

CR 42600.2

WASHTENAW COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT**

This First Amendment to Reimbursement Agreement ("Amendment") is made on November \_\_, 2013, between BST Investments LLC (the "Owner"), a Michigan Limited Liability Company having an address at 7444 Dexter-Ann Arbor Road, Suite F, Dexter, Michigan 48130 and the **WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY** (the "WCBRA"), a Michigan public body corporate, having the address at 110 N. Fourth Avenue, P.O. Box 8645, Ann Arbor, Michigan 48104-8645.

PREMISES

A. On July \_\_, 2011, the Owner and the WCBRA entered into a Reimbursement Agreement ("Agreement") that anticipated that the Owner would be reimbursed for certain costs of eligible activities and the WCBRA would be paid certain administrative costs and funds placed in its local site remediation revolving fund in a combined amount not to exceed \$312,000 with projected tax increment revenues to be captured by the WCBRA pursuant to a Brownfield Plan for Owner's approximately 7.4 acre property, located at 2810 Baker Road in Dexter, Michigan, as described in the Brownfield Plan ("Property").

B. Owner has incurred costs of eligible activities on the Property and the WCBRA has incurred administrative and related costs in connection with the Brownfield Plan and the Agreement.

C. Due to circumstances arising since the date of the Agreement, tax increment revenues that will be generated by the Property under the Brownfield Plan are substantially less than originally projected.

D. Accordingly, the WCBRA and the Owner have agreed to modify the amount of reimbursement the Owner will receive for the costs of eligible activities the Owner has incurred at the Property.

**NOW THEREFORE**, In consideration of the premises and the mutual covenants and obligations contained in this Amendment, the Owner and the WCBRA hereby enter into this Amendment and covenant and agree as follows:

1. The amount of tax increment revenues to be captured by the WCBRA will be limited to such revenues that are available and captured through tax year 2013 (estimated to be approximately \$99,631).

2. The WCBRA first will be reimbursed from the captured tax increment revenues for its administrative costs in the amount of \$8,000 from the and will place \$16,000 of those revenues in its local site remediation revolving fund.

3. The WCBRA will reimburse Owner for costs of eligible activities it incurred on the Property pursuant to the Brownfield Plan with the remaining amount of tax increment revenues

captured through tax year 2013 after the payments to the WCBRA are made as provided in paragraph 2, above, and Owner agrees to relinquish any and all rights to reimbursement for costs of eligible activities incurred or to be incurred in excess of the amount specified in this Amendment.

4. When the payments described in paragraphs 2. and 3. above have been made, the reimbursement/payment rights and obligations of Owner and the WCBRA under the Agreement shall be terminated, and the Brownfield Plan deemed satisfied and fulfilled. All other provisions of the Agreement not in conflict with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the WCBRA and the Owner have caused this Amendment to be duly executed and delivered as of the date first written above.

Approved As To Form:

Owner

WASHTENAW COUNTY

Verna J. McDaniel  
Verna J. McDaniel

1/31/2014  
11:01:45  
AM

Steve Brown Date: 1/28/14

VERNA J. MCDANIEL  
COUNTY ADMINISTRATOR  
SIGNED BY K. BELKNAP ON BEHALF OF VERNA MCDANIEL

By: Steve Brown  
Its: member

APPROVED AS TO CONTENT:

Mary Jo Callan 1/28/14  
Mary Jo Callan, Director  
Washtenaw County OCED

WASHTENAW COUNTY  
BROWNFIELD  
REDEVELOPMENT AUTHORITY

James Harless Date: 11/7/13  
James Harless  
Its: Chair

Attest: 1/31/14  
Lawrence Kestenbaum Date: 2/4/2014  
Lawrence Kestenbaum 3:50:18 PM  
County Clerk/Register

## Nathan Voght

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**From:** Curtis Hedger  
**Sent:** Tuesday, November 05, 2013 1:31 PM  
**To:** Nathan Voght  
**Subject:** RE: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

This is the revised version, right? It looks okay to me. Curt

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**From:** Nathan Voght  
**Sent:** Tuesday, November 05, 2013 12:24 PM  
**To:** Curtis Hedger; 'James Harless'  
**Subject:** FW: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

Have you both seen this already?

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**From:** Donna Dettling [<mailto:ddettling@dextermi.gov>]  
**Sent:** Tuesday, November 05, 2013 12:02 PM  
**To:** Nathan Voght  
**Subject:** FW: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

Nathan,

Thought you might want to see the email chain regarding the Amendment. Not sure how you want to handle this for the meeting on the 7<sup>th</sup>, the amendment is acceptable to Steve but will not have his signature on it, or your Board will wait until 12-5-13 to approve the amendment after Steve signs it.???

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**From:** Steve Brouwer [<mailto:stevebrouwer@arbrouwer.com>]  
**Sent:** Tuesday, November 05, 2013 9:49 AM  
**To:** Donna Dettling ([ddettling@dexterMI.gov](mailto:ddettling@dexterMI.gov))  
**Cc:** [MJacobs@dykema.com](mailto:MJacobs@dykema.com); [skeough@wadetrim.com](mailto:skeough@wadetrim.com); Joy Glovick  
**Subject:** FW: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

Donna,

Attached is the revised agreement.

Please note that BST will not sign it until after the closing with CWF.

That closing is currently scheduled for 11/27/13. The date may change.

Steve Brouwer  
A. R. Brouwer Co. LLC  
7444 Dexter-Ann Arbor Rd.  
Dexter, MI 48130  
Ph: (734) 426-9980  
Fax: (734) 426-9985

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**From:** Joy Glovick [<mailto:Glovick@cmplaw.com>]  
**Sent:** Tuesday, November 05, 2013 9:36 AM  
**To:** Steve Brouwer  
**Subject:** RE: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

Steve –

Attached is a revised version of the Amendment, with my (minor) changes shown through the track changes feature.

Note that in the current form of the Amendment, this cannot be signed by BST Investments until the sale of Unit 1 occurs (which sale I understand is contingent upon the Wellness Center receiving a property tax abatement). If it needs to be signed by BST Investments prior to that sale, then it needs to be revised to reflect that it is contingent upon that sale happening, and if the sale does not occur, the amendment is of no force and effect.

Joy

JOY M. GLOVICK  
CONLIN, MCKENNEY & PHILBRICK, P.C.  
350 SOUTH MAIN STREET, SUITE 400  
ANN ARBOR, MICHIGAN 48104-2131  
PHONE: (734) 997-2171  
FAX: (734) 761-9001  
EMAIL: GLOVICK@CMPLAW.COM  
[WWW.CMPLAW.COM](http://WWW.CMPLAW.COM)

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**From:** Donna Dettling [<mailto:ddettling@dextermi.gov>]  
**Sent:** Monday, November 04, 2013 5:41 PM  
**To:** Steve Brouwer  
**Cc:** [MJacobs@dykema.com](mailto:MJacobs@dykema.com); [skeough@wadetrim.com](mailto:skeough@wadetrim.com)  
**Subject:** FW: DET02-#479959-v1-Washtenaw County Amended BST Brownfield Reimbursement Agreement.docx

Steve,

Here is the draft word document for the Amendment to the Brownfield Reimbursement Agreement.

Mark Jacobs, may be getting a few comments from the WCBRA (James Harless), but he has already gotten Nathan's comments. Nathan asked if we could finalize the document so that he could get it on the Brownfield Redevelopment Authority Board Agenda this Thursday the 7<sup>th</sup>. If we miss the November 7<sup>th</sup> Board meeting, our next opportunity to get it finalized is December 5, 2013.

We weren't sure if there was a specific timeline you were working toward, so if you could track changes you are recommending to the document and get it back to us as soon as possible, that would be great. We'll work toward getting it ready for the November 7, 2013 BRA Board Meeting, unless I hear otherwise.