



**BROWNFIELD REDEVELOPMENT  
AUTHORITY MEETING**

**Friday, June 26, 2020 – 12:00 p.m.**

**Zoom Meeting**

**Meeting ID: 880 0616 1326**

**Password: 980818**

---

**AGENDA**

- 1. Roll Call**
  
- 2. Approval of Agenda**
  
- 3. Approval of Items on the Consent Agenda**
  - A. June 19, 2020 Minutes**
  
- 4. Village Mall Redevelopment Project – Review of GLP Financial Services Interlocal Agreement and Reimbursement Agreement**
  - A. Interlocal Agreement To Use Local Tax Increment Revenues For The GLP Brownfield Redevelopment Project**
  - B. GLP Brownfield Redevelopment Agreement**
  
- 5. Public Comment**
  
- 6. Brownfield Redevelopment Authority Comment**
  
- 7. Adjournment**

**DRAFT**

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
June 19, 2020

A meeting of the City of Farmington Brownfield Redevelopment Authority Board was held on Friday, June 19, 2020 via the Zoom virtual meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order by Vice Chair Kate Knight at 12:06 pm.

**BOARD MEMBERS PRESENT:** Joe LaRussa, Kevin Christiansen, Kate Knight, Dave Murphy

**CITY REPRESENTATIVES PRESENT:** Mary Mullison, Beth Saarela

**OTHERS PRESENT:** Tom Gritter of Bonner Advisory Group, Jeremy McCallion from AKT Peerless Environmental, Alex Kocoves, and Matt DeSantos from GLP Financial Services

**APPROVAL OF AGENDA**

MOTION by Christiansen, seconded by LaRussa to approve the Agenda as amended, adding Election of Officers before the Village Mall Redevelopment Project review.  
MOTION CARRIED UNANIMOUSLY.

**MINUTES OF PREVIOUS MEETING**

MOTION by LaRussa, seconded by Christiansen to approve the minutes of March 19, 2020.  
MOTION CARRIED UNANIMOUSLY.

**ELECTION OF OFFICERS**

Joe LaRussa was nominated as Chair in Sara Bowman's place.

MOTION by Christiansen, seconded by Knight to elect Joe LaRussa to serve as chairperson of the Brownfield Redevelopment Authority.  
MOTION CARRIED UNANIMOUSLY.

**VILLAGE MALL REDEVELOPMENT PROJECT – REVIEW OF GLP FINANCIAL SERVICES BROWNFIELD PLAN**

Jeremy McCallion from AKT Peerless Environmental with Alex Kocoves and Matt DeSantos from GLP Financial Services and Tom Gritter of Bonner Advisory Group presented an overview of the Village Mall Redevelopment Project.

Discussion ensued about Brownfield Redevelopment Authority responsibilities for the project going forward.

**DRAFT**

Brownfield Redevelopment Authority

June 19, 2020

-2-

MOTION by Christiansen, supported by Knight to approve the proposed Brownfield Redevelopment Plan for the Village Mall submitted by GLP Financial Services for the Farmington State Savings Bank (aka Village Mall) and forward the plan to City Council for their review and consideration.

MOTION CARRIED UNANIMOUSLY.

Additionally, Knight offered language to approve an interlocal agreement with the DDA, but LaRussa requested that it be considered at another meeting after all had a chance to review the materials. A meeting was set for June 26, 2020 at noon.

**PUBLIC COMMENT**

There was no public comment heard.

**BROWNFIELD REDEVELOPMENT AUTHORITY COMMENT**

Christiansen thanked the presenters for being here. He looked forward to being able to continue moving forward.

LaRussa expressed excitement about the project and thanked all meeting participants. He acknowledged the work required to get this project moving and noted that it would help build a better Farmington.

**ADJOURNMENT**

MOTION by Knight, supported by Christiansen to adjourn the meeting.

MOTION CARRIED UNANIMOUSLY.

The meeting adjourned at 12:59 pm.

---

Mary J. Mullison, Secretary

## **INTERLOCAL AGREEMENT TO USE LOCAL TAX INCREMENT REVENUES FOR THE GLP BROWNFIELD REDEVELOPMENT PROJECT**

**WHEREAS**, the Urban Cooperation Act, PA 7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

**WHEREAS**, the City of Farmington Downtown Development Authority (“FDDA”) was duly established pursuant to PA 197 of 1975, since repealed by PA 57 of 2018 (“Act 57”); and

**WHEREAS**, the City of Farmington Brownfield Redevelopment Authority (“FBRA”) was duly established pursuant to PA 381 of 1996, as amended (“Act 381”); and

**WHEREAS**, the FDDA and FBRA are each considered a “public agency” under Act 7; and

**WHEREAS**, the FBRA has the authority to reimburse for costs of “eligible activities” and other reimbursable costs on eligible property, and capture tax increment revenues generated by the levy of certain taxes on eligible property under brownfield plans approved pursuant to and as described in Act 381; and

**WHEREAS**, the FDDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on parcels within the Development Area pursuant to the 2008 Amended and Restated Development Plan and Tax Increment Financing Plan, as adopted by the Farmington City Council on November 3, 2008, together with the 2009 Amended Plan (collectively referred to herein as the “FDDA Plan”), and as permitted under Act 57; and

**WHEREAS**, the Bonner Advisory Group has completed a Brownfield Plan (the “Brownfield Plan”) for eligible property that lies within the boundary of the Development Area identified in the FDDA Plan, located at 33329-33335 Grand River Avenue, Farmington, Michigan (Sidwells #20-23-27-155-001; #20-23-27-155-002); and

**WHEREAS**, the FDDA Plan was adopted prior to the adoption of the Brownfield Plan which results in capture of certain tax increment revenues by the FDDA with respect to certain taxes levied on the Property; and

**WHEREAS**, the FDDA and the FBRA desire to enter into this Interlocal Agreement to transfer a portion of the FDDA tax increment revenues captured from the eligible property to the FBRA to reimburse the costs of the Act 381 eligible activities and other reimbursable costs pursuant to the Brownfield Plan.

**NOW THEREFORE**, the FDDA and FBRA agree as follows:

1. Capture of Tax Increment Revenues by FDDA. The parties agree that the FDDA will capture the tax increment revenues it is authorized to capture pursuant to the FDDA Plan, including such tax increment revenues resulting from the capture of tax increments from taxes levied against the Property.
2. Transfer and Use of Tax Increment Revenues. Upon affirmative vote by the FBRA and the City Council of the City of Farmington (the “City Council”) approving the Brownfield Plan, and approval

of this Interlocal Agreement pursuant to Act 7, eighty-five (85%) of the tax increment revenues captured by the FDDA on the Property pursuant to the FDDA Plan as authorized by Act 57 (the "Tax Increment Revenues") shall be transferred to the FBRA to reimburse the costs of eligible activities and other reimbursable costs as identified in the Brownfield Plan and as permitted under Act 381, estimated to total \$399,429.00.

3. Limitation to Tax Increment Revenues from Eligible Property. The FDDA shall only transfer to the FBRA the Tax Increment Revenues generated by the identified eligible property to reimburse for approved eligible activity costs and other uses identified in the approved Brownfield Plan and authorized by Act 381. Upon conclusion or dissolution of the Brownfield Plan, all tax increment revenues (as defined in Act 57) generated by the eligible property shall be captured by the FDDA and expended as provided in the FDDA Plan.
4. FDDA Obligation subordinate to Existing Bonds. The FDDA's obligation to transfer tax revenues to the FBRA pursuant to this Agreement is subordinate to, and contingent upon the ability of the FDDA to capture sufficient tax increment revenues from the captured assessed value of the property in its FDDA District (FDDA District) other than the eligible property to pay its annual debt service obligations on bonds and other obligations issued by the FDDA. In the event that the FDDA does not have sufficient funds from tax increment revenues from the captured assessed values of the property in its FDDA District other than the eligible property to pay its annual debt service on such bonds or other obligations, then the FDDA shall not be obligated to transfer tax increment financing revenues generated from the eligible property to pay its annual debt service obligations. In such instances where the FDDA uses tax increment revenues from the eligible property to pay its annual debt service on such bonds or other obligations, it is understood that once these obligations are met the transfer of tax increment revenues from the eligible property will continue until eligible activities are reimbursed or the Brownfield Plan expires, whichever occurs first.
5. FBRA as Agent under This Agreement. The parties designate the FBRA as the agent to receive and disburse such Tax Increment Revenues generated by the eligible property as provided in Section 2 above until such time all obligations to reimburse the cost of the eligible activities and other reimbursable costs, have been satisfied.
6. FBRA as Agent under Reimbursement Agreements. The parties agree to designate the FBRA as agent to develop and enforce the terms of any Reimbursement Agreement executed with outside parties pursuant to the approved Brownfield Plan.
7. Amendment of Brownfield Plan. The Brownfield Plan may be amended in order to fund additional eligible activities associated with the Project described therein and as otherwise permitted by law upon prior written approval of the FBRA and City Council.
8. Effective Date. The Agreement shall be effective upon approval by the Farmington City Council and FBRA of the Brownfield Plan, and approval of this Agreement pursuant to Act 7 as executed by the authorized representatives and filed with the County Clerk and Secretary of State of Michigan as required by Act 7.

9. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, the remaining terms shall remain in effect to the fullest extent permitted by law to accomplish the intent of the parties.
10. Term. The parties agree that the transfer of tax increment revenue from the eligible property to reimburse the cost of eligible activities and other reimbursable costs pursuant to Act 381 and the Brownfield Plan shall commence upon the Effective Date of this Agreement and once tax increment revenues are generated by redevelopment of the Property, which is expected to begin in 2021, or when full redevelopment is completed, whichever occurs first.
11. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
14. Binding Effect. Subject to the terms herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective successors and assigns, heirs, and legal representatives.

[Signatures on Next Page]

The FDDA and FBRA, by their authorized representatives, have executed this Agreement on the dates set forth below.

This agreement was approved by the City of Farmington Downtown Development Authority. The Chair was authorized to sign this Agreement on the \_\_\_ day of \_\_\_\_\_, 2020 and was executed by the Chair on the \_\_\_ day of \_\_\_\_\_, 2020.

Witnesses

CITY OF FARMINGTON  
DOWNTOWN DEVELOPMENT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
Chair

Sworn to and subscribed before me, a Notary Public, in the County of Oakland, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires:

Acting in the County of:

[Signatures Continued on Next Page]

This agreement was approved by the City of Farmington Brownfield Redevelopment Authority. The Chairperson was authorized to sign this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020 and was executed by the Chairperson on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Witnesses

CITY OF FARMINGTON BROWNFIELD  
REDEVELOPMENT AUTHORITY

\_\_\_\_\_

Chair

\_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, in the County of Oakland, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public

My commission expires:

Acting in the County of:



**STATE OF MICHIGAN**

**COUNTY OF OAKLAND**

**CITY OF FARMINGTON**

**GLP BROWNFIELD REDEVELOPMENT  
REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between DAMKCAT Real Estate Holdings, LLC whose address is 37000 W 12 Mile Road Suite 101 Farmington Hills, Michigan 48331 (hereinafter referred to as the “Owner”), and the City of Farmington Brownfield Redevelopment Authority, a Michigan municipal corporation (hereinafter referred to as the “FBRA”) whose address is 23600 Liberty Street, Farmington, Michigan 48355

**RECITALS:**

Owner purchased a parcel of land situated in the City of Farmington, Oakland County, Michigan (the “City”), described on the attached Appendix A and hereinafter referred to as the “Property.”

The FBRA has been created under Act 381, Public Acts of Michigan, 1996, as amended, (“Act 381”) to promote the revitalization of environmentally distressed areas through the implementation of Brownfield Plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Property (the “Project”), on June 19, 2020, the FBRA adopted, and on \_\_\_\_\_, 2020, the Farmington City Council approved, a Brownfield Plan (the “Plan” or “Brownfield Plan”) for the Property, under which the Owner may receive, subject to this Agreement, the benefit of reimbursement from “Tax Increment Revenues” for the cost of “Eligible Activities,” as those terms are defined under Act 381, undertaken by the Owner on the Property.

The Initial Taxable Value of the Property, as identified in the Plan, is the 2020 taxable value determined to be \$446,250.

The Property is located in the City of Farmington Downtown Development Authority (the “FDDA”) district. On \_\_\_\_\_, 2020, the FDDA and FBRA entered into an Interlocal Agreement, authorized by the Urban Cooperation Act, PA 7 of 1967, Extra Session (Act 7), to transfer 85% of the FDDA Tax Increment Revenues generated from the Property to the FBRA to reimburse Eligible Activities and other reimbursable costs identified in the Plan.

The Owner is undertaking a substantial redevelopment of the Property. Neither the City of Farmington nor the FBRA advanced any funds toward the cleanup, rehabilitation, or redevelopment of the Property. The Plan calls for a reimbursement of eligible expenses for the activities completed by the Owner under the Plan not to exceed \$399,430.

The FBRA and the Owner desire to establish the terms and conditions upon which the FBRA shall utilize Tax Increment Revenues captured pursuant to the Plan to reimburse the Owner for the costs of Eligible Activities undertaken by the Owner.

NOW THEREFORE, the parties agree as follows:

1. **Eligible Activities.** For purposes of this Agreement, “Eligible Activities” shall include those items permissible under Act 381, and shall also include those activities set forth in the Plan. The cost of Eligible Activities shall include the cost of predevelopment activities; demolition; lead and asbestos survey and abatement; contingency; and brownfield plan preparation not to exceed \$399,430.
2. **Revenues Captured.** It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions, (see the Brownfield Plan, Tables 1 and 2), including levies of the City of Farmington, Oakland County, and other taxing jurisdictions that levy ad valorem or specific taxes that are considered Local Taxes under Act 381, and taxes levied for school operating purposes (as defined in Act 381) (the “School Operating Taxes”). School Operating Taxes will be used for predevelopment activities and the remaining Eligible Activities and other reimbursable costs identified in the Plan will be reimbursed with Local Taxes.

Pursuant to the Interlocal Agreement between the FDDA and the FBRA, the FDDA will transfer 85% of the Tax Increment Revenues generated from the Property captured by the FDDA to the FBRA to reimbursement Eligible Activities and other reimbursable costs identified in the Plan.

3. **Reimbursement Process.**

- 3.1 The Owner shall have sole responsibility to advance the funds to pay for the completion of Eligible Activities. FBRA has no obligation to reimburse expenses or costs for any activities other than Eligible Activities, and said reimbursement shall not exceed \$399,430.
- 3.2 The Owner shall submit to FBRA a Request for Cost Reimbursement for Eligible Activities paid for by the Owner. The request for reimbursement shall be in the form reasonably satisfactory to FBRA (“Reimbursement Request”). The Reimbursement Request shall describe each individual activity claimed as an Eligible Activity and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Reimbursement Request, including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were in payment of Eligible Activities. Interest on the Owner’s reimbursable costs shall not be reimbursable. The Reimbursement Request shall be signed by a duly authorized representative of the Owner.
- 3.3 Reimbursement Requests shall be reviewed by FBRA. The Owner shall cooperate in the review by FBRA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by FBRA. Within thirty (30) days after submission

of a Reimbursement Request, FBRA shall either approve the Reimbursement Request or identify in writing to the Owner any costs in the Reimbursement Request deemed ineligible for reimbursement and the basis for the determination. Owner shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by FBRA. Thereafter, except as otherwise agreed to in writing by the Owner and FBRA, FBRA shall make a decision on the eligibility of the disputed cost and inform the Owner in writing of its determination, which determination shall be final. The FBRA shall act on a Reimbursement Request after receipt of the requested supplemental information from the Owner at the next scheduled meeting of the FBRA.

- 3.4 Payment of Reimbursement Requests approved by the FBRA will be issued to FBRA twice annually, after taxes are paid and upon approval by FBRA. Payment of Reimbursement Requests approved by the FBRA shall be made payable to the Owner and mailed to the following authorized address:

**DAMKCAT Real Estate Holdings, LLC**

37000 W 12 Mile Road Suite 101

Farmington Hills, MI 48331

Contact Person: Mr. Matt DeSantos

Telephone: (248) 489-0101

(The Address will change to 33335 Grand River Ave Farmington, MI when property is fully occupied by DAMKCAT)

- 3.5 The obligation of FBRA to reimburse DAMKCAT is further subject to the following conditions:

3.5.1 The Owner shall provide proof of ownership of the Project Site.

3.5.2 The Owner is current on all real property taxes due on the Project Site.

3.5.3 The Owner is not in Default under this Agreement.

3.5.4 The Owner shall provide written proof of payment and waivers of any liens arising from performance of Eligible Activities.

3.5.5 The Agreement expires without completion of the Eligible Activities and/or submission of the Reimbursement Requests to the FBRA.

- 3.6 No interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by FBRA under this Agreement, unless sufficient Tax Increment Revenues are available and FBRA fails to meet the Payment Schedule despite the availability of such revenues.

- 3.7 Owner understands and agrees that any reimbursement by or on behalf of the FBRA to or on behalf of Owner shall only occur to the extent that Tax Increment Revenues are generated from the Property and those Tax Increment Revenues or other revenue is available under Act 381 and this Agreement for the making of reimbursements to the Owner. If sufficient Tax Increment

Revenues attributable to the Property are not available at the time of the scheduled payment, the approved amount shall be paid to the maximum extent available and any outstanding approved amounts shall be paid as the Tax Increment Revenues attributable to the Property are received by the FBRA.

4. **Compliance with Laws, Regulations, Approvals.** Anything in this Agreement to the contrary notwithstanding, the Owner and its affiliates shall comply with all applicable laws, ordinances, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property and shall use the Property in accordance with the Plan and the Development Agreement for the term of this Agreement; and if the Owner shall fail to do so, the FBRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists.

Owner shall copy or provide FBRA with all correspondence and materials or documents provided to any regulatory authority that are related to the Subject Property or Eligible Activities on the Subject Property.

5. **Challenges to Capture.** In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State, an agency thereof, or in the event that a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the FBRA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement and the FBRA agrees to reimburse the Owner, from future capturable revenues, any such repayment by the Owner.
6. **Administrative Costs.** The FBRA may retain and use funds to pay actual administrative and operating costs of the FBRA from Tax Increment Revenues attributable to the Property. The amount retained shall not exceed the maximum amount authorized to be captured under Act 381 for FBRA administrative and operating expenses, and is estimated at \$2,500 per year during the reimbursement of Eligible Activities and deposits made in the Local Brownfield Revolving Fund ("LBRF") unless otherwise agreed between the parties. FBRA may retain the amount permitted by this Section 6 before making any reimbursement to Owner under Section 3.
7. **Local Brownfield Revolving Fund.** In accordance with Act 381 and the Plan, the FBRA will fund the LBRF using a portion of Tax Increment Revenues captured by the FBRA during and after the period of reimbursement of the Owner's Eligible Activities. The FBRA will capture and deposit into the LBRF as described in the approved Plan.
8. **Representations and Warranties by Owner.** Owner represents and warrants the following:

- (a) With respect to the Property, Owner is not a party liable under Section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126;
  - (b) The Property qualifies as Eligible Property under Act 381.
9. **Indemnification/Hold Harmless and Insurance.** Owner indemnifies and holds harmless the FBRA, and any of its past, present, and future members, employees, officials, and consultants from any and all losses, demands, claims, actions, assessments, suits, damages, judgments, penalties, cost, or expenses, imposed upon assessed against, or incurred by FBRA or the listed persons which result from, relate to, or arise out of any of the following:
- (a) A determination by the State or a court of competent jurisdiction that the State or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Owner as a reimbursement under this Agreement made in excess of the amount the FBRA is permitted to use for such reimbursement;
  - (b) The Eligible Activities for the Property;
  - (c) The operation of the business of the Owner on the Property.
10. **Effective Date.** This Agreement shall take effect upon its execution by FBRA and Owner. This Agreement shall terminate upon the full payment for all Eligible Activities to Owner as provided in Section 3. In addition, the FBRA may terminate this Agreement should Owner fail to fulfill its obligations hereunder or violates the terms hereof. Before such terminations, FBRA shall deliver to owner written notice, by first-class mail, of an intent to terminate describing the breach. Owner shall then have thirty (30) days thereafter to cure such breach, or such additional time as may be reasonably required if said breach is of a nature that cannot be cured within thirty (30) days, so long as Owner diligently pursues a cure of such breach but in no event more than six (6) months after such breach. If Owner does not cure the breach within that time, the termination shall be effective on the 31<sup>st</sup> day after delivery of the notice or any extension thereof under this Section 9. Upon the effective date of the termination of this Agreement, the FBRA shall have no further obligation under this Agreement to make any payments to Owner in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Owner.
11. **Miscellaneous.**
- (a) Owner and the FBRA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.

- (b) This Agreement shall be binding upon and inure to the benefit of Owner and the FBRA, and their respective heirs, successors, assigns and transferees. The Parties may freely assign their rights hereunder, but Owner's obligations may only be assigned to an entity not affiliated with the Owner if such transfer or assignment is approved in advance by the FBRA, which approval shall not be unreasonably withheld, delayed or conditioned. In the event of any assignment or transfer of any right or obligation hereunder such transfer or assignment shall not be effective unless a written notice by certified mail is provided to the other party. This Agreement shall not be affected or altered in any way by any sale, lease or other disposition or sale of all or a portion of the Property.
- (c) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.
- (d) In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.
- (e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.
- (f) Neither the delay or failure by either party to exercise any right under this agreement, or the partial or incomplete exercise of any such rights shall constitute a waiver of that or any other right, unless provided expressly herein.
- (g) If any part of this agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the agreement as a whole.
- (h) This writing constitutes the entire agreement between the parties.
- (i) This writing may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- (j) Notices and reimbursements shall be sent to the following addresses:

**DAMKCAT Real Estate Holdings, LLC**  
37000 W 12 Mile Road Suite 101  
Farmington Hills, MI 48331  
  
Attention: Mr. Matt DeSantos

**Authority:**  
Farmington Brownfield Redevelopment  
Authority  
23600 Liberty Street  
Farmington, MI 48335  
Attention: David Murphy, City Manager

