Ottawa County
Land Bank Authority

Agenda

Friday, January 23, 2026, at 8:15 a.m.

Conference Room F, Fillmore Administration Building,

West Olive, MI

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENT: Limited to Agenda Items and limited to 3 minutes for each individual.

CONSENT ITEMS:

Approval of Land Bank Authority Meeting Minutes for November 21, 2025 and Agenda for January 23, 2026 meeting.

INFORMATION ITEMS:

1. Introduction for new Board of Directors members.
2. Update on Blight Elimination for 402 E 8th St., Holland by Becky Huttenga.
3. Sale of Holland Township property
4. Review of Ottawa County Land Bank Authority 2025-2026 revenues and expenditures through December 31, 2025.

ACTION ITEMS:

1. Election of Officers

   Bylaws state that the County Treasurer, Cheryl Clark, is the Chairperson and the Administration Representative, Patrick Waterman, is the Treasurer.

   Suggested Motion: To nominate:

   _____ as Vice-Chairperson

   _____ as Secretary

2. JR Automation Technologies, LLC project in City of Zeeland.

   Suggested Motion: To approve the Development Agreement Between Ottawa County Land Bank Authority and Jr Automation Technologies, LLC and authorize the Ottawa County Land Bank Authority Chair to sign the agreement.

OTHER BUSINESS:

1. Review Draft Property Acquisition Application and Checklist for Accepting Properties.

PUBLIC COMMENT: Limited to 3 minutes for each individual.

MISCELLANEOUS ITEMS:

1. Next Meeting: February 27, 2026, at 8:15 a.m. in Conference Room F.

ADJOURNMENT:

DRAFT MINUTES: Friday, November 21, 2025 – Ottawa County

Landbank Authority Called to order by Clark at 8:20a

Roll call:

Present: Jorritsma, Teeples, Oonk, Clark, Maday, Murray, VanHaitsma, Waterman

Absent: Strikwerda,

Also present: Becky Huttenga, Ruth Clark, Roman Wilson

Public Comment: No one spoke

-Clark reviewed the proposed amended agenda

-Moved by Jorritsma to approve the minutes of the September 26, 2025 Landbank Authority Meeting and the amended November 21, 2025 Landbank Authority Meeting Agenda. Support by Oonk. All voted aye.

Informational Items

Blight Elimination Grant Update

402 E 8th St – Huttenga stated that they are waiting for the signed contract with the demolition contractor for this project. The site is fenced, and they are hoping the building will be demolished before the weather changes and snow falls.

Landbank brownfield support

Roman Wilson of Fishbeck gave an overview of and update on the 800 E Riley site project that they are seeking Landbank participation in. He stated that the paperwork for the transfer into the landbank and the related brownfield plan were still being developed and reviewed. He hoped to have them before the Landbank for review at this meeting.

Wilson stated that the documents being prepared have the Landbank's control of the property as a lien rather than taking title to the property. He reviewed eligible activities they expect to include in the plan.

Review of Landbank Revenues and Expenditures

The Authority reviewed the statement of revenues and expenditures through October 31, 2025. Huttenga noted that there is revenue shown, it is the administrative fee retained by the Landbank Authority for their work on blight elimination grant projects.

Action Items

Priorities and Policies for Property Acquisition and Disposition

The Authority reviewed the revised Landbank Authority Priorities and Policies for Property Acquisition and Disposition document. The updated document contained the changes previously made by the Authority, as well as the changes made by Corporate Counsel following their review of the document.

Clark noted that she is working on an intake form or document that those who have potential projects can complete. The Authority can then use the document to determine alignment with the updated priorities and policies document

-Moved by Jorritsma to approve the Ottawa County Landbank Priorities and Policies for Property Acquisition and Disposition document and forward it to the Ottawa County Board of Commissioners. Supported by Murray. All voted aye.

Updated Logo Options

Clark reviewed potential updated logos for the Authority. Through consensus, the following updated logo was selected for use:

Ottawa County
Land Bank Authority

Public Comment:

Public Comment was made by Kimberly Mayer Watling, Park Township.

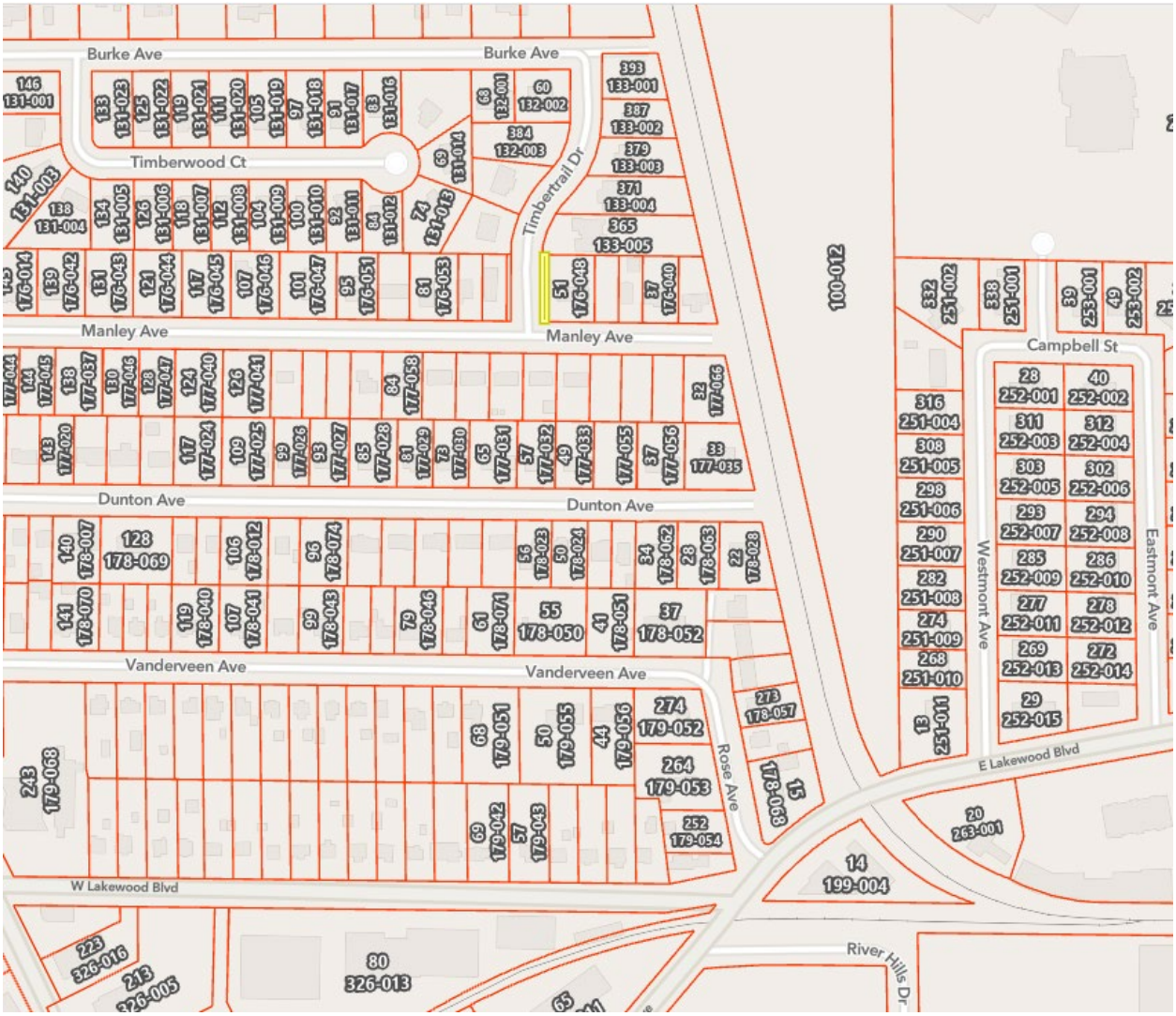
Miscellaneous items:

Next meeting: December 19, 2025 at 8:15am

-8:48am Moved by VanHaitsma to adjourn. Supported by Oonk. All voted aye.

70-16-20-176-059

0 Manley Ave., Holland Township



Timbertrail Dr
51
176-043
Manley Ave

OTTAWA COUNTY LAND BANK AUTHORITY
Org: 53670501

GL #		2026 Budget	2026 Actual	
	REVENUE			
402010	CURRENT PROPERTY TAXES	$ -	$ -	
665000	INTEREST ON INVESTMENTS	$ 851.77	$ -	
672000	OTHER REVENUE	$ 465,000.00	$ 30.00	
673000	GAIN/LOSS ON SALE OF ASSETS	$ -	$ 1.00	
		$ 465,851.77	**$ 31.00**	
GL #	**EXPENSES**			
801100	PROF SERVICES LEGAL	$ 600.00	$ -	
802011	PROF SERVICES AUDIT	$ 1,000.00	$ -	Audit
804000	MEMBERSHIP/DUES/LICENSING	$ 125.00	$ -	MALB
807030	PROCESS ADMINISTRATION	$ -	$ 30.00	
860000	TRAVEL MILEAGE	$ 1,000.00	$ -	MALB Annual Conference
956000	CONFERENCE & TRAINING REG FEE	$ 2,000.00	$ 2,247.64	MALB Annual Conference registration, hotel & meals
967010	PROJECT COSTS	$ 465,000.00	$ -	
		$ 469,725.00	**$ 2,277.64**	
	NET	**$ (3,873.23)**	**$ (2,246.64)**	

2025	**YEAR END FUND BALANCE**	**$**	**70,945.26**
2026	**YEAR END FUND BALANCE**	**$**	**67,072.03**

OTTAWA COUNTY LAND BANK AUTHORITY REVENUE & EXPENSE BREAKDOWN
Org: 53670501

As of 12/31/2025

GL #	REVENUE			
402010	CURRENT PROPERTY TAXES	$	-	
665000	INTEREST ON INVESTMENTS	$	-	Interest Earned
672000	OTHER REVENUE	$	30.00	Sold Holland Twp parcel to neighbor
673000	GAIN/LOSS ON SALE OF ASSETS	$	1.00	Sold Holland Twp parcel to neighbor
GL #	EXPENSES			
801100	PROF SERVICES LEGAL	$	-	
802011	PROF SERVICES AUDIT	$	-	Audit
804000	MEMBERSHIP/DUES/LICENSING	$	-	MLBA Dues
807030	PROCESS ADMINISTRATION	$	30.00	Record Quit Claim Deed for sale of Holland Twp parcel
860000	TRAVEL MILEAGE	$	-	
956000	CONFERENCE & TRAINING REG FEE	$	2,247.64	MLBA Conference
967010	PROJECT COSTS	$	-	

DEVELOPMENT AGREEMENT

BETWEEN

OTTAWA COUNTY LAND BANK AUTHORITY

AND

JR AUTOMATION TECHNOLOGIES, LLC

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ATTACHMENT A SITE PLAN

THIS DEVELOPMENT AGREEMENT (the “Agreement") is entered into on this _____day of _____ , 2026, by and between OTTAWA COUNTY LAND BANK AUTHORITY ("Land Bank"), a public body corporate and politic, organized and existing pursuant to Act 258 of 2003, Public Acts of Michigan, whose address is 12220 Fillmore Street, West Olive, Michigan 49460, and JR AUTOMATION TECHNOLOGIES, LLC ("Developer"), a Michigan limited liability company, whose address is 4190 Sunnyside Drive, Holland, Michigan 49424. In this Agreement, the Land Bank and the Developer are collectively called the “Parties” and each individually a “Party.”

RECITALS

WHEREAS, the Brownfield Program is intended to stimulate the development of certain qualified property owned by or under the control of the Land Bank; and

WHEREAS, the Developer is the owner of that certain property located in the City of Zeeland, County of Ottawa, and more particularly described on Exhibit A, attached hereto and incorporated by reference (hereinafter collectively referred to as the “Property”); and

WHEREAS, the Developer has proposed and intends to develop the Property for the purpose of strengthening and revitalizing the community and economy in Ottawa County, Michigan; and

WHEREAS, the Parties are entering into this Agreement with the specific intent that the Property qualify for “core community” treatment under the Brownfield Redevelopment Financing Act (“Act 381”) as same is afforded to properties owned or under the control of a land bank; and

WHEREAS, pursuant to the terms and conditions hereinafter set forth in this Agreement, the Parties agree that the Land Bank intends to and in fact shall exercise control over the Property by means of the right to enforce certain obligations, including payment obligations and lien rights; and

WHEREAS, the Land Bank has determined that use of the Brownfield Program for this proposed development would further the Land Bank’s purpose of assisting with economic development initiatives and enhancing employment in the Region;

WHEREAS, under the Land Bank Fast Track Act, Act 258 of 2003, Public Acts of Michigan, the Land Bank may take interests in property, enter into agreements to develop

property and utilize its revenue for authorized expenditures to foster the development of the Property and promote economic development;

WHEREAS, the exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and representations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Land Bank and Developer agree as follows:

ARTICLE I
DEFINITIONS

1.01 "Brownfield Plan" shall mean the Act 381 Brownfield Plan for JR Automation Technologies, LLC for Property located at 800 E. Riley Street, Zeeland, Ottawa County, which the City of Zeeland Brownfield Redevelopment Authority and the City of Zeeland are expected to approve on or before February XX, 2026, pursuant to Sections 13 and 14 of the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended,

1.02 "Certificate of Occupancy" shall mean a document issued by the appropriate authorized governmental authority in the municipality in which the Property is located (or other documentation reasonably requested by the Land Bank) attesting that the Property is available for occupancy, containing no conditions, and confirming that the construction work set forth in the Project and Application attached as Exhibit B of this Agreement has been satisfactorily completed.

1.03 "City" shall mean the City of Zeeland.

1.04 "Developer's Acknowledgment" shall mean that document executed by the Developer and attached hereto as Exhibit C of this Agreement.

1.05 "Project" shall mean the project scope, including the amount of the investment and eligible Project Cost, of the development on the Property as more fully described in Exhibit B of this Agreement and the Brownfield Plan.

1.06 "Project Costs" shall mean any and all funds expended in connection with the construction of the Project, including, but not limited to, materials and all costs and expenses associated with any and all contractors, laborers, builders, and/or materialmen utilized in connection with the completion of the Project, all of which are indicated in Exhibit B of this Agreement.

1.07 "Property" shall mean that property which is being developed by the Developer and more fully described on Exhibit A of this Agreement.

1.08 "Land Bank Property Income" shall mean Twenty-Five Thousand Dollars ($25,000).

1.09 "Lien" shall mean Land Bank has been granted the ability to enforce a lien on the Property, which may be recorded in the Ottawa County Register of Deeds records to secure Developer's obligations under this Agreement.

1.10 Other defined terms, not referenced in this Article are defined throughout this Agreement.

ARTICLE II
MUTUAL UNDERSTANDINGS

2.01 The Parties acknowledge and understand that they are entering into this Agreement for the express purpose of facilitating the development of the Property in order to promote economic development within Ottawa County.

2.02 The Property shall have no liens, judgments, mortgages or other encumbrances held by a third party, which are not approved, in advance and in writing, by Land Bank, which approval shall not be unreasonably withheld, conditioned or delayed.

2.03 Land Bank may require Developer to produce other documents related to the Property including, but not limited to, surveys, maps, plans, diagrams, drawings, construction budgets, and contracts for Land Bank's review at any time while this Agreement is in effect. Developer agrees to provide any documents requested by the Land Bank under this Agreement and which are in its possession or under its control within five (5) business days after the execution of this Agreement, and for any future documents requested by Land Bank, within five (5) business days of the Land Bank's request, or within five (5) business days after receipt by the Developer if not in Developer's possession at the time of the Land Bank's request.

2.04 The Parties acknowledge and understand that in order to qualify for the benefits from the Land Bank, Developer has demonstrated the ability and commitment to develop the Property in the manner, and during the time periods, set forth on Exhibit B. Developer has an absolute and unconditional obligation to develop the Property and construct the improvements included on Exhibit B. Developer will complete construction of those improvements identified in Exhibit B no later than November 30, 2027.

2.05 If it has not already been provided in Exhibit B, immediately following execution of this Agreement, Developer will provide the Land Bank with the following:

i) Copy of the scope of work required for the proper completion of the Project.

ii) Evidence, acceptable to the Land Bank, that Developer has secured equity commitments or agreements, or otherwise has the ability to meet all of the Project Costs as set forth in the Project and Application.

iii) Such other information as the Land Bank shall reasonably request relative to the Project and participation in the Land Bank's Program.

2.06 During the term of this Agreement, Land Bank may request that Developer provide written reports to Land Bank, on a quarterly basis, which reports shall include:

i) An update on Developer's status of completing the Project;
ii) A summary of work completed, and the total actual development costs incurred on the Property to date and an update to any changes to the estimated costs to be incurred or additional time that may be required through completion of the Project;
iii) Any new or additional facts discovered by Developer, or any conditions known by Developer, that may impact any costs or Developer's performance obligations under this Agreement.
iv) Following completion, Developer shall provide documentation that the Project has reached final completion and shall provide an itemized accounting of all sums expended towards the development costs.

2.07 This Agreement shall run from the date the Agreement is fully executed by the Parties until the project is completed, November 30, 2027 (the "Termination Date"). Within ten (10) business days after the Termination Date, unless the Developer is in default under this Agreement and such default has not been timely cured, the Land Bank shall revoke its ability to enforce a Lien on the Property. The Land Bank shall not be required to revoke its ability to enforce a Lien on the Property in the event Developer owes any amounts due under this Agreement, until all such amounts are paid in full. The Parties have also agreed that the Land Bank shall have the right, but not the obligation, to terminate this Agreement upon an Event of Default and, in the event of such termination, may exercise any of the rights and remedies set forth in this Agreement or available at law or in equity.

2.08 Developer shall pay:

i) Land Bank Property Income ($25,000) upon failure to complete the project prior to the Termination Date, November 30, 2027;

ii) If applicable, immediately upon receipt of a notice from the Land Bank of an Event of Default, all of the Land Bank's fees and costs, including without limitation actual attorney fees, incurred in enforcing the terms of this Agreement or any of the Land Bank's rights and remedies; and

ii) Amounts due under this Agreement to Land Bank that are not timely paid shall bear interest at the rate of 12% per annum or the maximum amount permitted by law (the "Default Rate") until paid.

2.9 The Parties agree that any Event of Default under this Agreement shall be regarded as a material breach of this Agreement.

2.10 The Parties agree that Developer does not have the right to sell the Property, or any portion thereof, prior to the termination of this Agreement without Land Bank's written consent, which shall not be unreasonably withheld, conditioned or delayed. Developer is also not permitted to assign this Agreement without Land Bank's written consent, which shall not be unreasonably withheld, conditioned or delayed. The Parties agree that neither the sale of the Property, or any portion of the Property, nor-the unpermitted assignment of this Agreement, shall relieve Developer of its obligations to pay the Land Bank as set forth in this Agreement.

2.11 As a condition precedent to Land Bank's participation in this Project and entering into this Agreement, the Developer shall timely pay 100% of all taxes and/or special assessments related to the Property, including any interest and penalties, whether or not Developer challenges the assessment, taxable value, classification or any other aspect of the Property in a given year. Developer agrees that it will not challenge the assessment of the taxable value or the classification of the Property during the term of this Agreement.

2.12 The Parties agree and acknowledge that the Developer is pursuing approval of the Brownfield Plan for the Project. Developer acknowledges that the Brownfield Plan does not include school tax increment capture.

2.13 In order to assist with the long-term viability of the Project, a tax abatement under Public Act 198 may be pursued from the City of Zeeland by the Developer. The Land Bank has agreed to participate in the Project and to waive (or otherwise intentionally forego obtaining) any rights to the Eligible Tax Reverted Property Specific Tax ("Land Bank 5/50") to which it may otherwise be entitled. The Developer and the Land Bank agree that, in order to induce the Land Bank to participate in and support the Project, the Land Bank will exercise control over the Developer and ensure the development of the Project through this Agreement. This Agreement is intended to confirm and document the right of the Land Bank

to enforce a lien on the property in order to guaranty development completion and payment of the Land Bank Property Income, if applicable.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.01 The Parties represent and warrant to each other respectively, as to each Party's own performance only, as follows:

i) This Agreement when executed, will be valid, binding, and legally enforceable; and

ii) The execution, delivery and performance of this Agreement:

a. Will not violate any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which the Parties are bound, and
b. Will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under any such indenture, agreement or other instrument.

3.02 The Developer represents and warrants that:

i) There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to. the best knowledge of the Developer, threatened against or affecting the Developer, or any properties or rights of the Developer or the Property, which, if adversely determined, could materially impair the right of the Developer to carry on business substantially as now conducted or. could have a materially adverse effect upon the financial condition of the Developer or would negatively impact Developer's ability to perform as required under this Agreement.

ii) The Developer has not given, offered, or promised a commission, gift, or gratuity to an agent, employee, or other person associated with the Land Bank to enter into this Agreement and has not done or offered to do an act beneficial to an agent, employee, or other person associated with the Land Bank with intent to influence the action of the agent or employee or other person associated with the Land Bank in relation to this Agreement or the Project.

iii) The Developer unequivocally assures the Land Bank that upon the execution of this Agreement, the funds obtained and secured and known to

be available for the Project will be sufficient to pay all Project Costs. Developer represents and warrants that it has committed the required equity to the Project. In light of the foregoing, the Developer hereby unconditionally guarantees completion of the Project to be evidenced by the Certificate of Occupancy or temporary certificate of occupancy with final to be issued upon any interior tenant specific improvements to the building as part of the Project (or other documentation reasonably requested by the Land Bank),

iv) The Developer is duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to conduct its affairs in the State of Michigan, with full power and authority to own its properties, conduct its business as currently conducted, and execute, deliver, and perform its obligations under this Agreement.

v) The Developer agrees that these representations and warranties set forth in Article III of this Agreement shall survive the termination of this Agreement.

3.03 The Land Bank represents and warrants that it is duly organized and validly existing under the laws of the State of Michigan, and that it has the power and authority to execute, deliver, and perform its obligations under this Agreement.

ARTICLE IV
COVENANTS AND WARRANTIES OF THE DEVELOPER

4.01 Upon execution of this Agreement and following Developer's failure to complete the development project in accordance with this Agreement, Land Bank may enforce a Lien on the Property. The Lien shall be recorded in the Ottawa County Register of Deeds records and shall act as security for Developer to perform its obligations under this Agreement including, without limitation, payment of all amounts owed under this Agreement.

4.02 Developer shall be solely responsible for obtaining, at its sole cost and expense, all permits and authorizations necessary to complete the Project and shall comply with all relevant building and zoning codes.

4.03 Developer acknowledges and agrees that its estimates of the Project Costs are reasonable for the completion of the Project as outlined in Exhibit B, and the completed Project should, in Developer's view, result in an increase in taxable

value of the Property over the taxable value of the Property on the date of execution of this Agreement.

4.04 Developer shall complete construction of the Project and obtain a Certificate of Occupancy or temporary certificate of occupancy with final to be issued upon any interior tenant specific improvements to the building as part of the Project (or other documentation reasonably requested by the Land Bank establishing that the work set forth in the Application has been satisfactorily completed) within the time frame required by this Agreement. Developer shall provide to Land Bank a copy of the Certificate of Occupancy or other requested documentation within ten (10) days of receipt.

4.05 Developer warrants that, to Developer's knowledge, there are no actions, suits, or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, threatened against or affecting Developer or the Project.

4.06 Developer shall indemnify, defend, and hold harmless the Land Bank, its Board of Directors, and its employees from any and all liability arising out of or in any way related to Developer's breach of this Agreement or any and all liability resulting from any acts or omissions of Developer, its employees or agents.

4.07 Developer hereby agrees that it shall pay all real and personal property taxes at the Property, or cause such taxes to be paid pursuant to leases of any portion of the Property by its tenants, and shall not seek an exemption from paying such taxes for itself or for any tenant, except that Developer may, on behalf of itself or its tenants, apply for an Industrial Facilities Exemption Certificate ("IFEC") pursuant to Public Act 198.

ARTICLE V
EVENT OF DEFAULT

5.01 The occurrence of any one of the following, subject to any applicable period of cure, shall constitute an Event of Default by the Developer under this Agreement:

i) failure of Developer to timely perform any term, condition, obligation and/or covenant of Developer, as set forth in this Agreement;

ii) failure of Developer to complete construction as defined in Exhibit B of the Project by November 30, 2027;

iii) failure of Developer to pay to Land Bank the Land Bank Property Income when due;

iv) the intentional furnishing to, or omitting by, Developer of any information to Land Bank that is materially false or misleading in the Agreement or any of the Exhibits thereto, or any subsequent documents, including the failure to immediately notify the Land Bank if the Developer identifies any information that is or could be determined to be materially false or misleading; or

v) Developer becomes insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, reorganization, arrangement or creditor composition.

5.02 Except as it relates to Sections 5.01 (iii) or (v) above, for which no cure period is permitted, continuation of a default in excess of thirty (30) calendar days after delivery of written notice of such default from the Land Bank shall constitute an Event of Default, and the Land Bank shall have the rights and remedies provided in this Agreement.

ARTICLE VI
REMEDIES UPON DEFAULT

6.01 At any time after the occurrence of and during the continuance of any uncured Event of Default, Land Bank shall have all of the following rights and remedies, which shall be cumulative:

i. The Land Bank may declare a forfeiture of any and all benefits offered to Developer under this Agreement;

ii. Land Bank may pursue a Lien on the Property;

iii. Land Bank may pursue specific performance of this Agreement;

iv. The Land Bank shall have any other legal remedies available at law or in equity, including any remedies available in the Lien.

6.02 If for any reason whatsoever, it becomes legally impossible for Land Bank to fulfill its obligations, the Developer expressly understands and agrees that the sole legal remedy available to Developer for a breach, violation, or impossibility of performance of this Agreement by the Land Bank shall be termination of this Agreement.

ARTICLE VII
LIABILITY

7.01 Nothing in this Agreement shall be construed to create any liability for the Land Bank and/or Ottawa County for the payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other Developer obligations against the Property.

7.02 Nothing in this Agreement shall be construed to create any liability of the Land Bank and/or Ottawa County for any payment to a contractor or service provider engaged by Developer for work on the Property. Developer shall be solely responsible for all such amounts.

7.03 Developer shall defend, indemnify, hold harmless and pay any such liability costs, fees, taxes or expenses that may be brought against Land Bank as provided in this Article VII.

ARTICLE VIII
NOTICE

8.01 Written Notice. All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:

i) personal service with service being effective upon delivery, or

ii) certified mail, Federal Express or other overnight courier service, return receipt requested, with service being effective on the date of receipt or first attempted delivery, or

iii) e-mail with service being effective upon delivery (with delivery confirmed) if delivery is made prior to 5:00 p.m. on any business day and if not so made the next business day.

NOTICES SHALL BE ADDRESSED AS FOLLOWS:

Ottawa County Land Bank Authority:
Executive Director
Ottawa County Land Bank Authority
12220Fillmore Street
West Olive, Michigan 49460
E-Mail: clcark@miottawa.org

With a copy to Ottawa County Land Bank Authority Counsel
(which copy shall not constitute notice):

Attn: XXXX XXXX.
Name of Firm
Address
Email:

Developer:
JR Automation Technologies, LLC
ATTN: Joel Cooper
4190 Sunnyside Drive
Holland, Michigan 49424
Email: joel.cooper@jrautomation.com

With a copy to Counsel for Developer: (which copy shall not constitute notice):

Attn: Name
Address
Email:

ARTICLE IX
AMENDMENTS

9.01 Any change, extension or modification of this Agreement, which is mutually agreed upon by the parties, shall be incorporated in written amendments signed by both parties. Such Amendments shall not invalidate this Agreement, nor relieve nor release Developer of Land Bank from any of their obligations under this Agreement, except for those parts thereby amended and only to the extent so amended.

ARTICLE X
MISCELLANEOUS

10.01 All of Developer's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied upon by Land Bank, notwithstanding any investigation made or not made by Land Bank. All statements contained in any certificate or other document delivered to Land Bank at any time by or on behalf of Developer, pursuant hereto or in connection with the transactions contemplated hereby, shall constitute representations and warranties by Developer in connection with this Agreement.

10.02 This Agreement may be signed in multiple counterparts with the same effect as if the signatures were upon the same instrument.

10.03 The headings and captions in this Agreement are included as a matter of convenience and shall not be considered a part of this Agreement nor be used in determining the intent of the Parties to it.

10.04 If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

10.05 This Agreement sets forth the entire understanding of the Parties and all terms and conditions with respect to the matters discussed in this Agreement, and supersedes and annuls any and all other or former agreements, preliminary drafts, prior versions, contracts, negotiations, promises and/or representations, whether written or oral, expressed or implied, made by, for, or on behalf of Developer and Land Bank.

10.06 This Agreement shall be construed and governed in accordance with the laws of the State of Michigan without regard to its conflicts of law principles, and any lawsuit or legal action brought relating to this Agreement shall only be brought in a court of competent jurisdiction sitting in Ottawa County, Michigan.

10.07 It is specifically understood and agreed by and between the Parties that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between Developer, on the one hand, and the Land Bank or Ottawa County, on the other, is formed by this Agreement.

10.08 All Parties acknowledge this Agreement has been reviewed by their respective attorneys. All Parties acknowledge joint authorship of this Agreement and agree that nothing in this Agreement shall be construed in a court of law to be interpreted in favor of one Party due to the authorship of the Agreement.

[Signature Pages Follow]

DEVELOPER

Dated: _____ JR Automation Technologies, LLC

By: _____

Joel Cooper, Manager

On this ____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Joel Cooper, known to me to be the authorized signatory of JR AUTOMATION TECHNOLOGIES, LLC who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his own free and voluntary act, for the uses and purposes herein mentioned.

_____

Notary Public
County of _____,
State of Michigan

My Commission Expires: _____

Acting in the County of _____

OTTAWA COUNTY LAND BANK AUTHORITY

Dated: _____ By: _____

Cheryl Clark
Its: Chair

On this _____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Cheryl Clark, known to me to be the authorized signatory and Chair of the Ottawa County Land Bank Authority, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his/her own free and voluntary act, for the uses and purposes herein mentioned.

_____

Notary Public

County of _____ State of Michigan

My Commission Expires: _____

Acting in the County of _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Land situated in the City of Zeeland, Ottawa County, Michigan:

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N R14W 45.51 AC

Ottawa County Parcel #: 70-17-17-101-030

EXHIBIT B
PROJECT AND APPLICATION

Developer proposes to develop the Property for industrial purposes, including the construction of a new 286,000 square foot manufacturing plant and global headquarters to be occupied by JR Automation Technologies, LLC. Total estimated investment to complete the development is $72,800,000.

EXHIBIT C
DEVELOPER'S ACKNOWLEDGMENT

DEVELOPER'S ACKNOWLEDGMENT

Pursuant to the Development Agreement ("Development Agreement") dated this _____ day of _____, 2026 by and between the OTTAWA COUNTY LAND BANK AUTHORITY ("Land Bank") and JR AUTOMATION TECHNOLOGIES, LLC ("Developer"), Developer hereby ACKNOWLEDGES the following and that it has read and understands the defined terms as contained in the Development Agreement and further acknowledges that said defined terms and related definitions apply to this Developer's Acknowledgment and the same are fully incorporated herein by references:

Developer to initial each paragraph in acknowledgment of same.

1. _____That Developer is solely and absolutely responsible for safeguarding the materials that the employees, contractors, or subcontractors of the Developer use in performing the Development Agreement.
2. _____That in the event Developer sells, assigns, or transfers the Property, the Development Agreement shall terminate according to its terms.
3. _____Developer must submit any Brownfield Plan on the Project for review by the Land Bank.
4. _____The Developer consents to and acknowledges that the Land Bank has the ability to enforce a statutory lien on the Property in accordance with Act 260 of 2003, Public Acts of Michigan, MCL 211.1026.
5. _____The Developer consents to and hereby acknowledges that the Land Bank shall have a Lien on the Property in the event that the Developer fails to complete the Project by November 30, 2027. The Lien shall be in an amount equal to the Land Bank Property Income.

Developer, by Joel Cooper, its Manager and duly authorized representative has read and understands this Acknowledgement.

DEVELOPER

JR AUTOMATION TECHNOLOGIES, LLC

Date: _____ By: _____

Joel Cooper
Its: Manager

On this _____day of _____, 2025, before me, a notary public, in and for said county and state, personally came the above-named Joel Cooper, known to me to be the

authorized signatory of JR AUTOMATION TECHNOLOGIES, LLC who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his/her own free and voluntary act, for the uses and purposes herein mentioned.

_____

Notary Public

County of Ottawa, State of Michigan

My Commission Expires:_____

Acting in the County of _____

ATTACHMENT A
SITE PLAN

Ottawa County
Land Bank Authority

PROPERTY ACQUISITION APPLICATION

To submit a property acquisition transfer to the Ottawa County Land Bank Authority (OCLBA), please complete this application and submit it with a written proposal containing a legal description, a title report (or similar evidence) indicating that the property is free of all liens and encumbrances, and a description of the intended use and development of the property.

Applicant Information

Applicant Name: _____

Category: ☐ Owner ☐ Tenant ☐ Purchaser ☐ Developer ☐ Other

Address: _____

Phone Number: _____ Email: _____

Meets Priorities and Requirements: ☐ I have reviewed the OCLBA Checklist for Accepting Properties and confirm that the property meets the priorities and requirements.

Property Information

Site Address: _____

Parcel Number: _____ Acreage: _____

Owner Name: _____

Owner Address: _____

Phone Number: _____ Email: _____

Current Zoning: _____

Site History & Current Use: _____

_____

Please provide copies of any available site maps.

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Previous Environmental Activities Completed (if known)

☐ Phase I ESA ☐ Remediation ☐ BEA ☐ Other

☐ Phase II ESA ☐ Due Care Plan ☐ Unknown ☐ None

Please provide copies of any available environmental reports.

Demolition

Structures to be demolished: _____

_____

Please provide pictures of the structure(s).

Proposed type of transfer

☐ Ownership ☐ Title ☐ Lien Interest

Property will be returned to (select one of the following):

☐ Nonprofit Entity ☐ Government Entity ☐ Commercial

☐ Residential – home ☐ Residential – side lot ☐ Industrial

Ottawa County Land Bank Authority

Cheryl Clark
Chairperson

Jordan Jorritsma
Vice Chairperson

Ottawa County Land Bank Authority

Checklist for Accepting Properties

Proposal meets one or more of the following priorities:

- ☐ Return of the property to production tax paying status.
- ☐ Affordable housing.
- ☐ Neighborhood revitalization.
- ☐ Land assemblage for economic development.
- ☐ Provision of financial resources for operating functions of the Ottawa County Land Bank Authority.
- ☐ Long term "banking" of properties for future strategic uses.
- ☐ Support of local government-backed industrial development projects where the use of LBA facilitates eligibility for public or private financing.
- ☐ Property has a clear title and is absent from any financial liabilities.

The property has the following environmental conditions:

_____

_____

The property has the following structures to be demolished:

_____

_____

John Teeples | Patrick Waterman | Daniel Strikwerda | Tim Maday
Amanda Murray | Thomas Oonk | Laurie Vanhaitsma

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Proposal meets the following requirements:

- ☐ The property intended to be conveyed to the OCLBA or held by the OCLBA is clearly designated as such in the proposal for the transfer, and in the records of the OBLBA.
- ☐ The transferor is a Registered Michigan company, a private nonprofit entity or a government entity.
- ☐ The property is not occupied by any party or parties.
- ☐ The property is free of any and all liens for ad valorem taxes, special assessments, and other liens or encumbrances in favor of local, state or federal government entities.
- ☐ The property is free of all outstanding mortgages and security instruments.
- ☐ The property is located in Ottawa County, Michigan.