15,000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.	3, 5
	A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.	4, 4
See above.		Both propose it, but only Brouwer plans to build it. Livonia Builders claim to know a partner who could do it.
Pavilions could be altered in both plans.		



	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	4, 4	No mention of a restroom in either project.
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	5, 5	Both projects are capable of this. The exit is not an option at this time.
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	1, 0	Livonia Builders may be able to save a couple of trees. Neither project can really accommodate this in order to build what they want.
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	2, 5	Livonia Builders has a small central path and is not inclined to do this on the western edge. Brouwer has a very good path proposed.
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	2, 5	Livonia Builders pathway is not capable of doing this. Brouwer's pathway is more likely.



	The passive recreation area should be usable for special event parking.	3, 3	Both projects can accommodate some of this parking, but Brouwer has much more actual public parking on site.
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	2, 4	The apartments are more likely to block sound.
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5, 3	The apartments are very different, but of a style that would work well.
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5, 5	Both proposals can accommodate this.
	A community garden and farmers market event spaces should be integrated into the site design.	0, 0	Neither has mentioned this.





3. Experience in developing projects with creative and innovative approaches.	5, 5	
4. Experience of principals and team members.	4, 5	
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5, 5	
6. Demonstrated ability to deliver high quality projects on an established timeline.	5, 5	
7. Demonstrated ability to enter into a public / private partnership.	?, ?	



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5, 5	
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.	3, 5	Demonstrates a willingness to adapt the project to the nuances/desires of the community.
<i>Optional Bonus Points (1-5)</i>		

**TOTAL SCORE (Out of 100 possible points): 68, 83**

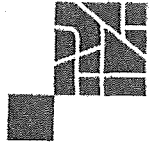
**Additional Notes to Share with Reviewers:**

These are 2 significantly different projects. Both a very reputable developers. I find no real difference between the Brouwer duplexes and Livonia Builders condos in the look and feel of that portion of the development. There is a big difference between apartments and single family homes however. While I believe both projects should be attainable, they cater to somewhat different markets. I believe the Brouwer project would provide more vibrancy to the downtown area in the earliest timeframe and attract more millennials and empty nesters. The Livonia Builders' project would likely take longer to complete in my estimation, but attract a mix of residents that is very similar to the surrounding neighborhoods.





# MCKENNA



December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX  
For Livonia Builders and A. R. Brougher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brougher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: JACK SECRIST

- Livonia Builders Score 90
- A. R. Brougher Score 80

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score	L	B
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5	5	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65	50	45
3. Experience in developing projects with creative and innovative approaches.	5	5	5
4. Experience of principals and team members.	5	5	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5	5	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5	5	5
7. Demonstrated ability to enter into a public / private partnership.	5	5	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5	5	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5 X	90	80
Total possible out of 100	105		

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## MCKENNA

December 3, 2019

Township Board  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

### SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX

Trustees,

Per the Township Board request, I have scored the two submittals from Livonia Builders (score in red) and A. R. Brougher (score in black). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

*Paul Lippens*

- 81 for Livonia Builders
- 86 for A. R. Brougher

The primary difference being that A. R. Brougher is proposing to build the mixed-use buildings and Livonia Builders is not. We have requested the North Village Committee to provide individual score and hope to have this information included in the Board Packet for 12/10/19.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

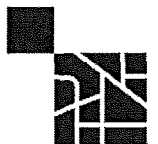
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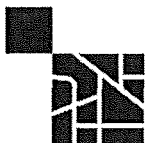
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## NORTH VILLAGE RFP SCORING MATRIX

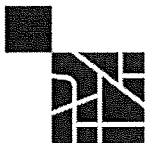
Evaluation Criteria:	Qualitative Score 1 to 5:		Notes:
	1 is lowest and 5 highest, or best.		Please provide any notes to share with evaluators on your rezoning for your score:
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	3, 5		<div></div> <div></div> <div></div> <div></div>
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i>  <i>Required: Green</i> <i>Strongly Recommended: Red</i> <i>Encouraged: Yellow</i>	A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings	5, 5	<div></div> <div></div> <div></div> <div></div>
	A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.	0, 5	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
	A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.	4, 4	<div></div> <div></div> <div></div> <div></div>



	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	0, 0	
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	4, 4	
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	2, 2	
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	5, 5	
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	5, 5	



	The passive recreation area should be usable for special event parking.	5, 5	
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	3, 3	
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5, 4	
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5, 5	
	A community garden and farmers market event spaces should be integrated into the site design.	4, 4	





3. Experience in developing projects with creative and innovative approaches.	5, 5	
4. Experience of principals and team members.	5, 5	
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5, 5	
6. Demonstrated ability to deliver high quality projects on an established timeline.	5, 5	
7. Demonstrated ability to enter into a public / private partnership.	5, 5	



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5, 5	
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.	0, 0	
<i>Optional Bonus Points (1-5)</i>		

**TOTAL SCORE (Out of 100 possible points):** 81, 86

**Additional Notes to Share with Reviewers:**

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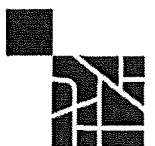
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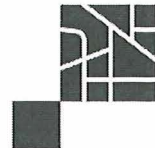
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# MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX  
For Livonia Builders and A. R. Brouher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brouher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Tawn Beliger

- Livonia Builders Score 75
- A. R. Brouwer Score 76

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

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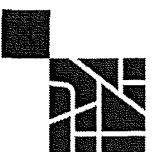
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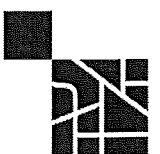


## NORTH VILLAGE RFP SCORING MATRIX

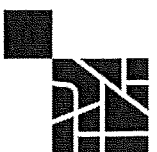
Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>	Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score:</i>
<p>1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.</p>	<p>5 L.B. 5</p>	<p>Both companies are good, Livonia Builders leans more towards residential, while Brouwer leans commercial.</p> <hr/> <hr/>
<p>2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.</p> <p><i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i></p> <p><i>Required: Green</i> <i>Strongly Recommended: Red</i> <i>Encouraged: Yellow</i></p>	<p>A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings</p>	<p>5 L.B. 5</p> <p>The 5 acres park requirement by the twp, up front near the water, will need to be met by any developer. LB had one larger green space designed. A.R. B had the park split in two sections originally.</p> <hr/> <hr/> <hr/> <hr/>
	<p>A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.</p>	<p>0 L.B. not interested in commercial.</p> <p>5 can offer commercial development.</p> <hr/> <hr/> <hr/> <hr/>
	<p>A public stage / amphitheater on the north end of the site facing US 23 and</p>	<p>3 L.B. 3</p> <p>Either of the developers could arrange to have an</p>



	sited to complement views of the lake.		amphitheater build.
	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	5 5	
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	5 5	
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	2 2	
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	5 5	
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-	5 5	



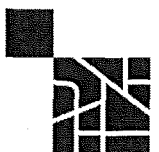
	of-way under US 23.		
	The passive recreation area should be usable for special event parking.	5 L.B. 5	
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.		Neither offer has a wall of high rises along the freeway edge.
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5 L.B. 3	L B offers a more cottage like or personable style dwellings.
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5 L.B. 3	Livonia builders stressed that they would like to see the waterfront finished 1 <sup>st</sup> , as it will help not only us, but them in marketing their home developments
	A community garden and farmers market event spaces should be integrated into the site design.		



\_\_\_\_\_




3. Experience in developing projects with creative and innovative approaches.	5 L.B. 5	Again LB displays creativity regarding residential <hr/> Brouwer shows creativity regarding commercial projects
4. Experience of principals and team members.	5 L.B. 5	<hr/> <hr/> <hr/>
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5 L.B. 5	<hr/> <hr/> <hr/>
6. Demonstrated ability to deliver high quality projects on an established timeline.	5 L.B. 5	<hr/> <hr/> <hr/>
7. Demonstrated ability to enter into a public / private partnership.		<hr/> <hr/> <hr/>
	5 L.B.	



8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5	<hr/> <hr/> <hr/>
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.  <i>Optional Bonus Points (1-5)</i>		<hr/> <hr/> <hr/>

**TOTAL SCORE (Out of 100 possible points):** \_\_\_\_\_

**Additional Notes to Share with Reviewers:**

Both are quality developers with their own unique specialties. Livonia Builders is my preferred choice to handle the residential development portion of the project. I like the hands on / in the field approach of Mr. Veri, and very importantly, is the flexibility to offer a more cottage or village style of appearance to the homes, giving a more personal appearance than the typical residential developments. And less crowding (units) with Livonia Builders proposal, verses the proposal from Brouwer.

Brouwer appears to have more focus upon the commercial realm vs residential, with very nice and attractive recent samples of projects that can potentially fit the townships interest for the commercial and mixed use needs.



\_\_\_\_\_








MCKENNA

December 3, 2019

North Village Committee  
Northfield Township  
8350 Main Street  
Whitmore Lake, Michigan 48189

**SUBJECT: NORTH VILLAGE RFQ SCORING MATRIX  
For Livonia Builders and A. R. Brougher**

Committee,

Per the Township Board request, we would like you to score the two submittals from Livonia Builders (score in red and/or place score first in the box) and A. R. Brougher (score in black and/or place score second in the box). Both are high quality proposals from two experienced developers. My summary total score based on the criteria:

Evaluator Name: Janet Chick

- Livonia Builders Score 78
- A. R. Brougher Score 73

I have included my completed evaluation for an example. Please provide to Jennifer Carlisle ASAP for inclusion in the 12/10/19 Board Packet.

Evaluation Criteria	Possible Score
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	5
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals. <i>Note: Points are available for each stated design objective.</i>	65
3. Experience in developing projects with creative and innovative approaches.	5
4. Experience of principals and team members.	5
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5
6. Demonstrated ability to deliver high quality projects on an established timeline.	5
7. Demonstrated ability to enter into a public / private partnership.	5
8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion. <i>Note: evaluators may optionally award 5 bonus points with justification notes provided.</i>	5
Total possible out of 100	105

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

☎ 248.596.0920  
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MCKA.COM

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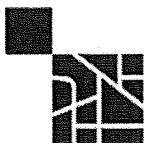


## NORTH VILLAGE RFP SCORING MATRIX

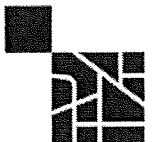
Evaluation Criteria:	Qualitative Score 1 to 5: <i>1 is lowest and 5 highest, or best.</i>		Notes: <i>Please provide any notes to share with evaluators on your rezoning for your score.</i>
1. Demonstrated development experience by the applicant in completing mixed-use projects and/or projects of a similar nature to that which is proposed.	4, 5		<hr/> <hr/> <hr/> <hr/>
2. Compatibility and appropriateness of the proposed project scope and design in relation to the Township's stated goals.  <i>Please rank how well you believe the proposal addresses each of the stated design objectives.</i>  <b>Required: Green</b> <b>Strongly Recommended: Red</b> <b>Encouraged: Yellow</b>	A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed-use buildings	5, 5	<hr/> <hr/> <hr/> <hr/>
	A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.	0,5	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
	A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.	5, 4	<hr/> <hr/> <hr/>



	A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.	0, 0	
	The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.	4, 4	
	The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.	3, 2	
	A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.	5, 5	
	The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.	5, 5	

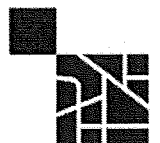


	The passive recreation area should be usable for special event parking.	5, 5	
	Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.	4, 3	
	If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.	5, 0	
	A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.	5, 3	
	A community garden and farmers market event spaces should be integrated into the site design.	3, 3	



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3. Experience in developing projects with creative and innovative approaches.	5, 5	<hr/> <hr/> <hr/>
4. Experience of principals and team members.	5, 5	<hr/> <hr/> <hr/>
5. Evidence of financial capability and ability to finance project. Examples of similar project financing experience strongly encouraged.	5, 5	<hr/> <hr/> <hr/>
6. Demonstrated ability to deliver high quality projects on an established timeline.	5, 5	<hr/> <hr/> <hr/>



\_\_\_\_\_

7. Demonstrated ability to enter into a public / private partnership.		

**TOTAL SCORE** (Out of 100 possible points): \_\_\_\_\_

**Additional Notes to Share with Reviewers:**

I felt both plans were of professional quality. However, I felt the Livonia Builder Plan was more consistent with the charm and general feel of the surrounding character. That private home ownership was more consistent with the housing type and design. Livonia's park plan was more in line with the North Village synthesis vision and would provide a better sense of community for its users.

\_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

8. References – include up to three public agency references from communities or school districts where developer has successfully completed projects.	5, 5	
9. Any other criteria deemed important by the Township as important to evaluation of proposals, in its sole discretion.		
<i>Optional Bonus Points (1-5)</i>		

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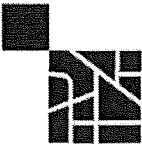
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4952 Dewitt, Canton, MI 48188 • Phone: (734) 397-9140 • Fax: (734) 397-8653

Livonia Builders is extremely excited to enter into an agreement with Northfield Township to develop The North Village. Although there are many possibilities on what to do with the property, the name identifies what it should feel like, a Village. With a blend of various size homes, multifamily product, mixed use commercial, a large focal point park and an inviting beach for both the residents of the Village and the residents of the community. Not only is it very important what is built there, but it is just as important what the product looks like, a Village feel product is a must. Large porches, reduced setbacks from the road help make that Village feel come to life.

This type of development will make the community grow by bringing more residents into the community to help support the local businesses on Whitmore Lake. The Village could and should be a catalyst to jump starting new and redevelopment along Whitmore Lake. The proposed development will bring people of all ages to the Village, empty nesters, young families and older families. All bases are covered and will always be since when the current resident moves out the same type of buyer will move in and will continue the cycle. More students will be added to the local school districts as well.

Livonia Builders is more than qualified to handle a project of this size and see it go from start to finish. If given the opportunity, Northfield township will recognize Livonia Builders as a premier partner to have in the community such as the communities of Saline, Canton, Plymouth, Pittsfield and the Communities of the past Livonia, Novi, Woodhaven and Ypsilanti Township. We sincerely hope that The Board of Trustees seriously considers having Livonia Builders help turn the North Village into a reality.

Sincerely,

Danny Veri  
Managing Member- Livonia Builders

## North Village

The vision Livonia Builders has for North Village is a blend of larger lot, single family homes, duplex condos or smaller lot, single family homes, townhouse buildings for lease that serve both the empty nester and small families, mixed use commercial property, a public beach and a large park that is in direct view of Whitmore Lake.

The single-family homes will be designed of the new urbanism architectural style as mentioned in the Downtown Strategic action plan. We have experience in developing and building this type of product. We developed and built over 200 homes in Cherry Hill Village of Canton. This development consists of reduced front yard setbacks and narrower streets to bring people back in time. Large front porches and smaller lots make for a more inviting and tight knit community. Sidewalks through out the development and reduced front yard setbacks invite people to walk the community and get to know their neighbors.

The townhouse buildings will also carry forward the new urbanism architecture. These buildings are designed to serve the empty nester with 1 story, 2 bedroom and 2 bath layouts, along with serving the growing family with 3 bedroom, 2.5 bath 2 story units. Our plan is to offer these units for lease and we offer a homebuyer savings program to try to get them into a new home. We design the interiors like our single-family homes, with high-end finishes, which helps keep our residents far longer than the national average. By tying in the townhouses with the single-family homes, it only continues our tradition of making our communities feel like neighborhoods. The townhouses will also be broken up into different size buildings and different colors, similar to the single-family homes.

The duplex ranch style condos will invite a senior type buyer. With all the features on the first floor, these 2 bedroom, 2 bath condos will add charm to the neighborhood and carry forward the new urbanism architecture.

The smaller lot single-family homes will feel a very large void in housing, the starter home. There are currently no new, single-family homes in the entire area starting around \$200,000. We believe our process will allow us to do this and help bring young families into the community.

The mixed-use properties are located in two areas. These will likely be a blend of office and retail establishments. The same style of architecture will be carried forward. We will try to focus on getting the types of businesses that are needed for the area.

The public beach and Park will be the focal points of the property. The park makes up approximately 2+ acres of open space, sidewalks, benches and a gazebo. The beach will be public access beach with a fishing pier, benches and boat slips. There is also another 2 acres designated for the retention pond for the site, which adds to more open space.



## Revenue and Community Benefits

The blending of the different types of housing offers various forms of tax benefits to Northfield Township. The smaller single-family homes will likely sell for an average dollar amount of \$215-225,000. That would generate approximately 191,224 in tax revenue annually. The larger homes will likely sell for an average of \$375,000 each. With 15 of the estate style homes, that would generate another \$113,709 in revenues. The leased townhomes will likely generate another \$77,951 in revenue. Finally the two mixed-use buildings will likely generate another \$17,583 in revenue. If the two-unit condo design is chosen over the small lot single family, the tax revenue will drop about \$30,000. In total, this development will likely generate approximately \$400,467 in additional tax revenue to Northfield Township. See the chart below for details

Sale Price	Taxable Value	Mileage	Unit Total	Total Tax Revenue
\$220,000	\$110,000	40.43	43	\$191,224
\$375,000	\$187,500	40.43	15	\$113,709
Townhomes	\$35,000	58.61	38	\$77,951
Mixed Use	\$150,000	58.61	2	\$17,583

Estimated annual tax revenue

\$400,467

The other exciting and beneficial element to this concept is the number of children it will add to the school system. The smaller lot product will bring young families with young kids. They will likely have 2 children that will be or become elementary age before looking for a larger home. Each of those kids will generate approximately \$8,000 each for the Whitmore Lake school system. With an average of 2 children per home, that will generate 86 children and \$688,000 towards the school system. The larger or Estate size homes will also generate an average of 2 kids but they will be slightly older. That would also generate another \$240,000 in school revenue. And finally we will go to the for lease townhomes. We will have 22- 3 bedroom units. In our other 3 bedroom communities, we average at least 1 child in each unit. That would add another \$176,000 to school revenue. In total, with the averages listed above, the school system should gather another 138 students and \$1,104,000 in student revenue. The other thing to consider is, the size and style of these homes will continue to generate the same type of family structure that will start there. This is a lifestyle type of development.

Finally, for the commercial element to grow and thrive, people need to move into the area. With the above averages, this residential project will bring 98 new families to the area that can be upwards to 278 additional people to help the storefronts prosper. Not to mention all the local revenue that will be generated during the construction process.

## Livonia Builders Information

Livonia Builders was established in 1970 by Lidia and Donato Veri and is currently celebrating its 49<sup>th</sup> year in business. Danny Veri and Michael Joss currently run Livonia Builders and have since 1995. Since it's beginning, Livonia Builders has developed vacant land in various communities in Wayne, Oakland and Washtenaw counties. Livonia Builders has built Industrial buildings, Commercial buildings, Office buildings, Apartment Communities, Condo communities, a Mixed Use building and well over 1000 single-family homes. Their specialty is taking vacant land through development and then through construction. As you can see, Livonia Builders has experience in building and developing all types of properties.

Currently Livonia Builders owns 3 apartment communities, 1 Industrial Building, 25 vacant single family lots, are building and part owner of a 4<sup>th</sup> apartment community in Canton as well as vacant land for 55 attached Condos in Chelsea.

*Livonia Builders owns approximately 35 million dollars in assets with only 4 million dollars in debt service. We are very low leveraged but have multiple investment sources if needed.*

Danny Veri and Michael Joss also have over 4 million dollars in personal assets as well. Sound financial practices are what Livonia Builders was founded on and still carries forward.

Livonia Builders is also a highly regarded builder in multiply communities. Pittsfield Township, City of Saline, Plymouth Township and Canton Township are all communities that give Livonia Builders a gold star because we always do what we say we are going to do.

Below is a list of references at the communities below:

1. Canton Township Supervisor Patrick Williams 734 394-5200
2. Canton Township Planner Jeff Goulet

3. City of Saline- Mayor Brian Marl 734 429-4907
4. City of Saline - City Manager- Todd Campbell

5. Pittsfield Township- Head building official Kurt Weiland 734 829-3101

6. Mark Lewis- Head building official Plymouth Twp 734 354 3210

Trade reference of Livonia Builders and time doing business together

1. N A Mans Lumber 734 714-5800 Doug Mans -48 years together
2. Kurtis Kitchen and Bath- 734 522-7600 Howard Kuretzky 40 years
3. Firmbuilt Construction- 248 477-3770 Ted Drososkey 40 years

We have multiple suppliers and contractors that we have been doing business with for over 20 years. We get good people and we keep them.

## Development Team

Livonia Builders will be the main contact and organizer for the development of the project. The long relationships with suppliers and tradesmen will continue with some reaching back as far as 48 years with an average of 15 years working with Livonia Builders. We are planning on building the entire site out however considering letting a second party come in for the mixed use product.

The Financial people involved are Livonia Builders principals of Michael Joss and Danny Veri along with the financial contributions of Michael Ferrantino.

Legal Council will be Kevin Kohls of Kevin Kohls and Associates. Kevin has a long history in Real estate law and will be easily able to navigate the terms of this agreement and the documents needed for the sales of the individual homes.

Dimensional Design will do Architectural drawings. They have been Livonia Builders architect for a large majority of the homes and apartments built over the last 15 years.

## Most Recent Developments- Last 15 years

Cascade Point Saline- 16 unit apartments \$3,000,000  
Ravines of Plymouth- 68 unit apartment/condo complex - \$15,000,000  
Cypress Ridge- Saline 27 single family homes \$9,500,000  
Cherry Hill Village- Canton 220 homes \$66,000,000 (on going for 10 years)  
Blue Heron Pointe- Pittsfield 64 apartments \$12,800,000  
The Ridge- Canton 32 single family homes \$12,650,000  
Torrey Hill- Canton 27 single family homes \$8,775,000  
Torwood- Saline 28 single family homes \$8,400,000  
Grand Oaks- Canton- 24 single family homes \$7,200,000  
Arlington Park- Canton- 36 single family homes \$12,600,000  
Northgate of Canton- 90-unit apartment \$18,000,000  
Enclave Apartments- Pittsfield \$6,400,000

**OFFER TO PURCHASE**  
**( AGREEMENT)**

THIS AGREEMENT ("Agreement") is made by and among NORTHFIELD CHARTER TOWNSHIP whose address is 8350 MAIN STREET, WHITMORE LAKE, MI 48189 (the "Seller"), and AN ENTITY TO BE FORMED whose address is 18261 Shelley Pond Ct Northville, Michigan 48168.

1. **PURCHASE AND SALE OF PROPERTY.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the following described real property: The land situated in the Township of Northfield, County of Washtenaw, State of Michigan common!) known as: Tax ID # \_\_\_\_\_. See Exhibit A attached hereto (collectively, "Property "). •

2. **PURCHASE PRICE.** The purchase price for the Property shall be Seven Hundred Sixty- Five Thousand (\$765,000.00 ) and 00/100 Dollars. \$8500 per unit x 90 units ("Purchase Price").

2. **Deposit.** Within two (2) business days from the date this Agreement is executed by both Seller and Purchaser (the "Effective Date"), Purchaser shall deliver an earnest money deposit in the amount of Ten Thousand (\$10,000.00) and 00/100 Dollars (the "Deposit") to Vintage Title Company; whose address is 5860 North Canton Center Road, Suite #387, Canton, I 48187. Attention: Ms. Patti Ohannesian (the " Title Company"). The Deposit shall be credited against the Purchase Price at Closing or otherwise disbursed in accordance with the terms of this Agreement.

3. **Title and Survey.** Within ten (10) days from the Effective Date, Seller shall, at Seller's sole cost and expense, cause the Title Company to deliver to Purchaser a current commitment for a Vintage Title Company ALTA Owner's policy of title insurance for the Property, (the "Commitment"), in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions to the Commitment. In addition, within ten (10) days from the Effective Date, Seller shall provide Purchaser with a copy of any survey of the Property in Seller's possession or control. Purchaser shall have the right, at its cost, to obtain an updated or new survey of the Property (the "Survey"), which shall be certified to Purchaser, Seller and the Title Company.

4. **Objections to Title.** If, prior to the expiration of the Inspection Period referenced in Paragraph 5 below, Purchase r, or its legal counsel, objects in writing to the condition of title to the Property, if Seller is unable or unwilling to remedy Purchaser's objection(s) within thirty (30) days after receipt of Purchaser' s objections, Seller shall provide notice to Purchaser and then Purchaser, at its option within ten (10) days after Purchaser's receipt of Seller's notice, may either: (i) waive the objection(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) Purchaser may terminate this Agreement by written notice of termination to Seller, in which event the Deposit shall be immediately returned to Purchaser and the parties shall have no further rights or obligations under this Agreement except those expressly surviving the termination of this Agreement. If Purchaser does not timely terminate this Agreement during such ten (10) day period, such objections that are not cured will be deemed Permitted Encumbrances. If Purchaser does not raise any title objections or in the event Seller cures (or Purchaser waives) Purchaser ' s objection(s), the exceptions of record identified in the Commitment which are not objected to, or which have been waived by Purchaser, shall be deemed accepted by Purchaser and shall become "Permitted Encumbrances" to the condition of title to the Property.

5. Inspection Period.

A. Purchaser shall have a period of one hundred eighty (180) days from the Effective date hereof to investigate the Property, including, but not limited to the physical and environmental condition of the Property and the feasibility of developing the Property as intended by Purchaser.

B. Seller agrees, at no cost to Purchaser, to assist by the timely execution of documents for rezoning, approval and permits. Seller will also waive the fees for the approvals where applicable

C. Within ten (10) days from the Effective Date, Seller shall provide Purchaser with copies of all surveys, site plan drawings and applications, environmental reports, engineering and soil boring test reports, government "review" letters, engineering plans, and any other documents in Seller's possession or reasonably available to Seller regarding the Property, if any.

D. That sanitary sewer is adequate to service the proposed development can be made available to the property and all can be tapped into at a cost deemed reasonable by the Purchaser.

E. During the term of this Agreement Purchaser and/or Purchaser's agents shall have the right to enter upon the Property to conduct such tests and investigations, as Purchaser deems appropriate. If any portion of the Property is disturbed or damaged by Purchaser's inspections, Purchaser shall restore the Property to substantially the same condition that existed prior to such disturbance or damage. Purchaser shall indemnify and hold harmless Seller from and against any injury to persons or damage to property caused by the inspection activities of Purchaser and/or its agents. If this Purchase Agreement is terminated for any reason other than Seller's default, Purchaser shall promptly deliver to Seller copies of all third-party surveys and reports obtained by Purchaser, if any, in connection with the Property, including all soil and environmental reports, boundary and topographic surveys and traffic studies, all without representation or warranty as to their accuracy or adequacy for Seller's intended use. The obligations of Purchaser under this Paragraph 5 shall survive the termination of this Agreement and

Closing. Prior to the entry on the Property by Purchaser's contractors, Purchaser shall cause such contractors to deliver a certificate of insurance to Seller evidencing that Purchaser or its contractors, agents and representatives have in place (and such contractors shall maintain during the pendency of this Agreement): commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury or death and property damage insurance including coverage for contractual liability and personal and advertising injury with respect to Purchaser's obligations hereunder, all covering any accident arising in connection with the presence of such contractors, and their respective agents and representatives on the Property, which insurance shall: (A) name as additional insured there under Seller and such other parties holding insurable interests as Seller may designate; (B) be written by a reputable insurance company having a rating of at least "A+:" by Best's Rating Guide (or a comparable rating by a successor rating service; (C) otherwise be subject to Seller's prior reasonable approval; and (D) shall be kept in force by such contractor until the earlier of the termination of this Agreement or Closing.

F. If Purchaser, in its sole and absolute discretion, is dissatisfied with the results of its inspections, Purchaser shall have the right to terminate this Agreement by providing written notice to Seller any time prior to 5:00 p.m., on the first business day following the expiration of the Inspection Period, in which event Purchaser shall immediately receive the return of the Deposit and the parties shall thereafter have no further rights or obligations under this Agreement except those expressly surviving the termination of this Agreement. If Purchaser does not elect to terminate this Agreement under this Paragraph 5, the Deposit shall become non-refundable, except as otherwise expressly provided in this Agreement and shall be applicable to the Purchase Price at Closing.

G. In the event Purchaser is before a governing body seeking approvals and the six (6) month Inspection Period expires, Seller shall grant an additional six (6) months for Purchaser to receive his approvals for Ten Thousand (\$10,000.00) and 00/100 Dollars non-refundable but applicable to the purchase price.

6. **"AS IS"**

Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the information distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Property as Purchaser deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Purchaser's inspections and investigations. Purchaser hereby represents and warrants to Seller that Purchaser is represented by legal counsel in connection with the transaction contemplated by this Agreement. Purchaser waives any all d- a-H rights or remedies it may have OJ' be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

7. **Seller's Representations and Warranties:**

Seller hereby represents and warrants to Purchaser, which representations shall be true and correct as of the date hereof and as of the closing date and shall survive the closing of the transactions contemplated hereby, that the environmental and ecological condition of the property is not in violation of any law, ordinance, rule or regulation applicable thereto; the soil, water and ground water of or on the property are free from any solid waste, toxic or hazardous substances or contaminants, and the Property has not been used for treatment, storage or disposal of any waste material.

(a) Seller has not, and to the best of Seller's knowledge, no other person or entity has: (i) used the Property for any activities which, directly or indirectly, involve the use, generation, treatment, storage, transportation or disposal of any Hazardous Materials (as such term is defined below); (ii) released or discharged any Hazardous Materials into the environment from, at, on or under the Property; (iii) used the Property at any time as a landfill or a disposal site for garbage, waste or refuse of any kind; or (iv) installed or removed underground storage tanks on or from the Property. To the best of Seller's knowledge, the Property does not contain any Hazardous Materials. As used herein, the term "Hazardous Materials" shall mean any substances, waste, toxin, pollutant or contaminant, including but not limited to, radiation and electromagnetic forces and any material, substance or activity now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety And Health Administration, the National Institute Of Safety And Health or any federal, state or local agency having jurisdiction over a work place, safety or environmental protection, or any of their successor agencies or authorities, as a hazardous activity, hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant.

8. Assignment

Purchaser shall not be entitled to assign this Agreement without Seller's consent, which shall not be unreasonably withheld. Purchaser may assign this offer to one or more assignees and any such assignee or assignees shall have all rights granted herein to Purchaser. Purchaser shall give prompt written notice to Seller upon any such assignment. In the event Seller conveys the property during the term of this Offer, the conveyance shall be made subject to this Offer, and Seller shall assign his rights and obligations hereunder to the Purchaser, who shall agree to assume them.

8. Closing. Purchaser and Seller agree to complete the purchase and sale transaction (the "Closing") within thirty (30) days from the expiration of the Inspection Period or on such earlier date requested by Purchaser. The Closing of this transaction shall take place at the Title Company or at such place as the parties shall mutually agree. The Closing may be accomplished by means of an escrow closing, with the Title Company acting as closing agent.

9. Closing Deliveries. On the Closing date, the parties shall take the following actions:

a. Purchaser shall pay to the Title Company, for the account of Seller, the Purchase Price for the Property, subject to proration's and adjustments pursuant to the terms of this Agreement.

b. Seller shall deliver to Purchaser a Warranty Deed in recordable form conveying to Purchaser fee simple marketable title to the Property, In lieu of reciting the Purchase Price in the Warranty Deed, Seller shall execute and deliver to Purchaser a Real Estate Transfer Valuation Affidavit.

c. Seller shall order and pay for a policy of title insurance for the Property without standard exceptions, except the standard survey exception unless Purchaser has obtained a Survey, with coverage in an amount equal to the Purchase Price, subject only to the Permitted Encumbrances. Seller shall deliver to the Title Company an Owner's Affidavit and such other documents reasonably required by the Title Company to enable the Title Company to satisfy its Schedule B-1 requirements, remove its standard exceptions (except the survey exception shall not be removed unless the Purchaser provides the Title Company with an acceptable survey) and provide a "marked-up" Commitment, dated as of the Closing Date and containing only the Permitted Encumbrances. The "marked-up" Commitment shall reflect Purchaser as both fee simple title owner of the Property and the insured under said Commitment. Any closing fees charged by the Title Company shall be shared equally by Seller and Purchaser.

d. Seller shall provide Purchaser with a Non-Foreign Affidavit.

e. Seller and Purchaser each shall deliver to the other such other documents or instruments as shall reasonably be required by such parties' counsel and/or the Title Company to consummate the transactions contemplated herein and/or to issue the policy of title insurance for the Property.

10. Prorations and Adjustments.

(a) Taxes, Assessments and Utilities. All real estate taxes which are billed prior to the Closing shall be paid by Seller on or before Closing. Seller shall also pay in full on or before the Closing all special and other assessments which were established and constitute a lien against the Property as of the date of Closing, regardless of whether such special or other assessment may be paid in installments subsequent to the Closing. Current real estate taxes shall be prorated between the parties as of the Closing on the due date basis of the applicable taxing authority and taxes shall be deemed paid in advance for proration purposes.

(b) Closing Costs. Seller shall pay all state, county and local documentary stamps and transfer taxes levied on the conveyance of the Property, the title insurance premium, the cost of recording any documents necessary to cure Purchaser's title objections, the costs of its legal counsel and one half of any closing fees charged by the Title Company. Purchaser shall pay for the cost of recording the deed, any Survey ordered by Purchaser, the fees of its legal counsel and one half of any closing fees charged by the Title Company.

12. Possession. Upon the Closing, Seller shall deliver to Purchaser possession of the Property free from any rights or claims of possession by Seller or any third party.

13. Real Estate Commission. Not Applicable in this sale

14. Default. In the event of a breach or default by Purchaser under this Agreement which is not cured within ten (10) days from Purchaser's receipt of written notice of default from Seller, Seller shall have the right, as its sole and exclusive remedy, to retain the Deposit and the additional deposits made by Purchaser under Paragraph 5, if any, as liquidated damages in termination of this Agreement. In the event of Seller's breach or default under this Agreement which is not cured within ten (10) days from Seller's receipt of written notice of default from Purchaser, Purchaser shall have the right to terminate this Agreement and obtain the return of its entire Deposit and any additional deposits paid by Purchaser under Paragraph 5, if any. If any action is brought to enforce the terms of this Agreement the non-prevailing party shall reimburse the prevailing party for its costs and expenses, including, without limitation, reasonable attorney fees through all mediation, arbitration, trial and appellate proceedings.

15. Non-Waiver. The failure of either party to complain of any act or omission on the part of the other party, no matter how long it may continue, shall not be deemed to be a waiver by any party to any of its rights hereunder except as expressly provided for in this Agreement. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision. If any action by any party shall require the consent or approval of another party, the consent or approval of the action on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

16. Survival. The indemnities, representations, warranties and covenants contained in this Agreement shall survive Closing and shall not merge upon the delivery of the deed for all or any portion of the Property.

17. Time. TIME IS OF THE ESSENCE OF AND ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

18. Notices. Any notice to be given or served upon any party to this Agreement must be in writing and shall be deemed to have been given: (a) upon receipt in the event of personal service by actual delivery; (b) the first business day after posting if deposited in the United States mail with proper postage and dispatched by certified mail, return receipt requested; (c) upon receipt of telecopy or email if a copy of such notice is also sent by regular mail or overnight delivery service; or (d) upon receipt if notice is given other than by personal service or by certified mail. And all notices shall be given to the parties at the addresses set forth in this Agreement. Any party to this Agreement may at any time change the address for notices to that party by giving notice in this manner.



If to Seller:

Northfield Charter Township  
8350 Main Street  
Whitmore Lake, Mi 48189

If to Purchaser:

Entity TBD  
18261 Shelley Pond Ct  
Northville, MI 48167  
Email: [dannyveri@sbcglobal.net](mailto:dannyveri@sbcglobal.net)  
734-347-3436

19. **Days.** Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) except as otherwise provided for herein, be construed to mean calendar days ; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

20. **Severability.** If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Agreement.

21. **Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded by and merged into this Agreement. Neither this Agreement nor any of its provisions may be waived, modified or amended except by an instrument in writing signed by Seller and Purchaser.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.

23. **Counterparts: Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. For purposes of this Agreement, a facsimile or electronic copy of a signature shall be deemed the same as an original.

24. **Effective Date.** The Effective Date of this Agreement shall be the last date on which both Seller and Purchaser have executed this Agreement.

25. **Conditions of Sale** Of the sale price of \$8500 per Unit, \$4500 of the said amount is to be earmarked for the common items discussed in meetings. Those items include the development of the park area, which is not included in this legal description. The development of the beach area, which is not included in this legal description. The additional parking areas for the park area, which is not included in this legal description. (Constructed Areas)

These funds will be held in escrow with the title company and released upon the work being completed. It is the Seller's choice if they would like the Purchaser to develop these areas or if they would like to use the money themselves and develop it. In either case, the work must be completed before any moneys are released.

It is also understood that the amount designated is the entire amount the Purchaser will contribute towards these items. In the event the Purchaser completes the work and the cost comes in under the \$4500 per unit budget, the Purchaser will be awarded that difference as a form of payment for doing the work. If the work comes in at the \$4500 amount or the amount is not enough for the Constructed Area, there is no reward to the Purchaser and their obligation ends.

It is also understood that the final payment is decided upon final number of units approved and suitable to build based on all governmental agencies

THIS AGREEMENT has been executed by the parties hereto on the date(s) set forth below.

**"PURCHASER"**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Email: dannyveri@sbcglobal.net

Dated: \_\_\_\_\_

**TO THE ABOVE NAMED PURCHASER:**

The foregoing Offer is hereby accepted and the Seller agrees to sell said premises upon the terms stated. BY execution of this instrument, the Seller acknowledges the receipt of a copy of this Agreement.

**"SELLER"**

Northfield Charter Township

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_ Representative

Email: \_\_\_\_\_

Dated: \_\_\_\_\_,

Vintage Title Insurance Company acknowledges receipt of deposit and agrees to perform its duties under the Agreement.

Vintage Title Insurance Company

BY: \_\_\_\_\_

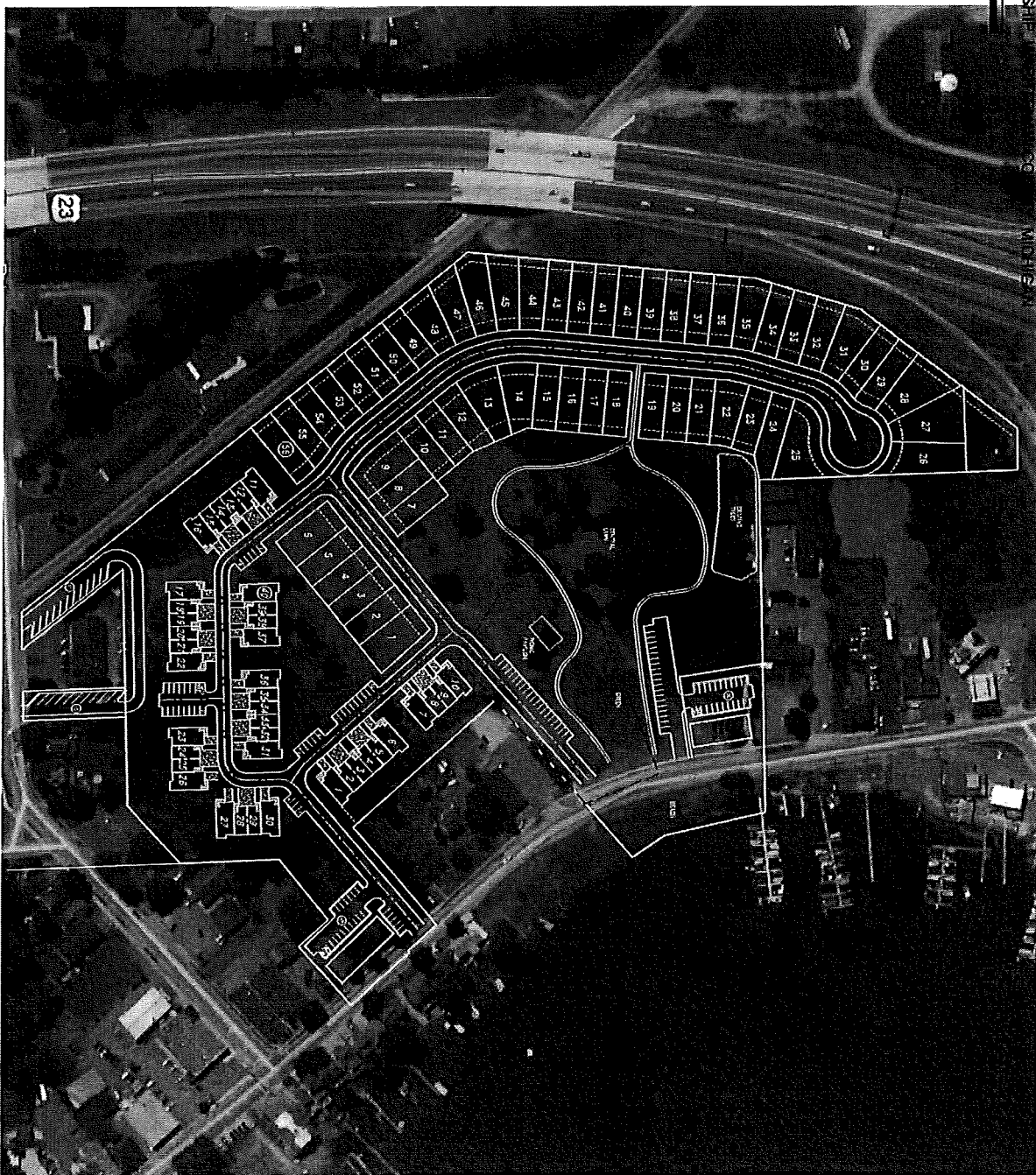
Dated: \_\_\_\_\_

(01349744.Doc;2)

Seller Initials \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_

# MIXED RESIDENTIAL CONCEPT

PART OF THE NE 1/4 OF SECTION 6, T.1S, R.6E,  
NORTHFIELD TOWNSHIP



**SITE DATA:**  
 MIXED USE BUILDING 1 (NORTH):  
 4,500 S.F. PROVIDED  
 1,700 S.F. = 30 SPACES  
 MIXED USE BUILDING 2 (SOUTH):  
 4,500 S.F. PROVIDED  
 1,700 S.F. = 30 SPACES  
 40' X 100' LOTS  
 3-6 UNIT TOWNHOME AREAS: 40 UNITS  
 TOTAL: 92 UNITS

SHEET	<b>RESIDENTIAL DEVELOPMENT</b> SINGLE FAMILY AND MULTI FAMILY PART OF THE NORTHEAST 1/4 OF SECTION 6, T.1S, R.6E., NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN	<b>ENGINEERS, SURVEYORS</b> <b>MLP</b> AND ASSOCIATES, INC. Michael L. Priest & Associates, Inc. 40655 Koppersick Road, Canton, MI 48107 phone: (734) 459-6565 fax: (734) 459-2583	STATUS: DESIGN	DATE: 07-10-2018 LDR NO. 201802	<b>PROPRIETOR</b> TDB HOLDINGS, LLC GARY HEW 4902 DOWNTOWN BLVD CANTON, MI 48104 734-347-3436
				SCALE: 1" = 60'	

November 19, 2019

Northfield Township  
Township Manager  
Steve Aynes  
8350 Main Street  
Whitmore Lake, MI 48189

RE: North Village Site and Park Property

Dear Mr. Aynes,

A.R. Brouwer Company LLC is pleased to submit the attached Letter of Intent to purchase the North Village Property in Northfield Township.

A.R. Brouwer is confident that our North Village concept addresses many of the Township Master Plan goals such as mixed-use, efficient land use and improved public amenities including pathways and public spaces. Our mix of owner-occupied units and rental units combined with the commercial buildings and public parking will achieve the North Village vision and support the economic growth Northfield Township desires.

Development of the North Village property will be a multi-year, multi-phase project. We expect that the development will be built out by 2026. Construction of the infrastructure and for sale units will commence first, followed by the apartments. The mix of apartments is still being evaluated however at least 30% will be market rate.

Our concept for North Village includes over 100 public parking spaces, approximately 10,000 square feet of commercial space and 35% public open space. We also estimate that the housing component of our plan will add 99 students to the Whitmore Lake School District and an additional \$750,000.00 in school funding.

Attached is the proforma used to evaluate the tax benefits of the A.R. Brouwer concept. The proforma demonstrates that the proposed plan, including the PILOT program, will achieve the tax benefits that the Township desires. Not included in the proforma is the economic development activity that will occur in conjunction with project. Additional housing and commercial space will benefit the existing businesses and the school system.

Our North Village Development Team has over 50 years of development and construction experience and is confident that our product and experience will bring tremendous benefit to Northfield Township.

Thank you for your consideration. We look forward to scheduling a meeting to review our Letter of Intent.

*Steve Brouwer*

Steve Brouwer and the North Village Team

## LETTER OF INTENT FOR PURCHASE AND DEVELOPMENT OF REAL PROPERTY

November 18, 2019

Northfield Township, Michigan  
c/o Township Board of Trustees  
8350 Main Street  
Whitmore Lake, MI. 48189

Subject: Letter of Intent Regarding North Village Purchase and Development

Dear Board of Trustees,

An affiliate of A.R. Brouwer Company ("Buyer" and "Developer") offers to purchase and develop the Property (as hereinafter defined) in accordance with the following terms and conditions, subject to the execution of a definitive and mutually acceptable purchase and sale agreement and development agreement, or a single combined agreement encompassing the terms and content of the preceding agreements ("Purchase Agreement" and "Development Agreement", or "Purchase and Development Agreement") within 120 days after this letter ("Letter of Intent") is executed. Such interim period shall be the "Negotiation Period".

1. **Seller.** Northfield Township, Michigan, c/o Township Board of Trustees, 8350 Main Street, Whitmore Lake, MI. 48189
2. **Buyer.** A limited liability company affiliated with A.R. Brouwer Company and owned directly or indirectly by Steve Brouwer, 2830 Baker Road, Dexter, MI. 48130. The Buyer may assign the rights under the purchase agreement for each component/use of the Property to a separate limited liability company, each of which shall be an entity owned directly or indirectly by Steve Brouwer.
3. **Property.** The property ("Property") is that real property that constitutes Parcels 1, 2, 3, 4, and 6 as depicted on the ALTA/NSPS Land Title Survey prepared by Atwell Hicks dated August 2, 2016 (Job 16000570) (the

"Survey"), portions of Parcel 1 that are not included in the Passive Community Green Space and Central Lawn portion depicted on the Concept Plan (as defined below), as well as portions of Parcel 5 not retained by the Seller or otherwise not included in the approved site plan for the Property. The Property will be divided into different parcels for the residential apartments, mixed use 1, mixed use 2, and residential homes, each of which parcel shall be surveyed and legally described, and acceptable to both Buyer and Seller. The different uses for the Property are as shown on Buyer's concept plan submitted to the Seller on 10/15/2019 ("Concept Plan").

4. **Purchase Price(s).** \$1,100,000.00 for the Property. The proposed Purchase Price for each component is:

Residential Homes	\$500,000
Residential Apartments	\$350,000
Mixed Use 1	\$150,000
Mixed Use 2	<u>\$100,000</u>
Sum	\$1,100,000

5. **Investigation Period.** Buyer shall have 120 days from the execution of Purchase Agreement or Purchase and Development Agreement to perform all feasibility and due diligence investigations regarding the Property. Seller shall reasonably cooperate with Buyer's investigations.
6. **Site Plan Approval.** Buyer shall have 250 days from the execution of the Purchase Agreement or Purchase and Development Agreement to obtain PUD approval, preliminary site plan, final site plan, and all other governmental approvals necessary for Buyer's intended use of the Property substantially as shown in the Concept Plan. Provided, however, that if Buyer cannot obtain financing from the MSHDA for the residential apartment portion of the Property (as discussed in Paragraph 10 below), then approval of a modified site plan/zoning that includes development plans for the residential apartment portion of the Property that are acceptable to both Seller and Buyer shall be required.

- 7. Conditions Precedent to Closing.** Among other considerations to be specified in the Purchase Agreement, Buyer's obligation shall be subject to good and clear title to the Property, satisfactory approval of the investigation set forth in Paragraph 5, site plan approval as set forth in Paragraph 6 above, negotiation of a PILOT agreement as set forth in Paragraph 10 below, and financing of the residential apartment portion of the Property from MSHDA. The foregoing notwithstanding, if Buyer cannot obtain financing from the MSHDA for the residential apartment portion of the Property, then Buyer may elect to proceed with the closing on other portions of the Property.
- 8. Public Components.** The portions of the Parcel 1 and/or Parcel 5 as set forth in the Survey that are not being sold to Buyer (i.e. the "Passive Community Green Space and Central Lawn" and possibly the "Active Community Green Space" shown on the Concept Plan) are planned for development as generally reflected on the Concept Plan, subject to change by mutual agreement. It is recommended that the Seller create a committee of three individuals authorized to work in conjunction with A. R. Brouwer Co. on the drawings and recommend approval to the Township Board of the various elements of the proposed public improvements. The Purchase Agreement or Purchase and Development Agreement shall provide that (a) Buyer shall be responsible for constructing, at its cost, all roadways within the Property, (b) all other public improvements on land retained by the Seller and as shown generally on the Concept Plan will be constructed at the cost of Seller, with A.R. Brouwer Company serving as the general contractor or construction manager of the public improvements, and with A.R. Brouwer Company preparing drawings, submitting cost budgets, and constructing the approved public improvements, and such other items agreed to by Seller and A.R. Brouwer Company, and (c) A.R. Brouwer Co. will be entitled to compensation from Seller for its contracting or construction management services provided under the foregoing subsection (c) based on market rates and terms.
- 9. Closing Date.** Closing will occur 90 days after all conditions to closing, as set forth in Paragraph 7 have been satisfied. Closing dates can be revised upon the mutual agreement of Buyer and Seller.



- 10. Residential Apartments.** The apartment portion of the development will be financed with debt and equity through MSHDA. It is imperative to this financing that the apartments be provided a PILOT (Payment in Lieu of Taxes) by the Township that provides for an annual PILOT payment in the amount of 5% of the sheltered rents collected at the property for as long as the Residential Apartments qualify for such treatment under state law. The PILOT program has been used by municipalities in Michigan since 1966 to bring about the construction of approximately 10,000 apartments statewide. Buyer and Seller intend to negotiate a PILOT agreement for the Residential Apartments to be completed before Closing.
- 11. Non-Solicitation.** Between the execution of this Letter of Intent and the Purchase Agreement, Seller shall not solicit other offers.
- 12. Other Provisions.** The Purchase Agreement will contain other terms, provisions, and conditions.
- 13. Formal Agreements.** Upon mutual acceptance of this Letter of Intent, the Buyer will prepare a Purchase Agreement and Development Agreement, or Purchase and Development Agreement, incorporating the terms and conditions of this Letter of Intent, and containing the usual agreements, representations, warranties, indemnifications, and other provisions commonly found in such agreements, which will be presented to the other party for review. The Seller and Buyer shall act in good faith and use their best efforts to negotiate and enter into said agreement(s) based upon this Letter of Intent.
- 14. Effect of the Letter of Intent.** Notwithstanding that this Letter of Intent contains many of the essential points regarding the transactions described herein, this is not intended to be a legally enforceable agreement and no cause of action shall arise in respect of the signing hereof.
- 15. Offer Expiration.** In order to prevent meaningful delays to the financing of the overall development, Buyer requests Seller approval of this Letter of Intent or an acceptable alternative no later than January 15, 2020, or this Letter of Intent shall automatically terminate.

Each of Buyer and Seller acknowledge and agree that this Letter of Intent shall be superseded by the agreement(s) specified in provision 12 above. If said agreement(s) are not executed before expiration of the Negotiation Period, this Letter of Intent shall expire, be of no further force and effect, and neither Buyer nor Seller shall have any further rights or duties hereunder. In the event this Letter of Intent is terminated, each of Buyer and Seller agree to return promptly to the applicable party all documentation provided pursuant to this Letter of Intent.

BUYER:

A.R. Brouwer Company

Name: Steve Brouwer

Date: 11/19/19

Contact Info: stevebrouwer@arbrouwer.com

Acknowledged and Agreed:

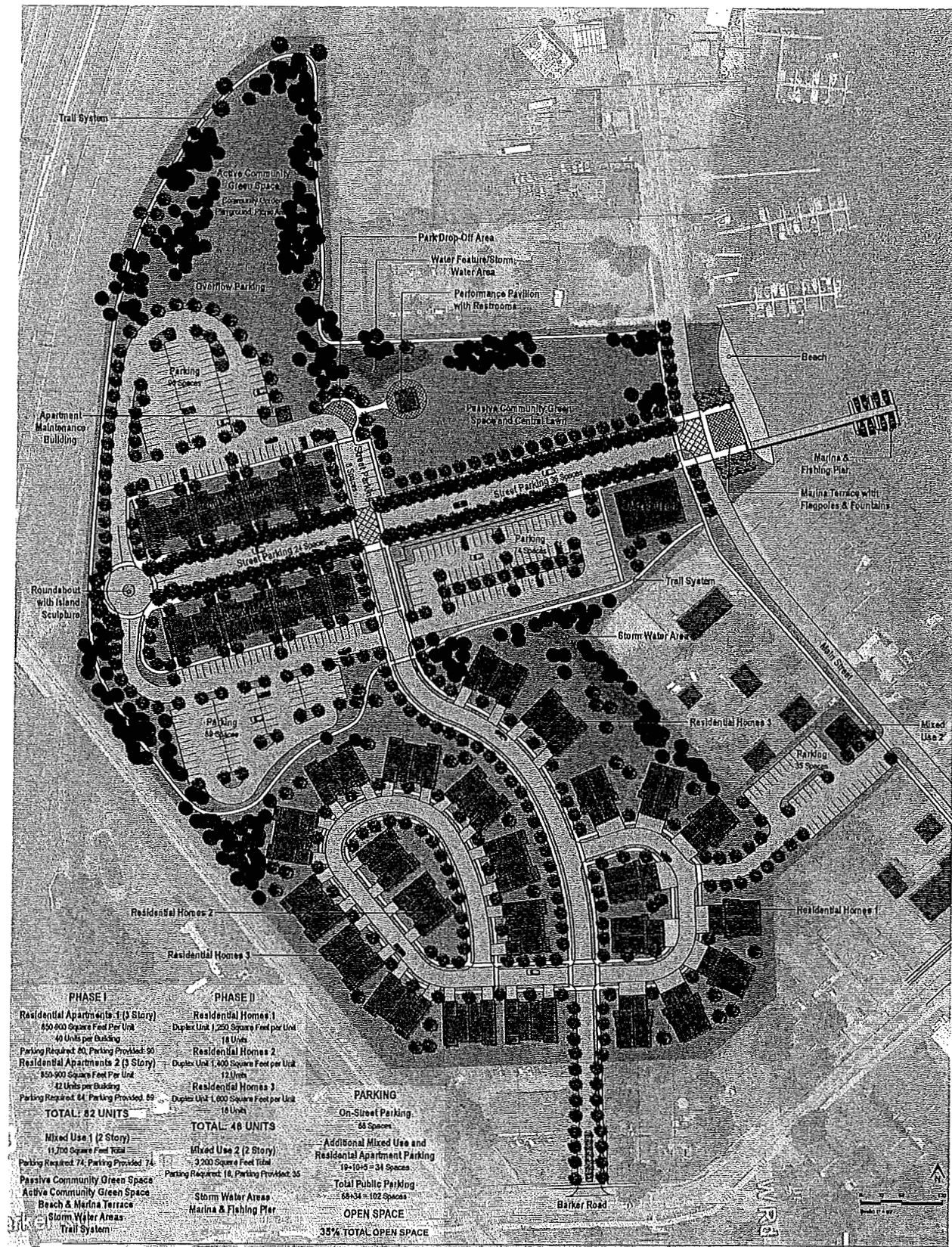
SELLER:

Northfield Township, Michigan

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Info: \_\_\_\_\_



RFQ Supplemental Information for  
North Village Site and Park Property  
October 15, 2019

**A.R. | Brouwer**  
C O M P A N Y

October 15, 2019

Northfield Township  
Township Manager  
Steve Aynes  
8350 Main Street  
Whitmore Lake, MI 48189

RE: RFQ for North Village Site and Park Property

Dear Mr. Aynes,

Thank you for taking the time to meet with A.R. Brouwer Company LLC and our team over the last two months. Through these meetings we have gained valuable insight into the vision for the North Village development and what is important to the community.

Based on these meetings our concept plan has been refined. We believe the current version addresses many of the Townships Master Plan goals such as mixed-use, efficient land use and improved public amenities such as pathways and public spaces. Our mix of owner-occupied units and rental units combined with the commercial buildings will achieve the North Village vision and support the economic surge Northfield Township imagines. We understand the importance of increasing the student population for Whitmore Lake Public Schools and anticipate an increase of approximately 144 students or a potential \$1,152,000 annually.

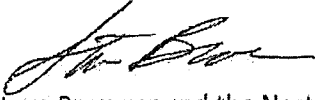
We are currently evaluating the economics of the development and intend to submit a purchase offer. We are reviewing the tax implications of the project for the Township in order to have a clear picture of the economic benefits that our project can provide. We are also evaluating the construction costs associated with this major downtown development.

Thank you for working with us on this process. We hope that you will consider postponing any action on purchase offers to allow us to submit a qualified and complete offer for your consideration.

Included with this correspondence are the proposed floor plans and elevations for the various buildings and tax information for your review. We believe they clearly indicate our progress towards a qualified purchase offer.

We look forward to continuing to work with the Township's elected officials, staff and volunteers to achieve the North Village vision.

Thank you for your consideration.

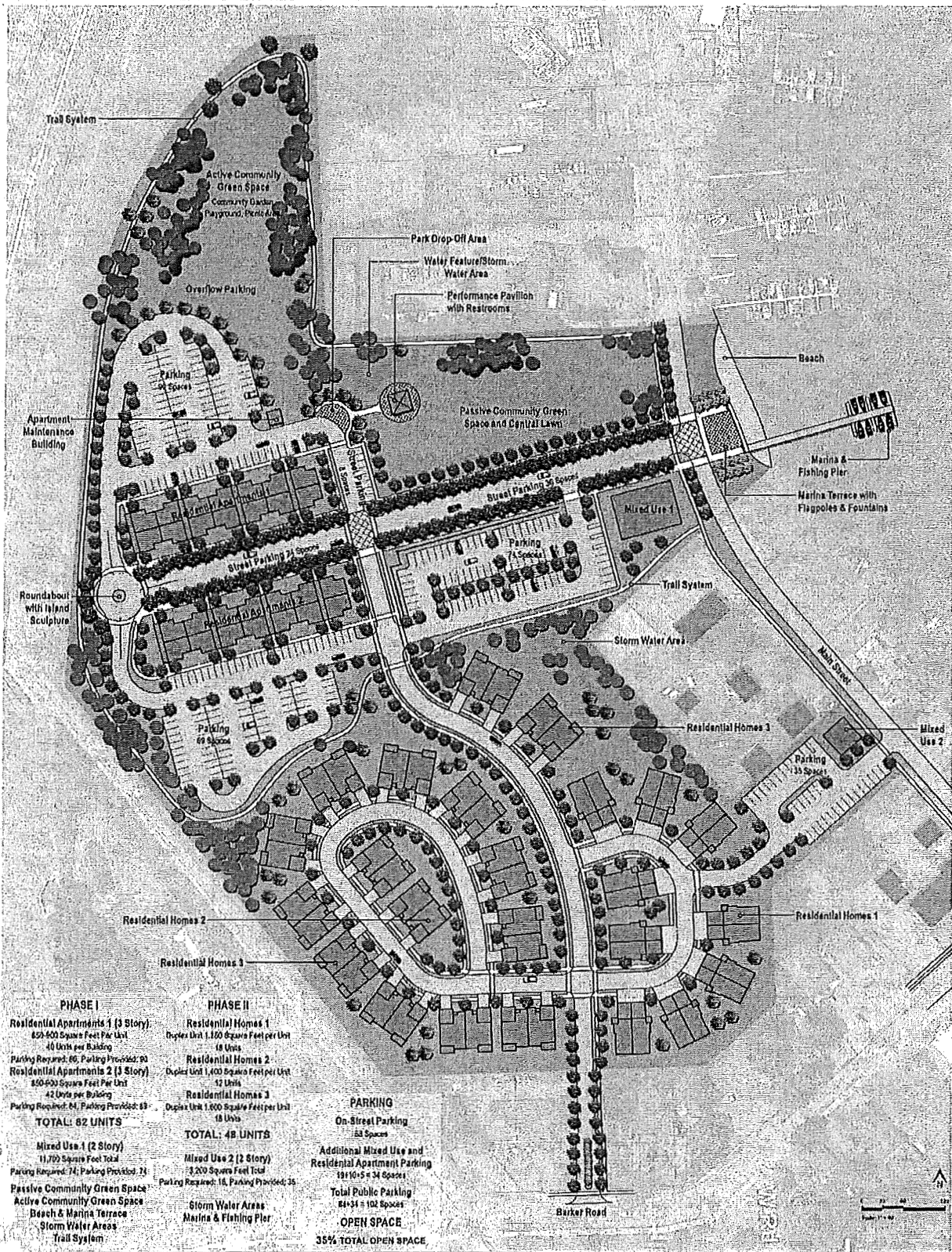
A handwritten signature in black ink, appearing to read "Steve Brouwer". The signature is fluid and cursive, with the first name "Steve" and last name "Brouwer" clearly distinguishable.

Steve Brouwer and the North Village Team

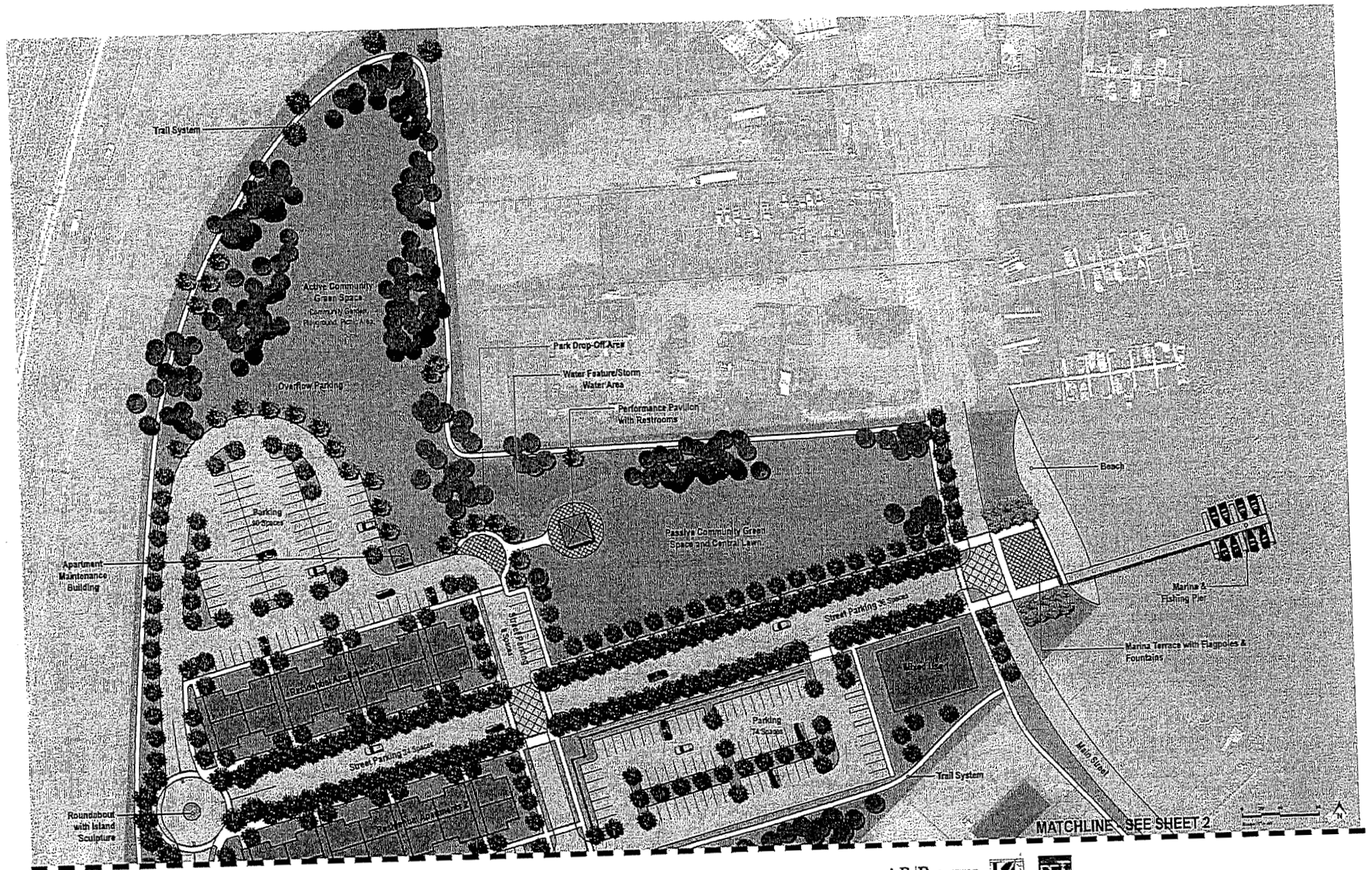
PROPERTY TAX PROJECTIONS  
NORTH VILLAGE DEVELOPMENT  
NORTHFIELD / WHITMORE LAKE  
DRAFT OCTOBER 14, 2019

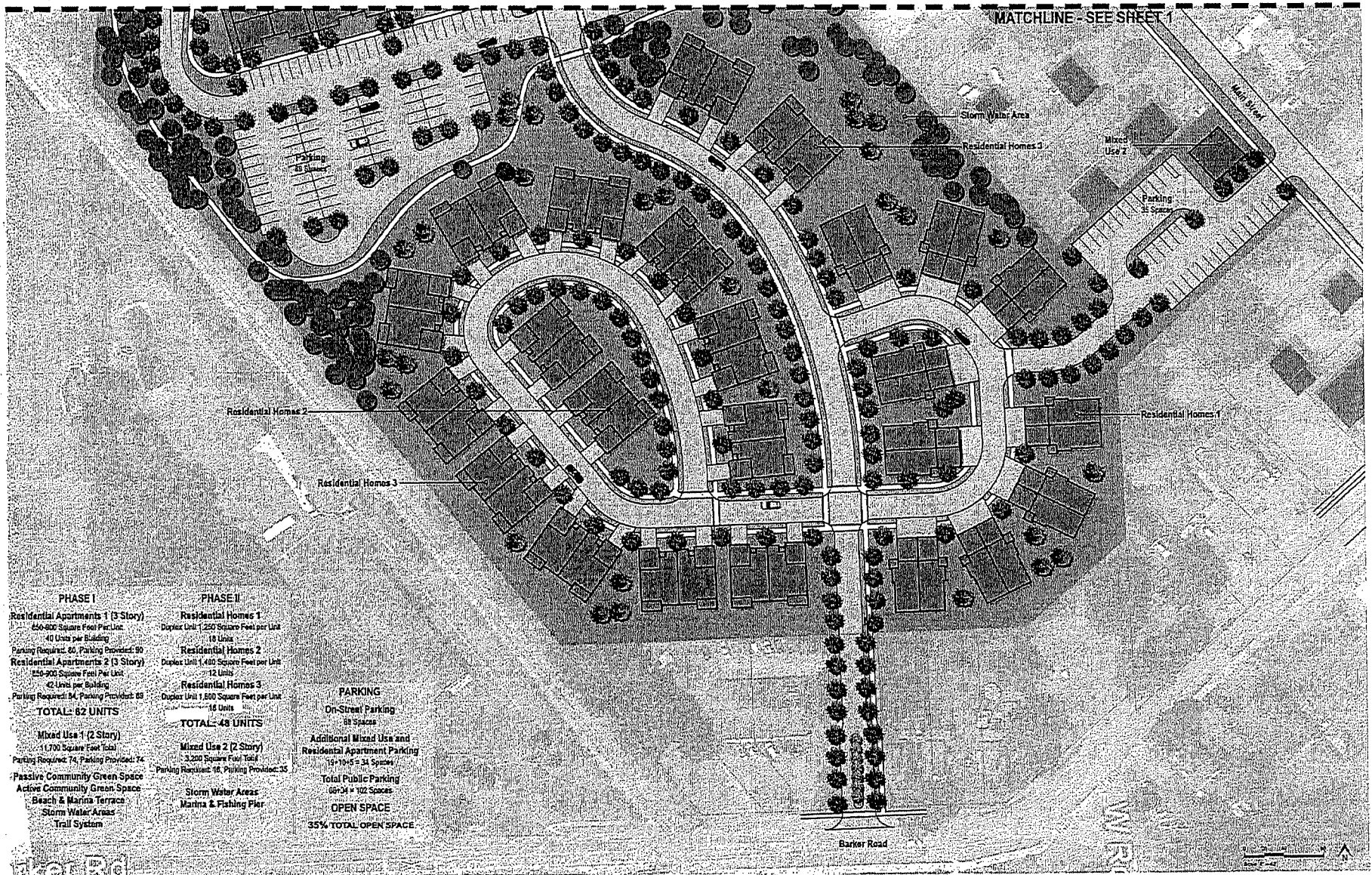
		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>ASSUMPTIONS &amp; NOTES</u>
<b><u>BROUWER MIXED USE DEVELOPMENT</u></b>									
FOR SALE HOUSING	48 Units	\$0	\$6,162	\$104,602	\$215,479	\$332,916	\$342,903	\$354,949	Taxes on land only 2021 Taxes on buildings commence 2022 \$300,000 Average Price in 2019/2020 \$150,000 Assessed amount @ 50% 41.0821 mi \$6,162 Taxes per unit Annual inflation
COMMERCIAL / RETAIL BUILDING #1		\$0	\$5,908	\$91,670	\$94,420	\$97,252	\$100,170	\$103,175	Taxes on land only 2021, building 2022
COMMERCIAL / RETAIL BUILDING #2		\$0	\$5,170	\$5,325	\$32,280	\$33,249	\$34,246	\$35,274	Taxes on land only 2021, building 2023 59.0821 Mills
APARTMENTS		\$0	\$0	\$64,593	\$66,531	\$68,527	\$70,582	\$72,700	82 Units 5% Payment in Lieu (PILOT) Average Re \$1,375 Per unit 90% Effective revenue after vacancy and utilis. Annual inflation
TOTAL TAXES - BROUWER DEVELOPMENTS (excludes town owned community components)		\$0	\$17,240	\$266,189	\$408,710	\$531,943	\$547,902	\$566,098	
** TAXES FOCUSED ON LOCAL IMPACT (47% - excludes State, County and regional portion)		\$0	\$8,275	\$127,771	\$196,181	\$255,333	\$262,993	\$271,727	









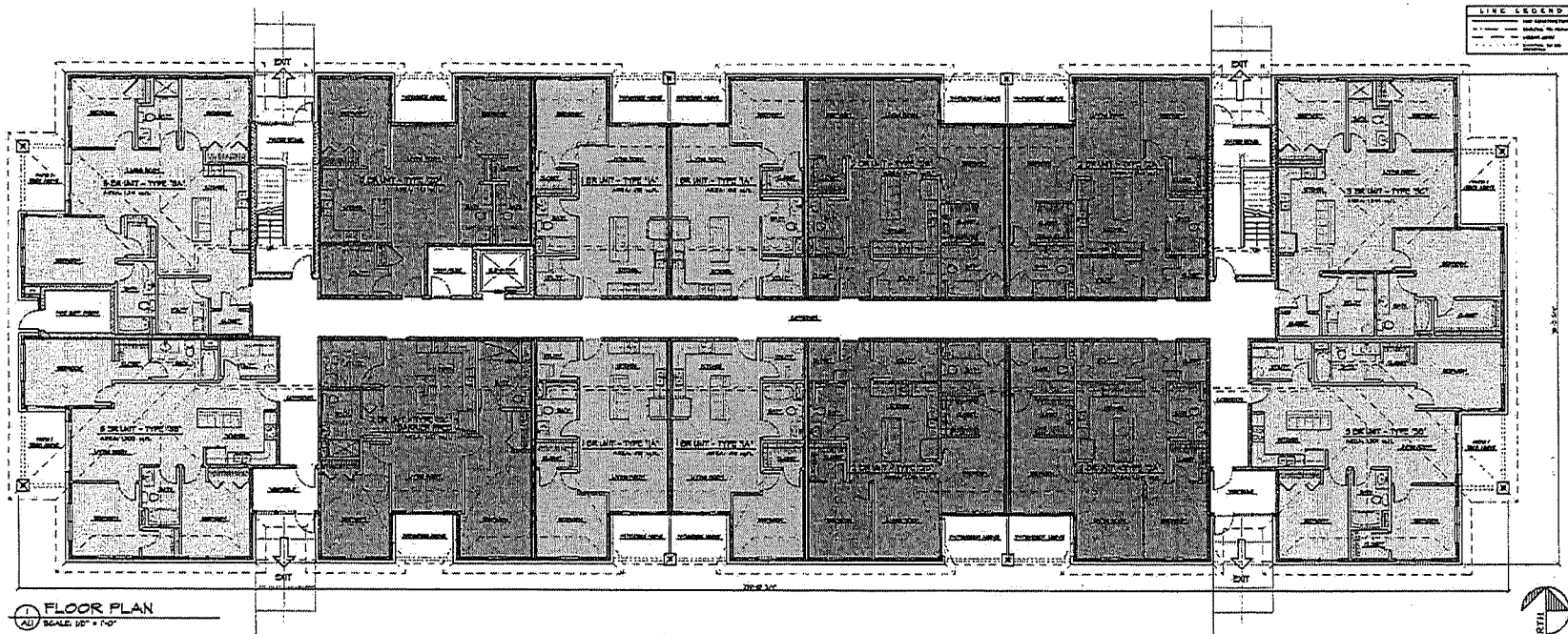




THE SECTIONS AND THE ELEVATIONS SHOWN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF LINDHOUT ASSOCIATES ARCHITECTS PC.

LINDHOUT ASSOCIATES ARCHITECTS PC

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**FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

PROPOSED BUILDING AREA  
FIRST FLOOR AREA = 18,176 SQ. FT.  
SECOND FLOOR AREA = 18,176 SQ. FT.  
THIRD FLOOR AREA = 18,176 SQ. FT.  
TOTAL = 54,528 SQ. FT.



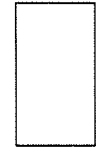
**STREETFRONT RENDERING**

APARTMENT FLOOR PLAN AND ELEVATION STUDY

SCALE: 1/8" = 1'-0"



**Lindhout Associates  
architects aia pc**  
1015 STEVEN AVE.  
WILMINGTON, DE 19801  
(302) 777-5555  
www.lindhout.com



DESIGNED BY  
DRAWN BY  
CHECKED BY  
DATE

PROJECT NAME  
PROJECT LOCATION  
PROJECT NUMBER

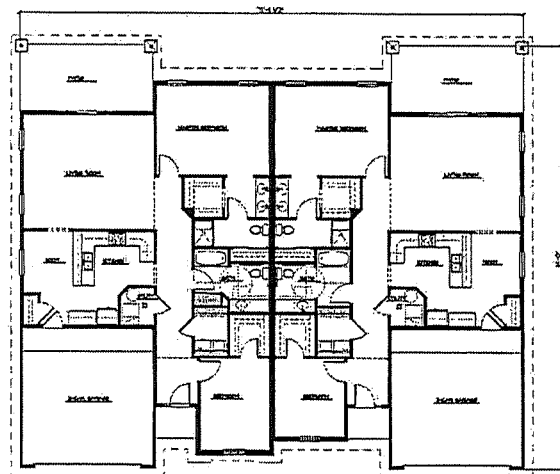
NEW DEVELOPMENT FOR  
**A.R. BROWER - NORTH VILLAGE**  
1000 ST. NORTHFIELD TOWNSHIP, DE  
APARTMENT STUDY

**A1.1**  
SHEET

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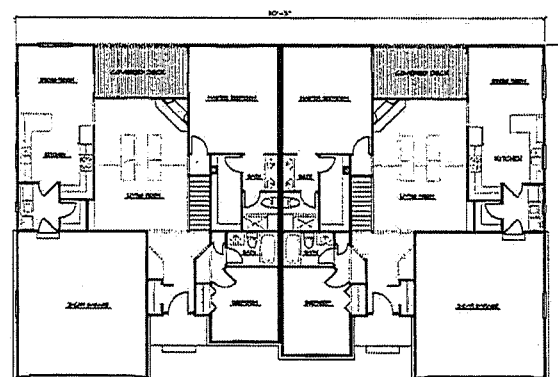
LINDHOUT ASSOCIATES, INC. 4015-4510

THE LOCATION, PLANNING, DESIGN, AND CONSTRUCTION OF THIS PROJECT IS THE SOLE RESPONSIBILITY OF LINDHOUT ASSOCIATES, INC. AND ITS SUBSIDIARIES. LINDHOUT ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.



1. DUPLEX PLAN - SLAB ON GRADE OPTION  
SCALE: 1/8" = 1'-0"

PROPOSED BUILDING AREA  
FLOOR AREA = 4,016 sq.ft.  
GARAGE = 1,000 sq.ft.  
TOTAL = 5,016 sq.ft.



2. DUPLEX PLAN - BASEMENT OPTION  
SCALE: 1/8" = 1'-0"

PROPOSED BUILDING AREA  
FLOOR AREA = 4,016 sq.ft.  
GARAGE = 1,000 sq.ft.  
TOTAL = 5,016 sq.ft.



3. SAMPLE DUPLEX IMAGE - SLAB ON GRADE OPTION  
NOT TO SCALE



4. SAMPLE DUPLEX IMAGE - BASEMENT OPTION  
NOT TO SCALE

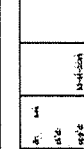
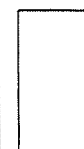
DUPLEX FLOOR PLAN AND ELEVATION STUDY

SCALE: 1/8" = 1'-0"

LINE LEGEND

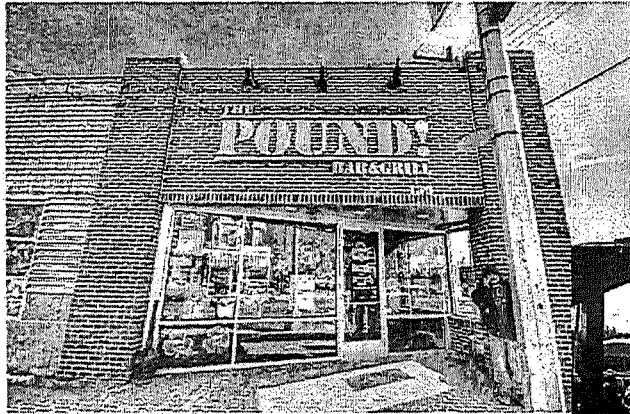


Lindhout Associates  
architects aia pc  
10455 Station Ave., Dayton, OH 45424-4510  
www.lindhout.com (612) 277-1188 Fax (612) 277-1189

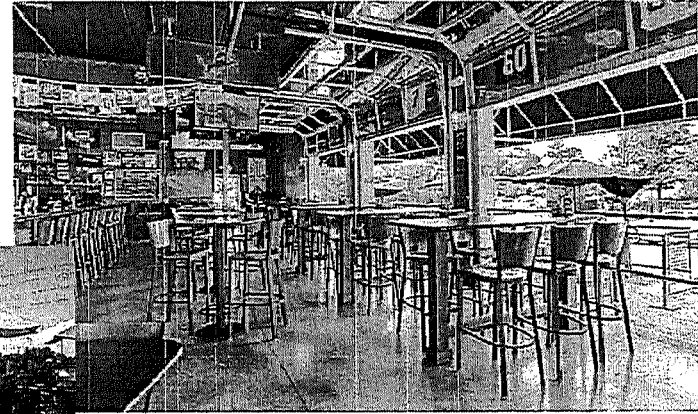


NEW DEVELOPMENT 1/4"  
A.R. BROOKER - NORTH VILLAGE  
1045 ST. NORTHBELD TOPEKA, KS  
DUPLEX STUDY

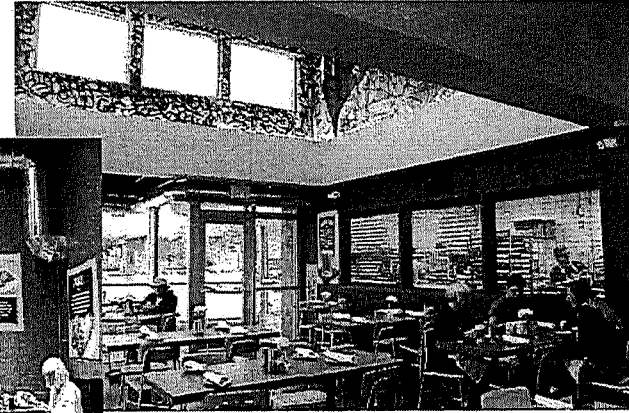
A2.1  
19093



THE POUND BAR & GRILL  
DREXEL, PA



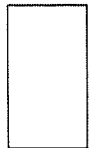
CRUST - BAKERY & RESTAURANT  
PORTLAND, ME



MIXED USE EXAMPLES



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Thomas H. Heston  
Principal

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Arlington, VA 22204  
(703) 277-5668  
fax (703) 277-5668

THE DEVELOPMENT FOR  
A.R. BROWNE - NORTH VILLAGE  
1000 E. NORTHFIELD TOWNSHIP, IN  
MIXED USE STUDY

A3.1  
1909B

## AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT is entered into by and between Northfield Township, Michigan, a Michigan municipal corporation, whose address is 8350 Main Street, Whitmore Lake, MI 48189 (the "Seller") and Steven P. Brouwer, collectively on behalf of an entity to be formed (together the "Purchaser").

### BACKGROUND

Seller is currently the owner of a real n-improved P-property ("Property" or "Land") located in Sections 5 and 6 in Northfield Township, Washtenaw County, Michigan, as more particularly described as Parcels 1, 2, 3, 4, 5, 6, and 7 on the ALT/NSPS Land Title Survey prepared on August 2, 2016 by Atwell (Job 16000570), a copy of which is attached hereto as Exhibit "A" (the "Parent Property"). Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Parent Property, except for up to five (5) acres of the Parent Property to be retained by Seller, which excluded portions are to be mutually agreed upon by Seller and Purchaser (the "Excepted Property"). The portion of the Parent Property less the Excepted Property is referred to herein as the "Property" or "Land". the as more particularly described on Exhibit "A" attached hereto and made a part hereof, as well as a Legal Description of the Property to be attached by Seller as Exhibit "B". The parties to this Agreement have agreed to the sale and purchase of the pProperty on the terms and conditions which are set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

#### 1. Purchase and Sale of the Property

Subject to all of the terms and conditions of this Agreement, Tthe Seller agrees to sell to the Purchaser, and the pPurchaser agrees to purchase from the Seller, the Property. As used herein, the "Property" shall be deemed to include, but shall not be limited to, the Land, together with all tenements, hereditaments and appurtenances thereto, and all improvements thereon, and any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining the Land to the centerline thereof; all easements appurtenant to the Land; air, mineral and riparian rights and privileges; any pending or future award made in condemnation of the Land or to be made in lieu thereof, and any unpaid award for damage to the Land by reason of change of grade of streets; strips and rights-of-way abutting, adjacent, contiguous, benefiting or adjoining the Land; and all licenses, permits, franchises and similar documents, if any, issued by any state, federal, or local municipal authorities, relating to the use, maintenance or operation of the Land or any portion thereof.

#### 2. Purchase Price

The "Purchase Price" to be paid by the Purchaser to the Seller for the Property shall be: One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00).

#### 3. Deposit

- (a) Prior to the date hereof, Purchaser has delivered to Seller an earnest money deposit in the sum of Twenty Five Thousand (\$25,000.00), (the "Deposit"), which shall be delivered by Seller to Select Title, Inc. (the

"Title Company"), as escrow agent, contemporaneously with the execution hereof. The Deposit is to be held in escrow by the Title Company until completion of the transaction described herein or as otherwise set forth herein.

- (b) In the event that the transaction contemplated hereby is consummated in accordance with the terms and conditions hereof, the Title Company shall deliver the Deposit at closing for application against the Purchase Price, as said term is hereinafter defined, due on Closing. In the event that the transaction contemplated hereby is not so consummated, the Title Company shall refund or pay over the Deposit as set forth herein. In the event that Agreement is not accepted by the Seller within 60 days of its submittal, the Seller shall immediately (within five (5) days) refund and deliver the Deposit to the Purchaser.
- (c) The Parties acknowledge and agree that Title Company is acting solely for their accommodation, and hereby release and hold Title Company harmless from liability for any acts performed in good faith in connection with the escrow established hereunder. In the event of any dispute as to disposition of the escrow established hereunder, Title Company is authorized to refuse to disburse until the Parties agree in writing as to such disposition and jointly advise Escrow Agent of the same or until a court of competent jurisdiction arrives at a final adjudication regarding disposition of such escrow.

#### 4. Payment of Purchase Price

At "Closing" (as hereinafter defined), the Purchase Price shall be paid to Seller in cash, certified check, wire transfer or other immediately available funds, plus or minus the closing adjustments and proration's as set forth hereinafter based upon the surveyed acreage.

#### 5. Title and Survey.

- (a) Seller shall cause an ALTA survey for the Property to be prepared by a surveyor licensed under the laws of the State of Michigan (the "Survey") and delivered to Purchaser no later than thirty (30) days after the later of (a) the Effective Date and (b) the date that Seller and Purchaser agree on the Excepted Property.
- (b) Seller, at its sole expense, shall provide Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Policy of Title Insurance, issued by the Title Company, as agent for a nationally recognized title insurance company reasonably acceptable to the Purchaser, dated after the date of this Agreement, without standard exceptions, in the amount of the Purchase Price for the Property. If the Title Company does not accept Seller's most recent survey to issue said title insurance policy, then Purchaser, at Purchaser's expense, shall obtain the necessary survey in accordance with section 11. Seller shall furnish Purchaser with the aforesaid Title Commitment and legible copies of all items described on Schedule B thereof as soon as possible, but in no event later than fourteen (14) days after the Effective Date. If the Seller fails to timely deliver the Title Commitment and copies of the related Schedule B documents, the investigation Period shall be extended one day for each day such items are late. The Purchaser shall have until the end of the initial investigation Period (as defined in Section 6 hereof), in which to examine the condition of title for the Property and the any Survey obtained pursuant to Section 9 below and to notify the Seller of any unacceptable exceptions to title or matters of survey ("Title

Defects"). Within the Initial Investigation Period, if the Purchaser fails to provide the Seller with written notice of specific Title Defects which make title to the Property other than as acceptable to the Purchaser, in its sole and absolute discretion, then, for all purposes of the Agreement, the Purchaser shall be deemed to have accepted title in the condition described in the Title Commitment and on the Purchaser's Survey. If the Purchaser timely notifies the Seller of any Title Defects, then the Seller agrees to use reasonable diligence to correct Such Title Defects, for which purpose the Seller shall have a reasonable time, but in no event more than thirty (30) days from the receipt of the Purchaser's written objections. After reasonable diligence on the part of the Seller, if title is not rendered as required by this paragraph, then at the end of the thirty (30) day period, any Deposit made by the Purchaser, at the election of the Purchaser, shall be returned to Purchaser and all parties shall be released from any and all obligations hereunder, or the Purchaser may extend the curative period for a period of up to three (3) months, or some mutually agreed upon time period from the Purchaser's notification to Seller of a title defect, during which extended time the Seller shall continue to use reasonable efforts to correct the Title Defects. At any time the Purchaser may elect, by written notice to the Seller, to waive any uncured Title Defects regarding title to the Property without any abatement in price. Seller agrees to extend the Investigation Period by an amount of time equal to the aforementioned title and survey review and Seller's cure periods. At Closing, Seller shall cause to be provided to the Purchaser, at Seller's expense, a policy of title insurance issued pursuant to the Title Commitment, insuring Purchaser's interest in the Property, subject only to the Permitted Exceptions, without the so called "standard exceptions" and including such endorsements as Purchaser shall reasonably request. The Property shall be sold by the Seller to the Purchaser subject only to those liens, encumbrances, easements and other matters set forth on Schedule B of the Title Commitment and on the Purchaser's Survey which the Purchaser does not designate as a Title Defect (the "Permitted Exceptions"). Seller shall convey to the Purchaser good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions.

#### 6. Investigation Period

- (a) The Purchaser shall have an initial period of two one-hundred seventy-eighty (18270) days from the Effective Date (the "Investigation Period") in which to determine that the Property can be improved pursuant to a plan satisfactory to the Purchaser in its sole discretion for Purchaser's intended use. As used herein, the term "Investigation Period" shall also include all extensions thereto, if any, as provided herein and any "Extension Periods" exercised pursuant to this Section 6. Among other things, the Purchaser may verify that adequate utilities and road access sources are available to the Property, and that soil conditions, including environmental testing and wetland testing are acceptable to the Purchaser, that the Required Approvals (as defined below) have or will be obtained, that financing of the proposed residential apartment portion of the Property from the Michigan State Housing Development Authority ("MSHDA") has or will be obtained, and that the PILOT agreement (as discussed in Section 6(d)) below has been agreed upon by Seller and Purchaser. During the Investigation Period, the Purchaser and its agents shall be provided with full access to the Property and shall be permitted to clear the Property as necessary for survey purposes and to perform soil borings or other wetlands, flood plain, geotechnical, hydrological and/or environmental testing as determined necessary or appropriate by Purchaser; provided, however, that Purchaser shall use commercially reasonable efforts to minimize the disturbance of the Property. The Purchaser assumes all liability for the acts of any of its agents who enter the Property and does hereby indemnify and hold the Seller harmless from any loss, cost or expense incurred by the Seller as a result of personal injury to anyone,

Commented [JG1]: See comment in Section (c) below.



as well as physical damage to the Property during such inspections. Should Purchaser discover any impediments to Purchaser's intended development of the Property, including but not limited to environmental contamination, geotechnical issues, or other similar findings preventing construction or the use of portions of the Property, the Investigation Period will be extended ~~delayed~~ on a day for day basis until a suitable remediation plan, and/or remedies required for governmental approvals for the Property can be satisfied.

- (b) During the investigation Period the Purchaser may submit for any and all governmental and other approvals it deems necessary to develop the Property for Purchaser's the intended uUse (collectively the "Required Approvals"), including, but not limited to approval of lot splits so that the Property is a separate parcel from the Parent Property, PUD approval and, those pertaining to: rezoning, site plan approval, variances, plats, condominium plans, master deeds and/or bylaws, easements, rights of way and agreements relating to establishment of special or general assessments for utilities, infrastructure, roads and access and any other governmental or quasi-governmental approvals and permits. If Seller unreasonably delays or conditions the Required Approvals, then the Investigation Period will be extended for each day that Seller has so delayed or conditioned the Required Approvals.

- (c) In the event that, during the Initial Investigation Period described above, Purchaser is satisfied with the results of its inspections and other activities respecting the Property and obtains all Required Approvals, Purchaser may so notify Seller, in writing, which notice (the "Notice to Proceed") shall be given on or before expiration of the investigation Period. In the event the Purchaser fails to timely give such Notice to Proceed for any reason or no reason and does not elect to extend the Investigation Period pursuant to Section 6(d) below, this Agreement shall terminate and become null and void, and Purchaser shall thereupon receive a refund of the Deposit and any other amounts deposited with the Title Company, together with all interest earned thereon, and be relieved of any and all liability hereunder. In the event that such Notice to Proceed is given, the Parties shall proceed to Closing in accordance with the terms hereof, subject to the contingencies described herein.

Commented [JG2]: There is no provision for extension as provided. This either needs to be deleted or a provision for extension added.

- (d) The residential apartment portion that Purchaser intends to develop on the Property will be required to be financed with debt and equity through the MSHDA. As part of this financing, such apartment portion of the project will need to be provided a payment in lieu of taxes ("PILOT") that provides for an annual PILOT payment in the amount of five percent (5%) of the sheltered rents collected for the residential apartment portion of the Property for so long as such residential apartments qualify for such treatment under state law. Seller and Purchaser shall negotiate a PILOT agreement for the residential apartment portion of the project during the Investigation Period.

- (e) Any public improvements to be constructed on the Excepted Property shall be performed by A.R. Brouwer Company as the general contractor or construction manager of the public improvements, and with A.R. Brouwer Company preparing drawings, submitting cost budgets, and constructing the approved public improvements, and such other items agreed to by Seller and A.R. Brouwer Company. A.R. Brouwer Company will be entitled to compensation from Seller for its contracting or construction management services provided under this section based on market rates and terms. This provision is contingent upon Seller and Purchaser closing on the sale of the Property. Seller and A.R. Brouwer Company shall negotiate the terms of such agreement during the Inspection Period, with such agreement to be signed at Closing.

**7. Closing: Closing Documents.**

If Purchaser delivers a Notice to Proceed to Seller as set forth in Section 6 above, the purchase and sale contemplated by this Agreement shall be consummated (the "Closing") within thirty (30) days of Purchaser's delivery of such Notice to Proceed based on receipt of all Required Approvals, subject to the provisions of Section 5 above, unless further extended by mutual consent of the Purchaser and the Seller. At the time and place of Closing, all of the closing items described in this Sections 8 and 9 below<sup>7</sup>, including all closing proceeds, shall be tendered to the Title Company. The Title Company shall be authorized to consummate the Closing of the transaction contemplated hereunder at such time as the applicable documents have been delivered to the appropriate parties and it is prepared to issue an owner's policy of title insurance in accordance with the provisions of Section 5 hereof.

**8. Seller's Closing Obligations**

At the Closing, Seller shall execute and deliver to Purchaser the following:

(a) A Warranty Deed, subject only to the Permitted Exceptions, conveying marketable title to the Property to Purchaser;

(b) A Closing statement;

(c) The PILOT agreement for the residential apartment portion of the Property that has been agreed upon by Seller and Purchaser.

(d) The agreement with A.R. Brouwer regarding construction of public improvements on the Excepted Property as set forth in Section 6(e) above.

(e) Seller shall deliver to Purchaser all licenses and permits relating to the Property, or such other comparable certificates or documents issue by the appropriate governmental authority, with respect to the Property or any part thereof, which Seller has in its possession, as well as any other documentation as may be required by any statute, law, ordinance or regulation to allow the consummation of this sale.

(f) Seller shall provide and assign to Purchaser all agreements, if any, which Purchaser deems reasonably necessary for access and utilities to service the Property.

(g) Seller shall furnish Purchaser with an affidavit stating that neither Seller nor any of its principals or partners is a "Foreign Person" within the meaning of IRC Section 1445(f)(3), in which event the adjustment referred to in subparagraph (d) of Section 7(9)(iv) below shall not be required.

(h) Seller and Purchaser shall execute and deliver to each other a closing statement showing the amounts by which the cash portion of the Purchase Price shall be adjusted as of the Closing. The following items shall be apportioned between the Seller and the Purchaser on the basis that Purchaser owns the Property on the date of Closing:

(i) Purchaser shall receive credit for the premium payable to the Title Company for the issuance of the title insurance policy required hereunder in the event Seller shall not have provided written assurance from the Title Company to Purchaser that the Title Policy (as defined below) will be issued without cost to Purchaser.

(ii) All real estate and personal property taxes and assessments which are due or

are a lien against the Property as of the Closing shall be paid in full by Seller and all current real estate taxes and personal property taxes, shall be prorated as if such taxes were paid in advance, based upon the due dates of the respective governmental taxing authorities.

(iii) The Deposit held by the Escrow Agent, along with any other deposits or other sums paid to Seller by or on behalf of Purchaser shall be credited against the cash portion of the Purchase Price due at the Closing.

(iv) If Seller is a "Foreign Person" within the meaning of IRC Section 1445(f)(3), Purchaser shall withhold the appropriate taxes required under IRC Section 1445.

(v) Seller shall pay any and all state, county and other transfer taxes or documentary stamp taxes payable upon delivery or recording of the Warranty Deed referred to in Section 8(a)7 above.

(g) If Seller is an entity shall furnish Purchaser with copies of appropriate documents demonstrating that the Seller is a lawful entity in good standing under the laws of the State of Michigan and such other documents as shall reasonably satisfy Purchaser that Seller and the persons executing the documents have the authority to enter into this Agreement, consummate the sale contemplated hereby and execute and perform the obligations under all documents contemplated hereby.

(jh) Seller shall furnish Purchaser with a revised title insurance commitment (including a current tax lien search) which has the effect of updating through to and including the date of Closing the Title Commitment Identified in Section 5 hereof, and shall cause the Title Company to hand mark the Title Commitment as an effective title policy (the "Title Policy"), together with such endorsements as Purchaser shall require. Purchaser, in its discretion, shall have the right to require the Title Company to issue extended coverage and any other endorsements (collectively, the "Extended Coverage and Additional Endorsements") and Seller shall pay the additional premium costs or other charges. Seller shall deliver such affidavits, good standing certificates and other requirements reasonably required by the Title Company to issue the Title Policy, including, if desired by Purchaser, the Extended Coverage and Additional Endorsements.

(ki) The Parties shall execute and deliver any and all other documentation reasonably required by Purchaser, the Seller, their attorneys, and/or the Title Company, to consummate the transaction described herein and to cause the Title insurance policy described in Section 5 hereof to be issued and delivered to the Purchaser; provided that such documentation does not have the effect of amending this Agreement or modifying the Parties' obligations hereunder.

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#### **9. Purchaser's Closing Obligations.**

At the Closing, Purchaser shall execute and deliver to Seller the following:

- a. The Purchase Price;
- b. A Closing statement;
- c. The PILOT agreement referred to in Section 8(c) above.
- e.d. Any other documents reasonably requested by Seller to carry out the intentions of this Agreement.

#### **10. Possession**

The Purchaser shall be granted sole and exclusive possession and occupancy of the

Property as of the Closing,

**11. Seller's Warranties**

Seller hereby represents, warrants and covenants to Purchaser, as follows:

(a) There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and the Seller has received no notice of the desire of any public authority or other entity to take or use the Property or any part thereof.

(b) Seller (i) has complete and full authority to execute this Agreement and will have at Closing complete and full authority to convey to Purchaser title to the Property as required under this Agreement, free and clear of all liens, encumbrances or other exceptions to title other than the Permitted Exceptions, (ii) will execute and deliver any documents, instruments, and agreements, including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein.

(c) To the best of Seller's knowledge, all assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of and has no knowledge pertaining to any possible future improvements that might create an assessment against any part of the Property.

(d) That as of the Effective Date hereof the Property is free and clear of all mortgages, liens, encroachments, encumbrances, tenancies, occupancies, restrictions and servitudes. Seller will not sell, encumber, convey, or assign, pledge or lease, or contract to sell, encumber, convey, assign, pledge, or lease, all or any part of the Property, or restrict the use of all or any part of the Property, or take or cause to be taken any action in conflict with the Agreement at any time between the Effective Date and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Seller additionally hereby represents and warrants that no rights-of-first refusal, leases, licenses or similar agreements in connection with the Property which would in any way interfere with Purchaser's ability to purchase the Property as provided herein or which are in any way in contravention of the spirit and intent of this Agreement are in effect.

(e) To the best of Seller's knowledge: (i) there are no existing obligations in connection with the Property or any portion thereof, which will bind or affect Purchaser or the Property, or any portion thereof, from and after the Closing, except for any customary and generally applied "tap" fees or "hook up" fees required in connection with the bringing of utilities to the Property, (ii) there is no agreement or undertaking or bond with any governmental agency respecting construction of any off-site roadway or intersection improvement, including, without limitation, any acceleration or deceleration lane, access or street lighting or traffic signalization, (iii) there are no donations or payments, to or for schools, parks, fire departments or any other public entity or facilities, that are required to be made by any owner of the Property, or any portion thereof, and (iv) there are no "impact" fees or similar fees or charges for which Purchaser shall be liable or which may become a lien against the Property, or any portion thereof.

(f) In the event any claim is made by any party for the payment of any amount due for the furnishing of labor and/or materials to the Property, other than those claims arising from the acts of Purchaser's employees, contractors, or agents, prior to Closing, or in the event any lien is filed against the Property subsequent to Closing as a result of the furnishing of such materials and/or labor prior to Closing (in each case except to the extent hired by Purchaser), Seller shall immediately pay said claim and discharge said lien; provided, however, in the event Seller desires to challenge or contest any such claim, Seller must first bond over or place into escrow the amount necessary to pay such claim.

(g) The Property is insured under a currently effective policy of comprehensive liability insurance which will be kept in full force and effect until the Closing. However, Purchaser shall first rely upon its own insurance policy to cover any insurable risks and to make claims with respect to acts and omissions concerning the Property.

#### **12. Real Estate Commissions .**

Seller shall indemnify and hold the Purchaser harmless against any and all liability, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation and appeals) Purchaser shall ever suffer or incur because of any claim by any brokers or agent claiming to have dealt with the Seller, for any commission or other compensation with respect to this Agreement other than the purchase and sale of the Property by Seller to Purchaser in accordance with this Agreement.

The Purchaser hereby warrants to the Seller that Purchaser has not engaged any broker or agent with respect to the purchase and sale of the Property as contemplated by this Agreement. The Purchaser shall indemnify and hold the Seller harmless against any and all liability, loss cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation, including appeals) Seller shall ever suffer or incur because of any claim by any broker claiming to have contracted with the Purchaser for any commission or other compensation with respect to the purchase and sale of the Property by the Seller to the Purchaser in accordance with this Agreement.

#### **13. Condemnation**

In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise, then the Seller shall notify the Purchaser promptly and the Purchaser shall have the option, in its sole and absolute discretion, of either (a) terminating this Agreement and obtaining a full refund of the Deposit and any other sums previously paid to the Seller; or (b) proceeding in accordance with the terms of this Agreement, but if and when there is a Closing, the Seller shall assign to the Purchaser all of its right, title and interest in and to any net awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Such election must be made by the Purchaser within thirty (30) days of the notice furnished by Seller. If Purchaser fails to make an election in writing, he shall be deemed to have elected alternative (b).

#### **14. Default**

If this transaction has not been terminated by Purchaser and does not close solely due to a refusal or default on the part of the Purchaser, then any Deposit placed and remaining with Escrow Agent under this Agreement (as reduced by the amount of any previous payments from the Title Company or Purchaser to Seller, as provided under Sections 3 or 6, shall be immediately delivered by the Escrow Agent to the Seller, as Seller's sole remedy and as liquidated damages.

In the event of a default by Seller hereunder prior to or on the Closing, then in either event, Purchaser may, at its option: (a) receive a refund of the Deposit and any other sums paid by or on behalf of Purchaser to Seller (whether or not deemed non-refundable under this Agreement), together with all interest earned thereon, and/or (b) specifically enforce the terms and conditions of this Agreement as its sole remedies.

Notwithstanding the foregoing, neither party shall be in default hereunder unless (i) the party claiming such default has first provided the party claimed to be in default hereunder a written notice (which notice shall comply with the requirements of Section 16(e) below) detailing the nature of the default and (ii) such party fails to cure the alleged default within fifteen (15) days of the effective date of such notice

**15. Casualty Losses**

In the event of any casualty to the Property or any portion thereof prior to Closing, Seller shall promptly notify Purchaser in writing. Purchaser may elect to terminate this Agreement, or continue this Agreement, which election shall be made in writing within thirty (30) days of Purchaser's receipt of such notice. If Purchaser terminates this Agreement, the Deposit and any other sums previously paid to Seller shall be refunded to Purchaser and neither party shall have any other or further liability hereunder. If Purchaser proceeds with this Agreement and ultimately elects to consummate its purchase of the Property, Seller shall deliver the proceeds (or assign the right to any unrealized proceeds) of insurance paid or payable on such casualty at Closing.

**16. Miscellaneous**

(a) This Agreement and Exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction and there are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing signed by all parties.

(b) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement

(c) No party other than Seller and Purchaser and their successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller or Purchaser, their heirs, personal representatives, successors or assigns, and not for the benefit of any other party.

(d) Any notice, request, demand, instruction or other communication to be given or served hereunder or under any document or instrument executed pursuant hereto, shall be in writing and shall be delivered personally or sent by recognized overnight courier service or by United States certified mail return receipt requested, postage prepaid or by telecopier (with confirmation of receipt) and addressed to the parties at their respective addresses set forth below, and the same shall be deemed effective upon receipt if delivered personally, or one (1) business day following delivery to such courier service or two (2) business days after deposit in the mail if mailed, or upon confirmed receipt if delivered by email. The party may change its address for receipt of notices by service by a notice of such change in accordance herewith. Notices shall be deemed properly addressed if sent to the following addresses:

If to Purchaser: Steven P. Brouwer  
2380 Baker Road, Suite 100

Dexter, MI 48130

with a copy to:

Joy M. Glovick  
Conlin, McKenney & Philbrick, P.C.  
350 South Main Street, Suite 400  
Ann Arbor, MI 48104-2131

**If to Seller:** Northfield Township  
Attn: Mr. Steve Aynes  
Township Manager  
8350 Main Street  
Whitmore Lake, MI 48189

(e) This Agreement shall be governed by the procedural and substantive laws of the State of Michigan, without regard to conflicts of law principles. Any action to enforce the terms hereof or arising with respect to the Property shall be brought, if at all, in the Circuit Court for the county in which the Property is located.

(f) At all times from and after the date hereof to the Closing, Seller shall:

(i) Make available to Purchaser, its counsel and/or consultants, for examination, all instruments, documents and other writings with respect to the Property that Purchaser shall reasonably request; and

(ii) Afford Purchaser and its representatives full and free access to the Property, including, but not limited to, the right to conduct tests and to inspect the Property, provided, that Purchaser shall indemnify and hold Seller harmless from and against any damage or loss which Seller may suffer as a result thereof.

(g) Wherever the words "includes" or "including" are used in this Agreement, such words shall not be construed to restrict or limit any of the language, terms or definitions used in association therewith.

(h) Any reference in this Agreement to any entity shall include and shall be deemed to be a reference to any person or entity that is a successor to such entity.

(i) Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day upon which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. Eastern Standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days (unless otherwise specified); provided that if the final day of such period falls on a Saturday, Sunday or legal holiday where such thing is to be done, such period shall extend to the first business day thereafter.

(j) Whenever in this Agreement provision is made for the doing of any act by any person it is understood and agreed that such act shall be done by such person at its own cost and expense unless a contrary intent is expressed.

(k) Both Parties to this Agreement have participated fully and equally in the negotiation and preparation hereof. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

(l) Purchaser has executed this Agreement subject to its absolute and unconditional right

to assign all of its right, title and interest in this Agreement to an existing entity, an entity to be formed or an individual. Upon assignment, assignor shall be released from all liability under this Agreement and with respect to the Property, without further action by the Parties. Seller agrees to consummate this transaction with any such assignee.

(m) From time to time during the term of this Agreement and within seven (7) days of Purchaser's written request, Seller shall deliver a written acknowledgment, addressed to Purchaser, its lender and/or such other parties as Purchaser may request, certifying that: (n) this Agreement is in full force and effect; (ii) the expiration date of the current Investigation Period and Extension Periods remaining; (iii) that there is no default by Purchaser hereunder (or, if Seller claims a default, a detailed explanation of the claimed default); (iv) the amount of the Purchase Price and any Deposits paid hereunder, and (v) such other information as Purchaser may reasonably request.

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(o) TIME IS OF THE ESSENCE OF ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

(p) The Property to be sold will be free of delinquent taxes and Special Assessments.

(q) Except as provided herein, the Property to be sold will be sold on an as-is basis, with no representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past present or future with respect to any or all aspects of the property including, but not limited to, environmental condition, habitability, merchantability, or fitness for any particular purpose.

(r) Property is subject to construction, operation and reciprocal easement agreements and consent judgments.

(s) This Agreement has been executed by the Purchaser on the \_\_\_\_ day \_\_\_\_, 2019. The submission of this Agreement constitutes an offer by the Purchaser to the Seller. If this Agreement is not accepted, executed and delivered by the Seller to the Purchaser, without modification, on or before the \_\_\_\_, 2019, such acceptance, execution and delivery to be evidenced by the Purchaser's execution of the Acknowledgment hereinafter set forth, this Agreement shall be deemed revoked by the Purchaser and this Agreement shall not be of any force or effect. The date of the Purchaser's execution of the Acknowledgment shall for purposes of this Agreement be the "Effective Date".

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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Purchaser:

Steven P. Brouwer  
on behalf of an existing entity or an entity to be formed.

By: \_\_\_\_\_

Its: \_\_\_\_\_



Dated: \_\_\_\_\_

**Seller:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

(Acknowledgment follows on next page)

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**ACKNOWLEDGMENT:** The undersigned Purchaser hereby acknowledges receipt of Seller's signed acceptance of this Agreement.

\_\_\_\_\_  
By: \_\_\_\_\_  
          Steven P. Brouwer  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

Title Company

By: \_\_\_\_\_

Escrow Number: \_\_\_\_\_

D

AS

Handwritten signature and notes in the right margin.

