

Mayor Greg Mapes called a regular meeting of the Alma City Commission to order at 6:00 p.m. in the Alma Municipal Building. A quorum of the Commission was present.

Roll Call

Present: Roger Allman, Andrew Bare, Sonia Gibson, Greg Mapes, Michelle Pitts, and Danny Wernick.
Absent: Roxann Harrington (arrived after roll call).

2026-0186 Motion by Commissioner Allman, seconded by Commissioner Pitts, to approve the agenda as presented. Motion carried.

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington.

Mayor Mapes led those present in a recitation of the Pledge of Allegiance to the United States of America.

Approval of Minutes

2026-0187 Motion by Commissioner Pitts, seconded by Commissioner Bare, to approve minutes of the July 28, 2026, regular meeting, as presented. Motion carried.

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington.

Requests for Purchase

2026-0188 Motion by Commissioner Allman, seconded by Commissioner Wernick, to adopt a resolution to approve a request for purchase to the Detroit Salt Company, in the amount of \$13,178.00, for 200 tons of road salt.

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington.
Resolution declared adopted.

Resolutions

2026-0189 Motion by Commissioner Pitts, seconded by Commissioner Wernick, to adopt a resolution to ratify investment of the following City funds:

Investment Date	Maturity Date	Amount	Interest Rate	Bank	Type
8/3/2026	2/7/2028	\$250,000	4.15%	KeyBank (via Fifth Third Securities	CD
8/3/2026	8/2/2028	\$250,000	3.85%	Independent Bank	CD

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington.
Resolution declared adopted.

2026-0190 Resolution of the City of Alma City Commission Rescinding in its Entirety Resolution 2020-0130, Which Approved a Planned Unit Development Agreement for 319 E. Downie

The following preamble and motion were offered by Commissioner Allman and seconded by Commissioner Bare.

WHEREAS, within the geographic boundaries of the City of Alma, County of Gratiot, State of Michigan, there exists certain real property legally described as "Block 10, Original Plat of the City of Alma, according to the recorded plat thereof, City of Alma, County of Gratiot, State of Michigan" (hereinafter "the Subject Property").

WHEREAS, the Subject Property is more commonly known as 319 E. Downie St., Alma, MI 48801.

WHEREAS, on or about November 10, 2020, an Agreement for the 319 E. Downie Street Planned Unit Development (hereinafter "the Agreement") was fully executed by and between the City of Alma (hereinafter "the City") and Gemini Capital Management IX LLC (hereinafter "Gemini"). See Exhibit A.

WHEREAS, on or about December 11, 2020, the Agreement was recorded with the Gratiot County Register of Deeds at pages 00645-00653 and at Liber 01071. **See Exhibit B.**

WHEREAS, on or about October 13, 2020, the City of Alma City Commission adopted a Resolution numbered 2020-0130 and entitled Resolution Approval of Planned Unit Development Agreement for 319 E. Downie. **See Exhibit C.**

WHEREAS, on or about July 21, 2026, Gemini tendered formal notice to the City advising the City that "Gemini Capital Management IX, LLC has determined that it will not proceed with development of the property under the approved PUD plan." **See Exhibit D.** Accordingly, "Gemini Capital Management IX, LLC formally [has] withdraw[n] its support for and consent to any continued development of the [Subject] property pursuant to the existing PUD approval." *Id.*

WHEREAS, the City concurs in the request submitted by Gemini, and the City intends to rescind and repeal the formalizing documents undergirding the aforesaid Planned Unit Development for the Subject Property.

WHEREAS, the City of Alma City Commission has determined that the adoption of this Resolution is in the best interest of the residents, property owners, and proprietors of the City of Alma.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALMA, GRATIOT COUNTY, MICHIGAN, as follows:

1. The City of Alma, by and through its City Commission, does hereby rescind Resolution 2020-0130, attached hereto as **Exhibit C**, in its entirety and, by so doing, the City of Alma rescinds in its entirety the City's Approval of the Planned Unit Development Agreement for 319 E. Downie for the reasons discussed herein, for the reasons discussed during the open meeting of the City of Alma City Commission on August 11, 2026, as well as such other good and adequate justification as determined by the City of Alma during its investigation and deliberation regarding this matter.

2. BE IT FURTHER RESOLVED that the instant Resolution shall be available for review, inspection and copying at the City of Alma Governmental Offices.

3. BE IT FURTHER RESOLVED that all resolutions or parts of resolutions insofar as they conflict with the provisions hereof are rescinded to the extent of such conflict.

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.

No: none.

Absent: Harrington.

Resolution declared adopted.

2026-0191

Resolution of the City of Alma City Commission Approving Sale of Armory Substation to Consumers Energy Company and Providing Signature Authority for All Necessary Documents Relating to Sale and Approving Parcel Division

The following preamble and motion were offered by Commissioner Pitts and seconded by Commissioner Bare.

WHEREAS, certain real property exists in the City of Alma, County of Gratiot, State of Michigan, bearing Parcel No. 51-009-001-00 and more fully legally described on the attached **Exhibit A** (hereinafter "the Subject Property").

WHEREAS, the City of Alma, a Michigan Municipal Entity ("the City") is the fee owner of the Subject Property.

WHEREAS, on or about August 26, 2025, the City executed an Option Agreement (hereinafter "the Option Agreement") with Consumers Energy Company ("Consumers"), a Michigan Corporation, to provide Consumers with a one-year option commencing on August 25, 2025, and concluding on August 25, 2026, to purchase the Subject Property. **See Exhibit B.**

WHEREAS, the Option Agreement was recorded with the Gratiot County Register of Deeds at Instrument Number 2025R-05570.

WHEREAS, on or about June 4, 2026, the Parties executed a First Amendment to the Option Agreement, which is attached hereto as **Exhibit C**, and which amended the Option Area that was the subject of the Option Agreement to an area equal to the area depicted on Exhibit A-1 (which is attached hereto separately as **Exhibit D**).

WHEREAS, on or about June 9, 2026, the Parties executed a First Amendment to Memorandum of Option, which is attached hereto as **Exhibit E**.

WHEREAS, the City, by adoption of this Resolution, desires to approve the sale of the Subject Property to Consumers based upon the terms and conditions as stated in the Parties' Option Agreement, as amended, and Memorandum of Option, as amended.

WHEREAS, the City, by adoption of this Resolution, also desires to empower its City Manager, Aeris Ripley, with full and complete signing authority to execute any and all documents, instruments or other tangible materials of any kind or nature, including but not limited to a Deed(s), necessary to commence and complete the sale of the Subject Property from the City to Consumers, pursuant to the terms and conditions as stated in the Parties' Option Agreement, as amended, and Memorandum of Option, as amended.

WHEREAS, on or about August 3, 2026, the City of Alma Planning Commission approved a Parcel Division of the Subject Property to allow the sale of the Option Area, set forth more fully on the attached **Exhibit D**, from the City to Consumers.

WHEREAS, the City Commission desires to approve and codify the aforesaid Parcel Division of the Subject Property to allow the sale of the Option Area, set forth more fully on the attached **Exhibit D**, from the City to Consumers.

WHEREAS, the City of Alma City Commission has determined that the adoption of this Resolution is in the best interest of the residents, property owners, and proprietors of the City of Alma.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALMA, GRATIOT COUNTY, MICHIGAN, as follows:

4. The City of Alma, by and through its City Commission, does hereby approve the sale of the Subject Property, which is legally described in greater detail in the attached **Exhibit A** and the area of the Subject Property which is to be sold is set forth in the attached **Exhibit D**, from the City to Consumers for the sum of \$130,000.00 and pursuant to each and every other term and provision and condition as stated in the Parties' Option Agreement, as amended, and Memorandum of Option, as amended.

5. The City of Alma, by and through its City Commission, does hereby empower its City Manager, Aeris Ripley, with full and complete signing authority to execute any and all documents, instruments or other tangible materials of any kind or nature, including but not limited to a Deed(s), necessary to commence and complete the sale of the Subject Property from the City to Consumers for the sum of \$130,000.00 and pursuant to each and every other term and provision and condition as stated in the Parties' Option Agreement, as amended, and Memorandum of Option, as amended.

6. The Division of the Parcel that is the subject of this Resolution, as approved by the City of Alma Planning Commission on or about August 3, 2026, to allow the sale of the Option Area, set forth more fully on the attached **Exhibit D**, from the City to Consumers is hereby APPROVED, RATIFIED, and CODIFIED by the City of Alma City Commission.

7. BE IT FURTHER RESOLVED that the instant Resolution shall be available for review, inspection and copying at the City of Alma Governmental Offices.

8. BE IT FURTHER RESOLVED that all resolutions or parts of resolutions insofar as they conflict with the provisions hereof are rescinded to the extent of such conflict.

Yes: Allman, Bare, Gibson, Mapes, Pitts, and Wernick.
No: none.
Absent: Harrington.
Resolution declared adopted.

Vice-Mayor Harrington arrived at 6:05 p.m.

2026-0192 Resolution of the City of Alma City Commission Approving a Michigan Natural Resources Trust Fund Development Project Agreement for the Overlook Deck at Riverside Park Pavilion

Upon motion made by Commissioner Pitts and seconded by Commissioner Allman, the following Resolution was adopted:

"RESOLVED, that the CITY OF ALMA, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the CITY OF ALMA does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide (\$119,600.00) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: none.
Resolution declared adopted.

Reports

2026-0193 Motion by Commissioner Bare, seconded by Vice-Mayor Harrington, to receive the following reports: July Board of Review 2026 Meeting Minutes and Alma Police Department July 2026 Report. Motion carried.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: none.

2026-0194 Motion by Commissioner Bare, seconded by Commissioner Wernick, to receive the Parks Committee July 27, 2026 Draft Meeting Minutes.

Commissioner Allman shared discussions of the Parks Committee, the success of parks programming, and the upcoming end of grant funding in September. He asked Commissioners to think about options for funding future programming, including the possibility of a Friends of the Parks committee. Brief discussion followed.

Motion to receive the report carried.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.
No: none.
Absent: none.

2026-0195 Motion by Commissioner Bare, seconded by Commissioner Wernick, to receive the City Manager's Newsletter.

City Manager Ripley briefly reviewed items in his newsletter and invited Tim Lambrecht and Sam Smith, of the Gratiot County Parks and Recreation Board, to speak regarding the proposed splashpad for Wright Park. Lambrecht explained the proposal and indicated they are working with the City to prepare an agreement for land lease, management, and maintenance. Discussion about the proposal followed with Lambrecht and Smith answering questions from City Commissioners.

Motion to receive the City Manager's newsletter carried.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.

Appropriations

2026-0196 Motion by Commissioner Allman, seconded by Vice-Mayor Harrington, to adopt a resolution approving Warrant No. 27-03 and authorizing the City Treasurer to issue checks in payment of all claims.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.

Resolution declared adopted.

Commissioner Comments

Several Commissioners offered thanks to the City Clerk and her elections teams for their efforts to ensure a successful Primary election. Commissioner Allman encouraged everyone to see the GCP production of "Something Rotten Jr." this weekend. Commissioner Pitts offered a reminder of Alma Alive! downtown this Saturday. Commissioner Bare and Mayor Mapes offered thanks to Lambrecht and Smith for the presentation and their partnership on the splashpad proposal.

Invitation to Public

Les Rosan also encouraged everyone to see the GCP production and suggested the group might consider who would deal with any vandalism at the proposed splashpad.

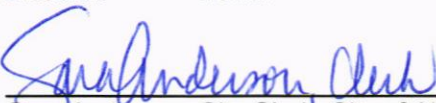
Adjournment

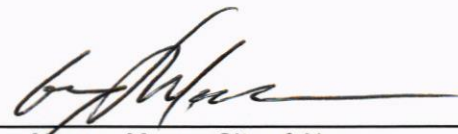
Motion by Commissioner Allman, seconded by Commissioner Wernick, to adjourn the meeting at 7:07 p.m. Motion carried.

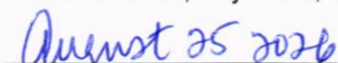
Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.


Sara Anderson, City Clerk, City of Alma


Greg Mapes, Mayor, City of Alma


Date of Approval

2026-0195 Motion by Commissioner Bare, seconded by Commissioner Wernick, to receive the City Manager's Newsletter.

City Manager Ripley briefly reviewed items in his newsletter and invited Tim Lambrecht and Sam Smith, of the Gratiot County Parks and Recreation Board, to speak regarding the proposed splashpad for Wright Park. Lambrecht explained the proposal and indicated they are working with the City to prepare an agreement for land lease, management, and maintenance. Discussion about the proposal followed with Lambrecht and Smith answering questions from City Commissioners.

Motion to receive the City Manager's newsletter carried.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.

Appropriations

2026-0196 Motion by Commissioner Allman, seconded by Vice-Mayor Harrington, to adopt a resolution approving Warrant No. 27-03 and authorizing the City Treasurer to issue checks in payment of all claims.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.

Resolution declared adopted.

Commissioner Comments

Several Commissioners offered thanks to the City Clerk and her elections teams for their efforts to ensure a successful Primary election. Commissioner Allman encouraged everyone to see the GCP production of "Something Rotten Jr." this weekend. Commissioner Pitts offered a reminder of Alma Alive! downtown this Saturday. Commissioner Bare and Mayor Mapes offered thanks to Lambrecht and Smith for the presentation and their partnership on the splashpad proposal.

Invitation to Public

Les Rosan also encouraged everyone to see the GCP production and suggested the group might consider who would deal with any vandalism at the proposed splashpad.

Adjournment

Motion by Commissioner Allman, seconded by Commissioner Wernick, to adjourn the meeting at 7:07 p.m. Motion carried.

Yes: Allman, Bare, Gibson, Harrington, Mapes, Pitts, and Wernick.

No: none.

Absent: none.

Sara Anderson, City Clerk, City of Alma

Greg Mapes, Mayor, City of Alma

Date of Approval

STATE OF MICHIGAN

COUNTY OF GRATIOT

CITY OF ALMA

AGREEMENT FOR THE 319 E DOWNIE STREET PLANNED UNIT
DEVELOPMENT

This Planned Unit Development (PUD) Agreement is entered into by and between Gemini Capital Management IX, LLC (Developer), whose address is 325 Enterprise Drive, Breckenridge, Michigan 48615, and City of Alma, a Michigan municipal corporation (City), whose address is 525 East Superior Street, Alma, Michigan 48801.

RECITATIONS

Developer is the fee owner of the property described on the attached and incorporated Property Description, Exhibit A (the Property), located in City of Alma, Gratiot County, Michigan.

Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the City of Alma Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the 319 E Downie Street Planned Unit Development. Developer is the developer and proprietor of the 319 E Downie Street Planned Unit Development (sometimes also referred to as the Development).

As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary in order to (1) achieve a recognizable and material benefit to the ultimate uses of the project, and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD regulations, (2) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (3) protect the natural environment and conserve natural resources, (4) ensure compatibility with adjacent uses of land, (5) promote use of the Property in a socially and economically desirable manner, and (6) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq and the relevant sections of the Alma City Code, Sections 60-108 and following.

For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned to the 319 E Downie Street Planned Unit Development, the parties have entered into this Development Agreement to be effective on the effective date of the

City's Zoning Ordinance amendment, granting rezoning of the Property to the 319 E Downie Street Planned Unit Development.

Now, therefore, as an integral part of the grant of the rezoning of the Property and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article V of the City of Alma Zoning Ordinance, Sections 60-108 and following, as amended.
2. The approved PUD plans for the 319 E Downie Street Planned Unit Development, as attached, and as approved by the Alma City Commission (PUD Plans).
3. The Permit Conditions for the 319 E Downie Street Planned Unit Development.
4. This Development Agreement for the 319 E Downie Street Planned Unit Development.
5. All applicable City ordinances and all design standards for the 319 E Downie Street area of City, of which this PUD is a part.
6. Any and all conditions of the approval of the Alma City Commission and Planning Commission pertaining to the Development as reflected in the official minutes of such meetings.
7. Recordation with the Gratiot County Register of Deeds office, of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the entire project, specifying the date of approval of the 319 E Downie Street Planned Unit Development, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Ordinance Granting the 319 E Downie Street Planned Unit Development, and the PUD Documents referenced in that Ordinance.
8. The Ordinance Granting the 319 E Downie Street Planned Unit Development.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between

respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the more strict regulation of the Property and interpretation shall be subject to the reasonable discretion of the Alma City Commission.

B. Effect of PUD Approval. The Ordinance Granting the 319 E Downie Street Planned Unit Development reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the PUD Documents referenced in the Ordinance.

C. Land Use. Within the Development, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan and corresponding site plans for the development. The permitted density and land use mix shall be as described in detail in the permit conditions in the Ordinance Granting the 319 E Downie Street Planned Unit Development (Permit Conditions).

D. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, at Developers expense. All of the forgoing improvements shall be designed and constructed in accordance with the approved PUD plan and all applicable city, state and county standards, codes, regulations, ordinances and laws.

G. Drives and Parking Areas.

1. The drive and parking areas within and for the Development shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of City, the PUD Documents, and the approved PUD Plan. The drive and parking areas shall be constructed by Developer at Developer's sole cost and shall be completed, to Gratiot County Road Commission's specifications for roads and parking areas generally, and approved by the City of Alma prior to issuance of any certificate of occupancy.
2. Developer and any assigns and transferees of Developer shall be responsible for any and all maintenance and repair of the drive and parking areas once they are constructed, and any reconstruction, or other causes, in the future.
3. During construction, and prior to completion of the paving of the drive and parking areas, Developer shall maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep all adjacent streets free of debris and repair any damage, subject to the City of Alma and/or Gratiot County Road Commission requirements, caused by construction activities on or for the property, and use of adjacent streets for construction purposes. If Developer fails to so maintain and repair the drive, parking areas or adjacent streets as required by this section, in addition to any enforcement authorization or remedy available to

the City, the City may issue a stop work order and/or withhold issuance of further approvals, permits and occupancy certificates for the development until such failure is cured to the reasonable satisfaction of the City.

H. Storm Water Drainage. Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan.

I. Walkways. The Developer shall, at its sole expense, construct walkways from the porch of each structure in the development, to the sidewalk as depicted in the approved PUD plans and in the PUD documents. Said walkways shall be maintained and repaired in a safe, unobstructed and passable condition by Developer, and Developer's successor owners of the property, at their sole expense. If Developer fails to maintain or repair the walkway as required by this section, in addition to any enforcement authorization or remedy otherwise available, the City may issue stop work orders, and/or withhold issuance of further approvals, permits, and occupancy certificates for the development until such failure is cured to the reasonable satisfaction of the City.

K. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer, setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Commission, to allow Developer an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation that has not been undertaken or property fulfilled. At any such hearing, the time for curing and the hearing itself may be extended, and/or continued to a date certain. The forgoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. Following the hearing described above, if the City Commission determines that the obligation has not been fulfilled or failure corrected with the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall then have the power and authority but not the obligation, to take any or all of the following actions, in addition to any action authorized under city ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate. The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written

notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.

3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

L. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Development. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

M. Access to Property. In all instances in which City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements and at any time throughout the period of development and construction of any part of the Development, City and its contractors, representatives, consultants, and agents shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the PUD Documents.

N. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and

Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

O. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.

P. Warranty of Ownership. Developer warrants that it is the owner in fee simple of the Property described on the attached Property Description Exhibit.

Q. Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Development Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is

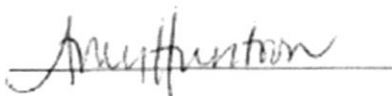
consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

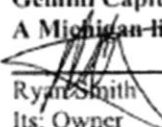
R. Single Ownership and/or Control of PUD Property. Developer represents and warrants to City that the single ownership and/or control of the Property has been vested solely in Developer in accordance with and for all purposes necessary to satisfy Article V of City of Alma Zoning Ordinance, and Developer is fully authorized and empowered to rezone and develop the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the 319 E Downie Street Planned Unit Development as submitted to and as approved by the Alma City Commission. This representation may be relied on and enforced by the City of Alma.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date of the City Commission's adoption of the Ordinance Granting the 319 E Superior Street Planned Unit Development, and shall take effect on the effective date of City's Ordinance Granting the 319 E. Downie Planned Unit Development rezoning.

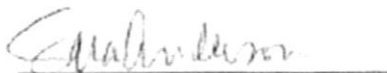
DEVELOPER:

WITNESS:



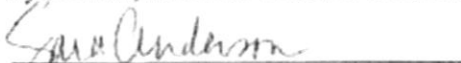
Gemini Capital Management IX, LLC
A Michigan limited liability company

Ryan Smith
Its: Owner

WITNESS:



STATE OF MICHIGAN)
Grahet COUNTY)

Acknowledged before me in Grahet County, Michigan, on November 10, 2020 Gemini Capital Management IX, LLC, a Michigan limited liability Company by Ryan Smith, its Owner on behalf of the limited liability company



Notary public, State of Michigan, County of Grahet
My commission expires 2-8-2022
Acting in the County of Grahet

WITNESS:

Amy Hutton

WITNESS:

M. [Signature]

CITY:

City of Alma, a Michigan municipal
corporation

Greg Mapes
Greg Mapes

Its: Mayor

Sara Anderson
Sara Anderson
Its: Clerk

STATE OF MICHIGAN)
GRATIOT COUNTY)

Acknowledged before me in Gratiot County, Michigan, on October 22, 2020,
by City of Alma, a Michigan municipal corporation by Greg Mapes its Mayor and Sara
Anderson, its Clerk, on behalf of the municipality.

Amy Hutton

Notary public, State of Michigan, County of Isabella
My commission expires 09-09-2027
Acting in the County of Gratiot

Drafted by:
**FORTINO, PLAXTON &
COSTANZO, PC**

Anthony G. Costanzo (P33538)
214 E. Superior St.
Alma, Michigan 48801
(989) 463-2101
agc@fpmc-law.com

When recorded return to:
Sara Anderson, Clerk
City of Alma
525 E. Superior St
Alma, Michigan 48801
(989) 463-8336

EXHIBIT A

PROPERTY DESCRIPTION

(319 E DOWNIE STREET)

ORIGINAL TOWN, BLOCK 10.



STATE OF MICHIGAN - GRATIOT COUNTY
RECEIVED
11/30/2020 12:53:13 PM
MARY MERCHANT - REGISTER OF DEEDS

OR Liber 01071 Page 00645 - 00653
Filed for Record in GRATIOT COUNTY
DECEMBER 11, 2020 12:42:00 PM
MARY MERCHANT, REGISTER OF DEEDS
AGREEMENT
\$30.00 Rec # 52633

STATE OF MICHIGAN
COUNTY OF GRATIOT
CITY OF ALMA

AGREEMENT FOR THE 319 E DOWNIE STREET PLANNED UNIT
DEVELOPMENT

This Planned Unit Development (PUD) Agreement is entered into by and between Gemini Capital Management IX, LLC (Developer), whose address is 325 Enterprise Drive, Breckenridge, Michigan 48615, and City of Alma, a Michigan municipal corporation (City), whose address is 525 East Superior Street, Alma, Michigan 48801.

RECITATIONS

Developer is the fee owner of the property described on the attached and incorporated Property Description, Exhibit A (the Property), located in City of Alma, Gratiot County, Michigan.

Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the City of Alma Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the 319 E Downie Street Planned Unit Development. Developer is the developer and proprietor of the 319 E Downie Street Planned Unit Development (sometimes also referred to as the Development).

As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined in Section A below), which Developer and City agree are necessary in order to (1) achieve a recognizable and material benefit to the ultimate uses of the project, and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD regulations, (2) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (3) protect the natural environment and conserve natural resources, (4) ensure compatibility with adjacent uses of land, (5) promote use of the Property in a socially and economically desirable manner, and (6) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq and the relevant sections of the Alma City Code, Sections 60-108 and following.

For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property once it has been rezoned to the 319 E Downie Street Planned Unit Development, the parties have entered into this Development Agreement to be effective on the effective date of the



STATE OF MICHIGAN - GRATIOT COUNTY
RECEIVED
12/11/2020 11:34:46 AM
MARY MERCHANT - REGISTER OF DEEDS

City's Zoning Ordinance amendment, granting rezoning of the Property to the 319 E Downie Street Planned Unit Development.

Now, therefore, as an integral part of the grant of the rezoning of the Property and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article V of the City of Alma Zoning Ordinance, Sections 60-108 and following, as amended.
2. The approved PUD plans for the 319 E Downie Street Planned Unit Development, as attached, and as approved by the Alma City Commission (PUD Plans).
3. The Permit Conditions for the 319 E Downie Street Planned Unit Development.
4. This Development Agreement for the 319 E Downie Street Planned Unit Development.
5. All applicable City ordinances and all design standards for the 319 E Downie Street area of City, of which this PUD is a part.
6. Any and all conditions of the approval of the Alma City Commission and Planning Commission pertaining to the Development as reflected in the official minutes of such meetings.
7. Recordation with the Gratiot County Register of Deeds office, of an affidavit by the owner of the Property on the effective date of the rezoning, approved by the City Attorney, containing the legal description of the entire project, specifying the date of approval of the 319 E Downie Street Planned Unit Development, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Ordinance Granting the 319 E Downie Street Planned Unit Development, and the PUD Documents referenced in that Ordinance.
8. The Ordinance Granting the 319 E Downie Street Planned Unit Development.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the PUD Documents, and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between

respective provisions of the PUD Documents, or between provisions of the PUD Documents and City ordinances, interpretation shall be based on the more strict regulation of the Property and interpretation shall be subject to the reasonable discretion of the Alma City Commission.

B. Effect of PUD Approval. The Ordinance Granting the 319 E Downie Street Planned Unit Development reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the PUD Documents referenced in the Ordinance.

C. Land Use. Within the Development, all buildings and site amenities shall be laid out, situated, and designed as described on the approved PUD Plan and corresponding site plans for the development. The permitted density and land use mix shall be as described in detail in the permit conditions in the Ordinance Granting the 319 E Downie Street Planned Unit Development (Permit Conditions).

D. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, at Developers expense. All of the forgoing improvements shall be designed and constructed in accordance with the approved PUD plan and all applicable city, state and county standards, codes, regulations, ordinances and laws.

G. Drives and Parking Areas.

1. The drive and parking areas within and for the Development shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of City, the PUD Documents, and the approved PUD Plan. The drive and parking areas shall be constructed by Developer at Developer's sole cost and shall be completed, to Gratiot County Road Commission's specifications for roads and parking areas generally, and approved by the City of Alma prior to issuance of any certificate of occupancy.

2. Developer and any assigns and transferees of Developer shall be responsible for any and all maintenance and repair of the drive and parking areas once they are constructed, and any reconstruction, or other causes, in the future.

3. During construction, and prior to completion of the paving of the drive and parking areas, Developer shall maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep all adjacent streets free of debris and repair any damage, subject to the City of Alma and/or Gratiot County Road Commission requirements, caused by construction activities on or for the property, and use of adjacent streets for construction purposes. If Developer fails to so maintain and repair the drive, parking areas or adjacent streets as required by this section, in addition to any enforcement authorization or remedy available to

the City, the City may issue a stop work order and/or withhold issuance of further approvals, permits and occupancy certificates for the development until such failure is cured to the reasonable satisfaction of the City.

H. Storm Water Drainage. Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan.

I. Walkways. The Developer shall, at its sole expense, construct walkways from the porch of each structure in the development, to the sidewalk as depicted in the approved PUD plans and in the PUD documents. Said walkways shall be maintained and repaired in a safe, unobstructed and passable condition by Developer, and Developer's successor owners of the property, at their sole expense. If Developer fails to maintain or repair the walkway as required by this section, in addition to any enforcement authorization or remedy otherwise available, the City may issue stop work orders, and/or withhold issuance of further approvals, permits, and occupancy certificates for the development until such failure is cured to the reasonable satisfaction of the City.

K. City Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, City may serve written notice on Developer, setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Commission, to allow Developer an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended, and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. Following the hearing described above, if the City Commission determines that the obligation has not been fulfilled or failure corrected with the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall then have the power and authority but not the obligation, to take any or all of the following actions, in addition to any action authorized under city ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by City to be appropriate. The cost and expense of making and financing such actions by City, including notices by City and legal fees incurred by City, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written

notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of City, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit if City prevails.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from City and shall be afforded an opportunity to timely correct. In the event City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by City in connection with such suit.

3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

L. Enforcement; Severability. Any failure or delay by City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish zoning ordinance regulations applicable to the Development. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

M. Access to Property. In all instances in which City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements and at any time throughout the period of development and construction of any part of the Development, City and its contractors, representatives, consultants, and agents shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the PUD Documents.

N. Agreement Jointly Drafted. Developer has negotiated with City the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and City. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and

Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to City's legitimate interests in protecting the public health, safety, and general welfare.

O. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, City, in the reasonable exercise of its discretion, shall determine the regulations of City's Zoning Ordinance, as that Ordinance may have been amended, or other City ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of City, shall apply.

P. Warranty of Ownership. Developer warrants that it is the owner in fee simple of the Property described on the attached Property Description Exhibit.

Q. Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of City and its successors, Developer, all future owners, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. An affidavit providing notice of the rezoning of the Property, the PUD Documents, this Development Agreement, and the general obligations relating to the PUD shall be executed by the property owners and may be recorded by any of the undersigned parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is

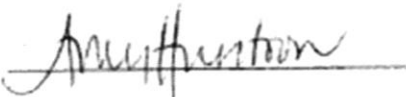
consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

R. Single Ownership and/or Control of PUD Property. Developer represents and warrants to City that the single ownership and/or control of the Property has been vested solely in Developer in accordance with and for all purposes necessary to satisfy Article V of City of Alma Zoning Ordinance, and Developer is fully authorized and empowered to rezone and develop the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the 319 E Downie Street Planned Unit Development as submitted to and as approved by the Alma City Commission. This representation may be relied on and enforced by the City of Alma.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date of the City Commission's adoption of the Ordinance Granting the 319 E Superior Street Planned Unit Development, and shall take effect on the effective date of City's Ordinance Granting the 319 E. Downie Planned Unit Development rezoning.

DEVELOPER:

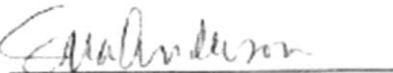
WITNESS:



Gemini Capital Management IX, LLC
A Michigan limited liability company

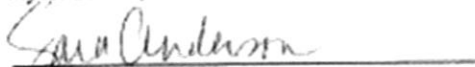

Ryan Smith
Its: Owner

WITNESS:



STATE OF MICHIGAN)
Grahet COUNTY)

Acknowledged before me in Grahet County, Michigan, on November 10,
2020 Gemini Capital Management IX, LLC, a Michigan limited liability Company by
Ryan Smith, its Owner on behalf of the limited liability company


Sara Anderson

Notary public, State of Michigan, County of Grahet
My commission expires 2-3-2022
Acting in the County of Grahet

WITNESS:

Amy Huntton

WITNESS:

M. Williams

CITY:

City of Alma, a Michigan municipal
corporation

Greg Mapes
Greg Mapes

Its: Mayor

Sara Anderson
Sara Anderson
Its: Clerk

STATE OF MICHIGAN)
GRATIOT COUNTY)

Acknowledged before me in Gratiot County, Michigan, on October 22, 2020,
by City of Alma, a Michigan municipal corporation by Greg Mapes its Mayor and Sara
Anderson, its Clerk, on behalf of the municipality.

Amy Huntton
Amy Huntton

Notary public, State of Michigan, County of Isabella
My commission expires 08-09-2027
Acting in the County of Gratiot

Drafted by:
**FORTINO, PLAXTON &
COSTANZO, PC**

Anthony G. Costanzo (P33538)
214 E. Superior St.
Alma, Michigan 48801
(989) 463-2101
agc@fpmc-law.com

When recorded return to:
Sara Anderson, Clerk
City of Alma
525 E. Superior St
Alma, Michigan 48801
(989) 463-8336

EXHIBIT A

PROPERTY DESCRIPTION

(319 E DOWNIE STREET)

BLOCK 10, Original Plat of the
City of Alma, according to the
recorded Plat thereof.

City of Alma

County of Gratiot

State of Michigan



City Clerk
989-463-8336
Fax
989-463-5574

CITY OF ALMA, MICHIGAN

525 E. Superior, Alma, MI 48801
www.myalma.org

Resolution

At a regular meeting of the City Commission of the City of Alma, Gratiot County, Michigan, held on the 13th day of October 2020:

PRESENT: Roger Allman, Roxann Harrington, Greg Mapes, Larry Mott, Nick Piccolo, Michelle Pitts, and Audra Stahl.
ABSENT: none.

2020-0130

Approval of Planned Unit Development Agreement for 319 E. Downie

Motion by Commissioner Pitts, seconded by Commissioner Allman, to adopt a resolution approving the Final PUD (Planned Unit Development) Plan for 319 E. Downie (29-51-344-577-00) and authorizing the Mayor and City Clerk to sign the Agreement for the 319 E. Downie Planned Unit Development on behalf of the City of Alma.

Yes: Allman, Harrington, Mapes, Mott, Piccolo, Pitts, and Stahl.
No: none.
Resolution declared adopted.

Certificate

I, Sara Anderson, City Clerk of the City of Alma, do hereby certify that the above resolution is a true and exact copy of a resolution adopted at a regular meeting of the Alma City Commission held on Tuesday, October 13, 2020 at 6:00 p.m.

A handwritten signature in cursive script, reading "Sara Anderson", is written over a horizontal line.

Sara Anderson, City Clerk, City of Alma



July 21, 2026

City of Alma
Attn: City Manager, City Clerk, and City Commission
525 East Superior Street
Alma, Michigan 48801

Re: Request to Rescind the 319 E. Downie Street Planned Unit Development and Restore the Property to R-1 Zoning

Dear City Commissioners:

Gemini Capital Management IX, LLC is the owner of the real property commonly known as 319 E. Downie Street, Alma, Michigan, legally described as:

Block 10, Original Plat of the City of Alma, according to the recorded plat thereof, City of Alma, County of Gratiot, State of Michigan.

In 2020, Gemini Capital Management IX, LLC requested and obtained approval of the 319 E. Downie Street Planned Unit Development, together with the related Planned Unit Development Agreement between Gemini Capital Management IX, LLC and the City of Alma. The agreement was recorded with the Gratiot County Register of Deeds on December 11, 2020, in Liber 1071, Pages 645 through 653.

Gemini Capital Management IX, LLC has determined that it will not proceed with development of the property under the approved PUD plan. Accordingly, we respectfully request that the City of Alma take the necessary action to:

- Rescind and repeal the ordinance approving the 319 E. Downie Street Planned Unit Development;
- Remove the PUD zoning designation from the property and restore the property to its original underlying R-1 zoning classification;
- Terminate and release the recorded PUD Agreement and all related PUD plans, permit conditions, restrictions, approvals, and obligations; and
- Authorize the preparation and recording of an appropriate termination, release, or other instrument with the Gratiot County Register of Deeds confirming that the PUD Agreement is no longer effective or binding upon the property.

Gemini Capital Management IX, LLC formally withdraws its support for and consent to any continued development of the property pursuant to the existing PUD approval. No construction or development has occurred in reliance upon the approved PUD, and the development contemplated by the PUD will not be pursued.

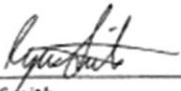
Please place this request on the agendas of the Planning Commission and City Commission, as applicable, and advise Ryan Smith of any application, hearing, documentation, or fee required to complete the rescission, rezoning to R-1, and termination process.



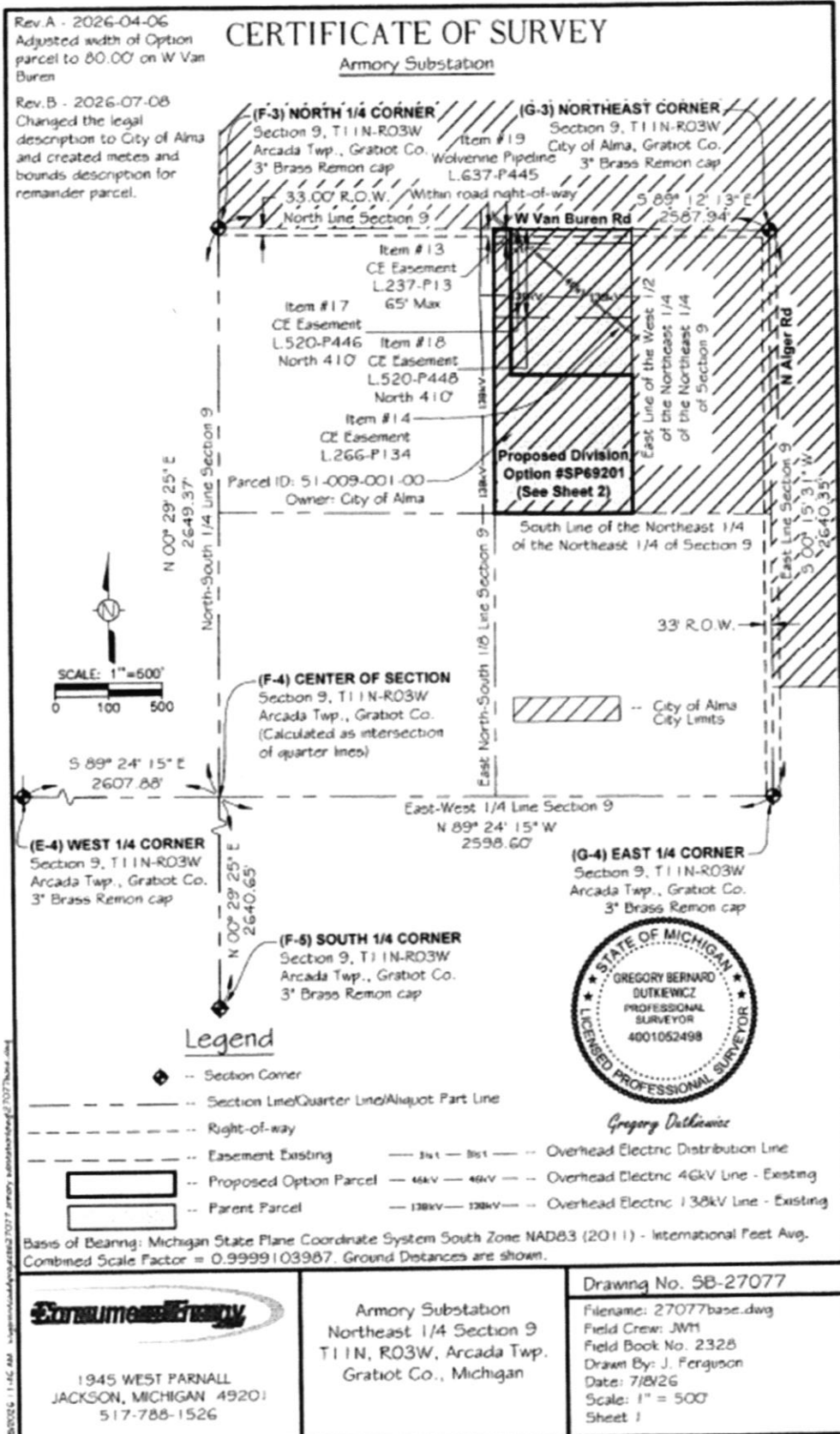
We appreciate the City's assistance and request written confirmation of the process and anticipated schedule for completing this matter.

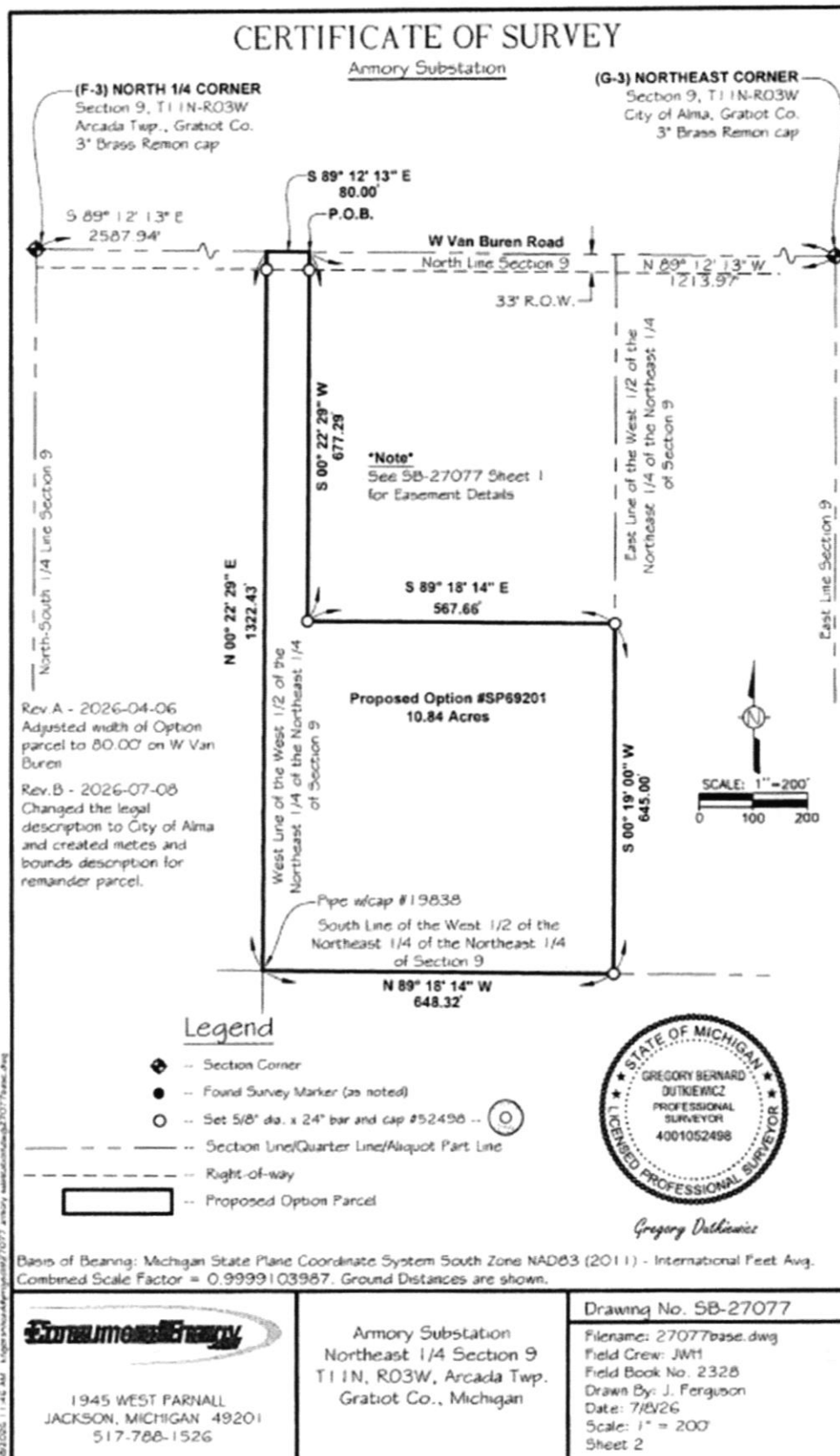
Sincerely,

GEMINI CAPITAL MANAGEMENT IX, LLC

By: 
Ryan Smith
Its: Member

325 Enterprise Drive
Breckenridge, Michigan 48615





Rev. A - 2026-04-06
Adjusted width of Option
parcel to 80.00' on W Van
Buren

CERTIFICATE OF SURVEY

Armory Substation

Rev. B - 2026-07-08
Changed the legal
description to City of Alma
and created metes and
bounds description for
remainder parcel.

Legal Description: Proposed Division - Option # SP59201

A parcel of land located in the Northeast 1/4 of Section 9, Township 11 North, Range 3 West, City of Alma, Gratiot County, Michigan, described as:

Commencing at the Northeast Corner of said Section 9; thence North 89°12'13" West, along the North Line of said Section 9, 1213.97 feet to the **POINT OF BEGINNING**; thence South 00°22'29" West 677.29 feet; thence South 89°18'14" East 567.86 feet to the East Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence South 00°19'00" West, along said East Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9, 645.00 feet to the South Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence North 89°18'14" West, along said South Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9, 648.32 feet to the West Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence North 00°22'29" East, along said West Line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9, 1322.43 feet to the North Line of said Section 9; thence South 89°12'13" East, along said North line of Section, 80.00 feet to the **POINT OF BEGINNING**. Said parcel contains 10.84 acres of land.



Gregory Dutkiewicz

Basis of Bearing: Michigan State Plane Coordinate System South Zone NAD83 (2011) - International Feet Avg.
Combined Scale Factor = 0.9999103967. Ground Distances are shown.

Consumers Energy

1945 WEST PARNALL
JACKSON, MICHIGAN 49201
517-788-1526

Armory Substation
Northeast 1/4 Section 9
T11N, R03W, Arcada Twp.
Gratiot Co., Michigan

Drawing No. 5B-27077

Filename: 27077base.dwg
Field Crew: JWM
Field Book No. 2328
Drawn By: J. Ferguson
Date: 7/8/26
Sheet 3

2026-07-11 11:45 AM \\sp59201\sp59201.dwg 27077 armory substation.dwg 27077.dwg

Rev.A - 2026-04-06 Adjusted width of Option parcel to 80.00' on W Van Buren Rev.B - 2026-07-08 Changed the legal description to City of Alma and created metes and bounds description for remainder parcel.		CERTIFICATE OF SURVEY <u>Armory Substation</u>	
Corners of the United States Public Land Survey - Section 9, T11N, R03W, Arcada Township, Gratiot County, MI			
(E-4) West 1/4 Corner , Recorded in Liber 783, Page 30, Gratiot County Records Found pipe w/3" Brass Remonumentation cap in monument box			
Pipe by Carsonite Marker	S 80° E	32.14 feet	
Pipe by Carsonite Marker	N 50° E	45.31 feet	
Northeast corner of barn foundation	S 15° W	422.15 feet	
(E-05) - Remonumentation cap	SOUTH	2641.49 feet	
(E-03) - Remonumentation cap	NORTH	2641.56 feet	
(F-3) North 1/4 Corner , Recorded in Liber 895, Page 648, Gratiot County Records Found pipe w/3" Brass Remonumentation cap in c/l Van Buren Road			
Set Nail & Tag CE #52498 in Southwest face of communication pole	N 60° W	122.91 feet	
Nail & Tag #17741 in South face of utility pole	N 85° E	175.00 feet	
Pipe by Carsonite Marker	S 60° E	49.43 feet	
Pipe by Carsonite Marker	S 43° W	21.90 feet	
(F-5) South 1/4 Corner , Recorded in Liber 840, Page 579, Gratiot County Records Found 3" Brass Remonumentation cap in monument box 6.0' +/- North of centerline of Harrison Road			
Nail & Tag #17741 in West face of utility pole	NORTH	51.68 feet	
Nail & Remonumentation Tag in Northeast face of Poplar	S 51° E	75.88 feet	
Found iron w/cap #19838	SOUTH	33.00 feet	
Gas pipeline marker	N 31° W	21.50 feet	
(G-3) Northeast Corner , Recorded in Liber 761, Page 1293, Gratiot County Records Found 3" Brass Remonumentation cap in monument box in c/l of Alger Road & Van Buren Road			
Set Nail & Tag CE #52498 in southwest face of LVD pole	N 20° W	74.72 feet	
Set Nail & Tag CE #52498 IN South face of 6" diameter anchor post	N 80° E	37.06 feet	
Set Nail & Tag CE #52498 IN West face of communications utility pole	S 10° E	78.92 feet	
Top center of fire hydrant	S 20° W	81.02 feet	
(G-4) East 1/4 Corner , Recorded in Liber 761, Page 1291, Gratiot County Records Found 3" Brass Remonumentation cap in monument box 0.7' +/- East of c/l of Alger Road			
Nail & Tag #17441 in Northeast face of Maple	N 36° W	46.70 feet	
Nail & Tag #30104 in Northeast face of Triple Maple	N 40° W	42.98 feet	
Nail & Tag #30104 in North face of Twin Box Elder	S 66° E	34.37 feet	
Nail & Tag #30104 in Southeast face of Elm	N 75° E	37.06 feet	
 Gregory Dutkiewicz			
Basis of Bearing: Michigan State Plane Coordinate System South Zone NAD83 (2011) - International Feet Avg. Combined Scale Factor = 0.9999103967. Ground Distances are shown.			
 1945 WEST PARNALL JACKSON, MICHIGAN 49201 517-788-1526		Armory Substation Northeast 1/4 Section 9 T11N, R03W, Arcada Twp. Gratiot Co., Michigan	
		Drawing No. SB-27077 Filename: 27077base.dwg Field Crew: JMH Field Book No. 2328 Drawn By: J. Ferguson Date: 7/8/26 Sheet 4	

Rev.A - 2026-04-06
Adjusted width of Option
parcel to 80.00' on W Van
Buren

Rev.B - 2026-07-08
Changed the legal
description to City of Alma
and created metes and
bounds description for
remainder parcel.

CERTIFICATE OF SURVEY

Armory Substation



Gregory Dutkiewicz

Legal Description: Remainder Parcel

A parcel of land located in the Northeast 1/4 of Section 9, Township 11 North, Range 3 West, City of Alma, Gratiot County, Michigan, described as:

Commencing at the Northeast Corner of said Section 9; thence North 89°12'13" West, along the North Line of said Section 9, 646.99 feet to the **POINT OF BEGINNING**; thence South 00°19'00" West 676.30 feet; thence North 89°18'14" West 567.86 feet; thence North 00°22'29" East 677.29 feet to said North Line of Said Section 9; thence South 89°12'13" East, along said North line of Section, 566.99 feet to the **POINT OF BEGINNING**. Said parcel contains 8.81 acres of land.

Fidelity National Title Insurance Company

Commitment #474040GRS Revision No.2 Dated April 22, 2026 8:00 AM:

Schedule B - Part II Exceptions:

13. Right(s) of Way and/or Easement(s) and the rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Liber: 237, Page: 13. **Encumbers subject parcel. (As shown)**
14. Right(s) of Way and/or Easement(s) and the rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Liber: 266, Page: 134. **Encumbers subject parcel. (As shown)**
15. Oil and Gas Lease recorded in Liber 432, Page 597, Gratiot County Records together with any Assignments, Assignments of Working Interest, Assignments of Overriding Royalty Interest, Pooling Agreements, and/or Mortgages and Security Assignments affecting said lease, whether recorded or unrecorded. Addendum recorded in Liber 432, Page 599. Correction of Description recorded in Liber 433, Page 203. **Encumbers subject parcel.**
16. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 477, Page 1458.
This is a Warranty Deed that references the above Leases and Easements in Exhibit B
17. Right(s) of Way and/or Easement(s) and the rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Liber: 520, Page: 446. **Encumbers subject parcel. (As shown)**
18. Right(s) of Way and/or Easement(s) and the rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Liber: 520, Page: 448. **Encumbers subject parcel. (As shown)**
19. Assignment of Rights of Way and Easements as recorded in Liber 637, Page 445.
Encumbers subject parcel. (As shown)
20. Easement, terms, conditions and provisions which are recited in Memorandum of Option recorded in Instrument No. 2025R-05570. First Amendment to Option Agreement recorded in Instrument No. _____ (to be recorded) - **Exhibit A-1 does not reflect the latest survey for this option parcel.**

Basin of Bearing: Michigan State Plane Coordinate System South Zone NAD83 (2011) - International Feet Avg.
Combined Scale Factor = 0.9999103957. Ground Distances are shown.

Consumers Energy
1945 WEST FARNALL
JACKSON, MICHIGAN 49201
517-788-1526

Armory Substation
Northeast 1/4 Section 9
T11N, R03W, Arcada Twp.
Gratiot Co., Michigan

Drawing No. SB-27077

Filename: 27077base.dwg
Field Crew: JWH
Field Book No. 2328
Drawn By: J. Ferguson
Date: 7/8/26
Sheet 5

7/8/2026, 11:45 AM Superintendant Gregory Dutkiewicz 27077 Armory Substation.dwg 27077 Title.dwg

Rev.A - 2026-04-06
Adjusted width of Option
parcel to 80.00' on W Van
Buren

CERTIFICATE OF SURVEY

Armory Substation

Rev.B - 2026-07-08
Changed the legal
description to City of Alma
and created metes and
bounds description for
remainder parcel.

Certificate of Survey

I hereby certify to Consumers Energy Company and Fidelity National Title Insurance Company, that we have surveyed a parcel of land previously described in Liber 540, Page 1291, Gratiot County Records and excepting out Liber 569, Page 198, Gratiot County records in Fidelity National Title Insurance Company Commitment Number 474040GRS Revision No.2, dated April 22, 2026 at 08:00 AM as:

The Land is described as follows:

Located in the City of Alma, County of Gratiot, State of Michigan,

The East 1/2 of the Northeast 1/4, EXCEPT the East 1/2 of the Northeast 1/4 of the Northeast 1/4, Section 9, Town 11 North, Range 3 West, Arcada Township, Gratiot County, Michigan. ALSO EXCEPT the Southeast 1/4 of the Northeast 1/4, Section 9, Town 11 North, Range 3 West, Arcada Township, Gratiot County, Michigan.

and that we performed the field work for this survey on August 26, 2025, and August 27, 2025, have set or recovered permanent markers at the corners of the option parcel and that an accurate and concise description of the surveyed parcel is given hereon.

The relative positional precision of each corner is within the limits accepted by the practice of professional surveying.

This survey complies with the requirements of Act 132 of P.A. 1970, as amended.

Gregory B. Dutkiewicz, PS No. 4001052498



Gregory Dutkiewicz

Base of Bearing: Michigan State Plane Coordinate System South Zone NAD83 (2011) - International Feet Avg.
Combined Scale Factor = 0.9999103987. Ground Distances are shown.



1945 WEST PARNALL
JACKSON, MICHIGAN 49201
517-788-1526

Armory Substation
Northeast 1/4 Section 9
T11N, R03W, Arcada Twp.
Gratiot Co., Michigan

Drawing No. 5B-27077

Filename: 27077base.dwg
Field Crew: JWM
Field Book No. 2328
Drawn By: J. Ferguson
Date: 7/8/26
Sheet 6

7/8/2026 11:44 AM k:\survey\alma\alma27077\armory substation\alma27077base.dwg

OPTION AGREEMENT
Armory Substation

Order # 43508365
Option # SP69201
Parcel # 51-009-001-00
Agreement # M100000084132

THIS OPTION AGREEMENT is given this 26th day of August, 2025, by and between CITY OF ALMA, a Municipal Corporation, whose address is 525 East Superior Street, Alma, Michigan 48801 ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

Owner and Optionee agree to the following:

1. In consideration of the sum of \$ 10,000.00 paid by Optionee to Owner, the receipt of which Owner acknowledges, Owner hereby grants to Optionee and its assigns the exclusive right and option ("Option"), during a period that begins on the date hereof and continues through Aug 31, 2026 ("Term"), to purchase and acquire land ("Premises"), with all easements, rights, and appurtenances, in the City of Alma, County of Gratiot, and State of Michigan, described on Exhibit A, attached hereto, for the sum of \$130,000.00 ("Purchase Price").

2. On payment or tender to Owner, in currency or check, of the Purchase Price during the Term of this Option (or any extension of such Term), Owner shall convey the Premises to Optionee by a good and sufficient warranty deed, properly executed by Owner in form for recording. Said warranty deed shall convey to Optionee an unencumbered marketable title in fee simple to the Premises. Said warranty deed shall grant to Optionee the right to make all available divisions of the conveyed land under section 108 of the Land Division Act, 1967 PA 288, as amended. Unless otherwise agreed to in writing, Optionee will at its own expense prepare the warranty deed and a closing statement. Owner will be responsible for any attorney fees or other costs that Owner incurs in connection with Owner's review of the warranty deed or other documents related to this Option. Owner will pay all transfer taxes. Optionee will pay any recording fees, escrow, closing fees, and charges associated with Optionee acquiring any title insurance that Optionee, in its sole discretion, elects to purchase. After notification to Owner by Optionee of Optionee's exercise of this Option, Owner agrees to close at a mutually agreeable date which will be no more than 60 days from the date of notification. If Owner and Optionee agree to a closing date that falls after the Term or any extension of such Term, this Option will extend to the closing date at no additional cost.

3. Optionee shall have a period of 30 days following receipt of title insurance and survey in which to determine whether or not the title insurance and survey are acceptable to Optionee. In the event objections to the title or survey are raised by Optionee, Owner shall have 30 days to cure any such defects to the reasonable satisfaction of Optionee. If Owner is unable or unwilling to cure any defects noted by Optionee, then Optionee at that time may, at its sole discretion (a) waive any such defects, or (b) extend the period of time reasonably required to cure such defects, or (c) terminate this Option; whereupon neither party shall have any further obligation hereunder, and the Option fee shall be promptly returned to Optionee.

4. Rents, association fees (homeowner's, condominium owners, or otherwise), road maintenance fees, and bills for fuel, sewer, water, and other utilities shall be adjusted as of the date of Closing. Owner shall be responsible for all of the aforementioned fees prior to and including the day of Closing. Unless otherwise specified herein, all special assessments including sewer, riser, and benefit charges, and all taxes other than current year property taxes, which are a lien at the date of Closing shall be paid by Owner. Current year property taxes shall be prorated and paid in the manner customarily done in Gratiot County.

RFM 10/01/2024
Revised 2/04/2025

M184132

5. It is understood that the description of the Premises on Exhibit A hereto may be indefinite or approximate. If Optionee has the Premises surveyed, then Optionee may elect to use the survey as the basis for the description of the Premises in the warranty deed to be delivered by Owner to Optionee if Optionee exercises this Option.

6. Optionee shall have the right, at Optionee's expense, during the Term of this Option (or any extension thereof) to enter upon the Premises to perform such surveys, soil borings, studies of solar energy emitted upon the Premises, cultural and/or archaeological studies, meteorological measurements and studies, and environmental tests (including but not limited to soil and water testing) as Optionee deems necessary or desirable. Owner will not hinder and agrees to assist and cooperate with Optionee, at no cost to Optionee, in its efforts to develop the Premises for any intended future use, at Optionee's discretion, and to obtain all necessary governmental approvals, zoning changes, lot splits, or permits for said use of the Premises. Assistance and cooperation may include, but may not be limited to, attending and/or testifying at any necessary municipal hearing or meeting if so requested by Optionee. During the Term of this Option, other than those pursued by Optionee, Owner agrees not to seek any approvals, changes, or alternations in governmental programs, permits, zoning, or lot splits related to the Premises.

7. Optionee shall pay compensation, based on market rates, for all growing crops situated on the Premises that are damaged or destroyed by Optionee during any of the activities permitted in Paragraph 6 herein. Growing crops shall not mean i) trees growing on the Premises or ii) vegetation used in landscaping.

8. During the term of this Option, except as otherwise consented to by Optionee in writing, Owner shall not materially alter the ground elevation on the Premises in any manner. Owner further agrees that during the Term of this Option, unless otherwise consented to by Optionee, Owner shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, installation or any other type of structure on the Premises and/or release or alter any easements benefiting or providing ingress and egress to the Premises.

9. Except as otherwise disclosed by Owner prior to the commencement of this Option, Owner represents and warrants that the Premises is not encumbered by any mortgage, deed of trust, lien securing indebtedness or obligation, PA 116 agreement, and/or any other property interest or government program that would otherwise interfere with or prohibit Optionee's use and development of the Premises. During the Term of this Option, Owner shall not grant or permit, or otherwise amend, extend, or waive any rights with respect to, any easement, lien, or encumbrance against the Premises without the prior written consent of Optionee.

10. Owner represents and warrants that except as disclosed in writing by Owner to Optionee prior to the date of this Option: (i) to the best of its knowledge, there have been no hazardous materials of any kind deposited on, under, over and in Owner's Property; (ii) Landowner owns one hundred percent fee simple title to the Premises, has all necessary power and authority to execute this Option, grant the Option, without the further consent of any third party (iii) the entry or performance of this Option by Owner will not breach any other agreement with any other party or create a violation of any applicable law or regulation or; (iv) there are no pending and, to the best of Owner's knowledge, threatened actions, suits, arbitration, claims or proceedings, at law, in equity or otherwise that would adversely affect the Premises or Owner's ability to perform the obligations hereunder; (v) Owner has received no notice of any violation of any applicable laws, ordinances, rules, requirements, regulations and building codes of any governmental agency, body or subdivision having jurisdiction over the Premises; (vi) Owner has received no written notice of any special assessments or charges which have been levied against the Premises or which will result from work, activities or improvements done to or for the benefit of the Premises; and (vii) Owner has not entered into any agreement with a third party to sell or lease the Premises or granted any right of first refusal or first offer to any third party.

11. Optionee may elect, at any time during the Term of this Option (or any extension thereof) to pay the Purchase Price (less transfer taxes which are Owner's responsibility as set forth above, and less any amounts that Optionee may at its sole option elect to pay to remove defects in title) to a bank, a title insurance company, or an agent for a title insurance company ("Depository"), in escrow, on the condition that the Depository will pay over said sum to Owner upon (i) delivery by Owner to Optionee or to the Depository of the warranty deed described hereinabove, and (ii) receipt by Optionee or by the Depository of proof of payment all fees and other monies due as set forth in paragraph 4 above, releases of any liens, receipts for the payment of unpaid property taxes or assessments, and other title curative documents as are needed for Optionee to receive unencumbered marketable title to the Premises in the condition mentioned above. Such deposit shall constitute payment in full of the Purchase Price the same as if payment had been made directly to Owner, and Optionee, upon making such deposit, shall have the immediate right to take possession of the Premises.

12. If Optionee exercises this Option and purchases the Premises, the sum paid by Optionee as consideration for this

Option, together with any sum paid by Optionee to extend the Term of this Option, shall be credited against the Purchase Price. If Optionee does not exercise this Option, Owner shall retain the consideration paid for this Option and any sum paid to extend this Option as liquidated damages, and neither party hereto shall have any claim against the other. In addition, at Optionee's election and without limiting any other rights of Optionee, Owner shall refund to Optionee the sum paid by Optionee for the granting of this Option and any sum paid by Optionee for extension of the Term of this Option if Optionee does not exercise this Option because Owner is unable to convey unencumbered marketable title in the condition set forth in Paragraph 3 of this Option, and/or if Optionee is unable to obtain any ALTA title endorsements that it, in its sole discretion, deems necessary, and/or Owner has breached any of the covenants set forth in Paragraph 8 of this Option.

13. Optionee may extend the Term of this Option for an additional ~~N/A~~ one-year terms, each from and after the expiration of the preceding Term, by paying Owner, in currency or check, the sum of \$_____ at any time prior to expiration of the preceding Term of this Option. Optionee may make such payment to Owner in person, or by sending same by registered or certified mail, return receipt requested, to Owner's address set forth herein and the payment shall be deemed made upon such mailing.

14. Grantee's Right of First Refusal. If, at any time, Owner receives a bona fide written offer from any third-party (defined hereafter) to purchase all or part of the Property, Owner shall send Grantee a copy of the offer and notify Grantee of its intent to accept it. Third parties shall not include immediate family members (parent, child, or sibling), a Grantor or other Family Trust created for estate planning purposes, or an entity that is majority controlled by the Owner. Grantee shall have the right for thirty (30) days to match the terms of the offer, in writing. If Grantee does not elect to match the offer in writing within thirty (30) days, Owner may then sell the Property to the offeror of the bona fide written offer, provided that the sale is on the conditions specified in the contract sent to Grantee. After Grantee's failure to elect to exercise its right of first refusal granted hereunder, if Owner does not close the transaction with the offeror identified in the offer provided to Grantee, the right of first refusal shall be reinstated.

15. Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Optionee to exercise any of the rights and privileges granted herein, Optionee shall have the right to seek and obtain specific enforcement of this Option. Notwithstanding the foregoing, the Optionee may pursue any claims or causes of action which may be available to Optionee at law or in equity as a result of default by the Owner.

16. This Option and the exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or otherwise changed in any manner except by a writing executed by the parties hereto. The exhibits attached hereto are incorporated into this Option as if fully set forth herein.

17. If any of the provisions of this Option or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. This Option shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles. Any dispute arising out of or relating to this Option shall be brought exclusively in the state or federal courts having jurisdiction in Gratiot County, Michigan. The parties hereby consent to the jurisdiction and venue of such courts and waive any objections to the convenience of such forum.

19. The Option, together with the obligations imposed, shall be appurtenant to and run with the Premises during the Option Term and the benefits hereof shall accrue to and the obligations shall bind the heirs, successors, personal representatives and assigns of the parties hereto. Contemporaneously with the execution of this Option, Owner shall execute a Memorandum of Option and Optionee shall be permitted to record said Memorandum in the Gratiot County Register of Deeds.

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

Owner: CITY OF ALMA,
a Municipal Corporation

[Signature]
Signature

Greg S. Mayes
Print Name

Mayor
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Gratiot County, Michigan, on Oct. 14,
2025, by Greg S. Mayes Mayor of
Print Name Print Title

City of Alma, a Municipal Corporation, on behalf of the corporation.

SARA ANDERSON
Notary Public, State of Michigan
County Of Gratiot
My Commission Expires 02-08-2030
Acting in the County of Gratiot

[Signature]
Notary Public

Sara Anderson
Print Name Gratiot County, Michigan

Acting in Gratiot County

My Commission expires: February 8, 2030

Optionee: CONSUMERS ENERGY COMPANY, a
Michigan corporation

Signature

By: _____
Print name

Its: _____
Print title

Acknowledgement

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____,
20____, by _____, as _____ of Consumers Energy Company,
a Michigan corporation, for the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By:
Tabitha Metcalf, EP7-456, 3/19/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Timothy J. Voss
Revision 1: 06/16/2025 JL
Revision 2: 08/19/2025 JL

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A
Description of Premises

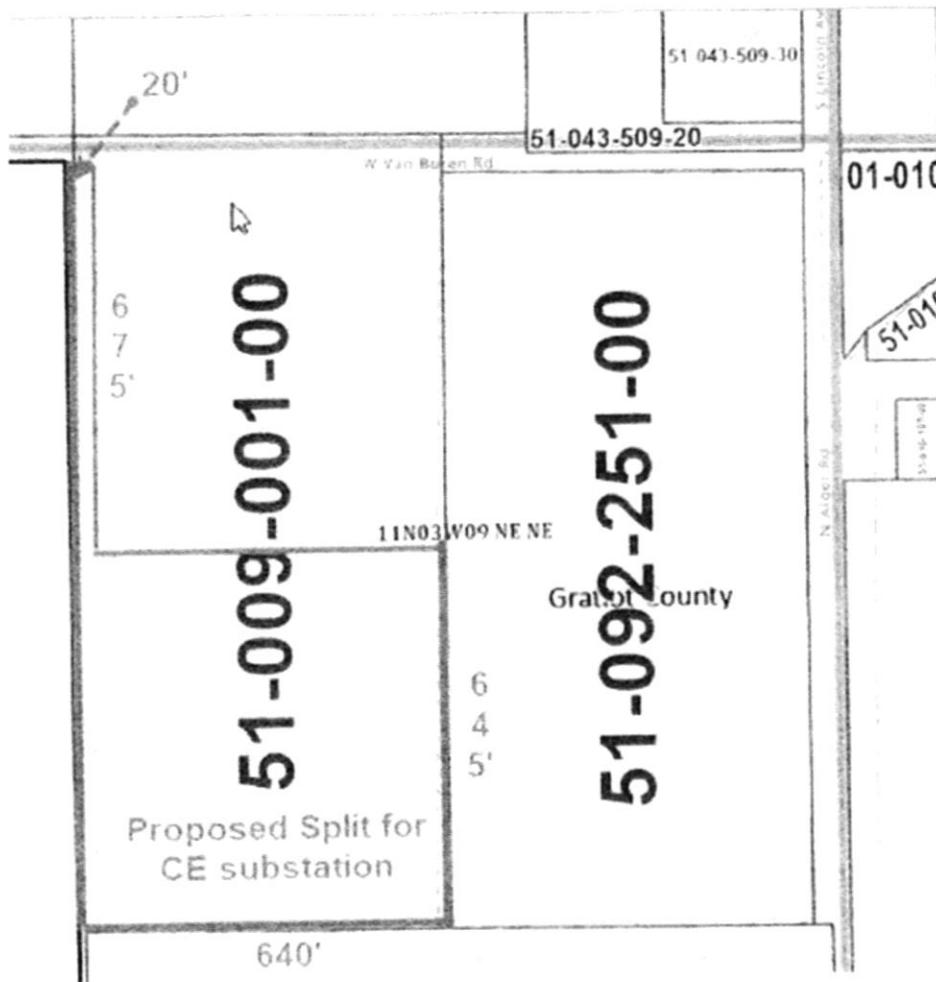
Land situated in the City of Alma, County of Gratiot, State of Michigan, described as follows:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Town 11 North, Range 3 West.

Parcel ID: 51-009-001-00

EXHIBIT A-1
Option Area

A 9.75-acre parcel of Owner's land as substantially depicted below.



RFM 10/01/2024
Revised 2/04/2025

M184132

MEMORANDUM OF OPTION
Armory Substation

Order # 43508365
Option # SP69201
Parcel # 51-009-001-00
Agreement # M100000084132

THIS MEMORANDUM OF OPTION ("Memorandum") is given this 26th day of August, 2025, by and between CITY OF ALMA, a Municipal Corporation, whose address is 525 East Superior Street, Alma, Michigan 48801 ("Owner") to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201-2357 ("Optionee").

Owner is the fee owner of that certain real property located in the City of Alma, County of Gratiot, State of Michigan more particularly described in the attached Exhibit A (the "Premises"), attached hereto. As generally depicted on the map attached hereto as Exhibit A-1 (the "Option Area").

Pursuant to that certain Option Agreement (the "Option Agreement") dated August 26, 2025, Optionee holds an option to purchase a tract or tracts of real property (expected to be approximately 17.50- acres, as selected by Optionee) located within the Premises on the terms therein stated, together with a permanent non-exclusive easement for ingress and egress over and across the Premises to access the tract or tracts purchased pursuant to the Option Agreement. The legal description of such tract or tracts shall be determined by a survey as provided in the Option Agreement.

During the term of the option, except as otherwise consented to by Optionee in writing, Owner shall not materially alter the ground elevation on the Premises in any manner. Owner further agrees that during the term of the option, unless otherwise consented to by Optionee, Owner shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, installation or any other type of structure on the Option Area and/or release or alter any easements benefiting or providing ingress and egress to the Option Area.

Except as otherwise disclosed by Owner prior to the commencement of the Option Agreement, Owner represents and warrants that the Option Area is not encumbered by any mortgage, deed of trust, lien securing indebtedness or obligation, PA 116 agreement, and/or any other property interest or government program that would otherwise interfere with or prohibit Optionee's use and development of the Option Area. During the term of the Option Agreement, Owner shall not grant or permit, or otherwise amend, extend, or waive any rights with respect to, any easement, lien, or encumbrance against the Option Area without the prior written consent of Optionee.

The term of the Option Agreement commenced on August 26, 2025 and shall expire on August 26, 2036.

Owner and Optionee have executed this Memorandum to provide record notice of the existence of the Option Agreement. This Memorandum of Option may be executed in counterparts.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Owner has executed this instrument as of the date first above written.

Owner: CITY OF ALMA,
a Municipal Corporation

[Signature]
Signature

Greg S. Mapes
Print Name

Mayor
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Gratiot County, Michigan, on 8-16
2026, by Greg S. Mapes Mayor of
Print Name Print Title

City of Alma, a Municipal Corporation, on behalf of the corporation.

SARA ANDERSON
Notary Public, State of Michigan
County Of Gratiot
My Commission Expires Feb 8, 2030
Acting in the County of Gratiot

Sara Anderson
Notary Public
Print Name Sara Anderson
Gratiot County, Michigan
Acting in Gratiot County
My Commission expires: Feb. 8, 2030

Optionee: CONSUMERS ENERGY COMPANY, a
Michigan corporation

Signature

By: _____
Print name

Its: _____
Print title

Acknowledgement

The foregoing instrument was acknowledged before me in _____ County, Michigan, on
_____, 20____, by _____ as _____ of
Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By:
Tabitha Metcalf, EP7-456, 3/19/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Timothy J. Voss
Revision 1: 06/16/2025 JL
Revision 2: 08/19/2025 JL

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A
Description of Owners Property

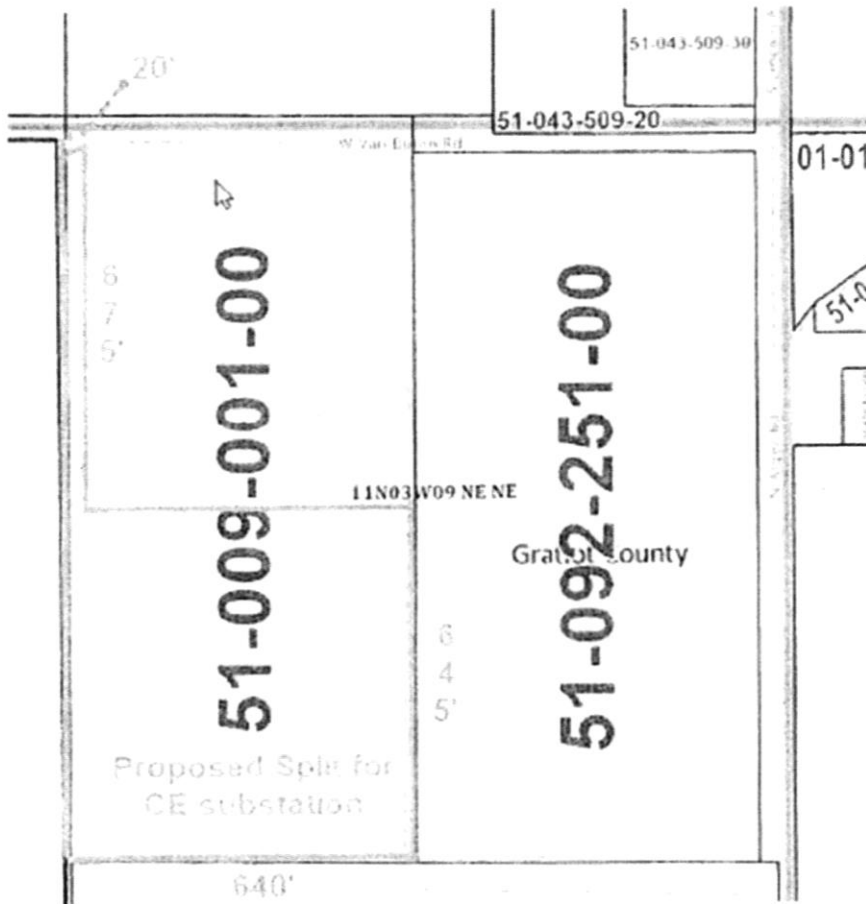
Land situated in the City of Alma, County of Gratiot, State of Michigan, described as follows:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Town 11 North, Range 3 West.

Parcel ID: 51-009-001-00

EXHIBIT A-1
Option Area

A 9.75-acre parcel of Owner's land as substantially depicted below.



RFM 10/01/2024
Revised 2/04/2025

M184132

Alma City Commission
Alma, Michigan
August 11, 2026

CONSUMERS ENERGY COMPANY
ONE ENERGY PLAZA
JACKSON, MI 49201

000035



101-728.000-677.000

09/08/2025

Page 1

CITY OF ALMA
525 E. SUPERIOR ST
ALMA, MI 48801

PAYMENT INQUIRIES accountspayable@cmsenergy.com

PO NUMBER	INVOICE NO.	EXTENDED INVOICE NO.	INVOICE DATE	GROSS AMOUNT	DISCOUNT AMOUNT	RETAINER AMT HELD	NET AMOUNT
0000486803			09/05/2025	10,000.00	0.00	0.00	10,000.00
ADDITIONAL MEMO							
FEE FOR OPTION ON PARCEL # 57-009-007-00							
Total							\$10,000.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 1202396101 ATTACHED BELOW

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



CONSUMERS ENERGY COMPANY
ONE ENERGY PLAZA
JACKSON, MI 49201

56-1544
441

JPMorgan Chase Bank, N.A.
Columbus OH

No. 1202396101

09/08/2025

TEN THOUSAND and 0/100 DOLLARS

\$10,000.00

PAY TO
THE
ORDER
OF
CITY OF ALMA
525 E. SUPERIOR ST
ALMA, MI 48801

Jason M. Shore

AUTHORIZED SIGNATORY



1202396101 10441154431

9372719631

FIRST AMENDMENT TO OPTION AGREEMENT
Armory Substation

Order # 43508365
Option # SP69201
Parcel # Part of 51-009-001-00
Agreement #MI00000084132

THIS FIRST AMENDMENT TO OPTION AGREEMENT (hereinafter the "First Amendment") is made and entered into this 4th day of June, 2026, by and between CITY OF ALMA, a Municipal Corporation, whose address is 525 East Superior Street, Alma, Michigan 48801, (hereinafter collectively, "Owner") and CONSUMERS ENERGY COMPANY, a Michigan corporation, whose address is One Energy Plaza, Jackson, Michigan 49201-2357, (hereinafter "Optionee").

WHEREAS, Owner is the fee owner of that certain real property located in the City of Alma, County of Gratiot, State of Michigan more particularly described in the attached Exhibit A (hereinafter the "Premises").

WHEREAS, Owner and Optionee entered into an Option Agreement (hereinafter the "Agreement") dated August 26, 2025, as evidenced by a Memorandum of Option recorded November 3, 2025, as Instrument Number 2025R-05570, Gratiot County Records.

WHEREAS, Owner and Optionee desire to amend the Option Area being acquired (approximately 10.84 acres, as selected by Optionee), as generally depicted on the map attached hereto as the First Amendment to Exhibit A-1 (hereinafter the "Amendment to Exhibit A-1"), subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Owner and Optionee hereby agree as follows, notwithstanding anything to the contrary contained in the Agreement.

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Exhibit A-1 to the Agreement is hereby replaced in its entirety by the Amendment to Exhibit A-1 attached hereto.
3. Owner represents and warrants that it is the lawful fee simple owner of the Premises, and that it has the right and authority to enter into this First Amendment.
4. This First Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
5. The Agreement, together with the obligations imposed, shall be appurtenant to and run with the Premises during the Option Term and the benefits hereof shall accrue to and the obligations shall bind the heirs, successor, personal representatives and assigns of the parties hereto. Contemporaneously with the execution of this First Amendment, Owner shall execute a First Amendment to Memorandum of Option and Optionee shall be permitted to record said First Amendment to Memorandum of Option in the Gratiot County Register of Deeds.

[Signatures on following pages]

RFM 05/20/2025
RFM 03/03/2026

MI00000084132

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and have affixed their respective signatures as of the day and year first above written.

Owner: CITY OF ALMA,
a Municipal Corporation

[Signature]
Signature

Greg S. Mape
Print Name

Mayor
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Gratiot County, Michigan, on 6-9
2026, by Greg S. Mape, Mayor of
Print Name Print Title

City of Alma, a Municipal Corporation, on behalf of the corporation.

Sara Anderson
Notary Public

Sara Anderson
Print Name

Gratiot County, Michigan

Acting in Gratiot County

My Commission expires: Feb 8, 2030

SARA ANDERSON
Notary Public, State of Michigan
County Of Gratiot
My Commission Expires 2-8-2030
Acting in the County of Gratiot

Optionee: CONSUMERS ENERGY COMPANY, a Michigan corporation

Signature

By: _____

Its: _____

Acknowledgement

The foregoing instrument was acknowledged before me in _____ County, Michigan, on _____, 20____, by _____ of Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By:
Julianne Langley, 04/09/2026
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Timothy J. Voss

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A
Description of Premises

Land situated in the City of Alma, County of Gratiot, State of Michigan, described as follows:

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Town 11 North, Range 3 West.

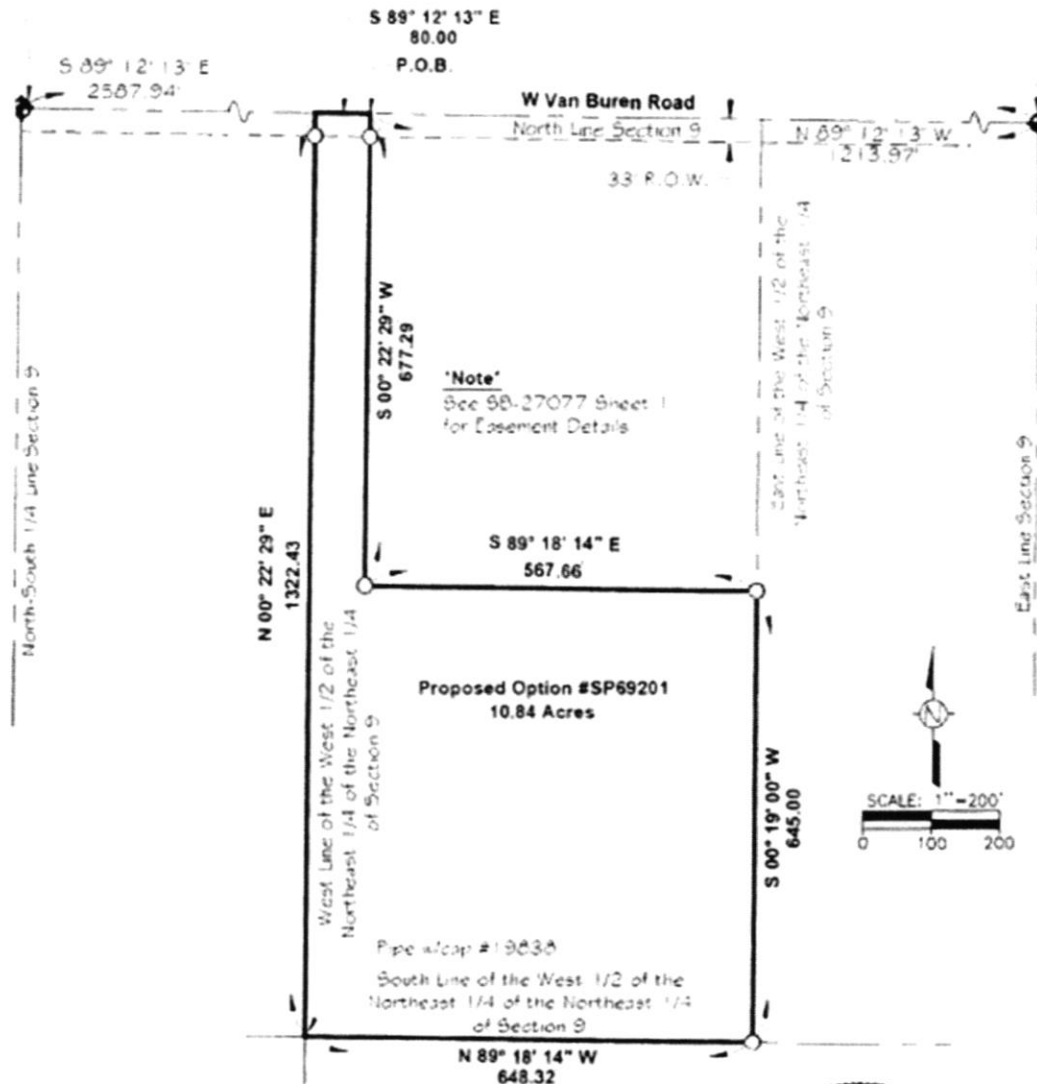
Parcel ID: 51-009-001-00

RFM 05/20/2025
RFM 03/03/2026

M100000084132

EXHIBIT A-1
Option Area

A 10.84-acre parcel of Owner's land as substantially depicted below.

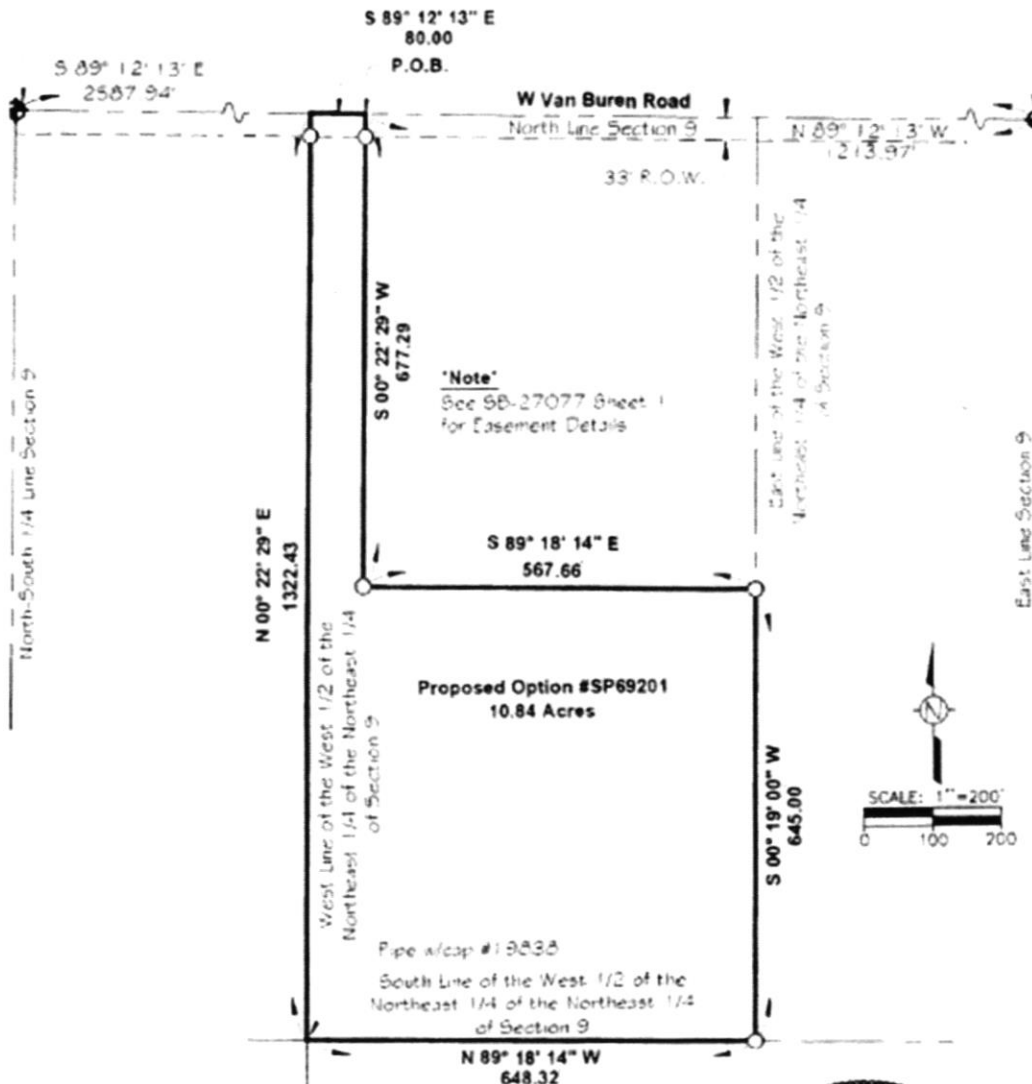


RFM 05/20/2025
RFM 03/03/2026

M100000084132

EXHIBIT A-1
Option Area

A 10.84-acre parcel of Owner's land as substantially depicted below.



RFM 05/20/2025
RFM 03/03/2026

M00000084132

Resolution 2026-0191
Exhibit E

FIRST AMENDMENT TO MEMORANDUM OF OPTION
Armory Substation

Order # 43508365
Option # SP69201
Parcel # Part of 51-009-001-00
Agreement #MI00000084132

By a certain Memorandum of Option, dated August 26, 2025, and recorded November 3, 2025, as Instrument Number 2025R-05570, Gratiot County Records, record notice was previously given that CITY OF ALMA, a Municipal Corporation, whose address is 525 East Superior Street, Alma, Michigan 48801, (hereinafter collectively, "Owner") and CONSUMERS ENERGY COMPANY, a Michigan corporation, whose address is One Energy Plaza, Jackson, Michigan 49201-2357, (hereinafter "Optionee") entered into an Option Agreement (hereinafter the "Agreement") dated August 26, 2025, whereas Owner granted to Optionee the exclusive right and option to purchase and acquire land or certain tracts of land (hereinafter the "Premises"), with all easements, rights, and appurtenances, in the City of Alma, County of Gratiot, and State of Michigan, described in Exhibit A attached hereto.

NOTICE IS HEREBY GIVEN that Owner and Optionee have now agreed to certain revisions to the Agreement, and for ease of reference, that they have amended the Agreement (to include all of their agreed-upon revisions as well as all unchanged provisions) in a certain First Amendment to Option Agreement dated June 9, 2026.

Said agreed upon revisions to the Agreement that are reflected in the First Amendment to Option Agreement does include a revision to the depiction of the land covered thereby, which is set forth in the attached Exhibit A-1 (hereinafter the "Option Area")

IN WITNESS WHEREOF, Owner and Optionee have executed this First Amendment to Memorandum of Option as of the above-mentioned date of the First Amendment to Option Agreement.

[Signature pages to follow]

RFM 05/20/2025
RFM 03/03/2026

MI00000084132

Owner: CITY OF ALMA,
a Municipal Corporation

[Signature]
Signature

Greg S. Mapes
Print Name

Mayor
Print Title

Acknowledgement

The foregoing instrument was acknowledged before me in Gratiot County, Michigan, on 6-4,
2026, by Greg S. Mapes Mayor of
Print Name Print Title

City of Alma, a Municipal Corporation, on behalf of the corporation.

Sara Anderson
Notary Public

Sara Anderson
Print Name

Gratiot County, Michigan

Acting in Gratiot County

My Commission expires: Feb 8, 2030

SARA ANDERSON
Notary Public, State of Michigan
County Of Gratiot
My Commission Expires 2-8-2030
Acting in the County of Gratiot

Optionee: CONSUMERS ENERGY COMPANY, a
Michigan corporation

Signature

By: _____

Its: _____

Acknowledgement

The foregoing instrument was acknowledged before me in _____ County, Michigan, on
_____, 20____, by _____, _____ of Consumers
Energy Company, a Michigan corporation, for the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By:
Julianne Langley, 04/09/2026
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Timothy J. Voss

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

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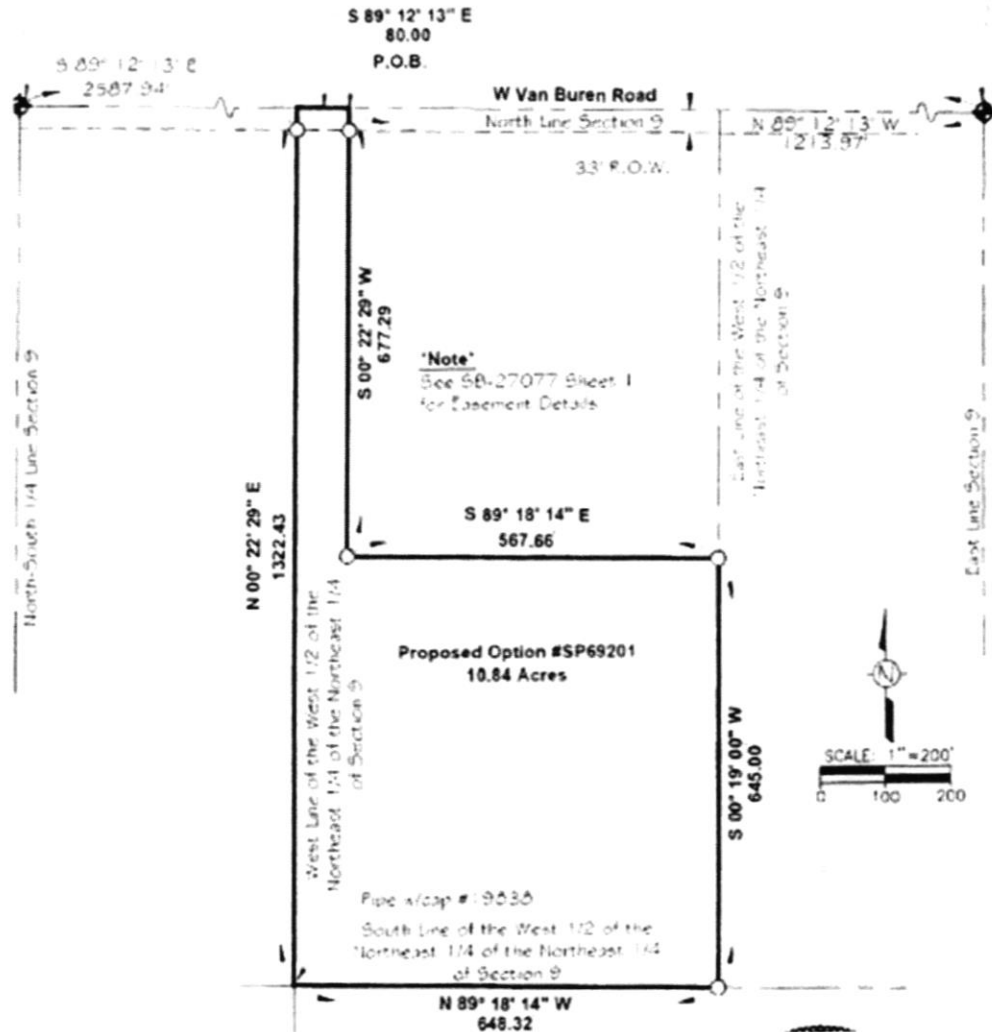
Parcel ID: 51-009-001-00

RFM 05/20/2025
RFM 03/03/2026

M100000084132

EXHIBIT A-1
Option Area

A 10.84-acre parcel of Owner's land as substantially depicted below.



RFM 05/20/2025
RFM 03/03/2026

M100000084132