

**AGREEMENT FOR CONDITIONAL  
TRANSFER  
OF PROPERTY BETWEEN LOCKPORT  
TOWNSHIP AND PARK TOWNSHIP  
PURSUANT TO 1984 P.A. 425**

**Recital of Facts**

Lockport and Park are “local units” as defined by Public Act 425 of 1984, as amended, (Act 425), (MCL *et seq.*). Act 425 enables two local units of government to conditionally transfer property by written agreement for the purpose of economic development projects.

Park and Lockport have proposed that certain property be conditionally transferred from Lockport to Park pursuant to Act 425 to promote economic development and secure certain public improvements and infrastructure necessary for the development of the properties (described in this Agreement as the “Transferred Area”), including sewer service to the properties included in the Transferred Area.

Pursuant to Act 425, Lockport and Park held a combined public hearing on November 20, 2023 regarding this Agreement, which was preceded by notice in accordance with the requirements of Michigan’s Open Meetings Act.

Park and Lockport find that the conditional transfer of the Transferred Area will assist economic development and benefit the residents of Park and Lockport by extending public sewer service into the Transferred Area. Conditional transfer of the Transferred Area will allow both communities to use tax sharing to allocate money out of the public fund to benefit the Transferred Area and those parcels adjacent thereto. Furthermore, it will promote future development of neighboring parcels and increase the overall density of the population in the Transferred Area and neighboring parcels, developing more customers for the system, and providing funding for future extension of the wastewater system. Lockport has recently amended its Zoning Ordinance to provide for reduced lot and parcel size requirements in its Single-Family Residential and Multiple-Family Residential Districts, which will enable greater residential development and accommodate Lockport’s future population growth. To accommodate such development, there will be a growing need for wastewater service in the area, which Park aims to provide with its proposed Wastewater Treatment Facility.

Additionally, an appropriate wastewater system operated by a public entity will benefit the public health, safety, and general welfare of both Lockport and Park by reducing the risk of environmental contamination and providing alternatives to septic wastewater service for the parcels in the Transferred Area and those adjacent thereto. Lockport has concluded that wastewater service provided by Park will provide a greater benefit to and promote the public safety of Lockport’s residents, given the compromised integrity of the City of Three River’s wastewater system, as evidenced by its sewer main failures in 2023. Further Lockport already has infrastructure in place to support providing water service to the Transferred Area so as to accommodate development. Finally, an appropriate wastewater system will encourage economic development in the Transferred Area and create a larger tax base by attracting businesses and corporate entities and increased residential development.

As consideration and further benefit to Park by agreeing to enter into this Agreement, Park will retain substantial revenue from the real, personal and income taxes generated from the Transferred Area and glean the benefits of joint cooperation and economies of scale derived from providing sewer services to Lockport. Park will glean from the Transferred Area an increased tax base that supports economic development and the revenue derived therefrom, thereby permitting a more effective and efficient wastewater system for everyone.

NOW THEREFORE, pursuant to Act 425, the Parties agree as follows:

**ARTICLE I  
DEFINITIONS AND REPRESENTATIONS**

**Section 1.1 Definitions.**

- A. “Agreement” means this Agreement for Conditional Transfer of Property.

- B. “Transferred Area” means the list of Lockport parcels described in **Exhibit A**, as depicted in **Exhibit B**.
- C. “Wastewater Sewage Service” means the treatment of wastewater and the storage, pumping, and disposal of treated wastewater.

**Section 1.2      Representations.** Park and Lockport represent that before entering into this Agreement the following factors were considered:

- A. The composition of the population; population density; land areas and land uses; assessed valuation; topography; natural boundaries and drainage basins; the availability of wastewater service in the area; and past and probable future growth, including population increase and business and commercial development in the area and the comparative data for Lockport and the portion of Lockport remaining after the transfer of the Transferred Area.
- B. The need for organized community services; the present costs and adequacy of governmental services in the Transferred Area; the practicality of supplying such services to the Transferred Area; the probable effect of the transfer and of the alternative courses of action on the costs and adequacy of services in the Transferred Area and on the remaining portion of Lockport; the probable change in taxes and tax rate in the Transferred Area in relation to the benefits expected to accrue from such transfer; and the financial ability of Lockport and Park to provide and maintain municipal wastewater Service, including supply and distribution, and other governmental services in the Transferred Area.
- C. The number and age of septic sewers in the Transferred Area, many of which are aged thirty years or older and the need for replacement.
- D. The potential for increased population growth arising out of a July 2023 amendment to Lockport’s Zoning Ordinance, which allows for reduced lot size in the Lockport Township Single-Family Residential District and Multi-Family Residential District.
- E. The potential for the provision of alternate services to Lockport for portions of the Transferred Area by way of a 425 Agreement or Franchise Agreement with the City of Three Rivers to install infrastructure for and provide wastewater sewer service in the Area and the integrity of the City of Three Rivers’ sewer system and infrastructure (including water infrastructure) and the City of Three Rivers’ ability to provide public services, such as fire and police protection.
- F. The ability of Lockport to provide public services, such as fire and police protection to the Transferred Area, now and in the future.
- G. General effect upon the Parties of the transfer and the relationship of the transfer to applicable land use plans.

## ARTICLE II AREA AND JURISDICTION TRANSFERRED

**Section 2.1      Conditional Transfer of Property.** The Transferred Area shall be conditionally transferred from the jurisdiction of Lockport to the jurisdiction of Park solely for the purposes specified in this Agreement.

**Section 2.2      Jurisdiction After Reversion, Termination, Expiration, Non-Renewal, or Non-Ownership.**

- A. *Reversion of Transferred Area.* Upon the termination, expiration, or non-renewal of this Agreement, the Transferred Area shall for all purposes be automatically and unconditionally reverted and returned to the sole jurisdiction of Lockport and shall thereafter be treated as within the corporate limits of Lockport.
- B. *Transfer upon Park Failure to Provide Wastewater Sewage Service.* If Park fails to construct or authorize construction, which shall not be unreasonably withheld, delayed, or not authorized, of the infrastructure

necessary to provide Wastewater Sewage Service to the Transferred Area within six years of execution of this Agreement or fails to otherwise provide such Wastewater Sewage Service to the Transferred Area, the Transferred Area shall automatically revert back to Lockport and shall thereafter be treated as within the corporate limits of Lockport.

- C. *Continuation of Utilities.* After termination of this Agreement and absent written agreement to the contrary between the parties, Park shall have the right and continued obligation to provide Wastewater Sewage Service to the Transferred Area as permitted under this Agreement at Park's customary rates and fees and subject to the same requirements and conditions for customers within the boundaries of Park for Wastewater Sewage Service.

### **Section 2.3      Jurisdiction—Governmental Services.**

- A. *Transferred Area Considered within Park.* Immediately upon this Agreement becoming effective, the Transferred Area shall be transferred to the jurisdiction of Park. Although the Transferred Area shall be treated as being within the corporate limits of Park, it shall remain subject to Lockport ordinances, rules, and regulations enacted now and during the Term of this Agreement or any Renewal Term (as defined hereinafter), provided such ordinances, rules and regulations do not conflict with this Agreement. Lockport shall be responsible for enforcing its applicable ordinances, rules, and regulations, except as set forth in this Agreement. Nothing in this Agreement shall be construed to limit the discretion of any police officer, fire official, or building code official with appropriate jurisdiction to enforce statutes of the State of Michigan.
- B. *Wastewater Sewage Service Distribution within the Transferred Area.* Wastewater Sewage Service for the Transferred Area shall be provided by Park, which includes but is not limited to construction of new sewer lines and support infrastructure to and in the Transferred Area. Lockport consents to the use of public roads, rights-of-way and easements throughout Lockport for purposes of Wastewater Sewer Service infrastructure from Park to the Transferred Area. Lockport agrees to support acquisition and/or permitting that may be needed to effectuate this provision. The Transferred Area shall be considered as being within the corporate limits and jurisdiction of Park for the purpose of constructing service lines and laterals for connection with Park's sewage wastewater treatment facility.
- C. *Township Governmental Services.* In the Transferred Area, the following services and duties shall be under the jurisdiction of and be provided by Lockport: fire, ambulance and police protection, including, but not limited to enforcement of the Michigan Fire Prevention Code, the Michigan Vehicle Code, and the Uniform Traffic Code; library services; zoning or planning, including but not limited to site plan review, re-zoning, zoning inspections, permits, and fees. Lockport shall retain all fees pertaining to the services provided for by Lockport. Lockport shall be responsible for providing any governmental service in the Transferred Area not delegated to Park by this Agreement.
- D. *Governmental Services not Provided by Park or Lockport.* Street and road maintenance and repair within the Transferred Area shall be provided by the St. Joseph County Road Commission. Storm water regulation and control and soil erosion and sedimentation control shall be as required by the St. Joseph County Drain Commissioner, consistent with properties within Lockport's jurisdiction. Administration and enforcement of the State Construction Code pursuant to the Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972, consisting of the Michigan Building Code, the Michigan Electrical Code, the Michigan Mechanical code, and the Michigan Plumbing code (collectively the Construction Code), shall be provided by St. Joseph County Building and Planning Department, its successor county agency or other agency approved by the State of Michigan to administer and enforce the Construction Code within Lockport's jurisdiction. The County or applicable enforcing agency shall charge, collect, and retain all fees pertaining to Construction Code inspections, reviews and approvals.
- E. *No Impact on Other Agreements.* Nothing in this Section shall be construed to terminate or modify the terms of any other governmental agreement to which Park or Lockport is a party.

### **Section 2.4      Jurisdiction—Special Assessments.** The Transferred Area shall be treated as being within the corporate limits and jurisdiction of Lockport for purposes of special assessments.

## **Section 2.5      Wastewater Sewage Service Provided.**

- A. *New Wastewater Sewage Services.* Park agrees to provide wastewater sewage service connections and extensions to properties in the Transferred Area from the wastewater treatment infrastructure being planned for construction in Park Township.
- B. *New Wastewater Sewage Services Outside of the Transferred Area.* Park agrees to provide wastewater sewage service connections and extensions to properties neighboring the Transferred Area from the to-be existing wastewater treatment infrastructure constructed pursuant to this Agreement. The landowner or developer of each neighboring property shall be individually responsible for the cost of service connections or extensions to their property. Park's failure to enter into a separate written agreement for extensions or service installations for neighboring properties outside of the Transferred Area upon request by Lockport, landowners or developers shall not constitute a breach of this Section so long as Park acts in good-faith. If Park denies a request for sewage treatment system connections or extensions, Lockport may request and Park must provide Lockport with the reason(s) for denial. Lockport shall have thirty (30) days to, at its discretion, request reconsideration or otherwise respond.
- C. *Rates.* All rates, tariffs, charges, and fees (collectively "rates"), not otherwise specified in this Agreement, for Wastewater Sewage Services shall be calculated, levied and collected by Park in accordance with the rates and ordinances applicable to property in the corporate limits of Park and as may be adjusted by Park pursuant to its rate-making authority. Lockport shall adopt all necessary ordinances, rules, and regulations so as to comply with ordinance, rules, and regulatory system set forth by Park to provide for Wastewater Sewage Service.
- D. *Connection Fees.* Connection fees and capital charges for Wastewater Sewage Service connections both within and outside the Transferred Area shall be at the rates normally charged by Park within Park and connection fees for such Services shall belong to Park and be at the rates normally charged by Park for customers within Park. Lockport shall adopt any and all ordinances, rules, and regulations to comply with Park's regulatory system.

## **Section 2.6      Wastewater Sewage Service Franchise and Construction.**

- A. *Franchise.* Lockport consents and grants the right, power and authority to Park, its successors and assigns to construct, set, string, lay, operate, repair, maintain and use sewage lines, consisting of pipes, valves, gauges, and other wastewater sewage appliances, on, along, over, under, through, and across Lockport rights of way for the purpose of providing Wastewater Sewage Service to the Transferred Area during the course of this Agreement. Provided however, that Lockport shall grant written approval under Section 2.6(C) prior to doing so.
- B. *Standard of Utility Construction.* All Park utility infrastructure to be erected under, at, or on street crossings, highway crossings or railroad crossings shall be in full compliance as to construction as required by the laws of the State of Michigan and subject to Park's policies, procedures, and rules and regulations.
- C. *Place of Utilities within Township.* Lockport agrees to work cooperatively with Park's placement of any wastewater utility infrastructure necessary for the purpose of providing Wastewater Sewage Service to the Transferred Area and neighboring properties, provided such placement shall be approved by Lockport prior to construction.
- D. *Costs.* By entering into this Agreement, Park and Lockport agree that between the Parties, Park shall be responsible for, any costs associated with the construction of infrastructure necessary for the purpose of providing Wastewater Sewage Service to the Transferred Area as provided in this Agreement, including but not limited to the construction of sewage lines to the Transferred Area. "Infrastructure," may include, but is not limited to sewage lines, pipes, valves, gauges, pump stations, facilities, or any other sewage system appliance.
- E. *Construction Deadline.* Subject to Force Majeure, as defined in Section 6.8 of this Agreement, Park shall

complete construction of infrastructure necessary for the purpose of providing Wastewater Sewage Service to the Transferred Area and provide such Wastewater Sewage Service to the Transferred Area within six (6) years of the Effective Date of this Agreement. Park and Lockport may extend this deadline through written mutual agreement, which shall not be unreasonably withheld.

**Section 2.7**      **Voting.** Any qualified electors residing in the Transferred Area shall for voting purposes be considered qualified electors of Lockport entitled to vote on all Lockport, state, and federal matters.

### **ARTICLE III TAXES AND OTHER REVENUE**

**Section 3.1**      **Taxing Jurisdiction.**

A. *Taxing of Transferred Area.* Except as otherwise provided:

- i. As of the Effective Date of this Agreement and for the remaining Term of this Agreement and any Renewal Term, for the purposes of real and personal property taxation (including without limitation the granting of any exemptions under 1998 PA 328 or 1974 PA 198), the Transferred Area shall be considered as being within the corporate limits and jurisdiction of Lockport.
- ii. The assessing of real and personal property within the Transferred Area will be by the Lockport Township Assessor. The Taxable Value of the Transferred Area real and personal property shall be determined by the Assessor in accordance with the tax laws and tax manuals of the State of Michigan, and property tax appeals shall be heard and decided by Lockport Board of Review.
- iii. Lockport shall collect all taxes on all real and personal property and income within the Transferred Area.

B. *Tax Abatements.* The Transferred Area may be designated by Lockport as an Industrial Development District pursuant to 1974 PA 198, as amended, or 1998 PA 328. The Transferred Area shall not be made part of any tax increment financing area, authority, or similar taxing jurisdiction during the Term or any Renewal Term of this Agreement. Except as otherwise provided in Section 3.2 for personal property, any tax abatements, incentives, or other similar city or statutory mechanisms that impact the collection of taxes for Lockport shall have no bearing on the amount of taxes due and owing to Park under Section 3.2.

C. *Special Assessments.* For the purposes of any special assessment assessed by Lockport pursuant this Agreement, Lockport retains taxing jurisdiction and shall assess, levy, collect, and defend its own special assessments.

**Section 3.2**      **Tax Payments to Park.**

A. *Lockport Tax Payments to Park.* As of the Effective Date of this Agreement for the Term of this Agreement and any Renewal Term, Lockport agrees to make annual real property tax sharing payments to Park equivalent to 1/2 (0.5) mill of Lockport's operating millage rate on real and personal property located within the Transferred Area ("Annual Tax Payment"). These tax sharing payments shall not go to Park's general fund and shall instead be placed into a fund designated for the purpose of financing sewer expansion into Park and Lockport.

B. *Tax Payment Due Date.* Lockport shall pay Park each Annual Tax Payment in two equal installments, which shall be paid as follows: the first installment will be paid no later than November 30 of the tax year and the second installment will be paid no later than May 31 the following year. If Lockport fails to pay Park within twenty-one (21) days of the aforesaid dates, Park shall provide Notice of Material Default pursuant to Section 4.2(D) of this Agreement. The Parties both acknowledge that timely payment is of the essence.

C. *No Change in Tax Payment.* The Real Property Tax Payment and Personal Property Tax Payment shall be paid to Lockport annually as provided herein irrespective of nonpayment of taxes, except no Personal Property Tax Payment shall be required in the year(s) personal property is otherwise lawfully exempt from

taxation.

**Section 3.3 Other Revenue.** The St. Joseph County Road Commission is entitled to apply for, receive, and retain all funds paid by the state of Michigan related to public roads and rights-of-way under its jurisdiction in the Transferred Area as if the Transferred Area was within the corporate limits and jurisdiction of Lockport. Any calculation or formula for receipt of such revenues shall assume the Transferred Area is within the corporate limits of Lockport for such purposes.

**Section 3.4 Gifts, Grants, Etc.** All gifts, grants, assistance funds, bequests, or other funds from any private or public source given with respect to the services within Lockport's jurisdiction over the Transferred Area, and activity performed upon or within the Transferred Area within Lockport's jurisdiction, shall belong to Lockport.

#### ARTICLE IV TERM AND TERMINATION

**Section 4.1 Term.** The term ("Term") of this Agreement shall be for fifteen (15) years commencing \_\_\_\_\_, 2023 following the filing with the Secretary of State in the Michigan Office of the Great Seal required by 1984 Public Act 425. Park and Lockport may renew this Agreement for a second term of fifteen (15) years (the "Renewal Term"). The Renewal Term may be mutually extended by Park and Lockport if necessary to pay for any indebtedness related to the Wastewater Sewage Service Infrastructure extension.

To be effective, the Renewal Term must be approved by the Parties in the manner provided in Section 2 of the Act; MCL 124.22. The Renewal Term shall be on the same terms and conditions as stated in this Agreement unless the Parties agree otherwise in writing in a document amending this Agreement in compliance with 1984 PA 425. The renewal term may be mutually extended by Park and Lockport if necessary to pay any indebtedness related to the Water Sewer Service Infrastructure

**Section 4.2 Termination.** This Agreement may be terminated:

- A. By the expiration of the Term or Renewal Term of this Agreement; or
- B. By mutual written agreement of the Parties; or
- C. By operation of law should a court of competent jurisdiction order the termination of this Agreement;
- D. By Park's failure to complete construction of infrastructure necessary for the purpose of providing Wastewater Sewage Service within six years of this Agreement; or
- E. By a written "Notice of Material Default" provided by one Party to the other specifying a default of a material condition of this Agreement by the defaulting Party and the failure to cure such material default by the defaulting Party within forty-five days of delivery of such Notice of Material Default, except as otherwise provided within the Agreement.

**Section 4.3 Prohibition of Annexation.** While the Agreement is in effect, Park is prohibited from annexing any portion of Lockport, including but not limited to the Transferred Area, and Park shall not sponsor or encourage annexation of any portion of Lockport. The Parties recognize that private individuals may have statutory rights to file for annexation. Park may, in accordance with the Freedom of Information Act, provide information to property owners or residents of the Transferred Area upon their request. Park shall have the right to participate in any legal proceedings regarding annexation brought on behalf of its property owners or residents, and to express its position upon any proposed annexation or transfer related to other areas within Lockport. This Agreement shall also not set any binding precedent, policy, or custom as to whether future developments within Lockport which seek wastewater sewage service from Park, consistent with Section 2.5(B) above, require execution of an agreement similar to this Agreement for conditional transfer of jurisdiction over the property proposed for development.

#### ARTICLE V

## ENFORCEMENT

### Section 5.1 Enforcement.

- A. In the event of a dispute between the Parties arising under this Agreement, this Agreement may be enforced by either Party in an action commenced in the St. Joseph County Circuit Court and under Michigan law.
- B. The Parties reserve the right to extend any date or deadline included in this Agreement upon mutual written agreement, except the termination date other than by a Renewal Term. This right of extension shall also be available to the Parties if the Agreement, or any part thereof, is enjoined or stayed by a court of competent jurisdiction.

## ARTICLE VI MISCELLANEOUS

**Section 6.1 Employees and Liabilities.** Park shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services Park shall provide under this Agreement. Lockport shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services Lockport shall provide under this Agreement. Park and Lockport shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and other performance of this Agreement and shall respond to and provide for such potential liabilities on the same basis as Park and Lockport do generally.

**Section 6.2 Notices.** Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by first class or certified mail addressed as follows:

If to Park:

Park Township  
ATTN: Township Supervisor  
53640 Parkville Road  
Three Rivers, MI 49093

AND

Park Township Attorney  
Bauckham, Sparks, Thall  
Seeber & Kaufman, PC  
470 W. Centre Ave  
Suite A  
Portage, MI 49024

If to Lockport:

Lockport Township  
ATTN: Township Supervisor  
58982 Holtom Road  
Three Rivers, MI 49093

AND

Lockport Township Attorney  
Fahey Schultz Burzych Rhodes PLC  
4151 Okemos Road  
Okemos, MI 48862

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively delivered on the day such notice, demand, or communication is personally delivered, or three (3) business days after such notice, demand, or communication is mailed by first class or certified mail. The Parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

**Section 6.3 Michigan Right to Farm Act.** The Transferred Area may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

**Section 6.4 Governing Law.** This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. The venue for any litigation arising from this Agreement shall be St. Joseph County, Michigan. The Parties agree that this Agreement was mutually drafted and cannot be construed against either Park or Lockport upon the basis that one was the scrivener of this Agreement.

**Section 6.5 Binding Effect.** This Agreement shall be binding upon the Parties hereto, their successors, and assigns.

**Section 6.6 Assignment.** No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of both Parties hereto.

**Section 6.7 Severability.** In the event any provision of this Agreement is held to be unenforceable or any portion of the Transferred Area is held to be invalidly transferred for any reason, the unenforceability or invalidity thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms, except, in the event this Agreement is held to be void in its entirety, the Transferred Area shall return to Lockport's complete jurisdiction, except for Park's jurisdiction over the Wastewater Sewer Service within the Transferred Area. If, because of the invalidity of any part of this Agreement, either Party determines that the purpose and intent of the Agreement has failed, the Parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.

**Section 6.8 Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, each Party shall be excused from performing any obligation hereunder, and any delay in the performance of any obligation hereunder shall be excused, while and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, epidemic, pandemic, war, riots, mob violence, or inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market as a result of acts of God, fire, earthquake, flood, explosion, actions of the elements, epidemic, pandemic, war, riots, mob violence, or condemnation, court orders, laws, regulations or orders of governmental or military authorities.

**Section 6.9 Articles and Other Headings.** The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

**Section 6.11 Entire Agreement.** This Agreement supersedes all previous and contemporaneous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

**Section 6.12 Allocation of Cost of Litigation.** In the event a lawsuit or action is filed by any citizen or governmental entity, other than Park and Lockport, challenging this Agreement, the costs of defending this Agreement, including attorneys' fees, shall be borne by both Parties. If, after conclusion of the lower court proceedings, one of the Parties desires to further proceed on appeal, and the other Party declines, the Party desiring to proceed shall bear all remaining costs and attorney fees. Settlement of any dispute filed concerning this Agreement shall be approved by both Park Board and Lockport Board. This allocation of cost of litigation shall not apply to a suit between Park and Lockport over this Agreement, the attorney fees for which shall be the responsibility of each Party unless otherwise ordered by a court a competent of jurisdiction.

**Section 6.13 Filing and Effective Date.** In accordance with Act 425, following the execution of this Agreement by Park and Lockport, a duplicate original of the Agreement shall be filed with the Clerk of St. Joseph County, Clerk of St. Joseph County, and with the Michigan Secretary of State. This Agreement, certified by the St. Joseph County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Transferred Area. This Agreement shall be effective \_\_\_\_\_, 2023 following the filing with the St. Joseph County Clerk and Secretary of State ("Effective Date").

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the date first written above by authority of the respective Lockport Township Board and Park Township Board.

Witnesses:

**Lockport Township**



\_\_\_\_\_

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_  
Mark Major, Supervisor

**Park Township**

By: \_\_\_\_\_  
Ed English, Supervisor

EXHIBIT A:  
Legal Description of Transferred Parcels

425 PROPERTIES

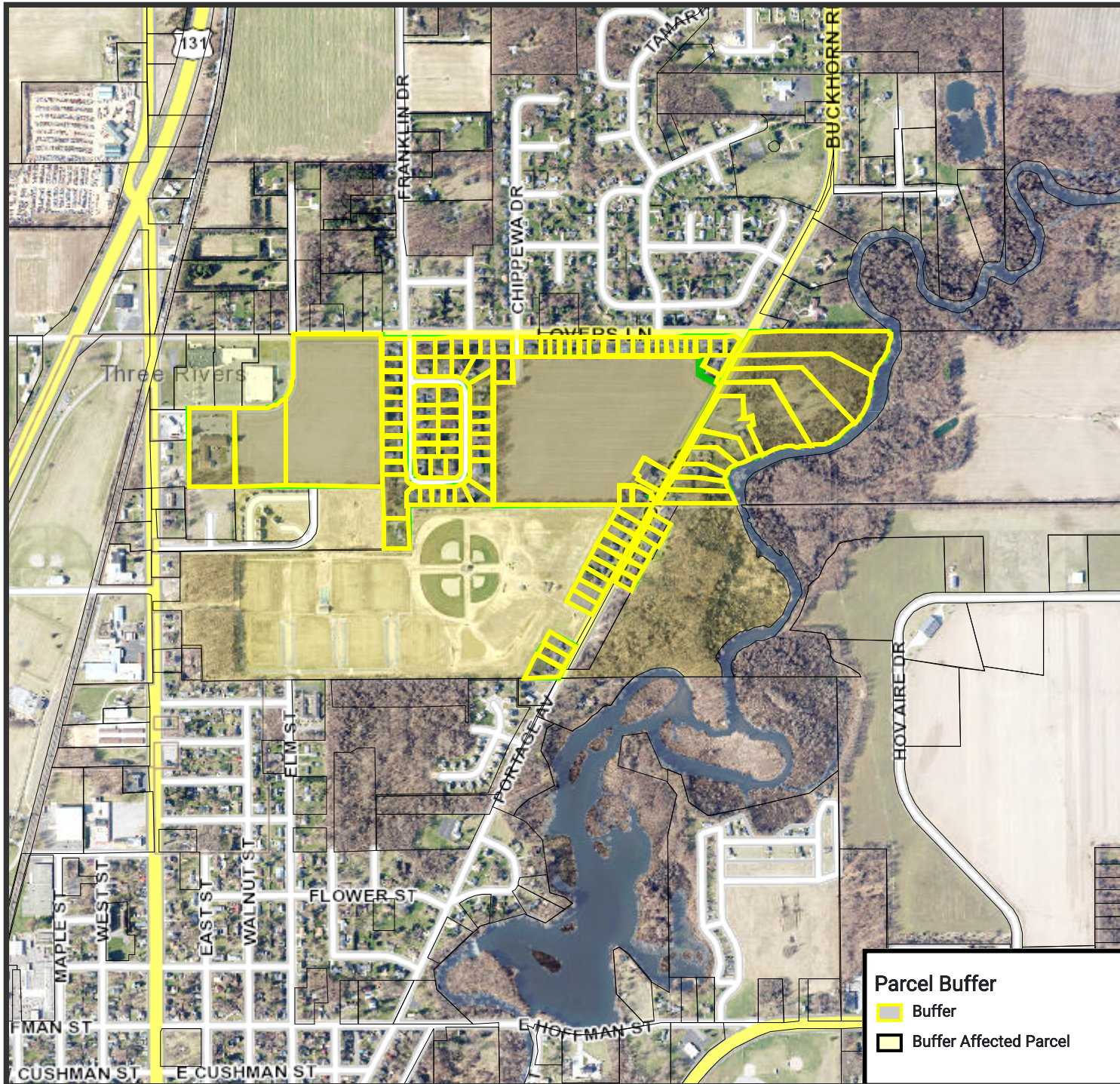
PIN	Name	Property Street Address	Property City	Property State	Property Zipcode	Owner Street Address	Owner City	Owner State	Owner Zipcode
009 090 001 00	BOGUCKI TIMOTHY J	16973 LOVERS LN	THREE RIVERS	MI	49093	16973 LOVERS LN	THREE RIVERS	MI	49093
009 090 002 00	ODELL HARRY J & BEVERLY J	16949 LOVERS LN	THREE RIVERS	MI	49093	16949 LOVERS LN	THREE RIVERS	MI	49093
009 090 003 00	GEARHART MARY F	16925 LOVERS LN	THREE RIVERS	MI	49093	16925 LOVERS LN	THREE RIVERS	MI	49093
009 090 004 00	LAWSON BRITTANY & CHAPLIN JEREMY	16893 LOVERS LN	THREE RIVERS	MI	49093	16893 LOVERS LN	THREE RIVERS	MI	49093
009 090 005 00	TEED PANSY L & BRONSTETTER YVONNE &	16896 KATHY DR	THREE RIVERS	MI	49093	16896 KATHY DR	THREE RIVERS	MI	49093
009 090 006 00	FREY JEFFREY R & JULIE A	16928 KATHY DR	THREE RIVERS	MI	49093	16928 KATHY DR	THREE RIVERS	MI	49093
009 090 007 00	JOHNSON AMY	16950 KATHY DR	THREE RIVERS	MI	49093	16950 KATHY DR	THREE RIVERS	MI	49093
009 090 008 00	ROBERTS LAURA & TERRY L	16970 KATHY DR	THREE RIVERS	MI	49093	57111 TIM AV	THREE RIVERS	MI	49093
009 090 010 00	BILLINGS ENVIN ENNIS & KAYLIE	57089 LINDA AV	THREE RIVERS	MI	49093	57089 LINDA AV	THREE RIVERS	MI	49093
009 090 011 00	BONNEMA JAYSON & KELLI	16935 KATHY DR	THREE RIVERS	MI	49093	16935 KATHY DR	THREE RIVERS	MI	49093
009 090 012 00	POULSEN MATTHEW E & SHERRY S	57091 TIM AV	THREE RIVERS	MI	49093	57091 TIM AV	THREE RIVERS	MI	49093
009 090 013 00	GIPSON NATHAN & ANDRIA	57044 TIM AV	THREE RIVERS	MI	49093	57044 TIM AV	THREE RIVERS	MI	49093
009 007 001 00	COLD MICHAEL J & HOLMES CHASTITY D	57216 TIM AV	THREE RIVERS	MI	49093	57216 TIM AV	THREE RIVERS	MI	49093
009 007 001 02	FREEBY MICHAEL TRUST	16855 LOVERS LN	THREE RIVERS	MI	49093	16855 LOVERS LN	THREE RIVERS	MI	49093
009 007 001 04	RICE CHRISTOPHER A	16987 LOVERS LN	THREE RIVERS	MI	49093	16987 LOVERS LN	THREE RIVERS	MI	49093
009 007 001 10	KUTZ DAVID	57290 TIM AV	THREE RIVERS	MI	49093	57290 TIM AV	THREE RIVERS	MI	49093
009 007 002 01	MEYER THOMAS D & JACQUELINE E TRUST	57135 N MAIN ST	THREE RIVERS	MI	49093	PO BOX 350	THREE RIVERS	MI	49093
009 007 002 30	MEYER VENTURES LLC	16587 ENTERPRISE DR	THREE RIVERS	MI	49093	PO BOX 350	THREE RIVERS	MI	49093
009 007 002 70	MEYER THOMAS D & JACQUELINE E TRUST					PO BOX 350	THREE RIVERS	MI	49093
009 008 005 00	BEUTER & BEUTER LLC	57079 BUCKHORN RD	THREE RIVERS	MI	49093	PO BOX B	THREE RIVERS	MI	49093
009 008 006 00	LOWRY THOMAS J JR	BUCKHORN RD				53 1/2 N MAIN ST	THREE RIVERS	MI	49093
009 008 006 01	MCLAUGHLIN JASON GROVER	57212 BUCKHORN RD	THREE RIVERS	MI	49093	57212 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 006 02	SCHIPPERS RANDALL A & DEBORAH L	57066 BUCKHORN RD	THREE RIVERS	MI	49093	57066 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 006 20	CARRINGTON MORTGAGE SERVICES LLC	17031 LOVERS LN	THREE RIVERS	MI	49093	1600 S DOUGLASS RD STE	ANAHEIM	CA	92806
009 008 006 30	HECKELMAN GERALD W & LILAH J					57238 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 006 35	HECKELMAN GERALD & LILAH FAM TRUST	57238 BUCKHORN RD	THREE RIVERS	MI	49093	57238 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 006 40	SCHRADER JAMES L & KENNI JEAN	57046 BUCKHORN RD	THREE RIVERS	MI	49093	57046 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 05	BRADY VENTURES LLC					110 WEST ST	THREE RIVERS	MI	49093
009 008 007 10	SCHRADER LEANNE M	57340 BUCKHORN RD	THREE RIVERS	MI	49093	57340 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 15	SWARTZ SHERRY ANN					18880 SOUTH RIVER RD	THREE RIVERS	MI	49093
009 008 007 20	ANDROSKY FAMILY TRUST	57350 BUCKHORN RD	THREE RIVERS	MI	49093	57350 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 25	BRADY VENTURES LLC					110 WEST ST	THREE RIVERS	MI	49093
009 008 007 30	ROY DAVID R & JANIS R TRUST	57470 BUCKHORN RD	THREE RIVERS	MI	49093	57470 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 40	TAYLOR MARK H & CATHY A	57484 BUCKHORN RD	THREE RIVERS	MI	49093	57484 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 50	OLIYNYK BORIS	57298 BUCKHORN RD	THREE RIVERS	MI	49093	53066 CREEKSIDE LANE	ELKHART	IN	46514
009 008 007 60	CORTE HEATHER	57278 BUCKHORN RD	THREE RIVERS	MI	49093	57278 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 70	TIM SOKHA & KUNTHEA IRP	57312 BUCKHORN RD	THREE RIVERS	MI	49093	57312 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 80	HOLMES THOMAS J & PATRICIA D	57326 BUCKHORN RD	THREE RIVERS	MI	49093	57326 BUCKHORN RD	THREE RIVERS	MI	49093
009 008 007 90	PULLEN WILLIAM J & BELINDA K	57456 BUCKHORN RD	THREE RIVERS	MI	49093	57456 BUCKHORN RD	THREE RIVERS	MI	49093

009 090 014 00	GEARHART MARK A LORIE L	57062 TIM AV	THREE RIVERS	MI	49093	57062 TIM AV	THREE RIVERS	MI	49093
009 090 015 00	KRULL JOHN R & MARY L	57082 TIM AV	THREE RIVERS	MI	49093	57082 TIM AV	THREE RIVERS	MI	49093
009 095 016 00	THEMINS TODD & DEBORAH	57100 TIM AV	THREE RIVERS	MI	49093	57100 TIM AV	THREE RIVERS	MI	49093
009 095 017 00	CRABBE ROBERT EDWARD	57118 TIM AV	THREE RIVERS	MI	49093	57118 TIM AV	THREE RIVERS	MI	49093
009 095 018 00	SLAUGHTER TIMOTHY JR & CHELSEA	57136 TIM AV	THREE RIVERS	MI	49093	57136 TIM AV	THREE RIVERS	MI	49093
009 095 019 00	GIPSON CORNELIUS JR & DOLORES	57156 TIM AV	THREE RIVERS	MI	49093	57156 TIM AV	THREE RIVERS	MI	49093
009 095 020 00	TICE MARTHA A	57176 TIM AV	THREE RIVERS	MI	49093	57176 TIM AV	THREE RIVERS	MI	49093
009 095 021 00	TAYLOR CINDY & LESZCZYNSKI PAUL D	57196 TIM AV	THREE RIVERS	MI	49093	57196 TIM AV	THREE RIVERS	MI	49093
009 095 022 00	ROBERTS TERRY L TRUST	57111 TIM AV	THREE RIVERS	MI	49093	57111 TIM AV	THREE RIVERS	MI	49093
009 095 023 00	KURATKO MARGARET A	57129 TIM AV	THREE RIVERS	MI	49093	57129 TIM AV	THREE RIVERS	MI	49093
009 095 024 00	WARD DEVAN & AMBER	57153 TIM AV	THREE RIVERS	MI	49093	57153 TIM AV	THREE RIVERS	MI	49093
009 095 025 00	WOLGAST WILLIAM R & REBECCA L	57171 TIM AV	THREE RIVERS	MI	49093	57171 TIM AV	THREE RIVERS	MI	49093
009 095 026 00	BUSHONG JAMES MCGUIRE	57193 TIM AV	THREE RIVERS	MI	49093	57193 TIM AV	THREE RIVERS	MI	49093
009 095 027 00	ZAVALA JOSEPH J & CHARLENE	16916 BRIDGETTE DR	THREE RIVERS	MI	49093	16916 BRIDGETTE DR	THREE RIVERS	MI	49093
009 095 028 00	POLITOWICZ QUINTIN & CHUPP-SHEARS	57200 LINDA AV	THREE RIVERS	MI	49093	57200 LINDA AV	THREE RIVERS	MI	49093
009 095 029 00	THOMAS JENNIFER	57162 LINDA AV	THREE RIVERS	MI	49093	57162 LINDA AV	THREE RIVERS	MI	49093
009 095 030 00	GARDNER SCOTT & JILLIAN	57150 LINDA AV	THREE RIVERS	MI	49093	57150 LINDA AV	THREE RIVERS	MI	49093
009 095 031 00	LEVERENTZ PAUL MICHAEL	57130 LINDA AV	THREE RIVERS	MI	49093	19578 LAKESHORE DR	THREE RIVERS	MI	49093
009 095 032 00	LEVERENTZ PAUL MICHAEL					19578 LAKESHORE DR	THREE RIVERS	MI	49093
009 095 033 00	HAMBRUCH HOLLY NOEL TRUST	57117 LINDA AV	THREE RIVERS	MI	49093	57117 LINDA AV	THREE RIVERS	MI	49093
009 095 034 00	DAVIDSON TODD W	57145 LINDA AV	THREE RIVERS	MI	49093	57145 LINDA AV	THREE RIVERS	MI	49093
009 095 035 00	DAVIDSON TODD W	57155 LINDA AV	THREE RIVERS	MI	49093	57145 LINDA AV	THREE RIVERS	MI	49093
009 095 036 00	GILLEYLEN RENEE DIANE	57175 LINDA AV	THREE RIVERS	MI	49093	57175 LINDA AV	THREE RIVERS	MI	49093
009 095 037 00	KIPKER ROBERT E & DANA J	57197 LINDA AV	THREE RIVERS	MI	49093	57197 LINDA AV	THREE RIVERS	MI	49093
009 095 039 00	MEUDT NANCY M TRUST	57215 LINDA AV	THREE RIVERS	MI	49093	57215 LINDA AV	THREE RIVERS	MI	49093
009 095 040 00	LOOKOUT HOLDINGS LLC	57225 LINDA AV	THREE RIVERS	MI	49093	3678 LONE LOOKOUT RD	TRAVERSE CITY	MI	49686
009 095 041 00	HAY STEVEN W & JANET V	16933 BRIDGETTE DR	THREE RIVERS	MI	49093	16933 BRIDGETTE DR	THREE RIVERS	MI	49093
009 095 042 00	COWING JACOB J & KIMBERLY N	16917 BRIDGETTE DR	THREE RIVERS	MI	49093	16917 BRIDGETTE DR	THREE RIVERS	MI	49093
009 095 043 00	MORRIS STEVEN M & LINDA L	16897 BRIDGETTE DR	THREE RIVERS	MI	49093	731 VILLAGE PL	DAVENPORT	FL	33896
009 095 044 00	DYKSTRA ARLEN J & JOYCE M	16883 BRIDGETTE DR	THREE RIVERS	MI	49093	16883 BRIDGETTE DR	THREE RIVERS	MI	49093
009 140 001 00	RIFENBERG GARY G & JUDITH					57131 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 001 10	RIFENBERG GARY G & JUDITH A	57131 BUCKHORN RD	THREE RIVERS	MI	49093	57131 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 001 20	BEUTER & BEUTER LLC					PO BOX B	THREE RIVERS	MI	49093
009 140 001 30	BEUTER & BEUTER LLC					PO BOX B	THREE RIVERS	MI	49093
009 140 002 00	KLOK CHRISTINA & LEONARD	57155 BUCKHORN RD	THREE RIVERS	MI	49093	57155 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 003 00	MILLER THOMAS O JR	57179 BUCKHORN RD	THREE RIVERS	MI	49093	57179 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 004 00	BOOKO JORDAN D & NEWLEE HELEN	57197 BUCKHORN RD	THREE RIVERS	MI	49093	57197 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 005 01	HITCHCOCK KENNETH M	57225 BUCKHORN RD	THREE RIVERS	MI	49093	57225 BUCKHORN RD	THREE RIVERS	MI	49093
009 140 006 00	BROWN GARRY & CHRISTY N	57241 BUCKHORN RD	THREE RIVERS	MI	49093	57241 BUCKHORN RD	THREE RIVERS	MI	49093
009 170 001 00	OSBON JASON CHARLES	17015 LOVERS LN	THREE RIVERS	MI	49093	17015 LOVERS LN	THREE RIVERS	MI	49093
009 170 004 00	BRADFORD JEROD & KASSANDRA	17049 LOVERS LN	THREE RIVERS	MI	49093	17049 LOVERS LN	THREE RIVERS	MI	49093
009 170 005 00	SEDLICKY PAULA	17071 LOVERS LN	THREE RIVERS	MI	49093	17071 LOVERS LN	THREE RIVERS	MI	49093

009 170 006 00	RHODA BENJAMIN E	17083 LOVERS LN	THREE RIVERS	MI	49093	17083 LOVERS LANE	THREE RIVERS	MI	49093
009 170 007 00	STRAUTNIEKS GUNDARS MARKUS	17099 LOVERS LN	THREE RIVERS	MI	49093	17099 LOVERS LN	THREE RIVERS	MI	49093
009 170 008 00	REYNOLDS RICHARD	17111 LOVERS LN	THREE RIVERS	MI	49093	17111 LOVERS LN	THREE RIVERS	MI	49093
009 170 009 00	MCBRIDE MONICA KAY	17127 LOVERS LN	THREE RIVERS	MI	49093	17127 LOVERS LN	THREE RIVERS	MI	49093
009 170 010 00	WISE LENORA & JOHN JR	17157 LOVERS LN	THREE RIVERS	MI	49093	17157 LOVERS LN	THREE RIVERS	MI	49093
009 170 012 00	ROGGELIEN JOY L	17169 LOVERS LN	THREE RIVERS	MI	49093	17169 LOVERS LN	THREE RIVERS	MI	49093
009 170 013 00	COOK-VANDENBRINK NICHOLAS & DANIEL	17191 LOVERS LN	THREE RIVERS	MI	49093	17191 LOVERS LN	THREE RIVERS	MI	49093
009 170 015 00	RED TAIL PROPERTIES LLC	17209 LOVERS LN	THREE RIVERS	MI	49093	8430 CANARY LN	KALAMAZOO	MI	49009
009 170 016 00	BELSHAW MARY ANN & KELLY A	17229 LOVERS LN	THREE RIVERS	MI	49093	17229 LOVERS LN	THREE RIVERS	MI	49093
009 170 017 00	LEWIS TERRY L RAE	17241 LOVERS LN	THREE RIVERS	MI	49093	17241 LOVERS LN	THREE RIVERS	MI	49093
009 170 018 00	CLARK BRIAN & WARD LACEY	17255 LOVERS LN	THREE RIVERS	MI	49093	317 6TH AV	THREE RIVERS	MI	49093
009 170 019 00	HOLMES DANIEL T	17269 LOVERS LN	THREE RIVERS	MI	49093	17269 LOVERS LN	THREE RIVERS	MI	49093
009 170 020 00	CIPRIANO KATHERINE JOAN	17283 LOVERS LN	THREE RIVERS	MI	49093	17283 LOVERS LN	THREE RIVERS	MI	49093
009 170 021 00	ALEXANDER BENJAMIN C	17301 LOVERS LN	THREE RIVERS	MI	49093	17301 LOVERS LN	THREE RIVERS	MI	49093
009 170 023 00	NISONGER BERNARD L & HUBERTA S &	17329 LOVERS LN	THREE RIVERS	MI	49093	17329 LOVERS LN	THREE RIVERS	MI	49093
009 170 024 00	NISONGER BERNARD L & HUBERTA S &					17329 LOVERS LN	THREE RIVERS	MI	49093
009 310 010 00	ROBINSON DIANN KAY	57357 BUCKHORN RD	THREE RIVERS	MI	49093	57357 BUCKHORN RD	THREE RIVERS	MI	49093
009 310 011 00	CRISWELL CHRISTOPHER SCOTT & DAWN	57341 BUCKHORN RD	THREE RIVERS	MI	49093	57341 BUCKHORN RD	THREE RIVERS	MI	49093
009 310 012 00	RAY COREY	57325 BUCKHORN RD	THREE RIVERS	MI	49093	57325 BUCKHORN RD	THREE RIVERS	MI	49093
009 310 014 00	WHEAT VICKY L-CTR	57311 BUCKHORN RD	THREE RIVERS	MI	49093	57311 BUCKHORN RD	THREE RIVERS	MI	49093
009 310 015 00	BRADY THOMAS K & JOANNE M	57295 BUCKHORN RD	THREE RIVERS	MI	49093	57295 BUCKHORN RD	THREE RIVERS	MI	49093
009 310 017 01	ELLIS MATTHEW	57277 BUCKHORN RD	THREE RIVERS	MI	49093	57277 BUCKHORN RD	THREE RIVERS	MI	49093

EXHIBIT B:  
Depiction of Transferred Property





## Lockport Township



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### Parcel Buffer

- Buffer
- Buffer Affected Parcel