



COUNTY OF ST. CLAIR



St. Clair County Brownfield Redevelopment Authority
John Osborn, Chairman

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of __, 20__, by and between "DEVELOPER XYZ" ("Applicant") and The St. Clair County Brownfield Redevelopment Authority (the "Authority").

The Applicant has applied to the Authority for funding under the Brownfield Assessment Grant received by the Authority from the United States Environmental Protection Agency (the "Funds"). The Applicant desires to receive financial and professional assistance for implementing "*list of proposed eligible activities i.e. Phase I and II environmental site assessment, baseline environmental assessment, due care plan and similar and related costs*" (the "Costs") to be incurred in connection with the Applicant's proposed acquisition and development of the property and facility at _____, Michigan, currently owned by _____ (the "Site"). If the Authority grants the application of the Applicant, the Authority may incur Costs, or obligate itself to incur Costs, on behalf of the Applicant. To induce the Authority to act favorably on the Applicant's application and assure the Authority that the Applicant will reimburse the Authority for any Costs incurred by it if Applicant does not consummate acquisition and/or development of the Site, the Applicant and Authority are hereby entering into this Reimbursement Agreement.

Accordingly, the Applicant and the Authority, in consideration of the foregoing premises and for other good and valuable consideration, hereby agree as follows, intending to be legally bound:

1. Agreement to Reimburse Authority. If the Authority incurs Costs on behalf of the Applicant with respect to the Site, and if the Applicant elects not to consummate the purchase and/or development of the Site for any reason, the Applicant will reimburse the Authority for all such Costs incurred by the Authority.
2. Reimbursement Procedure. The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that the Applicant has elected not to consummate the purchase and/or develop the Site. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving a valid written request for reimbursement.
3. Effective Time; Termination. This Agreement shall govern and become operative if and when the Applicant's application for Funds is approved and the Authority incurs Costs; the Agreement shall then continue in full force and effect until the earlier of (i) acquisition of the Site by Applicant or (ii) reimbursement of all Costs by Applicant. If

Applicant's application is not approved or the Authority does not incur any Costs with respect thereto, this Agreement shall be null, void and of no further effect.

4. Miscellaneous. This Agreement: shall be governed by the internal laws of the State of Michigan; may be signed in one or more counterparts, each of which shall be enforceable as an original; may only be amended by further written agreement of the Authority and the Applicant; is intended to be legally binding on the parties and their successors and assigns; and constitutes the entire understanding of the parties with respect to its subject matter.

In witness of their agreement to be legally bound by the terms of this Reimbursement Agreement, the Authority and the Applicant have set forth their signatures below by their duly authorized representatives.

St. Clair County Brownfield Redevelopment Authority

By: _____

Its: _____

Date: _____, 20____

Developer XYZ

By: _____

Authorized Agent