

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MARCH 25, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PRESENTATION OF MICHIGAN MUNICIPAL LEAGUE DIVIDEND CHECK BY JUDY THOMSON-TOROSIAN

Judy Thomson-Torosian, Michigan Municipal League presented the Township a check in the amount of \$26,718, which was a dividend surplus from the MML Liability and Property Pool.

PUBLIC COMMENTS

Emmanuel Jones, Township Resident from the Non-Profit Mentor to Youth, thanked Trustee Scott Martin for his support of their fundraiser on behalf of the Township.

Arloa Kaiser, Township Resident said she would appreciate the Board's help concerning the Smart Meter issue. She also thanked the OCS Department for their work in keeping our community running safely.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 11, 2013 REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
- C. FEBRUARY 2013 TREASURER REPORT**

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Consent Agenda. The motion carried unanimously.

ATTORNEY REPORT

- A. AMENDED CLAIM RESOLUTION AGREEMENT BETWEEN DUPONT AND YPSILANTI TOWNSHIP, ACTING IN THE CAPACITY OF THE TITLE OWNER OF THE GOLF COURSE OWNED BY THE TOWNSHIP BUT LEASED TO EASTERN MICHIGAN UNIVERSITY FOR CHEMICAL DAMAGE DONE TO THE TREES BY UTILIZATION OF CHEMICAL IMPRELIS AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Amended Claim Resolution Agreement between DuPont and Ypsilanti Township, acting in the capacity of the Title Owner of the Golf Course owned by Eastern Michigan University for chemical damage done to the trees by utilization of the chemical Imprelis and authorize the signing of the agreement. The motion carried unanimously.

B. AUTHORIZE EAGLE CREST TO ACT AS TOWNSHIP AGENT IN ALL REGARDS RELATING TO THE SETTLEMENT AGREEMENT AND AUTHORIZE SIGNING OF THE CONSENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize Eagle Crest to act as Township agent in all regards relating to the Settlement Agreement and authorize the signing of the Consent. The motion carried unanimously.

C. GENERAL LEGAL UPDATE

Attorney Winters said the demolition contracts for the six properties identified by the Township under court orders were ready to be signed. He said the bank was going to contribute funds toward the two properties on Wiard Court.

He reported the house at 30 Ohio Street had 37 Calls for Service during a two-year period, some of them serious enough for Child Protection Services to remove the children. He said there was a need to be able to monitor the Calls for Service in order to identify such conditions that require action.

Attorney Winters introduced Reba Kriston, his legal secretary, who was retiring. He thanked the Board for the time to publically acknowledge her and let everyone know how much she had meant to their office. He recounted that they had known each other since Jr. High School and said they had worked together for 32 years and had become a family. He highly praised her moral and work ethic and the help she had been to him, the office, the elected officials, department heads, administrative staff, employees and members of the Township Board. He said it was with mixed emotions that their office was accepting her well-deserved retirement, knowing that she would greatly missed and not easily replaced.

Clerk Lovejoy Roe read the Proclamation honoring Ms. Kriston into the record

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the Proclamation. The motion carried unanimously.

NEW BUSINESS

1. BUDGET AMENDMENT #5

Clerk Lovejoy Roe read the budget amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Budget Amendment #5 (see attached). The motion carried unanimously.

Clerk Lovejoy Roe clarified the roads were for Nancy Park, north of Grove and east of Harris, which included Heather Ridge, Molly, Harry, Smith, Lynn, McCartney and Andrea.

2. PA 116 FARMLAND AGREEMENT APPLICATION, PROPERTY #K-11-34-200-002 - MICHAEL & SUSAN BUTZIN – YPSILANTI TOWNSHIP

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the PA 116 Farmland Agreement Application, Property #K-11-34-200-002 – Michael & Susan Butzin (see attached). The motion carried unanimously.

- 3. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE EAST, CONTINGENT UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Hall Currie, supported by Trustee Eldridge to approve the Letter of Agreement between Pulte and Ypsilanti Township regarding Creekside Village East, contingent upon the posting of a Surety Bond by S. E. Michigan Land Holdings, LLC and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 4. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE LETTER OF AGREEMENT BETWEEN PULTE AND YPSILANTI TOWNSHIP REGARDING CREEKSIDE VILLAGE SOUTH, CONTINGENT UPON POSTING OF SURETY BOND BY S. E. MICHIGAN LAND HOLDINGS, LLC AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Letter of Agreement between Pulte and Ypsilanti Township regarding Creekside Village South, contingent upon the posting of a Surety Bond by S. E. Michigan Land Holdings, LLC and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 5. RESOLUTION NO. 2013-5, AUTHORIZING PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE, NOT TO EXCEED \$15,000, BUDGETED IN LINE ITEM #101.950.000.969.011**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-5, Authorizing the Purchase of 1091 Rambling Rd. for a Public Purpose, not to exceed \$15,000, budgeted in line item #101.950.000.969.011 (see attached). The motion carried unanimously.

Supervisor Stumbo explained the property was headed for tax sale and Habitat for Humanity was interested in the house. She said Township proposed to purchase the property and sell it to Habitat in an effort to try to stabilize neighborhoods.

- 6. CONTRACT BETWEEN MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND YPSILANTI TOWNSHIP ACCEPTING THE GRANT FOR THE INSTALLATION OF LIGHTING AT CARPOOL LOT AT I-94 AND HURON STREET AND AUTHORIZE SIGNING OF THE CONTRACT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the contract between Michigan Department of Transportation (MDOT) and Ypsilanti Township accepting the grant for the installation of lighting at carpool lot at I-94 and Huron Street and to authorize the signing of the contract (see attached). The motion carried unanimously.

Supervisor Stumbo provided a brief explanation of the need for lighting in the Park and Ride area. She said the installation would be paid by MDOT and the Township's obligation would be an annual lighting cost of \$2,301.02.

- 7. DTE ENERGY STREET LIGHTING AGREEMENT FOR SEVEN (7) LED STREET LIGHTS AT MDOT CARPOOL LOT LOCATED AT I-94 AND HURON STREET IN THE AMOUNT OF \$20,048.81, TO BE PAID BY MDOT AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the DTE Energy Street Lighting Agreement for seven (7) LED Street Lights at MDOT carpool lot located at I-94 and Huron Street in the amount of \$20,048.81, to be paid by MDOT and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY, IN CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 30 OHIO STREET AND 5777 MERRITT ROAD, BUDGETED IN LINE ITEM #101.950.000.818.023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize legal action, if necessary, in Circuit Court to abate the public nuisance for properties located at 30 Ohio Street and 5777 Merritt Road, budgeted in line item #101.950.000.818.023. The motion carried unanimously.

- 9. GREEN OAKS GOLF COURSE 2013 RATES**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Green Oaks Golf Course 2013 rates (see attached). The motion carried unanimously.

- 10. WCRC 2013 YPSILANTI TOWNSHIP AGREEMENT IN THE ESTIMATED AMOUNT OF \$261,000.00 WITH PARTIAL COST PAID BY CDBG GRANT AND REMAINDER FROM FUND BALANCE, BUDGETED IN LINE ITEM #212.970.000.818.022 AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the WCRC 2013 Ypsilanti Township agreement in the estimated amount of \$261,000.00, with a partial cost paid by a CDBG grant and the remainder from fund balance, budgeted in line item #212.970.000.818.022 and to authorize the signing of the agreement (see attached). The motion carried unanimously.

- 11. AUTHORIZE SIGNING OF EMERGENCY OPERATIONS PLAN FOR YPSILANTI TOWNSHIP TO BE USED IN CONJUNCTION WITH WASHTENAW COUNTY EMERGENCY ACTION GUIDELINES**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize the signing of the Emergency Operations Plan for Ypsilanti Township to be used in conjunction with Washtenaw County Emergency Action Guidelines. The motion carried unanimously.

- 12. REQUEST OF KAREN WALLIN, HUMAN RESOURCE TO POST, ADVERTISE AND FILL A SECOND ORDINANCE ENFORCEMENT ASSISTANT IN THE OCS DEPARTMENT WITH A NEGOTIABLE SALARY BETWEEN \$37,400 AND \$41,600 CREATED BY A RESIGNATION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the posting, advertising and filling of a second Ordinance Enforcement Assistant in the OCS Department with a negotiable salary between \$37,400 and \$46,600. The motion carried unanimously.

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
[E-MAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

March 19, 2013

Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry J. Doe, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: ***Receipt & Review of Proposed "Amended Claim Resolution Agreement" Between DuPont and Ypsilanti Township (Acting in the Capacity of the Title Owner of the Golf Course Owned by the Township But Leased to Eastern Michigan University) for the Chemical Damage that was Done to the Trees by the Utilization of the Chemical Imprelis***

Dear Board Members:

This will confirm that I have had an opportunity to review the proposed ***Amended Claim Resolution Agreement*** that was negotiated by Eastern Michigan University (EMU) with DuPont as the result of a claim that was filed by EMU for "***chemical damage***" that was done to a number of trees located on the golf course that while owned by the Township is under lease to EMU. It is my understanding that the "***chemical***" that was utilized by DuPont that caused such extensive damage to the trees at the golf course (and apparently throughout the country) is known as "***Imprelis***."

From what I can tell of my review of the proposed Resolution Agreement there have been ongoing negotiations between EMU and DuPont as well as other class litigants for some period of time. As a result of those negotiations DuPont has agreed to remit the sum of ***\$165,740.30*** as "***full and final compensation***" for all damage that was done to the trees on the golf course which is broken down as follows:

1.	Tree Removal	\$ 19,200
2.	Removed Tree Value	\$111,030
3.	Replacement New Tree Maintenance	\$ 4,500
4.	Care for Existing Trees	<u>\$ 9,392</u>
	Total Claim Value	\$144,122
	Additional Compensation-15% of Total Claim Value	\$ 21,618.30
	Final Total Amount	\$165,740.30

Inasmuch as the golf course remains titled in the name of the **Charter Township of Ypsilanti** this final settlement with DuPont requires it to be executed by the owner in fee which is the Township. I believe Supervisor Brenda L. Stumbo has also been provided by representatives of EMU with the appropriate document wherein the Township Board authorizes “...**Eagle Crest to act as its agent in all regards concerning the performance of the Agreement. In particular, the Township authorizes Eagle Crest to make all decisions relating to the property, including providing any necessary permissions regarding tree removal, and acting as point of contact for all communications with DuPont or its representatives.**”

I believe the final Settlement Agreement and the appointment of Eagle Crest to serve as the Township’s agent as it pertains to the performance of all requirements per the Agreement is in proper form to be considered by the Township Board at its regular meeting scheduled for Monday, **March 25, 2013**. However I would request that whatever communications are received by Eagle Crest pertaining to the implementation of this Agreement also be copied to the Township Supervisor and Clerk, as well as Planning Director Joe Lawson, so as to insure the Township is kept apprised as to all developments that are occurring on our property. I have placed a telephone call into EMU legal counsel Gloria Hage and while she has not yet had a chance to return my phone call I do not believe this request will be a problem.

In any event I believe both the Agreement and appointment of Eagle Crest to serve as the Township’s agent if approved by the Board can be signed by Supervisor Stumbo and Clerk Roe in accordance with the Board’s established procedures. Hopefully this chemical agent has been removed from the

Township Board
Re: Eagle Crest Trees
March 19, 2013
Page 3

marketplace since it will still take years to replace the trees that were destroyed by **Imprelis**. If after review of this correspondence you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

rsk

cc: Trustees
Mike Radzik
Ron Fulton
Joe Lawson
Eric Copeland, Fire Chief
Vic Chevrette, Fire Marshal
Dennis O. McLain

P.S. Subsequent to the dictation of this letter I received a telephone call from EMU attorney Gloria Hage who confirmed that she will see that the Township's request that it be copied on all communications between Eagle Crest & DuPont are included in the final documents.

**CHARTER TOWNSHIP OF YPSILANTI
MARCH 25, 2013 REGULAR MEETING MINUTES
PAGE 5**

- 13. REQUEST OF ERIC COPELAND, FIRE CHIEF TO APPROVE AGREEMENT WITH WASHTENAW COUNTY TO ACQUIRE AND INSTALL ONE OUTDOOR WARNING SIREN IN THE WEST WILLOW/WIARD/STATE AREA, WITH YPSILANTI TOWNSHIP PAYING ANNUAL MAINTENANCE COST OF \$390 FOR A MINIMUM OF 15 YEARS, BUDGETED EACH YEAR IN LINE ITEM #206.206.000.933.000 AND AUTHORIZE SIGNING OF THE AGREEMENT**

A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to approve the agreement with Washtenaw County to acquire and install one outdoor warning siren in the West Willow/Wiard/State area, with Ypsilanti Township paying the annual maintenance cost of \$390 for a minimum of 15 years, budgeted each year in line item #206.206.000.933.000 and to authorize signing of the agreement (see attached). The motion carried unanimously.

Chief Copeland stated agreement was generated because of complaints from residents in West Willow/Wiard/State area after the tornado hit Dexter last year. He said there was another area along Whittaker and Textile that needed a siren whenever one becomes available.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to adjourn the meeting. The motion carried unanimously.

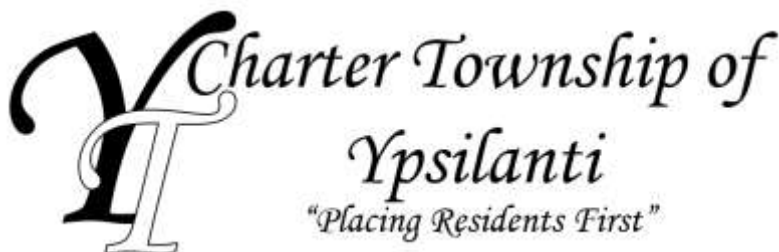
The meeting adjourned at approximately 7:36 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

March 26, 2013

To Whom It May Concern:

All payments pursuant to the Claims Resolution Agreement dated March 26, 2013 (the "Agreement") should be made payable to Eagle Crest Goff Club ("Eagle Crest"). Ypsilanti Township further authorizes Eagle Crest to act as its agent in all regards concerning the performance of the Agreement. In particular, the township authorizes Eagle Crest to make all decisions relating to the property, including providing any necessary permissions regarding tree removal, and acting as point of contact for all communications with DuPont or its representatives.

Sincerely,

Brenda L. Stumbo
Supervisor

Karen Lovejoy Roe
Clerk

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

May 29, 2012

VIA UPS OVERNIGHT

EAGLE CREST GOLF CLUB
ATTN: TODD GENSKE
1275 S HURON ST
YPSILANTI, MI 48197

Re: Claim Number(s): 9000162
Property Location: 1275 S HURON ST
YPSILANTI, MI 48197

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 21, 2011. DuPont has taken your response very seriously, and after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$19,200.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$111,030.00 that you can use to arrange for the replacement of those 30 tree(s) should you choose.
- Pay you \$4,500.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$9,392.00 that you can use to purchase tree care for 37 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$21,618.30 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement.

Amended Agreement

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables) and Addendum A to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Amended Agreement

To clarify your options regarding replacement trees, you may decide how to use the compensation set forth in the Amended Agreement for replacement trees and are not bound to purchase replacement tree(s). If you do opt to use this compensation to replace trees, the replacement tree or trees of your choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the your choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from your property. If you are unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, you may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if you so choose, you can receive another tree or trees of the same species at the value promised.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A Release Regarding Election to Remove Trees ("Addendum A"), carefully. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 1275 S HURON ST, YPSILANTI, MI 48197. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$19,200.00 in lieu of DuPont removing the trees specified in Table 1. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner recognizes that it must abide by DuPont's Tree Removal and Disposal Guidelines in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$111,030.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement

Amended Agreement

tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$9,392.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because

Amended Agreement

of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$21,618.30 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on

Amended Agreement

Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Amended Agreement, including Addendum A, and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Amended Agreement, and Addendum A, were signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Amended Agreement, and Addendum A, is made with regard to such possible future discoveries, and the Amended Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

Amended Agreement

- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released.

OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement, and Addendum A, (including the DuPont Limited Warranty) in any way will be arbitrated on

Amended Agreement

an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorializes and constitutes the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding

Amended Agreement

Claim Number: 9000162

Page 10

upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

Amended Agreement

Claim Number: 9000162
Page 11**Authorized Property Owner**

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Amended Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign

Witness_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title (if applicable)_____
Date_____
Business Name (if applicable)_____
Address_____
Social Security or Tax ID No.
Required for Payment Purposes_____
City, State Zip_____
Date_____
Telephone Number

Amended Agreement

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Pine White	24	\$3,000.00
3	Pine White	23	\$3,000.00
5	Pine White	27	\$4,000.00
6	Pine White	28	\$4,000.00
8	Pine White	26	\$3,500.00
9	Pine White	33	\$5,500.00
11	Pine White	26	\$3,500.00
12	Pine White	26	\$3,500.00
13	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	16	\$1,000.00
18	Pine White	31	\$5,000.00
22	Spruce Norway	34	\$5,500.00
23	Spruce Norway	33	\$5,500.00
27	Spruce Norway	35	\$6,000.00
29	Spruce Norway	27	\$4,000.00
35	Spruce Norway	27	\$4,000.00
36	Spruce Norway	33	\$5,500.00
39	Spruce Norway	27	\$4,000.00
43	Pine White	28	\$4,000.00
45	Pine White	26	\$3,500.00
46	Pine White	28	\$4,000.00
48	Pine White	24	\$3,000.00
49	Pine White	24	\$3,000.00

TABLE 1 - (Continued)
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value
50	Pine White	26	\$3,500.00
52	Pine White	22	\$2,500.00
53	Pine White	22	\$2,500.00
54	Pine White	23	\$3,000.00
58	Pine White	34	\$5,500.00
66	Spruce Colorado Blue	24	\$3,000.00

TABLE 2
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
1	Pine White	28	\$184.00
4	Pine White	24	\$300.00
7	Pine White	26	\$320.00
10	Pine White	27	\$320.00
14	Spruce Norway	25	\$320.00
17	Pine White	34	\$340.00
19	Pine White	32	\$198.00
20	Pine White	32	\$198.00
21	Spruce Norway	24	\$174.00
24	Spruce Norway	34	\$340.00
25	Spruce Norway	31	\$198.00
26	Spruce Norway	31	\$198.00
28	Spruce Norway	32	\$198.00
30	Spruce Norway	33	\$198.00
31	Spruce Norway	26	\$184.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
32	Spruce Norway	34	\$340.00
33	Spruce Norway	33	\$198.00
34	Spruce Norway	27	\$184.00
37	Spruce Norway	35	\$198.00
38	Spruce Norway	39	\$360.00
40	Spruce Norway	36	\$209.00
41	Pine White	30	\$320.00
42	Pine White	32	\$198.00
44	Pine White	32	\$198.00
47	Pine White	24	\$300.00
51	Pine White	22	\$300.00
55	Pine White	26	\$320.00
56	Pine White	26	\$320.00
57	Pine White	26	\$320.00
59	Pine White	32	\$340.00
60	Pine White	32	\$340.00
61	Spruce Colorado Blue	18	\$235.00
62	Spruce Colorado Blue	16	\$136.00
63	Spruce Colorado Blue	18	\$235.00
64	Spruce Colorado Blue	16	\$136.00
65	Spruce Colorado Blue	24	\$300.00
67	Spruce Colorado Blue	18	\$235.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Tree Removal	Payment	\$19,200.00
Removed Tree Value	Payment	\$111,030.00
Replacement New Tree Maintenance	Payment	\$4,500.00
Care for Existing Trees	Payment	\$9,392.00
Total Claim Value		\$144,122.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$21,618.30

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

ADDENDUM A**RELEASE REGARDING ELECTION TO REMOVE TREES**

This Release Regarding Election to Remove Trees ("Release") is made as of _____, 2012 (the "Effective Date") by E.I. du Pont de Nemours and Company, ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner"), for property located at _____ (collectively referred to as "the Parties").

RECITALS

1. Owner had Imprelis® (the "Product") applied to its property during 2011.
2. Damage to certain species of trees was discovered after Product was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Product caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is for DuPont to pay for and perform the removal of certain damaged trees on Owner's property.
6. Owner has advised that it does not want DuPont to remove certain damaged trees from its property but would rather receive the funds allocated for removal of the trees in Table 1 and remove those trees itself.
7. Owner has advised that it has the capability to remove the trees in Table 1 of the Amended Agreement itself and that it will abide by DuPont's Removal and Disposal Guidelines, attached hereto as Exhibit "I."
8. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors, and all of their respective principals, agents,

Amended Agreement

officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner will be removing from its own property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Amended Agreement.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont's Tree Removal and Disposal Guidelines: Owner warrants that it will comply with DuPont's Tree Removal and Disposal Guidelines, attached hereto as Exhibit "I" and incorporated herein by this reference.
2. Liability and Indemnity: Owner shall indemnify, defend and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including, without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's Tree Removal And Disposal Guidelines set forth in Exhibit "I" or as a result of any other damages caused by the removal or disposal of the trees set forth in Table 1.
3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they

may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and set forth in Exhibit "I" attached hereto, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Business Name (if applicable)

Date

EXHIBIT "1" TO ADDENDUM A**DUPONT TREE REMOVAL AND DISPOSAL GUIDELINES**

1. Owner will completely remove the Trees set forth in Table 1 of the Amended Agreement from Owner's property, including any associated roots, leaves, needles, soil, turf, or other waste.
2. No tree debris will be left on site.
3. Owner shall dispose of removed trees and any associated roots, leaves, needles, soil, turf, or other waste in a safe and environmentally sound manner in accordance with applicable laws and the specifications set forth herein.
4. Under no circumstances should any tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g. recycling).
5. Trees that are removed may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional, and local regulations. Open burning is also an alternative if approved under local regulations.
6. If not landfilled, excavated soil should be disposed of in locations where it will not impact any other plantings through direct application or runoff. Excavated soil may be used on site as long as it is applied well away from desirable plant root zones.
7. All documentation concerning removal and disposal of trees must be maintained by Owner for a period of 2 (two) years. Documentation includes all invoices, documents showing change of custody of material, receipts for cost of disposal, as well as photographic images showing the disposal process and/or method.

I declare under penalty of perjury that I will abide by the requirements set forth in these Guidelines with regard to removal and disposal of the trees identified in Table 1 of the Amended Agreement.

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Amended Agreement

Business Name (if applicable)

Date

IMPRELIS® Claim Form for Golf Courses*This Imprelis® Claim Form must be completed and postmarked no later*Filed: USBC —
Imprelis, Et Al.
00-00000 (IMP)

0009000162



The Property Location ID is:

A. GOLF COURSE LOCATION:

Golf Course Name: Eagle Crest Golf Club
Address: 1275 S HURON ST. City: YPSILANTI
Address Line 2: _____ State, Zip Code: MI 48197

Contact First Name: Todd Phone Number: (734) 395-8571
Contact Last Name: GENSKE Email Address: _____

Mailing address, if different from above:

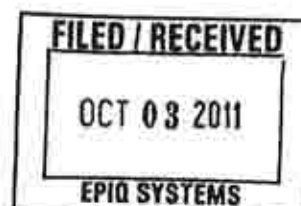
Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

Please indicate preferred means of contact: ☒ Email ☐ PhoneI have confirmed that the property owner has not retained a lawyer related to this claim: ☒ Yes**B. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:**

Insurance Company: _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____

Has the golf course received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section C of Claim Form)? ☐ Yes or ☒ No

If yes, please detail amount received, and recipient: _____



C. TREE DETAIL LISTING

Page 2 of 9

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column.			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
11		WP		26		3	2	D	N		
12		WP		26		4	2	N/A	N		
13	NS			19		3	2	N/A	N		
14	NS			25		2	4	N/A	N		
15	NS			18		5	3	N/A	N		
16	NS			16		4	2	N/A	N		
17		WP		34		2	2	U	N		
18		WP		31		3	3	U	N		
19		WP		32		1	2	U	N		
20		WP		32		1	6	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 3 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
21	NS			24		1	6	D	N		
22	NS			34		4	3	D			
23	NS			33		3	4				
24	NS			34		2	3				
25	NS			31		1	8				
26	NS			31		1	4				
27	NS			35		3	5				
28	NS			32		1	4				
29	NS			27		3	5				
30	NS			33		1	3				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 4 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other Tree Species								
31	NS			24		1	6	N/A	N		
32	NS			34		2	8	U	N		
33	NS			33		1	12	U	N		
34	NS			27		1	9	U	N		
35	NS			27		4	3	N/A	N		
36	NS			33		3	4	D	N		
37	NS			35		1	6	D	N		
38	NS			39		2	8	NA	N		
39	NS			27		3	6	D	N		
40	NS			34		1	7	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DoPort ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Page 5 of 7

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
41		wp		30		2	1	D	N		
42		wp		32		1	2				
43		wp		28		4	1				
44		wp		32		1	3				
45		wp		26		4	2				
46		wp		28		4	2				
47		wp		24		2	1				
48		wp		28		4	2				
49		wp		24		3	1				
50		wp		26		3	1				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 6 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
57		wp		22		2	2	D	N		
52		wp		22		3	2	D	N		
53		wp		22		3	2	D	N		
54		wp		23		3	2	D	N		
55		wp		26		2	3	D	N		
56		wp		26		2	4	D	N		
57		wp		26		2	3	N/A	N		
58		wp		34		3	4	N/A	N		
59		wp		32		2	3	N/A	N		
60		wp		32		2	4	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Page 7 of 11

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column		Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine								
61			18		2	5	N/A	N		
62			16		1	5	N/A	N		
63			18		2	6	N/A	N		
64			12		1	6	N/A	N		
65			24		2	6	D	N		
66			24		3	8	D	N		
67			18		2	7	D	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

D. SITE MAP

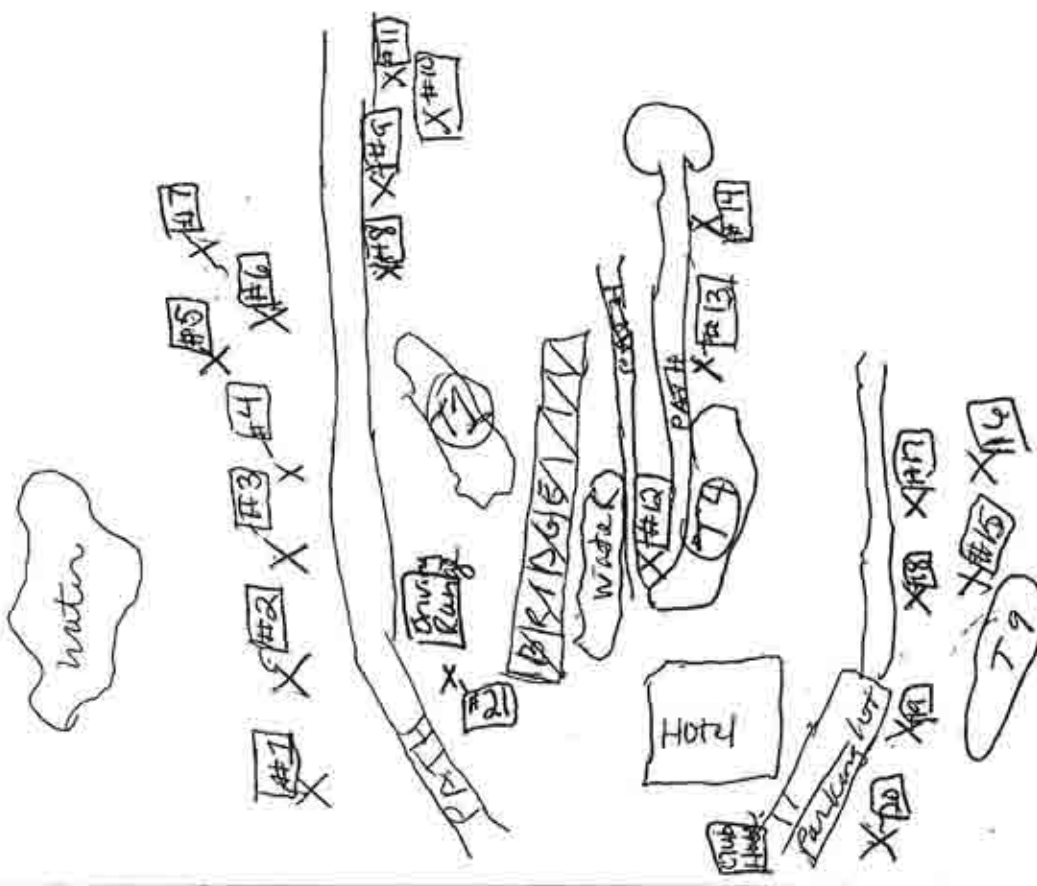
Property Location ID:

pg 1 of 3

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

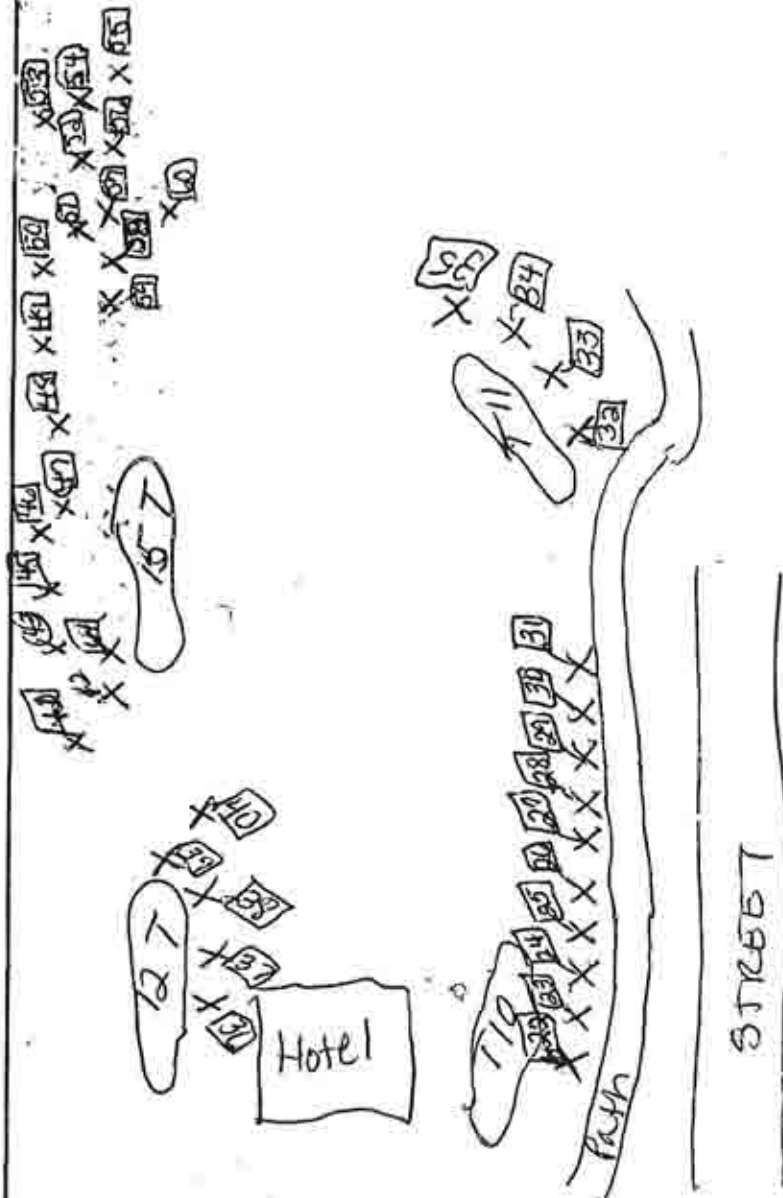
Property Location ID:

243.

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

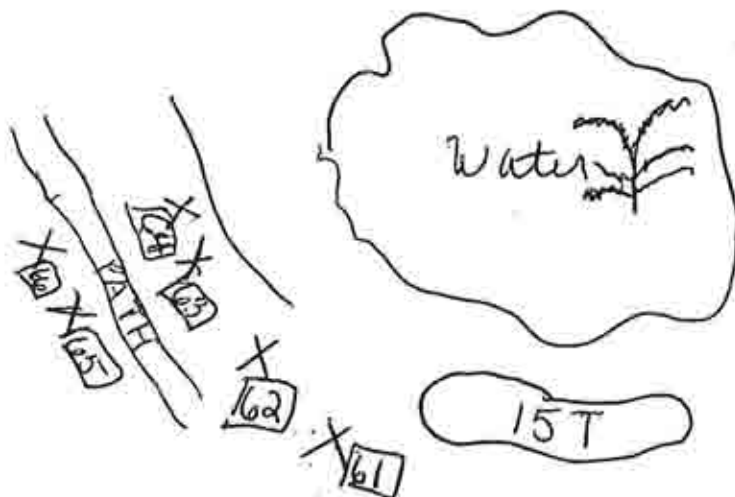
Property Location ID:

3063

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North



E. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: June 15, 2011
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? 1
3. Did irrigation occur on this property after the application of Imprelis®? ☒ Yes ☐ No ☐ Unknown
 - a. If yes, what is the approximate number of gallons of water applied? unknown
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? ☐ Yes ☒ No ☐ Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? ☐ Yes ☒ No ☐ Unknown
 - a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? ☐ Yes ☒ No ☐ Unknown
 - a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown

F. DECLARATION:

Golf Course Professional – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: 9/30/11

Name (please print): TODD GENSKE

Signature: 

Title: GCS.

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID:

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Date: 9-30-2011

Name (please print): Linda Sumpter

Signature: Linda Sumpter

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 9/30/11

Name (please print): TODD GENSKÉ

Signature: Todd Genske

Title: GOLF COURSE SUPERINTENDENT

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
PO Box 4834, Grand Central Station
New York, NY 10163-4834

May 29, 2012

VIA UPS OVERNIGHT

EAGLE CREST GOLF CLUB
ATTN: TODD GENSKE
1275 S HURON ST
YPSILANTI, MI 48197

Re: Claim Number(s): 9000162
Property Location: 1275 S HURON ST
YPSILANTI, MI 48197

E.I. du Pont de Nemours and Company ("DuPont") has received your response to the Claim Resolution Agreement dated November 21, 2011. DuPont has taken your response very seriously, and after careful consideration, has prepared the attached Amended Claim Resolution Agreement ("Amended Agreement"). This notice only applies to the property identified above. If you submitted information about other properties, separate notice letters have been or will be issued to you.

If you agree to the terms of the enclosed Amended Agreement, including Addendum A, which is a Release Regarding Election to Remove Trees on your property ("Addendum A"), DuPont offers to:

- Pay you \$19,200.00 to remove the trees in Table 1 of the Amended Agreement in lieu of DuPont removing the trees specified in Table 1 of the Amended Agreement.
- Pay you \$111,030.00 that you can use to arrange for the replacement of those 30 tree(s) should you choose.
- Pay you \$4,500.00 to provide new tree maintenance for your replacement tree(s).
- Pay you \$9,392.00 that you can use to purchase tree care for 37 other tree(s) remaining on your property.
- Give you a limited warranty for damage (if any) to trees caused by Imprelis® arising in the future.
- Pay you an additional \$21,618.30 in compensation.

Detailed information about each of these offers is provided in the enclosed Amended Agreement.

Amended Agreement

In agreeing to accept payment from DuPont relating to trees on your property, you must also agree to several other terms, including, but not limited to, a release waiving your right to file or participate in any lawsuit related to Imprelis®, an agreement to bring remaining disputes in arbitration, and a waiver of your right to a jury trial. In addition, you must execute Addendum A. Please read the enclosed Amended Agreement, including Addendum A, in its entirety. You may seek the advice of counsel of your choosing at any time before signing the Amended Agreement, including Addendum A.¹

It is our hope to resolve your claim as promptly as possible. If you agree to the terms, please sign where indicated, include a witness signature as required, and return all of the pages of the Amended Agreement (including the Tables) and Addendum A to:

If by regular mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
P.O. Box 4834, Grand Central Station
New York, NY 10163-4834

If by overnight mail:

Imprelis Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

¹ NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;
- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released. OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

Amended Agreement

To clarify your options regarding replacement trees, you may decide how to use the compensation set forth in the Amended Agreement for replacement trees and are not bound to purchase replacement tree(s). If you do opt to use this compensation to replace trees, the replacement tree or trees of your choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the your choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from your property. If you are unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, you may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if you so choose, you can receive another tree or trees of the same species at the value promised.

Once DuPont receives the signed Amended Agreement, and Addendum A, it will begin the steps outlined in the Amended Agreement. Payments will be made via check and sent to the address indicated at the top of this letter.

DuPont intends for this Amended Agreement to provide resolution of your Imprelis®-related claims and is hopeful that it will meet with your satisfaction. If you have any questions or concerns about the Imprelis® Claims Resolution Process, please contact DuPont at 1-866-796-4783.

Please read this entire Amended Claim Resolution Agreement ("Amended Agreement"), including Addendum A Release Regarding Election to Remove Trees ("Addendum A"), carefully. By signing the Amended Agreement, and Addendum A, you agree to be bound by all of the terms and conditions set forth below.

AMENDED CLAIM RESOLUTION AGREEMENT

This Amended Claim Resolution Agreement ("Amended Agreement") is entered into between E.I. du Pont de Nemours and Company ("DuPont") and an authorized owner of the property at 1275 S HURON ST, YPSILANTI, MI 48197. The authorized Owner ("Owner") represents that he or she holds title to the property at issue, and that all other persons or entities holding a fee simple, leasehold or other possessory interest in the property have authorized Owner to execute this Amended Agreement, and Addendum A, to bind them to the terms thereof, and to make choices about and receive services and payment on their behalf.

TREE REMOVAL AND REPLACEMENT

There may be laws or regulations and/or neighborhood or homeowner association rules that address tree removal or replacement. Before any removal and/or replacement of trees can take place under this Amended Agreement, and Addendum A, Owner must make sure that such action is in compliance with such laws, rules and/or regulations.

REMOVAL OF TREES

Payment: DuPont recommends removal for all trees listed in Table 1. Owner has advised that it does not want DuPont to remove certain damaged trees from its property. Owner has advised that in lieu of removal of the damaged trees by DuPont, it would like to receive payment from DuPont for the value of removal of the damaged trees and it will remove the trees in Table 1 itself. DuPont offers to pay Owner \$19,200.00 in lieu of DuPont removing the trees specified in Table 1. If trees listed in Table 1 have already been removed and disposed of properly, DuPont will pay Owner an amount to compensate Owner for removal of those trees.

Owner has read and agreed to the terms set forth in Addendum A, attached hereto and incorporated herein by this reference, which concerns Owner's preference to be paid in lieu of having DuPont remove the tree(s) specified in Table 1 and Owner's preference to remove the trees in Table 1 itself. Owner recognizes that it must abide by DuPont's Tree Removal and Disposal Guidelines in exchange for DuPont's agreement to pay Owner to remove its own trees.

REPLACEMENT

Payment: DuPont offers to pay Owner \$111,030.00 for the value of the trees listed in Table 1. Owner shall decide how to use this compensation and is not bound to purchase replacement tree(s). If Owner opts to use this compensation to replace trees, replacement tree or trees of the Owner's choosing may be purchased from (a) one of DuPont's designated qualified tree replacers or (b) a tree replacer of the Owner's choosing. A list of designated qualified tree replacers is available at www.imprelis-facts.com. If Owner decides to purchase replacement

Amended Agreement

tree(s) from a tree replacer other than those listed on the designated qualified tree replacer list, the Limited Warranty for new trees identified below may not apply. Not all trees (particularly trees greater than 20 feet tall) will be able to be replaced with precise equivalents. Table 5 represents a listing of tree replacement prices that have been agreed to by DuPont's designated qualified tree replacers for the particular species of trees to be removed from Owner's property. If Owner is unable to arrange for tree replacement with another tree or trees of the same species from one of DuPont's designated qualified tree replacers at the prices set forth in Table 5, Owner may contact DuPont at 1-866-796-4783 for assistance. DuPont will work with its designated qualified tree replacers or another company to ensure that, if Owner so chooses, Owner can receive another tree or trees of the same species at the value promised.

New Tree Maintenance: In addition, DuPont will pay Owner \$150.00 per removed tree for new tree maintenance of any replacement trees.

Qualified Tree Replacer Limited Warranty for Replacement Trees: Each replacement tree planted by DuPont's designated qualified tree replacers will be covered by a two-year replacement guarantee supported by DuPont's designated qualified tree replacers. If Owner believes that the tree replacement guarantee is not being honored by DuPont's designated qualified tree replacers, Owner should contact DuPont at 1-866-796-4783 for assistance.

Any replacement tree will be planted in a workmanlike manner according to standard industry practice. Subject to the limitations below, any replacement tree that does not survive the period extending two years from the date of planting will be replaced by a tree of the same or similar value. A tree will only be replaced once during the warranty period. A new guarantee will not extend to a replacement tree planted during the warranty period.

The warranty excludes any damage to a tree outside of DuPont's designated qualified tree replacers' control and specifically excludes any tree damage resulting from acts of nature such as severe weather conditions, wind, hail, low temperature, drought, flooding, or storm damage; damage caused by humans or animals, including mowing, plowing, digging; damage caused by insects or disease; and damage attributable to an Owner's failure to properly care for a replacement tree, such as improper watering, pruning, and fertilization. The limited warranty provided by DuPont's designated qualified tree replacers excludes any tree damage relating to Imprelis®.

TREE CARE

Payment: DuPont recommends tree care for the trees listed in Table 2, as care is required for these trees to have the best chance to thrive. DuPont will pay Owner \$9,392.00 so that Owner can provide tree care for each of these trees. DuPont recommends that Owner consult an arborist or lawn care professional for assistance in purchasing and/or ascertaining proper tree care for the trees listed in Table 2. Tree care for each tree may include pruning, shaping, watering, insect spraying, and other care.

Reassessment. If a tree receiving tree care remains alive at the end of the DuPont Limited Warranty period set forth below, but Owner reasonably believes that it will not recover because

Amended Agreement

of its exposure to Imprelis®, DuPont will, at Owner's request, reassess the tree for possible removal and replacement or reasonable compensation. If a tree receiving tree care dies during the DuPont Limited Warranty period set forth below because of its exposure to Imprelis®, DuPont will arrange to remove and replace the tree or provide reasonable compensation for the value of the tree. Owner should make any requests under this subparagraph by calling 1-866-796-4783. DuPont will not be responsible for reassessment, removal, replacement or compensation for any tree for which Owner has failed to provide appropriate care. When requesting reassessment of a tree, Owner agrees to provide adequate documentation, such as receipts, invoices, or other information, to verify that the Owner provided appropriate tree care to the trees identified on Table 2.

Important: If Owner removes (or authorizes anyone else to remove) any tree identified on Table 2 at a future time, Owner agrees that the removal and disposal will be performed in accordance with the instructions listed at www.imprelis-facts.com.

ADDITIONAL PAYMENT

In addition to the above, DuPont will make an additional payment to Owner. The amount of the additional payment is listed in the bottom row of Table 4, and represents 15% of the total value of the other payments and services DuPont is providing. This additional payment of \$21,618.30 is intended to compensate Owner for all other potential Imprelis®-related claims against DuPont that may exist, including but not limited to any claims for loss of aesthetic enjoyment; loss of use; loss in property value; or claimed damage to other trees, shrubs, grasses, or other plants.

DUPONT LIMITED WARRANTY

DuPont warrants against any damage to any tree on Owner's property (including replacement trees) caused by Imprelis® until December 31, 2013, or in the case of replacement trees, until a date two years after the date of planting. In the event that the Owner's property is sold, this limited warranty transfers with the property to the new owner. If Owner believes that a tree covered by this warranty has experienced damage caused by Imprelis®, it shall promptly inform DuPont by sending a letter detailing such damage and the reason Owner believes it is caused by Imprelis® to:

DuPont Imprelis® Claims Resolution Process
c/o Epiq Systems
757 Third Avenue, 3rd Floor
New York, NY 10017

This warranty does not apply to trees recommended to receive tree care for which Owner has failed to provide appropriate care.

RELEASE AND NOTICE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on

Amended Agreement

Owner's property, and any Imprelis® distributors; and all of their respective principals, agents, officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that exist between or among Owner and any Released Party or Parties as related to Imprelis® or the application of Imprelis® to the Owner's property, this Amended Agreement, including Addendum A, and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement. This release does not include claims made under the DuPont Limited Warranty.

Owner and DuPont agree that no medical claim has been made or released by Owner that would implicate the Medicare Secondary Payer Act or the Medicare, Medicaid, and SCHIP Extension Act of 2007.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Amended Agreement, and Addendum A, were signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Amended Agreement, and Addendum A, is made with regard to such possible future discoveries, and the Amended Agreement cannot be reopened in light of any such future discoveries.

NOTICE: DuPont advises Owner that other property owners have filed lawsuits against DuPont, including those seeking to certify class actions of which Owner may be a putative member. These lawsuits allege, among other things, that DuPont failed adequately to test Imprelis® before releasing it to the market and failed to include appropriate warnings about the harm that Imprelis® could cause to non-target vegetation. Plaintiffs in these lawsuits seek compensatory damages, statutory damages, punitive damages, and other types of relief that may be greater than that available in this claims process.

Many of those lawsuits have been consolidated in *In re Imprelis Herbicide Marketing, Sales Practices and Products Liability Litigation*, Case No. 2:11-md-02284-GP in the U.S. District Court for the Eastern District of Pennsylvania. The Court has appointed the following counsel for Plaintiffs:

Liaison Counsel

- Robert Kitchenoff of WEINSTEIN KITCHENOFF & ASHER LLC, 1845 Walnut Street, Suite 1100, Philadelphia, Pennsylvania 19103, (215) 545-7200.

Co-Lead Counsel

- Richard J. Arsenault of NEBLETT, BEARD & ARSENAULT, 2220 Bonaventure Court, P.O. Box 1190, Alexandria, Louisiana 71301, (800) 256-1050;

Amended Agreement

- Adam J. Levitt of WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC, 55 West Monroe Street, Suite 1111, Chicago, Illinois 60603, (312) 984-0000;
- Hollis L. Salzman of LABATON SUCHAROW LLP, 140 Broadway, New York, New York 10005, (212) 907-0700; and
- Jonathan D. Selbin of LIEFF CABRASER HEIMANN & BERNSTEIN, LLP, 250 Hudson Street, 8th Floor, New York, New York 10013, (212) 355-9500.

Copies of any complaints are available on request from DuPont. By signing this release, in exchange for the relief provided by DuPont, Owner is foregoing any right to participate in any of these other actions or to otherwise file suit against DuPont for claims released.

OWNER UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK LEGAL COUNSEL OF OWNER'S OWN CHOICE BEFORE SIGNING THIS AMENDED AGREEMENT.

NO ADMISSIONS OR CONCESSIONS

This Amended Agreement, and Addendum A, shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of any party to this Amended Agreement, and Addendum A.

OWNER'S REPRESENTATIONS, COVENANTS, AND WARRANTIES

Owner represents, covenants, and warrants that:

- it has not assigned, transferred, encumbered, or otherwise impaired its rights to settle any claims released by the Amended Agreement, and Addendum A; AND
- it will pay or otherwise resolve all known liens asserted in or arising out of this matter, including any liens asserted by Owner's attorney, insurers or others.

ARBITRATION AGREEMENT

Owner and DuPont agree that any and all claims or disputes of whatever nature between Owner and DuPont and/or any Released Party or Parties that arise out of or relate to Owner's claims, Imprelis®, or this Amended Agreement (including but not limited to those relating to the DuPont Limited Warranty, this Amended Agreement, and Addendum A, and the events surrounding its negotiation and execution) in any way must be resolved through mandatory, binding arbitration, rather than litigation in court. This Amended Agreement, and Addendum A, shall be enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **An arbitrator, not a judge or jury, will decide any dispute. DuPont and Owner hereby specifically waive any right to trial by jury.** If any part of this paragraph is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- a) Class Action Waiver. Owner agrees that any and all claims or disputes between it and any Released Party or Parties that arise out of or relate to this Amended Agreement, and Addendum A, (including the DuPont Limited Warranty) in any way will be arbitrated on

Amended Agreement

an individual basis and that there will be no class or representative actions in arbitration. Owner agrees not to participate in a class or representative action against any Released Party or Parties and agrees to affirmatively opt out of such a class, if the class action asserts claims that would fall within the scope of the Release if they were asserted directly by Owner. Owner and DuPont agree that this class action waiver is an essential part of this Amended Agreement, and Addendum A, and that the class action waiver may not be severed from this Amended Agreement, and Addendum A. If this class action waiver is found to be unenforceable by any court or arbitrator, then the Amended Agreement, and Addendum A, are invalid.

- b) Choice of Arbitrator, Fees and Costs. All arbitrations shall be conducted before the CPR International Institute for Conflict Prevention and Resolution (www.cpradr.org, 1-212-949-6490). The CPR Fast Track Arbitration Rules will apply in any arbitration. Arbitration fees, not including attorney's fees and costs, shall be borne by DuPont.
- c) Limit on Relief in Arbitration. DuPont and Owner agree that an arbitrator may only award such relief as a court of competent jurisdiction could.

MISCELLANEOUS

Mandatory Disclosures. State and local laws may require that Owner disclose to potential buyers the existence of pending Imprelis® claims, as well as the warranties set forth in the Amended Agreement. Owner may consult with an attorney of its choosing at any time regarding disclosure obligations that may arise during sale of this property.

Choice of Law. This Amended Agreement, and Addendum A, are made and shall be construed, interpreted, enforced, and governed in all respects under the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Severance. Aside from specific exceptions explicitly noted in the Amended Agreement, and Addendum A, if any provision, or any portion of any provision, of this Amended Agreement, and Addendum A, is held to be illegal, invalid, or contrary to public policy by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted; neither such provision, nor its severance and deletion, shall affect the validity of the remaining provisions of this Amended Agreement or Addendum A.

Integration. This Amended Agreement, and Addendum A, memorializes and constitutes the entire Amended Agreement and understanding between and among DuPont and Owner, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, whether written or unwritten. Owner acknowledges that no Released Party, or any agent or attorney of any Released Party, has made any promise, representation, or warranty whatsoever respecting this Amended Agreement, or Addendum A, and that Owner has not relied on any such promise, representation, or warranty.

Heirs and Successors Bound. This Amended Agreement, and Addendum A, shall be binding

Amended Agreement

Claim Number: 9000162
Page 10

upon and inure to the benefit of DuPont and Owner hereto and their respective heirs, personal representatives, successors and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate or reorganize.

DuPont and Owner have fully read and understood the terms and conditions above, and agree to be bound by them.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

Amended Agreement

Claim Number: 9000162

Page 11

Authorized Property Owner

If signature is by a trustee, executor, administrator, attorney-in-fact, officer of a corporation or other acting in a fiduciary or representative capacity, it must be so indicated and **proper evidence of authority satisfactory to DuPont, must be submitted**. A tax identification number **must** be provided for all non-residential properties, including golf courses, corporations, and companies.

The Property Owner must have a witness present when signing this Amended Agreement. The witness must then sign the signature line below and provide the specified contact information. The Owner must return all pages of the Amended Agreement (including the Tables).

The Undersigned represents that
I have full authority to sign

Witness_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title (if applicable)_____
Date_____
Business Name (if applicable)_____
Address_____
Social Security or Tax ID No.
Required for Payment Purposes_____
City, State Zip_____
Date_____
Telephone Number

Amended Agreement

**TABLE 1
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT**

Tree No.	Tree Species	Height (feet)	Removed Tree Value
2	Pine White	24	\$3,000.00
3	Pine White	23	\$3,000.00
5	Pine White	27	\$4,000.00
6	Pine White	28	\$4,000.00
8	Pine White	26	\$3,500.00
9	Pine White	33	\$5,500.00
11	Pine White	26	\$3,500.00
12	Pine White	26	\$3,500.00
13	Spruce Norway	19	\$1,910.00
15	Spruce Norway	18	\$1,120.00
16	Spruce Norway	16	\$1,000.00
18	Pine White	31	\$5,000.00
22	Spruce Norway	34	\$5,500.00
23	Spruce Norway	33	\$5,500.00
27	Spruce Norway	35	\$6,000.00
29	Spruce Norway	27	\$4,000.00
35	Spruce Norway	27	\$4,000.00
36	Spruce Norway	33	\$5,500.00
39	Spruce Norway	27	\$4,000.00
43	Pine White	28	\$4,000.00
45	Pine White	26	\$3,500.00
46	Pine White	28	\$4,000.00
48	Pine White	24	\$3,000.00
49	Pine White	24	\$3,000.00

TABLE 1 - (Continued)
TREES RECOMMENDED FOR REMOVAL AND REPLACEMENT

Tree No.	Tree Species	Height (feet)	Removed Tree Value
50	Pine White	26	\$3,500.00
52	Pine White	22	\$2,500.00
53	Pine White	22	\$2,500.00
54	Pine White	23	\$3,000.00
58	Pine White	34	\$5,500.00
66	Spruce Colorado Blue	24	\$3,000.00

TABLE 2
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
1	Pine White	28	\$184.00
4	Pine White	24	\$300.00
7	Pine White	26	\$320.00
10	Pine White	27	\$320.00
14	Spruce Norway	25	\$320.00
17	Pine White	34	\$340.00
19	Pine White	32	\$198.00
20	Pine White	32	\$198.00
21	Spruce Norway	24	\$174.00
24	Spruce Norway	34	\$340.00
25	Spruce Norway	31	\$198.00
26	Spruce Norway	31	\$198.00
28	Spruce Norway	32	\$198.00
30	Spruce Norway	33	\$198.00
31	Spruce Norway	26	\$184.00

TABLE 2 - (Continued)
TREES RECOMMENDED FOR CARE

Tree No.	Tree Species	Height (feet)	Service Value
32	Spruce Norway	34	\$340.00
33	Spruce Norway	33	\$198.00
34	Spruce Norway	27	\$184.00
37	Spruce Norway	35	\$198.00
38	Spruce Norway	39	\$360.00
40	Spruce Norway	36	\$209.00
41	Pine White	30	\$320.00
42	Pine White	32	\$198.00
44	Pine White	32	\$198.00
47	Pine White	24	\$300.00
51	Pine White	22	\$300.00
55	Pine White	26	\$320.00
56	Pine White	26	\$320.00
57	Pine White	26	\$320.00
59	Pine White	32	\$340.00
60	Pine White	32	\$340.00
61	Spruce Colorado Blue	18	\$235.00
62	Spruce Colorado Blue	16	\$136.00
63	Spruce Colorado Blue	18	\$235.00
64	Spruce Colorado Blue	16	\$136.00
65	Spruce Colorado Blue	24	\$300.00
67	Spruce Colorado Blue	18	\$235.00

**TABLE 3
TREES RECOMMENDED FOR NO ACTION**

Tree No.	Tree Species	Height (feet)
N/A	N/A	N/A

**TABLE 4
VALUE OF COMPENSATION/SERVICES**

Category	Service or Payment	Value
Tree Removal	Payment	\$19,200.00
Removed Tree Value	Payment	\$111,030.00
Replacement New Tree Maintenance	Payment	\$4,500.00
Care for Existing Trees	Payment	\$9,392.00
Total Claim Value		\$144,122.00
Additional Compensation -- 15% of Total Claim Value	Payment	\$21,618.30

**TABLE 5
REPLACEMENT VALUE TABLE**

1' H	2-4' H	5-6' H	7-8' H	9-10' H	11-12' H	13-14' H	15-16' H	17-18' H	19-20' H
\$30	\$90	\$230	\$360	\$520	\$650	\$930	\$1,000	\$1,120	\$1,910

ADDENDUM A**RELEASE REGARDING ELECTION TO REMOVE TREES**

This Release Regarding Election to Remove Trees ("Release") is made as of _____, 2012 (the "Effective Date") by E.I. du Pont de Nemours and Company, ("DuPont" or "Released Party") in favor of _____, a property owner ("Owner"), for property located at _____ (collectively referred to as "the Parties").

RECITALS

1. Owner had Imprelis® (the "Product") applied to its property during 2011.
2. Damage to certain species of trees was discovered after Product was applied to Owner's property.
3. DuPont instituted a claims process to resolve claims of property owners that Product caused damage to their trees.
4. DuPont has offered to resolve Owner's claim for damage to the trees on its property through an Amended Claim Resolution Agreement ("Amended Agreement").
5. A component of DuPont's offer to resolve Owner's claim is for DuPont to pay for and perform the removal of certain damaged trees on Owner's property.
6. Owner has advised that it does not want DuPont to remove certain damaged trees from its property but would rather receive the funds allocated for removal of the trees in Table 1 and remove those trees itself.
7. Owner has advised that it has the capability to remove the trees in Table 1 of the Amended Agreement itself and that it will abide by DuPont's Removal and Disposal Guidelines, attached hereto as Exhibit "I."
8. This Addendum does not in any way alter the terms and conditions contained in the Amended Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RELEASE

As consideration for the above, Owner agrees to forever release, acquit, and discharge DuPont, any third-party individuals or entities that applied or arranged for the application of Imprelis® on Owner's property, and any Imprelis® distributors, and all of their respective principals, agents,

Amended Agreement

officers, directors, stockholders, owners, partners, employees, attorneys, sureties, insurers, successors, predecessors, assigns, and all affiliated corporations and entities, including their sureties, insurers, and attorneys, and each of them (collectively, the "Released Parties") from any and all liabilities, actual and potential claims, demands, and causes of action, of whatever nature, whether known or unknown, foreseen or unforeseen, asserted or unasserted, that Owner has or may in the future have against any Released Party or Parties as related to Imprelis®, the application of Imprelis® to the Owner's property, the removal of any trees on Owner's property, the disposal of any trees removed from Owner's property, or any resulting damage caused by trees which the Owner will be removing from its own property, this Release and the events surrounding its negotiation and execution, including but not limited to claims for fraud and fraudulent inducement.

In executing this release, Owner understands and acknowledges that it may discover facts (including but not limited to facts about Imprelis® or DuPont) or damages, or incur damages that were unknown or unanticipated at the time this Release was signed. Even so, Owner expressly, knowingly, and voluntarily agrees that Owner's decision to enter into this Release is made with regard to such possible future discoveries, and the Release cannot be reopened in light of any such future discoveries. Owner understands that it has the right to seek legal counsel of Owner's own choice before signing this Amended Agreement.

COVENANTS

1. Agreement By Owner To Remove and Dispose of Trees in Compliance with DuPont's Tree Removal and Disposal Guidelines: Owner warrants that it will comply with DuPont's Tree Removal and Disposal Guidelines, attached hereto as Exhibit "I" and incorporated herein by this reference.
2. Liability and Indemnity: Owner shall indemnify, defend and hold harmless DuPont, its directors, officers, employees agents and affiliates, from and against any and all losses, claims, obligations, liabilities, penalties, causes of actions, costs and expenses including, without limitation, orders, judgments, fines, and amounts paid in settlement, including reasonable attorneys' fees and expenses, arising directly out of claims or litigation against DuPont and arising specifically from Owner's failure to properly remove or dispose of any trees in compliance with DuPont's Tree Removal And Disposal Guidelines set forth in Exhibit "I" or as a result of any other damages caused by the removal or disposal of the trees set forth in Table 1.
3. Express Waiver of Future Claims: Owner hereby acknowledges that there is a risk that, subsequent to the execution of this Release, Owner may incur, suffer or sustain injuries, losses, damages, costs, attorneys' fees, expenses, or any of these, which are in some way caused by and/or connected with the matters referred to in this Release, or which are unknown or unanticipated at the time this Release is executed, or which are not presently capable of being ascertained. Owner acknowledges that there is a risk that such damages as are presently known may become more serious than Owner now expects or anticipates. Nevertheless, Owner expressly acknowledges that this Release has been negotiated and agreed upon in light of those realizations, and they thereby expressly waive all rights they

may have in such unsuspected claims.

DuPont and Owner have fully read and understood the terms and conditions above, and set forth in Exhibit "I" attached hereto, and agree to be bound by them.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

Signed,

E.I. du Pont de Nemours and Company



Carl A. Malatesta
Manager Claims Resolution

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Business Name (if applicable)

Date

EXHIBIT "1" TO ADDENDUM A**DUPONT TREE REMOVAL AND DISPOSAL GUIDELINES**

1. Owner will completely remove the Trees set forth in Table 1 of the Amended Agreement from Owner's property, including any associated roots, leaves, needles, soil, turf, or other waste.
2. No tree debris will be left on site.
3. Owner shall dispose of removed trees and any associated roots, leaves, needles, soil, turf, or other waste in a safe and environmentally sound manner in accordance with applicable laws and the specifications set forth herein.
4. Under no circumstances should any tree material be used for mulch or compost or disposed of in facilities that would turn it into compost or mulch (e.g. recycling).
5. Trees that are removed may be used for lumber, firewood, or to fuel various wood burning processes if such usage is otherwise consistent with state, regional, and local regulations. Open burning is also an alternative if approved under local regulations.
6. If not landfilled, excavated soil should be disposed of in locations where it will not impact any other plantings through direct application or runoff. Excavated soil may be used on site as long as it is applied well away from desirable plant root zones.
7. All documentation concerning removal and disposal of trees must be maintained by Owner for a period of 2 (two) years. Documentation includes all invoices, documents showing change of custody of material, receipts for cost of disposal, as well as photographic images showing the disposal process and/or method.

I declare under penalty of perjury that I will abide by the requirements set forth in these Guidelines with regard to removal and disposal of the trees identified in Table 1 of the Amended Agreement.

**The Undersigned represents that
I have full authority to sign**

Signature

Printed Name

Title (if applicable)

Amended Agreement

Business Name (if applicable)

Date

IMPRELIS® Claim Form for Golf Courses*This Imprelis® Claim Form must be completed and postmarked no later*Filed: USBC —
Imprelis, Et Al.
00-00000 (IMP)

0009000162



The Property Location ID is:

A. GOLF COURSE LOCATION:

Golf Course Name: Eagle Crest Golf Club
Address: 1275 S HURON ST. City: YPSILANTI
Address Line 2: _____ State, Zip Code: MI 48197

Contact First Name: Todd Phone Number: (734) 395-8571
Contact Last Name: GENSKE Email Address: _____

Mailing address, if different from above:

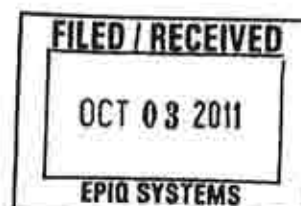
Address: _____ City: _____
Address Line 2: _____ State, Zip Code: _____

Please indicate preferred means of contact: ☒ Email ☐ PhoneI have confirmed that the property owner has not retained a lawyer related to this claim: ☒ Yes**B. IF AN INSURANCE CLAIM HAS BEEN FILED, PROVIDE INFORMATION BELOW:**

Insurance Company: _____ Address: _____
Last Name: _____ Address Line 2: _____
First Name: _____ City: _____
Phone Number: _____ State, Zip Code: _____
Email Address: _____ Claim No. (if known): _____

Has the golf course received payment from an insurance company related to impacted trees listed on Tree Detail Listing (Section C of Claim Form)? ☐ Yes or ☒ No

If yes, please detail amount received, and recipient: _____



C. TREE DETAIL LISTING

Page 2 of 4

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column.			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
11		WP		26		3	2	D	N		
12		WP		26		4	2	N/A	N		
13	NS			19		3	2	N/A	N		
14	NS			25		2	4	N/A	N		
15	NS			18		5	3	N/A	N		
16	NS			16		4	2	N/A	N		
17		WP		34		2	2	U	N		
18		WP		31		3	3	U	N		
19		WP		32		1	2	U	N		
20		WP		32		1	6	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 3 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
21	NS			24		1	6	D	N		
22	NS			34		4	3	D			
23	NS			33		3	4				
24	NS			34		2	3				
25	NS			31		1	8				
26	NS			31		1	4				
27	NS			35		3	5				
28	NS			32		1	4				
29	NS			27		3	5				
30	NS			33		1	3				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 4 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other Tree Species								
31	NS			24		1	6	N/A	N		
32	NS			34		2	8	U	N		
33	NS			33		1	12	U	N		
34	NS			27		1	9	U	N		
35	NS			27		4	3	N/A	N		
36	NS			33		3	4	D	N		
37	NS			35		1	6	D	N		
38	NS			39		2	8	NA	N		
39	NS			27		3	6	D	N		
40	NS			34		1	7	U	N		

*Note: The U.S. Environmental Protection Agency has requested that DoPort ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Property Location ID:

Page 5 of 7

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Mulched with Chippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
41		wp		30		2	1	D	N		
42		wp		32		1	2				
43		wp		28		4	1				
44		wp		32		1	3				
45		wp		26		4	2				
46		wp		28		4	2				
47		wp		24		2	1				
48		wp		28		4	2				
49		wp		24		3	1				
50		wp		26		3	1				

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 6 of 7

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column			Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine	Other (Provide Tree Species)								
57		wp		22		2	2	D	N		
52		wp		22		3	2	D	N		
53		wp		22		3	2	D	N		
54		wp		23		3	2	D	N		
55		wp		26		2	3	D	N		
56		wp		26		2	4	D	N		
57		wp		26		2	3	N/A	N		
58		wp		34		3	4	N/A	N		
59		wp		32		2	3	N/A	N		
60		wp		32		2	4	N/A	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

C. TREE DETAIL LISTING

Page 7 of 11

Property Location ID:

Tree Number	Please Check Norway Spruce or White Pine. If Neither, Please Specify Tree Species in the Other Column		Height (in Feet)	Trunk Circumference (in Inches - For Deciduous Trees Only)	Rating (0-5 or X)	Estimated Proximity of Tree to Area Treated with Imprelis® (in Feet)*	Is Tree Upslope or Downslope, or Both, to Area Treated with Imprelis®? (Mark U, D or B)*	Was the Tree Matched with Clippings from Area Treated with Imprelis®? (Y/N)*	If Tree Removed, Provide the Date and Removal Company Name	Comments
	Norway Spruce	White Pine								
61			18		2	5	N/A	N		
62			16		1	5	N/A	N		
63			18		2	6	N/A	N		
64			12		1	6	N/A	N		
65			24		2	6	D	N		
66			24		3	8	D	N		
67			18		2	7	D	N		

*Note: The U.S. Environmental Protection Agency has requested that DuPont ask these questions about impacted trees. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

D. SITE MAP

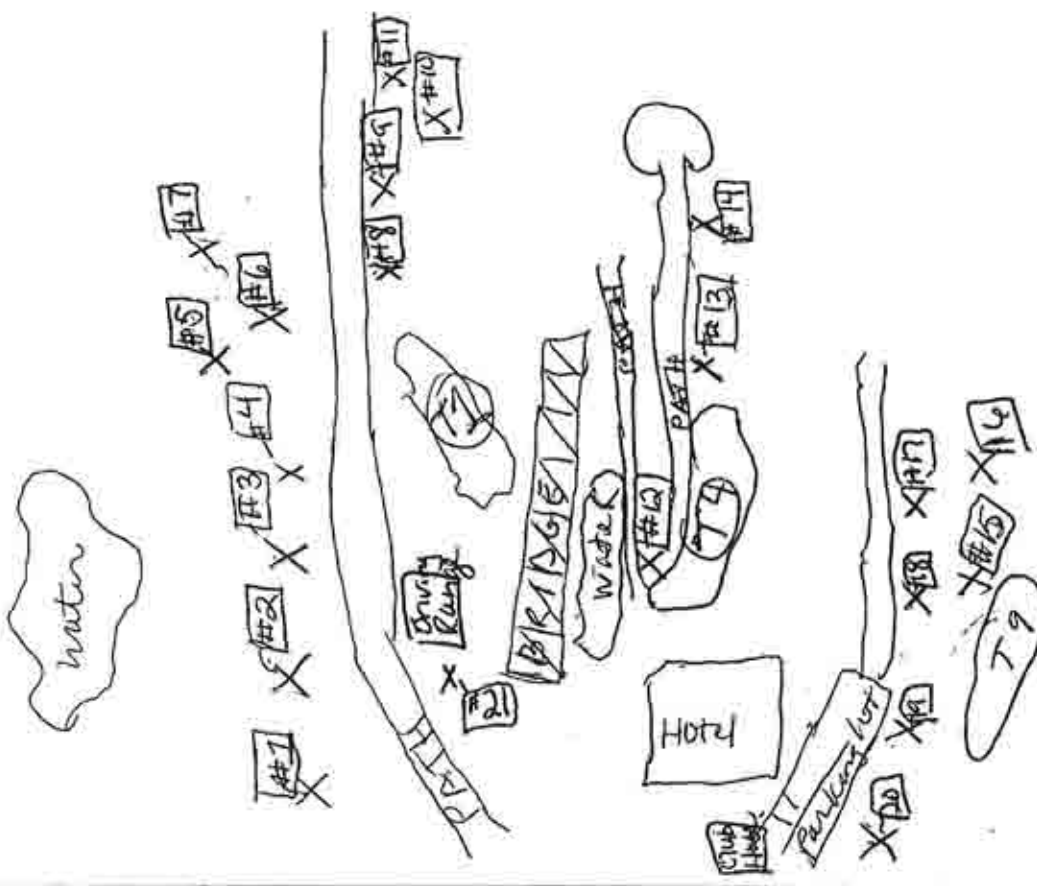
Property Location ID:

pg 1 of 3

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

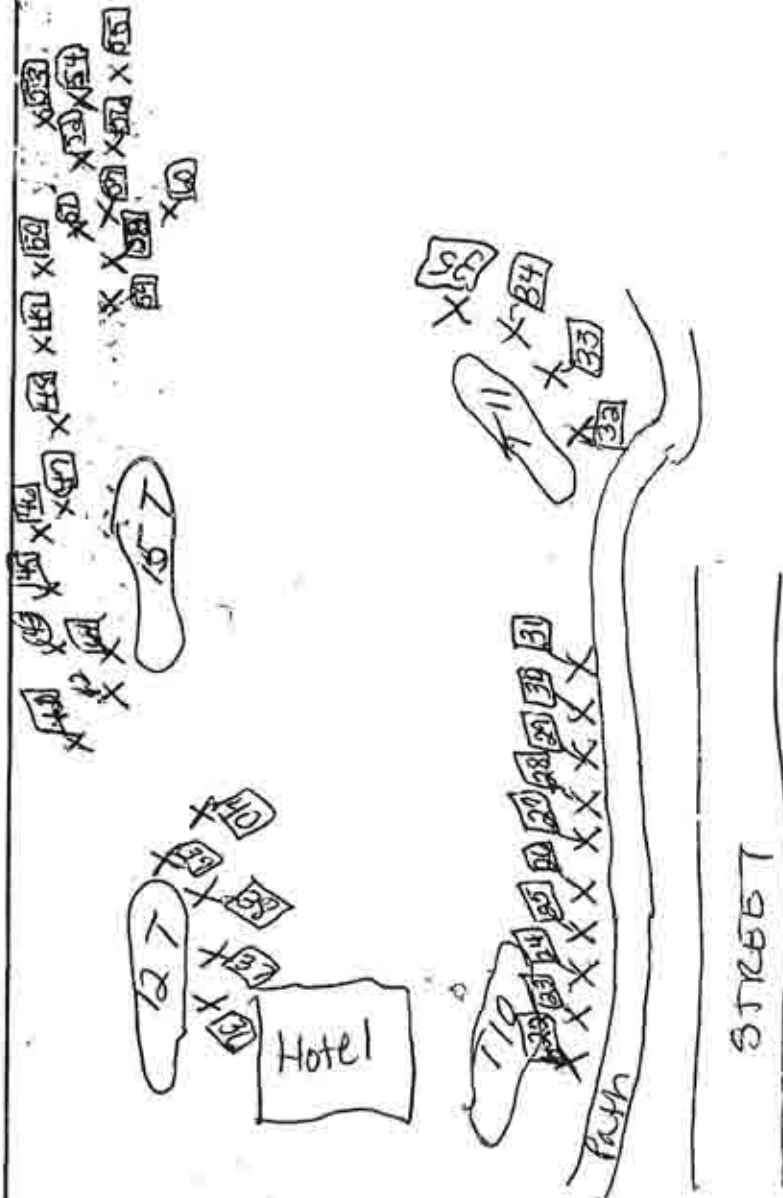
Property Location ID:

243.

Site Map

To orient map, enter North

Note: Number each tree on map to match Tree Number on Tree Detail Listing.



D. SITE MAP

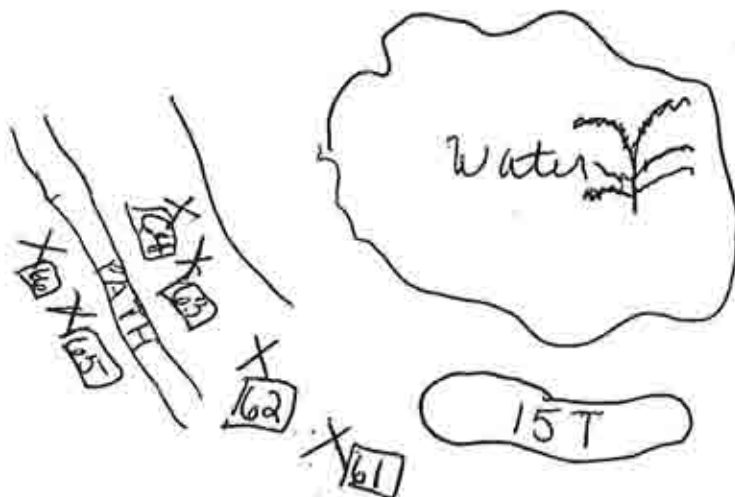
Property Location ID:

3063

Site Map

Note: Number each tree on map to match Tree Number on Tree Detail Listing.

To orient map, enter North



E. EPA QUESTIONNAIRE:

Property Location ID:

The U.S. Environmental Protection Agency (EPA) has requested that DuPont ask the following questions about this property and trees on this property. Please answer these questions to the best of your ability. If you do not know the answer, indicate "unknown."

1. When were adverse impacts attributed to Imprelis® first noticed on this property? Date: June 15, 2011
2. How many applications of Imprelis® occurred on this property before adverse impacts were reported? 1
3. Did irrigation occur on this property after the application of Imprelis®? ☒ Yes ☐ No ☐ Unknown
 - a. If yes, what is the approximate number of gallons of water applied? unknown
 - b. If yes, did the irrigation water come from a recovery reservoir or pond? ☐ Yes ☒ No ☐ Unknown
4. Have you conducted any testing for Imprelis® in soil on this property? ☐ Yes ☒ No ☐ Unknown
 - a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown
5. Have you conducted any testing for Imprelis® in plant tissue collected from this property? ☐ Yes ☒ No ☐ Unknown
 - a. If yes, were any Imprelis® residues detected? ☐ Yes ☐ No ☐ Unknown

F. DECLARATION:

Golf Course Professional – I certify that (a) the information I have provided for this Claim Form is true and correct to the best of my knowledge, information and belief, and (b) Imprelis® was applied during 2011 to the property detailed on this Claim Form.

Date: 9/30/11

Name (please print): TODD GENSKE

Signature: 

Title: GCS.

G. DUPONT REPRESENTATIVE AND GOLF COURSE CONSENT FORM:

Property Location ID:

DuPont Representative – I agree to collect accurate information and documentation relating to trees at the above property location, as authorized, and to provide such information and documentation to DuPont for the purpose of assessing property owner's claims relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will only enter onto property owner's land at mutually agreed upon time(s).

Date: 9-30-2011

Name (please print): Linda Sumpter

Signature: Linda Sumpter

Golf Course Professional – I authorize the DuPont representative to collect information relating to trees at the above property location, including details about and photographs of those trees, and to provide such documentation for purposes of assessing any claim relating to trees believed to have been impacted as a result of an Imprelis® herbicide application. I will provide the DuPont representative with authorization to access my property for purposes of gathering this information at mutually agreed upon time(s). I understand that collection and provision of this information to DuPont may directly affect the resolution of my claims through DuPont's claims process.

Note: To receive the benefits set forth in the reimbursement plan for your property, you will be required to sign a release that waives your right to file or participate in any lawsuit related to Imprelis®. By signing this Claim Form, however, you are not waiving any rights; you are only permitting DuPont to assess your property and offer you a remediation plan. You may seek the advice of counsel of your choosing at any time during this process.

Date: 9/30/11

Name (please print): TODD GENSKÉ

Signature: Todd Genske

Title: GOLF COURSE SUPERINTENDENT

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #5

March 25, 2013

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)

Total Increase	<u>\$261,000.00</u>
----------------	---------------------

Increase budget line item stated below for road improvement agreement for Nancy Park Subdivision (streets listed in agreement) estimated project cost of \$261,000 with an estimated reimbursement from CDBG grant program of \$133,000. To be funded by CDBG Grant of \$133,000 and \$128,000 will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	CDBG Grant	212-000-000-531.000	\$133,000.00
	Prior Year Fund Balance	212-000-000-699.000	<u>\$128,000.00</u>
		Net Revenues	<u>\$261,000.00</u>
Expenditures:	Highway & ST-Road Construction	212-970-000-818.022	<u>\$261,000.00</u>
		Net Expenditures	<u>\$261,000.00</u>

Motion to Amend the 2013 Budget (#5):

Move to increase the Bike, Sidewalk, Rec Road, GF Fund budget by \$261,000 to \$3,556,964 and approve the department line item changes as outlined.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: _____

Application No: _____

State: _____

Date Received: _____

Application No: _____

Approved: _____ Rejected: _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Butzin Michael W
Last First Initial

(If more than two see #15) Butzin Susan A.
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 7672 Burton Rd Upsilanti MI 48197
Street City State Zip Code

3. Telephone Number: (Area Code) (734) 483-6182

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (734) 646-3856

5. E-mail address: _____

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Washtenaw 7. Township, City or Village: Upsilanti

8. Section No. 34 Town No. T.35 Range No. R7E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____

Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- cash grain
 b. Total number of acres on this farm: 75.88
 c. Total number of acres being applied for (if different than above): 75.88
 d. Acreage in cultivation: 68.09
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.) 7.79
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income)**:

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by the Michigan Department of Agriculture, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDA staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 20 years

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

x Michael W. Butts
(Signature of Applicant)

(Corporate Name, If Applicable)

x Susan A. Butts
(Co-owner, If Applicable)

(Signature of Corporate Officer)

2-20-2013

(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 02-20-2013 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Charter Township of Upsalanti
☐ County ☒ Township ☐ City ☐ Village

This application is ☒ approved, ☐ rejected

Date of approval or rejection: 03-25-13

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Karen Gervais

Property Appraisal: \$ 500,000.00 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

Note: Review Agencies have 30 days in which to respond before local governing body can proceed.

☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDA-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

COPY SENT TO:

☒ County or Regional Planning Commission

☒ Conservation District

☐ Township (if county has zoning authority)

☐ City (if land is within 3 miles of city boundary)

☐ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

☒ Copy of Deed or Land Contract (most recent - showing current ownership)

☒ Copy of most recent Tax Bill (must include tax - description of property)

☒ Map of Farm

☒ Copy of most recent appraisal record

☒ Copy of letters from review agencies (if available)

☐ Any other applicable documents

Questions? Please call Farmland Preservation at (517) 373-3328

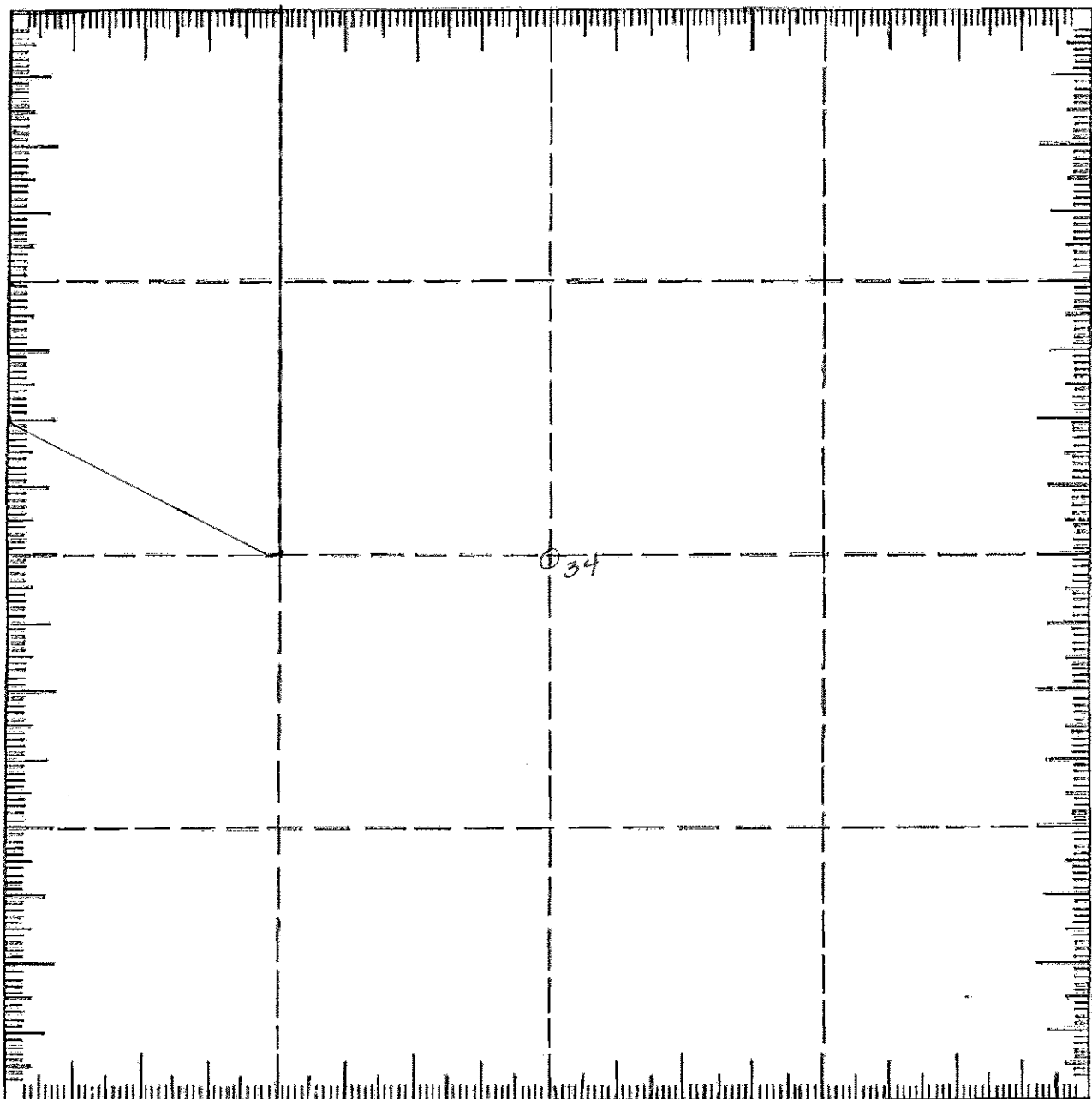
Map of Farm with Structures and Natural Features:

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft² (1 mile²) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Washington
Township Upsilonanti
T 3S R 7E Section 34

↑ North



WARRANTY DEED

(Unplatted Land)

Drafted By:
Howard Fingerroot,
DPG - Malik LLC
28800 Orchard Lake Rd, Suite 200
Farmington Hills, MI 48334

Return To:
Michael W. Butzin
7672 Bunton Road
Ypsilanti, MI 48197

Send Tax Bills To:
Michael W. Butzin
7672 Bunton Road
Ypsilanti, MI 48197

Recording Fee: \$21.00
File Number: 612295

State Transfer Tax: \$SEE RETVA
County Transfer Tax: \$SEE RETVA

Tax Parcel No.: K -11-34-200-002

Know All Persons by These Presents: That **DPG - Malik LLC**, a Michigan limited liability company whose address is 28800 Orchard Lake Rd, Suite 200, Farmington Hills, MI 48334

Convey(s) and Warrant(s) to **Michael W. Butzin and Susan A. Butzin**, husband and wife whose address is 7672 Bunton Road, Ypsilanti, MI 48197

the following described premises situated in the Township of **Ypsilanti**, County of **Washtenaw**, State of Michigan, to wit:

(SEE ATTACHED EXHIBIT A)

More commonly known as: **Martz Road, Ypsilanti, MI**

Sales Price: \$ 1.00 One and 00/100 Dollar (See Real Estate Valuation Affidavit Filed)

Subject To:

Existing building and use restrictions, easements of record, and zoning ordinances, if any.

If the property conveyed is unplatted, the following applies:



First American Title Insurance Company

The grantor grants to the grantee the right to make _____ division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. **(If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the grantor; if all of the parent tract is conveyed, then all division rights are granted.)** This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

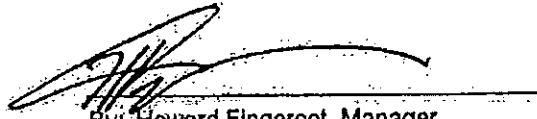
(Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

Dated this January 18, 2013.

Seller(s):


DPG - Malik LLC, a Michigan limited liability company

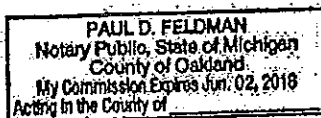
By: Diversified Property Group, LLC, a Delaware limited liability company Its: Member


By: Howard Fingerroot, Manager

State of Michigan
County of OAKLAND

The foregoing Instrument was acknowledged before me this January 18, 2013 by Howard Fingerroot, Manager for Diversified Property Group, LLC, a Delaware limited liability company, Member for DPG - Malik LLC, a Michigan limited liability company.


Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:



(Attached to and becoming a part of Warranty Deed dated: January 18, 2013 between DPG - Malik LLC, a Michigan limited liability company, as Seller(s) and Michael W. Butzin and Susan A. Butzin, husband and wife, as Purchaser(s).)

EXHIBIT A

Land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

The West 1/2 of the Northwest 1/4, except 14 acres in the Southwest corner, said 14 acres described as beginning at the West 1/4 post of section, thence East 1227.56 feet in the East and West 1/4 line, thence Northwesterly to a point on the West line of section; thence South 1024.18 feet in the West line of section to the point of beginning; all of said land being located in Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan.

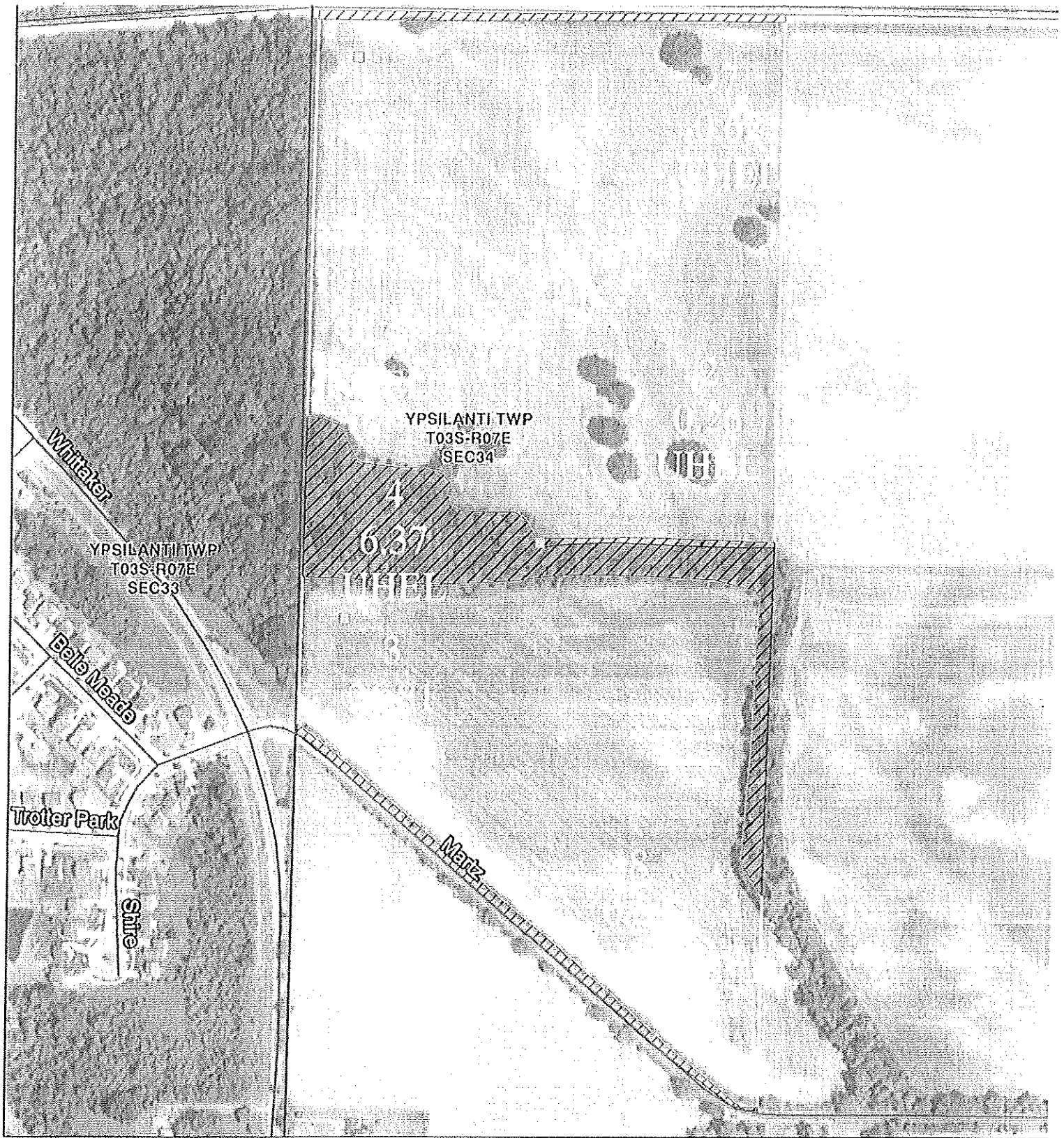
Also described as:

A part of the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 34, thence North 89 degrees 04 minutes 05 seconds East, 1318.44 feet along the North line of Section 34, (Merritt Road); thence South 00 degrees 47 minutes 03 seconds East 2976.26 feet to a point on the East-West 1/4 line of Section 34 as monumented, thence South 88 degrees 29 minutes 32 seconds West, 89.16 feet along said East-West 1/4 line (Martz Road) to the point of intersection of a curve in Martz Road, thence North 51 degrees 22 minutes 17 seconds West 1594.11 feet along Martz Road to a point on the West line of said Section 34, thence North 00 degrees 42 minutes 59 seconds West, 1961.87 feet along said West line to the point of beginning. Except that portion of subject property lying within the following legal description deeded to Washtenaw County Road Commission by quit claim deed recorded in Liber 4408, page 835 described as:

Commencing at the Northwest corner of Section 34, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, thence North 89 degrees 05 minutes 43 seconds East 1199.16 feet along the North line of said Section 34 and the centerline of Merritt Road (66.00 feet wide) for a PLACE OF BEGINNING; thence continuing North 89 degrees 05 minutes 43 seconds East 350.00 feet along said North line and said centerline; thence South 00 degrees 45 minutes 44 seconds East 60.00 feet; thence South 89 degrees 05 minutes 43 seconds West 350.00 feet; thence North 00 degrees 45 minutes 44 seconds West 60.00 feet to the Place of Beginning, being part of the Northwest 1/4 of said Section 34.

Tax Item No. K-11-34-200-002

Tax Parcel Number: K -11-34-200-002



Farm: 10241
Tract: 12850

Washtenaw Co. FSA
7203 Jackson Rd.
Ann Arbor, MI 48103
734-761-8789

USDA PROGRAM PURPOSES ONLY

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

COMMON LAND UNIT FIELD
Wetland Determination Identifiers

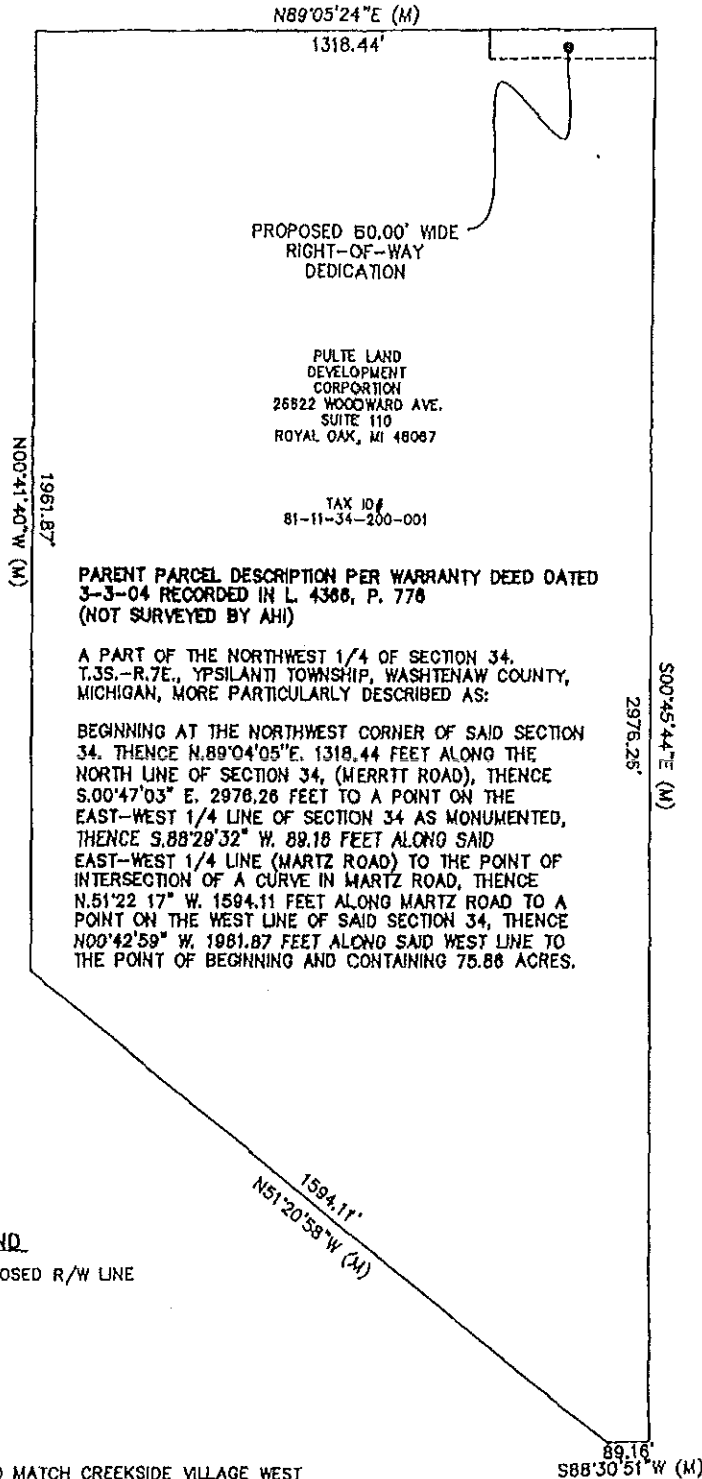
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

HEL = Highly Erodible Land
NHSL = Not Highly Erodible Land
UHEL = Undetermined HEL

January 22, 2013



EXHIBIT "A"



LEGEND

----- PROPOSED R/W LINE

NOTE:
BEARINGS ROTATED TO MATCH CREEKSIDE VILLAGE WEST
SUBDIVISION.

CLIENT PULTE HOMES		ATWELL-HICKS, INC.	
SKETCH AND DESCRIPTION OF A PARENT PARCEL OF LAND IN		Civil Engineering • Surveying Planning • Environmental Services	
SECTION 34 TOWN 3 SOUTH, RANGE 7 EAST YPSILANTI TOWNSHIP WASHTENAW COUNTY		Ann Arbor, MI Brighton, MI Washington Twp., MI Kalamazoo, MI 734 924 4000 810 225 8000 566 786 9400 833 577 0800	
SCALE: 1 INCH = 300 FEET	0 150 300	<div style="display: flex; align-items: center;"> <div style="font-size: 48pt; margin-right: 10px;">AHI</div> <div> JOB: 300080.31 DR. BEGO BOOK SHEET 3 OF 4 FILE NO. 8222-113A </div> <div style="margin-left: 10px;"> LWO1281W-EA04 CH. RRD/MCB PG. DATE 12-09 </div> </div>	



Page: 3 of 4
07/16/2004 11:12:28
1-4088 P-335
55757823
DGC
Peggy R. Haines, Washenaw

PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsilanti Township

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K-11-34-200-002

Property Address	[collapse]
MARTZ RD YPSILANTI, MI 48197	

Owner Information	[collapse]
DPG - MALICK LLC 26800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334	
Unit:	11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

Legal Information for K-11-34-200-002	[collapse]
COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N S1-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E	



Enter Future Interest Date:

11/29/2012



Re-Calculate

****Note:** On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
2012, Winter	\$2,920.56	\$0.00		\$2,920.56
2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
2011, Summer	\$9,373.23	\$0.00		\$9,373.23 **Read Note Above
2010, Winter	\$6,029.23	\$0.00		\$6,029.23 **Read Note Above
2010, Summer	\$18,646.26	\$0.00		\$18,646.26 **Read Note Above
2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
2009, Summer	\$27,003.70	\$0.00		\$27,003.70 **Read Note Above
2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
2008, Summer	\$30,888.50	\$0.00		\$30,888.50 **Read Note Above
2007, Winter	\$8,747.86	\$0.00		\$8,747.86 **Read Note Above

WASHTENAW COUNTY PARCEL REPORT



Washtenaw County Parcel Report

Parcel ID: K-11-34-200-002

Report generated 11/29/2012 9:38:19 AM

Parcel Information

PIN: K-11-34-200-002
 CVT Code: K
 CVT Description: TOWNSHIP OF YPSILANTI
 School: 81070, LINCOLN CONSOLIDATED SCHO
 Property Class: 402, RESIDENTIAL VACANT

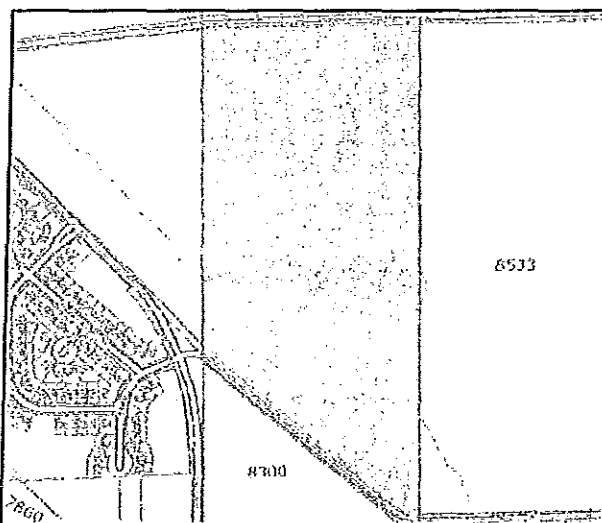
Property Information

Address: MARTZ RD
 YPSILANTI, MI 48197

Owner Information

Owner: DRG - MALICK LLC

Address: 28500 ORCHARD LAKE ROAD STE 200
 FARMINGTON, MI 48324



Parcel Highlighted in blue

Homestead Information

Homestead Percent: 0%

Values

Assessed Value: \$ SEV: \$ 250400
 Capped Value: \$ 194796 Taxable Value: \$ 194796

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
03/31/2006	0	QUIT CLAIM DEED
03/31/2006	10	WARRANTY DEED
03/31/2006	1300000	AFFIDAVIT

Tax Description

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 89-30-51 W 69.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E

This report is a computer generated document and is not a legal document. It is for informational purposes only. The information contained herein is based on the best available information and is not a guarantee of accuracy. The information is provided as is and without warranty. The information is not to be used for any purpose other than that for which it was intended. The information is not to be used for any purpose other than that for which it was intended. The information is not to be used for any purpose other than that for which it was intended.

EQUALIZATION DATA/LEGAL DESCRIPTION

General Property Information

Ypsilanti Township

Parcel: K-11-34-200-002 Unit: YPSILANTI TOWNSHIP

[\[Back to Non-Printer Friendly Version\]](#) [\[Send To Printer\]](#)

Building sketches may be found under "attachments".

Property Address	[collapse]
MARTZ RD YPSILANTI, MI 48197	

Owner Information	[collapse]
DPG - MALICK LLC 28800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334	Unit: 11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

General Information for Tax Year 2012				[collapse]
Property Class:	402 - RESIDENTIAL VACANT	Assessed Value:	\$250,400	
School District:	81070 - LINCOLN SCHOOL DISTRICT	Taxable Value:	\$194,796	
State Equalized Value:	\$250,400	Map #	R 034 006 00	
INDEX #	0	Date of Last Name Chg:	05/26/2005	
Historical District:	N/A	Date Filed:		
		Notes:	N/A	
		Census Block Group:	N/A	
Principal Residence Exemption	June 1st	Final		
2013	0.0000 %	-		
2012	0.0000 %	0.0000 %		
Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable	
2011	\$256,200	\$189,675	\$189,675	
2010	\$397,000	\$189,675	\$189,675	

Land Information			[collapse]
	Frontage	Depth	
Lot 1:	0.00 Ft.	0.00 Ft.	
Lot 2:	0.00 Ft.	0.00 Ft.	
Lot 3:	0.00 Ft.	0.00 Ft.	
Total Frontage:	0.00 Ft.	Average Depth:	0.00 Ft.

EQUALIZATION DATA/LEGAL DESCRIPTION (Page 2)

Total Acreage:	75.87	
Zoning Code:	R2 SINGLE FAM	
Land Value:	\$500,000	Mortgage Code: 0
Land Improvements:	\$0	Lot Dimensions/Comments:
Renaissance Zone:	NO	
Renaissance Zone Expiration Date:		
ECF Neighborhood Code:	00009 - DEVELOPMENTAL CLASS SEC 1-36	

Legal Information for K - 11-34-200-002

[collapse]

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- ACT 35 R7E

Sales Information

6 sale record(s) found.						
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
03/31/2006	\$10.00	WD	PULTE LAND DEV CORP	DPG - MALICK LLC	ARMS-LENGTH	4557/491
03/31/2006	\$0.00	QC	PULTE LAND DEVELOPMENT CORP	PULTE LAND COMPANY LLC	NOT MARKET SALE	4550/59
03/31/2006	\$1,300,000.00	AF	PULTE LAND COMPANY LLC	DPG -MALICK LLC	AFFIDAVIT XXX	
08/26/1998	\$800,000.00	LC	MALICK, ROBERT & LELANEL G.	DEV CORP, PULTE LAND	LAND CONTRACT XXX	3746/0738
<input checked="" type="checkbox"/> 08/26/1998	\$0.00	WD	MALICK, ROBERT G. & LELANEL G.	PULTE LAND DEV CORP	PAY OFF OF L/C	4366/776
Note PAYOFF OF 1998 L/C						
<input checked="" type="checkbox"/> 02/09/1998	\$0.00	WD	MALICK, ROBERT & LELANEL G.		TRUSTEE'S DEED	3616/0701
Note TRUST						

Building Information

0 building(s) found.			
Description	Floor Area	Yr Built	Est. TCV

****Disclaimer:** BSA Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

[Privacy Policy](#)

PROPERTY TAX INFORMATION

Detailed Tax Information

Ypsilanti Township

[\[Back to Non-Printer Friendly Version\]](#) [\[Send To Printer\]](#)

Parcel: K -11-34-200-002

Property Address	[collapse]
MARTZ RD YPSILANTI, MI 48197	

Owner Information	[collapse]
DPG - MALICK LLC 28800 ORCHARD LAKE ROAD STE 200 FARMINGTON, MI 48334	Unit: 11

Taxpayer Information	[collapse]
SEE OWNER INFORMATION	

Legal Information for K -11-34-200-002	[collapse]
COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.26 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E	



Enter Future Interest Date:

11/29/2012



Re-Calculate

**Note: On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
<input type="checkbox"/> 2012, Winter	\$2,920.56	\$0.00		\$2,920.56
<input type="checkbox"/> 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
<input type="checkbox"/> 2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
<input type="checkbox"/> 2011, Summer	\$9,373.23	\$0.00		\$9,373.23 **Read Note Above
<input type="checkbox"/> 2010, Winter	\$6,029.23	\$0.00		\$6,029.23 **Read Note Above
<input type="checkbox"/> 2010, Summer	\$18,646.26	\$0.00		\$18,646.26 **Read Note Above
<input type="checkbox"/> 2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
<input type="checkbox"/> 2009, Summer	\$27,003.70	\$0.00		\$27,003.70 **Read Note Above
<input type="checkbox"/> 2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
<input type="checkbox"/> 2008, Summer	\$30,888.50	\$0.00		\$30,888.50 **Read Note Above
<input type="checkbox"/> 2007, Winter	\$8,747.65	\$0.00		\$8,747.65 **Read Note Above

Detailed Tax Information**Ypsilanti Township**

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: K -11-34-200-002

Property Address [collapse]MARTZ RD
YPSILANTI, MI 48197**Owner Information** [collapse]BUTZIN, MICHAEL & SUSAN
7672 BUNTON RD
YPSILANTI, MI 48197

Unit: 11

Taxpayer Information [collapse]

SEE OWNER INFORMATION

Legal Information for K -11-34-200-002 [collapse]

COMM AT THE NW CORNER OF SEC 34 TH N 89-4-5 E 1199.16 FT, TH S 00-45-44 W 60 FT, TH N 89-4-5 E 119.28 FT, TH S 00-47-3 E 2916.26 FT, TH S 88-30-51 W 89.16 FT, TH N 51-22-17 W 1594.11 FT, TH N 00-42-59 W 1961.87 CONTAINING 75.70 +/- AC T3S R7E



Enter Future Interest Date:

3/14/2013



Re-Calculate

****Note:** On March 1 at 00:00, local taxes become Ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

Year / Season	Total Amt	Total Paid	Last Paid	Total Due
<input type="checkbox"/> 2012, Winter	\$2,920.56	\$2,920.56	01/24/2013	\$0.00
<input type="checkbox"/> 2012, Summer	\$8,831.49	\$8,831.49	09/14/2012	\$0.00
<input type="checkbox"/> 2011, Winter	\$2,881.94	\$0.00		\$2,881.94 **Read Note Above
<input type="checkbox"/> 2011, Summer	\$9,373.23	\$0.00		\$9,373.23 **Read Note Above
<input type="checkbox"/> 2010, Winter	\$6,029.23	\$0.00		\$6,029.23 **Read Note Above
<input type="checkbox"/> 2010, Summer	\$18,646.26	\$0.00		\$18,646.26 **Read Note Above
<input type="checkbox"/> 2009, Winter	\$8,220.64	\$0.00		\$8,220.64 **Read Note Above
<input type="checkbox"/> 2009, Summer	\$27,003.70	\$0.00		\$27,003.70 **Read Note Above
<input type="checkbox"/> 2008, Winter	\$8,693.52	\$0.00		\$8,693.52 **Read Note Above
<input type="checkbox"/> 2008, Summer	\$30,888.50	\$0.00		\$30,888.50 **Read Note Above
<input type="checkbox"/> 2007, Winter	\$8,747.86	\$0.00		\$8,747.86 **Read Note Above

**COMPLETION AGREEMENT
CREEKSIDE VILLAGE SOUTH**

THIS COMPLETION AGREEMENT (this "Agreement") is made this _____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of 32 units (referred to herein individually as a "Unit" and collectively as the "Units") located within Creekside Village South, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4475, Page 853, Washtenaw County Records, as amended, and designated as Washtenaw County Condominium Subdivision Plan Number 483 (the "Development").

B. Developer is also the owner of all of the units located within the residential site condominium project located contiguous to the Development and known as Manors at Creekside Village.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within Manors at Creekside Village at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) simultaneously herewith, Developer delivers to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to \$_____, the estimated cost to install certain street trees and sidewalks within the Development, and (ii) Developer enters into a separate agreement with the Township whereby Developer agrees to, prior to the issuance of any building permit for the construction of a residence within Manors at Creekside Village, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an

amount equal to the estimated cost to install within Manors at Creekside Village 102 street trees and approximately 710 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Manors at Creekside Village (the "Manors at Creekside Village Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Manors at Creekside Village Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Simultaneously herewith, Developer has delivered to the Township an irrevocable letter of credit in the amount of \$_____ issued by _____ and naming the Township as the beneficiary thereof (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"), the receipt of which is hereby acknowledged by the Township. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

4. Developer shall, as depicted on attached **Exhibit A**, install 43 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that

Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 4, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

5. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

6. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

7. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"

S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss,
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____, Notary Public
_____, County, Michigan

My commission expires: _____
Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumbo

Its: Supervisor

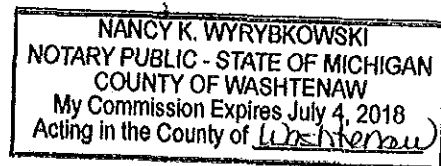
STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumbo, the Supervisor of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226



"TOWNSHIP":

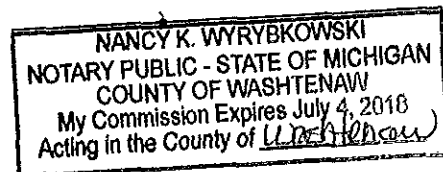
CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 20th day of March, 2013, by Karen Lovejoy Roe, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbykowski Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

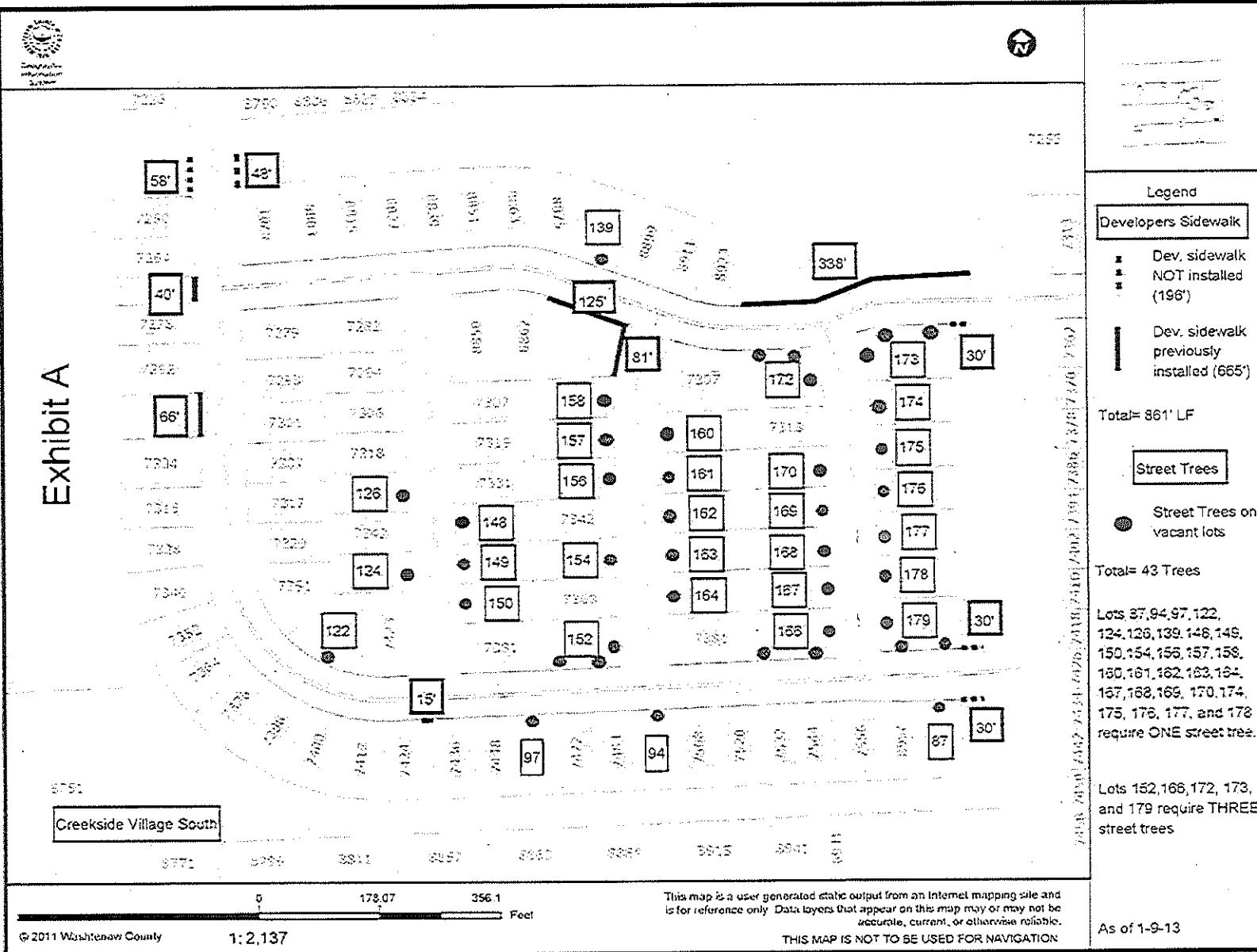


Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226



Exhibit A



**COMPLETION AGREEMENT
MANORS AT CREEKSIDE VILLAGE**

THIS COMPLETION AGREEMENT (this "Agreement") is made this ____ day of _____, 2013 by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), and the **CHARTER TOWNSHIP OF YPSILANTI**, a Michigan municipal corporation, the address of which is 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Township").

RECITALS:

A. Developer is the owner of all of the units (referred to herein individually as a "Unit" and collectively as the "Units") located within Manors at Creekside Village, a residential site condominium project located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan Number 591 (the "Development").

B. Developer is also the owner of 32 undeveloped units located within the residential site condominium project located contiguous to the Development and known as Creekside Village South. The land included within the Development was originally part of Creekside Village South.

C. Pulte Homes, Inc., a Michigan corporation ("Pulte"), was the original developer of Creekside Village South (which included the land contained within the Development at the time Pulte Homes developed Creekside Village South). In connection with the development of Creekside Village South, Pulte delivered to the Township a letter of credit in the amount of \$362,367.00 issued by Deutsche Bank to secure the installation and construction of certain site improvements (the "Existing Letter of Credit").

D. The Township has agreed to release the Existing Letter of Credit to Pulte provided that (i) pursuant to this Agreement, Developer agrees to, prior to the issuance of any building permit for the construction of a residence within the Development, deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to the estimated cost to install street trees and certain sidewalks within the Development and (ii) simultaneously herewith, Developer enters into a separate agreement with the Township whereby Developer agrees to deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to the estimated cost to install within Creekside Village South 43 street trees associated

with the 33 undeveloped units located within Creekside Village South and approximately 196 lineal feet of five foot wide concrete sidewalk in front of various open space areas within Creekside Village South (the "Creekside Village South Agreement").

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the execution and delivery of the Creekside Village South Agreement, the parties hereby agree as follows:

1. Developer and Township acknowledge and agree that the foregoing recitals are true and accurate and constitute an integral part of this Agreement.

2. The Township shall, within ten (10) days after the execution and delivery of this Agreement by both parties, deliver to Pulte the Existing Letter of Credit and a letter from the Township authorizing Deutsche Bank to cancel the Existing Letter of Credit.

3. Prior to the issuance of any building permit for the construction of any residence within the Development, Developer shall deliver to the Township an irrevocable letter of credit that names the Township as a beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to the Development that has been approved by Developer and the Township, which approval may not be unreasonably withheld or delayed (the "Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Letter of Credit"):

(a) installation of street trees (as more particularly described in Paragraph 5 hereof), to the extent not previously installed at least one year prior to the delivery of the Letter of Credit; and

(b) installation of sidewalks in front of open space areas (as more particularly described in Paragraph 6 hereof), to the extent not previously installed.

4. The Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. The Letter of Credit shall be returned by the Township to Developer when (i) one year has elapsed after ninety-five (95%) of the street trees have been installed and (ii) all of the sidewalks required to be installed by Developer pursuant to this Agreement have been installed. Whenever the Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for the Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to Developer the Letter of Credit that is being replaced by such new letter of credit.

5. Developer shall, as depicted on attached Exhibit A, install 102 street trees, each approximately three feet from the back of the street curb. One street tree shall be installed for each non-corner Unit and three street trees shall be installed for each corner Unit, with one street tree along the shorter street frontage of the corner Unit and two street trees along the longer street frontage of the corner Unit. Developer shall inform the Township in writing of the date of the planting of street trees and if, within one year after installation of any such street tree by Developer, such tree becomes dead, substantially dead or diseased such that removal thereof is reasonably necessary or is otherwise

removed other than because it is dead, substantially dead or diseased, Developer shall replace such tree. Developer shall receive partial reductions of the Letter of Credit for street trees that have been installed for at least one year. The reduction shall be made annually based on (a) the percentage of Units within the Development for which a street tree has been installed for at least one year (excluding Units for which a street tree has been installed for at least one year as of the date the Letter of Credit is delivered to the Township) and (b) the portion of the Letter of Credit allocated to street trees in the Cost Estimate; provided, however, that the Letter of Credit shall be reduced by the total amount of the portion of the Letter of Credit allocated to street trees within the Cost Estimate one year after street trees have been installed for at least 95% of the Units. If the Township reasonably determines that Developer has failed to replace any street tree that Developer is required to replace under this Paragraph 5, and Developer fails to replace such tree within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may replace such tree and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in replacing such tree.

6. Developer shall install a five foot wide concrete sidewalk in front of each open space area as shown on attached **Exhibit A**. If, notwithstanding the foregoing, the Developer fails to install such sidewalks within thirty (30) days after Developer's receipt of written notice thereof from the Township (or such longer period of time as may be reasonably required as a result of winter conditions), the Township may install such sidewalks and draw upon the Letter of Credit to pay the out-of-pocket costs incurred by the Township in installing such sidewalk.

7. This Agreement shall be binding upon and inure to the benefit of the Township and Developer and their respective successors and assigns.

8. This Agreement may not be modified, replaced, amended or terminated except pursuant to a written instrument executed and delivered by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which will constitute one agreement.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"DEVELOPER"

S.E. MICHIGAN LAND HOLDING LLC,
a Michigan limited liability company

By: _____
Anthony F. Lombardo
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Anthony F. Lombardo, the manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in Macomb County, MI

"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Brenda L. Stumba

Its: SUPERVISOR

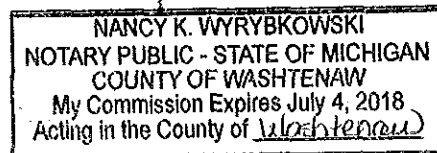
STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Brenda L. Stumba the SUPERVISOR of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wyrbkowski, Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226



"TOWNSHIP":

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan municipal corporation

By: Karen Lovejoy Roe
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Karen Lovejoy Roe, the Clerk of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of the corporation.

Nancy K. Wrybkowski Notary Public
Washtenaw County, Michigan
My commission expires: 07-04-2018
Acting in Washtenaw County, MI

Drafted by and when recorded return to:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226

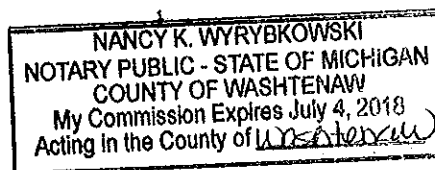


Exhibit A

Map showing lots and streets for Manors at Creekside Village. The map includes lot numbers (e.g., 8880, 8910, 8912, 8914, 7009, 7021, 7013, 7045, 7057, 7069, 7091, 7093, 7105, 7108, 7047, 7061, 7073, 7089, 7103, 7117, 7131, 7119, 7128, 7142, 7156, 7170, 7184, 7198, 7212, 7228, 7250, 7264, 7278, 7279, 7282, 8880, 8890, 8900, 8910, 8920, 8930, 8940, 8950, 8960, 8970, 8980, 8990, 9000, 9010, 9020, 9030, 9040, 9050, 9060, 9070, 9080, 9090, 9100, 9110, 9120, 9130, 9140, 9150, 9160, 9170, 9180, 9190, 9200, 9210, 9220, 9230, 9240, 9250, 9260, 9270, 9280, 9290, 9300, 9310, 9320, 9330, 9340, 9350, 9360, 9370, 9380, 9390, 9400, 9410, 9420, 9430, 9440, 9450, 9460, 9470, 9480, 9490, 9500, 9510, 9520, 9530, 9540, 9550, 9560, 9570, 9580, 9590, 9600, 9610, 9620, 9630, 9640, 9650, 9660, 9670, 9680, 9690, 9700, 9710, 9720, 9730, 9740, 9750, 9760, 9770, 9780, 9790, 9800, 9810, 9820, 9830, 9840, 9850, 9860, 9870, 9880, 9890, 9900, 9910, 9920, 9930, 9940, 9950, 9960, 9970, 9980, 9990, 10000, 10010, 10020, 10030, 10040, 10050, 10060, 10070, 10080, 10090, 10100, 10110, 10120, 10130, 10140, 10150, 10160, 10170, 10180, 10190, 10200, 10210, 10220, 10230, 10240, 10250, 10260, 10270, 10280, 10290, 10300, 10310, 10320, 10330, 10340, 10350, 10360, 10370, 10380, 10390, 10400, 10410, 10420, 10430, 10440, 10450, 10460, 10470, 10480, 10490, 10500, 10510, 10520, 10530, 10540, 10550, 10560, 10570, 10580, 10590, 10600, 10610, 10620, 10630, 10640, 10650, 10660, 10670, 10680, 10690, 10700, 10710, 10720, 10730, 10740, 10750, 10760, 10770, 10780, 10790, 10800, 10810, 10820, 10830, 10840, 10850, 10860, 10870, 10880, 10890, 10900, 10910, 10920, 10930, 10940, 10950, 10960, 10970, 10980, 10990, 11000, 11010, 11020, 11030, 11040, 11050, 11060, 11070, 11080, 11090, 11100, 11110, 11120, 11130, 11140, 11150, 11160, 11170, 11180, 11190, 11200, 11210, 11220, 11230, 11240, 11250, 11260, 11270, 11280, 11290, 11300, 11310, 11320, 11330, 11340, 11350, 11360, 11370, 11380, 11390, 11400, 11410, 11420, 11430, 11440, 11450, 11460, 11470, 11480, 11490, 11500, 11510, 11520, 11530, 11540, 11550, 11560, 11570, 11580, 11590, 11600, 11610, 11620, 11630, 11640, 11650, 11660, 11670, 11680, 11690, 11700, 11710, 11720, 11730, 11740, 11750, 11760, 11770, 11780, 11790, 11800, 11810, 11820, 11830, 11840, 11850, 11860, 11870, 11880, 11890, 11900, 11910, 11920, 11930, 11940, 11950, 11960, 11970, 11980, 11990, 12000, 12010, 12020, 12030, 12040, 12050, 12060, 12070, 12080, 12090, 12100, 12110, 12120, 12130, 12140, 12150, 12160, 12170, 12180, 12190, 12200, 12210, 12220, 12230, 12240, 12250, 12260, 12270, 12280, 12290, 12300, 12310, 12320, 12330, 12340, 12350, 12360, 12370, 12380, 12390, 12400, 12410, 12420, 12430, 12440, 12450, 12460, 12470, 12480, 12490, 12500, 12510, 12520, 12530, 12540, 12550, 12560, 12570, 12580, 12590, 12600, 12610, 12620, 12630, 12640, 12650, 12660, 12670, 12680, 12690, 12700, 12710, 12720, 12730, 12740, 12750, 12760, 12770, 12780, 12790, 12800, 12810, 12820, 12830, 12840, 12850, 12860, 12870, 12880, 12890, 12900, 12910, 12920, 12930, 12940, 12950, 12960, 12970, 12980, 12990, 13000, 13010, 13020, 13030, 13040, 13050, 13060, 13070, 13080, 13090, 13100, 13110, 13120, 13130, 13140, 13150, 13160, 13170, 13180, 13190, 13200, 13210, 13220, 13230, 13240, 13250, 13260, 13270, 13280, 13290, 13300, 13310, 13320, 13330, 13340, 13350, 13360, 13370, 13380, 13390, 13400, 13410, 13420, 13430, 13440, 13450, 13460, 13470, 13480, 13490, 13500, 13510, 13520, 13530, 13540, 13550, 13560, 13570, 13580, 13590, 13600, 13610, 13620, 13630, 13640, 13650, 13660, 13670, 13680, 13690, 13700, 13710, 13720, 13730, 13740, 13750, 13760, 13770, 13780, 13790, 13800, 13810, 13820, 13830, 13840, 13850, 13860, 13870, 13880, 13890, 13900, 13910, 13920, 13930, 13940, 13950, 13960, 13970, 13980, 13990, 14000, 14010, 14020, 14030, 14040, 14050, 14060, 14070, 14080, 14090, 14100, 14110, 14120, 14130, 14140, 14150, 14160, 14170, 14180, 14190, 14200, 14210, 14220, 14230, 14240, 14250, 14260, 14270, 14280, 14290, 14300, 14310, 14320, 14330, 14340, 14350, 14360, 14370, 14380, 14390, 14400, 14410, 14420, 14430, 14440, 14450, 14460,

0 134.84 203.5 419.5 Fee

1:2517



NOTE: Patches are not by any means

© 2011 Washkewicz County

March 25, 2013

Mr. Brandon Jones
Division President
Pulte Land Company, LLC
100 Bloomfield Parkway
Bloomfield Hills, Michigan 48304

Re: Creekside Village

Dear Mr. Jones:

Pulte Land Company, LLC, a Michigan limited liability company ("Pulte"), is or was the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, commonly known as Creekside Village East, Creekside Village South and Creekside Village West (collectively referred to herein as, "Creekside Village"). As a condition to approving the development of all or a portion of Creekside Village by Pulte, the Township of Ypsilanti ("Township") required Pulte to provide certain financial guaranties, as more particularly described on the attached Exhibit A ("Financial Guaranties"). Subsequent to providing such Financial Guaranties, Pulte sold a portion of Creekside Village to SE Michigan Development, LLC, a Michigan limited liability company. The portion of Creekside Village owned by Pulte as of the date hereof is described on the attached Exhibit B (the "Property"). Pulte has requested the Township to release all of the Financial Guaranties and, subject to the terms and conditions of this letter agreement, the Township has agreed to release the Financial Guaranties to Pulte.

As of the date hereof, the Township hereby agrees to immediately release to Pulte the Financial Guaranties. Pulte hereby agrees that Pulte shall not commence construction of any improvements on the Property after the date hereof without complying with all applicable laws, including, but not limited to, requesting all applicable permits from the Township and providing any financial guaranties as reasonably required by the Township.

Please indicate your agreement to the foregoing by signing where indicated below.

Township of Ypsilanti

By: Doreen L. Stumb

Its: Superior

By: Karen Govejny Rep

Its: Clerk

Accepted and Agreed to by:

Pulte Land Company, LLC

By: _____

Brandon Jones

Its: Division President

March 25, 2013

Mr. Brandon Jones
Division President
Pulte Land Company, LLC
100 Bloomfield Parkway
Bloomfield Hills, Michigan 48304

Re: Creekside Village

Dear Mr. Jones:

Pulte Land Company, LLC, a Michigan limited liability company ("Pulte"), is or was the owner of certain real property located in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, commonly known as Creekside Village East, Creekside Village South and Creekside Village West (collectively referred to herein as, "Creekside Village"). As a condition to approving the development of all or a portion of Creekside Village by Pulte, the Township of Ypsilanti ("Township") required Pulte to provide certain financial guaranties, as more particularly described on the attached Exhibit A ("Financial Guaranties"). Subsequent to providing such Financial Guaranties, Pulte sold a portion of Creekside Village to SE Michigan Development, LLC, a Michigan limited liability company. The portion of Creekside Village owned by Pulte as of the date hereof is described on the attached Exhibit B (the "Property"). Pulte has requested the Township to release all of the Financial Guaranties and, subject to the terms and conditions of this letter agreement, the Township has agreed to release the Financial Guaranties to Pulte.

As of the date hereof, the Township hereby agrees to immediately release to Pulte the Financial Guaranties. Pulte hereby agrees that Pulte shall not commence construction of any improvements on the Property after the date hereof without complying with all applicable laws, including, but not limited to, requesting all applicable permits from the Township and providing any financial guaranties as reasonably required by the Township.

Please indicate your agreement to the foregoing by signing where indicated below.

Township of Ypsilanti

By: _____

Its: Supervisor

By: Karen Janejoy Rap

Its: Clerk

Accepted and Agreed to by:

Pulte Land Company, LLC

By: _____

Brandon Jones

Its: Division President

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2013-5

PURCHASE OF 1091 RAMBLING RD. FOR A PUBLIC PURPOSE

WHEREAS, it is anticipated that on or about April 1, 2013 the Washtenaw County Treasurer will be foreclosing on a residential property for non-payment of taxes located at 1091 Rambling Rd in the Charter Township of Ypsilanti, parcel number K -11-03-162-016; and

WHEREAS, the Charter Township of Ypsilanti has taken legal action against the former owner and has received a court order declaring the structure to be a public nuisance and ordering it to be demolished; and

WHEREAS, Rambling Rd is located within a neighborhood with high owner occupancy, but is on the tipping edge of becoming a predominately rental neighborhood; and

WHEREAS, the Charter Township of Ypsilanti has an existing partnership with Habitat for Humanity for acquiring and rehabilitating residential property for sale for owner occupancy; and

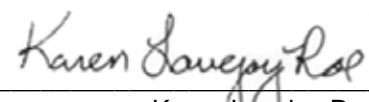
WHEREAS, the Charter Township of Ypsilanti believes it is a public purpose to acquire this property to prevent further deterioration of a neighborhood with high owner occupancy that is on the tipping edge of becoming rental; and

WHEREAS, the Charter Township of Ypsilanti desires to purchase this property from the Washtenaw County Treasurer under the Township's right of first refusal for a public purpose for a the minimum bid not to exceed \$15,000.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti authorizes the payment of an amount to be determined to the Washtenaw County Treasurer for the purpose of acquiring 1091 Rambling Rd under the Township's right of first refusal for a public purpose.

BE IT FURTHER RESOLVED that the Charter Township of Ypsilanti shall transfer its ownership of the property to Habitat for Humanity for rehabilitation and resale for an amount equal to the purchase price to be determined.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-5 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 25, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township Of Ypsilanti

RESOLUTION

Clerk Lovejoy Roe offered the following resolution and moved for it adoption:

Be it resolved that

MDOT Contract Number: 13-5019
Control Section: ST 81063
Job Number: 116346A

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CHARTER TOWNSHIP OF YPSILANTI


Is hereby accepted.

The following Ypsilanti Township Officials are authorized to sign the said contract:

Brenda L. Stumbo, Ypsilanti Township Supervisor
Karen Lovejoy Roe, Ypsilanti Township Clerk

ADPOTED: Ayes: Seven (7)
Nayes: None
Absent: None

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 25, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section ST 81063
Job Number 116364A
Contract 13-5019

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements to a park and ride lot within the TOWNSHIP.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Installation of lighting of the carpool lot in the southeast quadrant of the interchange of Highway I-94 with South Huron Street; together with necessary related work, located within the TOWNSHIP; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$70,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The TOWNSHIP will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of or benefit to the TOWNSHIP'S facilities. The TOWNSHIP is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the TOWNSHIP'S facilities.

4. The PROJECT work will be performed by DTE Energy and administered by the DEPARTMENT.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST is estimated to be \$70,000 and shall be paid agencies of the federal government and the DEPARTMENT up to an amount not to exceed \$70,000. Any and all costs above this amount shall be the responsibility of the TOWNSHIP.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the TOWNSHIP on a monthly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.

7. Upon completion of construction, the facilities being constructed as the PROJECT shall be operated and maintained by the TOWNSHIP at no cost to the DEPARTMENT, including all costs for electrical power.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a - 2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof, and will require similar covenants on the part of contractor or subcontractor employed in the performance of this contract.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

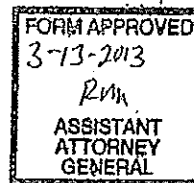
YPSILANTI CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By Doreen G. Stumbe
Title: Supervisor

By _____
Department Director MDOT

By Karen Janeyan Raf
Title: Clerk



APPROVED BY:
[Signature]
Administrator
Real Estate
for MDOT Delors

3-14-13
Date

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer") as of March 28, 2013

RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumba

Name: Brenda L. Stumba

Title: Supervisor

By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Title: Clerk

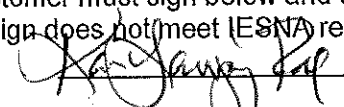
Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of March 28, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 34500922 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA	
2. Location where Equipment will be installed:	MDOT Park and Ride located at I-94 and Huron Street.	
3. Total number of lights to be installed:	7 LED'S	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Autobahn 135 watt LED luminaires mounted on DTE Energy code 06 posts in black paint mounted on a foundation. See attached map-"Exhibit B".	
5. Estimated Total Annual Lamp Charges	\$2,301.32	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$26,952.78
	Credit for 3 years of lamp charges:	\$6,903.97
	CIAC Amount (cost minus revenue)	\$20,048.81
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement.	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices 	
10. Customer Address for Notices:	[Address] 1200 S. Huron River Dr. [Address] Ypsilanti MI 48198 [Name] Charter Twp. of Ypsilanti	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least ____ posts and ____ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at _____. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: _____ Title: _____

Phone Number: _____ Email: _____

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one) ☒ YES ☐ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option 1 tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: _____

Name: _____

Title: _____

Customer:

Ypsilanti Township

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

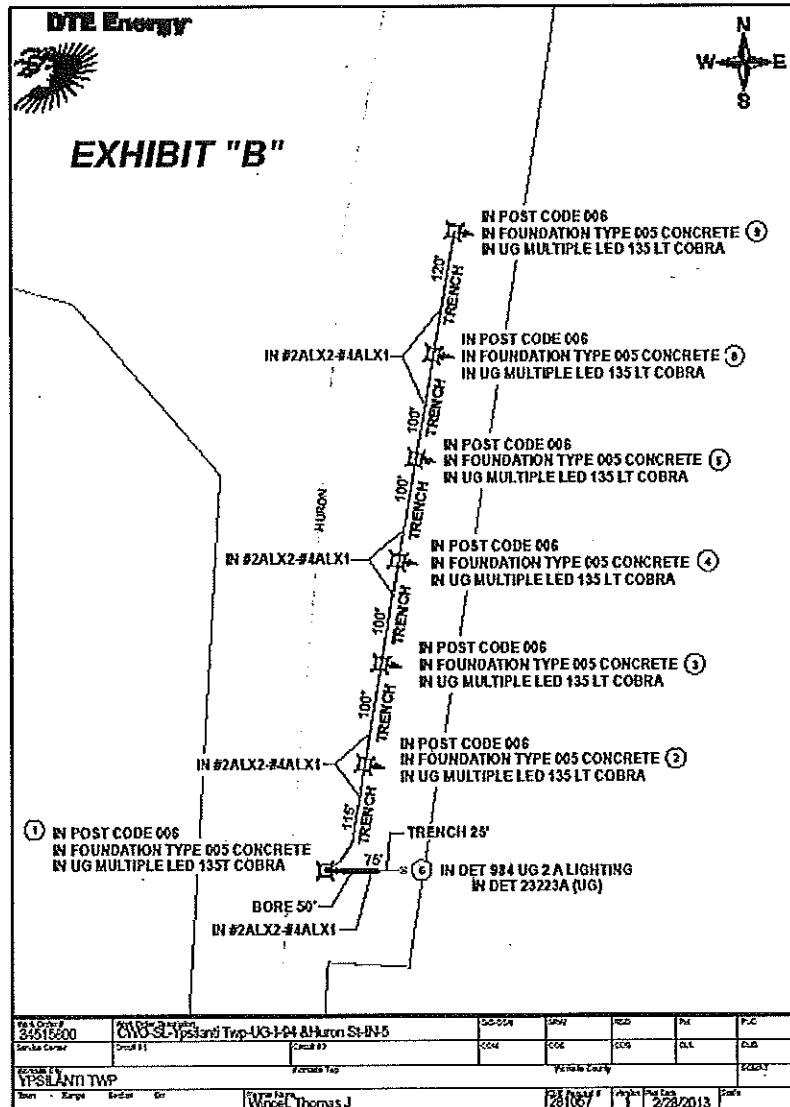
Title: Supervisor

By: Karen Dobejko Roe

Name: Karen Dobejko Roe

Title: Clerk

Map of Location



[To be attached]

GREEN OAKS GOLF COURSE

2013 RATE PROPOSAL

2013 RATES

	<u>9 Holes</u>	<u>18 Holes</u>
*Residents		
Weekdays	\$ 15.00	\$ 20.00
Weekends	16.00	23.00
Retirees (weekdays only)	10.00	12.00
Cart Rental (per person)	6.00	12.00
Twilight (after 2 p.m. weekends)		18.00
Leagues	16.00	
Retirees	11.00	

*Non-Residents		
Weekdays	\$ 16.00	\$ 23.00
Weekends	18.00	27.00
Retirees (weekdays only)	11.00	13.00
Cart Rental (per person)	6.00	12.00
Twilight (after 2 p.m. weekends)		20.00

SEASONAL PASSES

2013 Rates

*Residents	
Full 7 Days	\$ 750.00
Spouse	175.00
Retirees (weekdays only)	450.00
Students with Parents	155.00

*Non-Resident	
Full 7 Days	\$ 900.00
Spouse	255.00
Retirees (weekdays only)	590.00
Students with Parents	205.00

2013 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of March, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. Section 14, Ypsilanti Township

Roads to include:

- Mollie Street, Grove Road and Dorothy Street
- Dorothy Street, Grove Road and Harry Street
- Lynn Avenue, McCarthy Street and Harry Street
- Heather Ridge, McCarthy Street and Andrea Avenue

Work to include milling and placement of a 3" HMA overlay, structure adjustments and ADA sidewalk ramps. Final cost to be determined by competitive bid.

Estimated Project Cost:

\$ 261,000.00

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Nancy Park Subdivision

261,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI
TOWNSHIP UNDER THIS AGREEMENT DURING 2013:

\$ 261,000.00

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Mona Wypkowitz Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Angela Robinson Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and THE CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan ("Township").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE

The County will contract to acquire and install one Federal Signal Corporation 2001 AC/DC outdoor warning siren, according to the specifications set forth by the County in bid proposal #5814, at a mutually agreeable location within the Township. The Township agrees to pay annual maintenance charges to the siren vendor for a minimum of fifteen years.

ARTICLE II - TERM

This agreement begins on April 1, 2013 and ends on April 1, 2028.

ARTICLE III - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Township will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE V - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO FORM:

YPSILANTI TOWNSHIP:

By: _____
Curtis N. Hedger (DATE)
Corporation Counsel

By: Brenda L. Stumbo
Brenda Stumbo, Supervisor (DATE)
Charter Township of Ypsilanti
By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk (DATE)
Charter Township of Ypsilanti