

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Agreement") is made as of MAY 10, 2021 by and between PLAINFIELD CHARTER TOWNSHIP, a Michigan Charter Township, whose principal business address is 6161 Belmont Ave NE, Belmont, MI 49306 ("Township"), and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER GRAND RAPIDS ("YMCA"), a Michigan nonprofit corporation, whose principal business address is 475 Lake Michigan Drive, NW, Grand Rapids, MI 49504, and which owns and operates the Wolverine Worldwide Family YMCA located at 6555 Jupiter Ave NE, Belmont, MI 49306.

### BACKGROUND:

A. The YMCA owns that parcel of real property on which the Wolverine Worldwide Family YMCA is located, more particularly described on the attached Exhibit A (the "YMCA Property").

B. The YMCA has proposed locating the potential Plainfield Charter Township Community Center (the "Community Center") on the YMCA Property and the Township is amenable to exploring having a third party operate the Community Center through a mutually acceptable lease/management agreement.

C. The Township and YMCA have had discussions regarding the construction, lease, and management of the Community Center (the "Project"). The Township and YMCA intend to continue to develop the building design to maximize the programming space identified for the Community Center and take into consideration building design that can provide mutual benefit to both parties.

D. The Township and YMCA desire to memorialize their mutual understanding regarding the Project.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and the mutual benefits arising therefrom, the receipt and sufficiency of which are hereby mutually acknowledged, the Township and YMCA hereby agree that if the Project proceeds then:

1. The Township will be permitted to construct, at its cost, the Community Center on the YMCA Property in a location and of a type as set forth in an agreement between the parties containing the terms and conditions as determined by the Township in consultation with YMCA.

2. The Township and YMCA shall negotiate and execute a mutually acceptable Operating Management Agreement ("OMA") pursuant to which YMCA shall operate and manage the Community Center. The OMA will clearly define maintenance, operating, and on-going capital maintenance/repair costs based upon the to-be-developed building design and use.

3. The Community Center will always be owned by the Township, and it is generally intended to be used for Community Center purposes and for the benefit of the residents and programs of the Township. The Township's use of the Community Center shall be primary, with any other use secondary.

This Agreement embodies the entire current understanding of the parties and all the terms and conditions with respect to the subject matter hereof and supersedes all prior agreements and negotiations, whether written or oral. This Agreement may not be altered, superseded, or otherwise amended except in a written document signed by all parties. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, personal and legal representatives, successors, and assigns. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having, or being deemed to have, prepared, or imposed such provision. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. Each of the persons signing this Agreement represents and warrants that he or she, as applicable, is duly authorized and empowered to execute and deliver this Agreement. This Agreement may be executed and delivered (including by facsimile or Portable Document Format(pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on the undersigned parties. Each counterpart shall be deemed an original, but all counterparts must be construed together to constitute one and the same instrument.

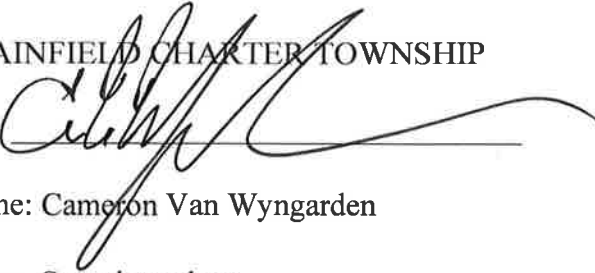
4. The Township and YMCA each acknowledge that the agreements set forth in this Agreement are subject to and contingent upon written approval from their respective governing boards and the mutual execution of definitive documents reflecting the transactions contemplated by this Agreement.

5. Notwithstanding anything contained in this Agreement to the contrary, the Township and the YMCA acknowledge and agree that neither this Agreement nor any discussion between the Township and the YMCA or their respective agents, consultants, or attorneys, nor the exchange or preparation of any papers or memoranda, constitutes a final or legally binding agreement between the parties, but rather is intended only to provide the basis for the parties to undertake, in good faith, discussions and negotiations related to the transactions contemplated hereby, and to outline the initial terms and conditions related thereto.

EXECUTED as of the date first written above.

PLAINFIELD CHARTER TOWNSHIP

By:



Name: Cameron Van Wyngarden

Title: Superintendent

THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER  
GRAND RAPIDS

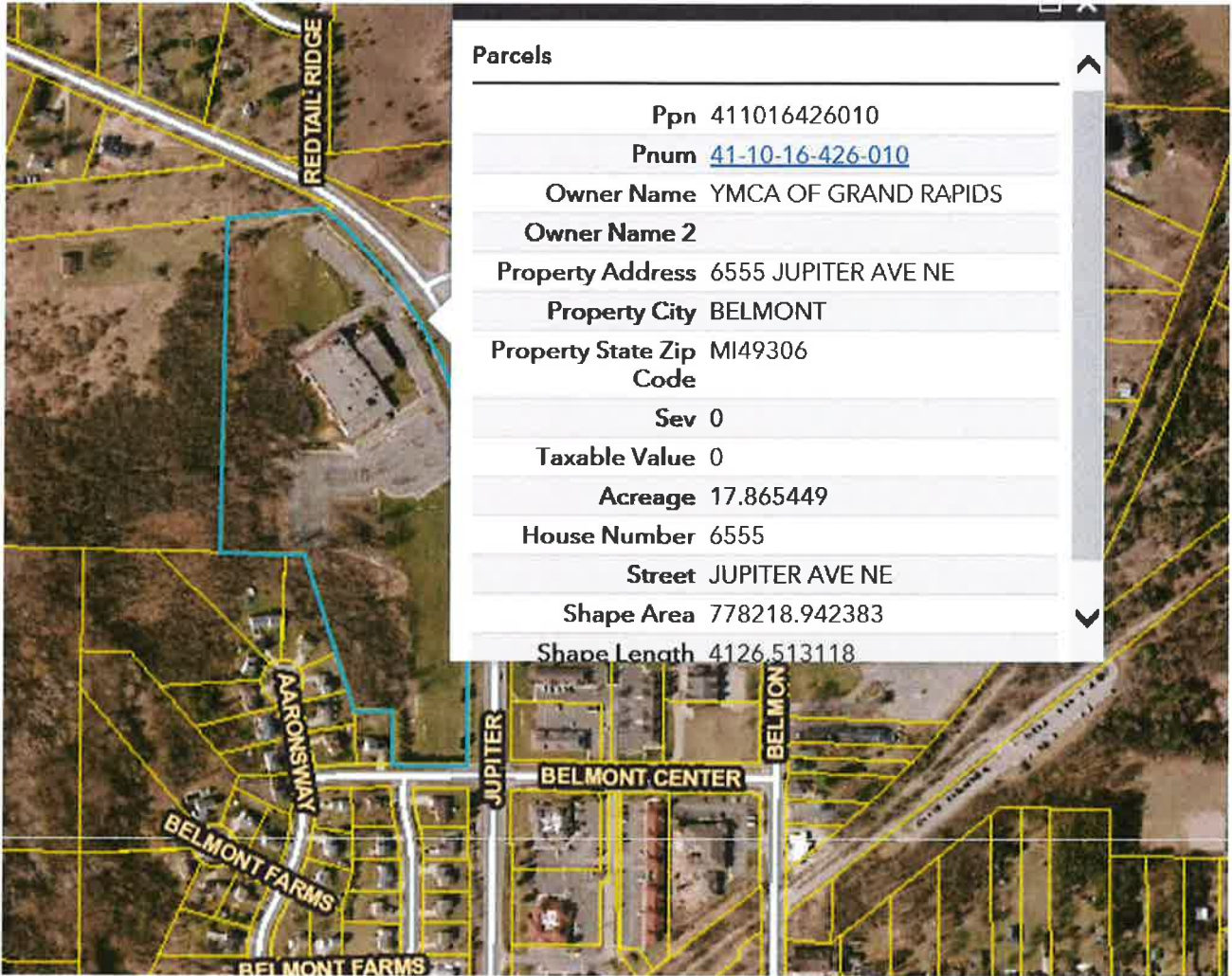
By:



Name: Scott Lewis

Title: President/CEO

EXHIBIT A



**Parcels**

Ppn	411016426010
Pnum	<a href="#">41-10-16-426-010</a>
Owner Name	YMCA OF GRAND RAPIDS
Owner Name 2	
Property Address	6555 JUPITER AVE NE
Property City	BELMONT
Property State Zip Code	MI49306
Sev	0
Taxable Value	0
Acreage	17.865449
House Number	6555
Street	JUPITER AVE NE
Shape Area	778218.942383
Shape Length	4126.513118