

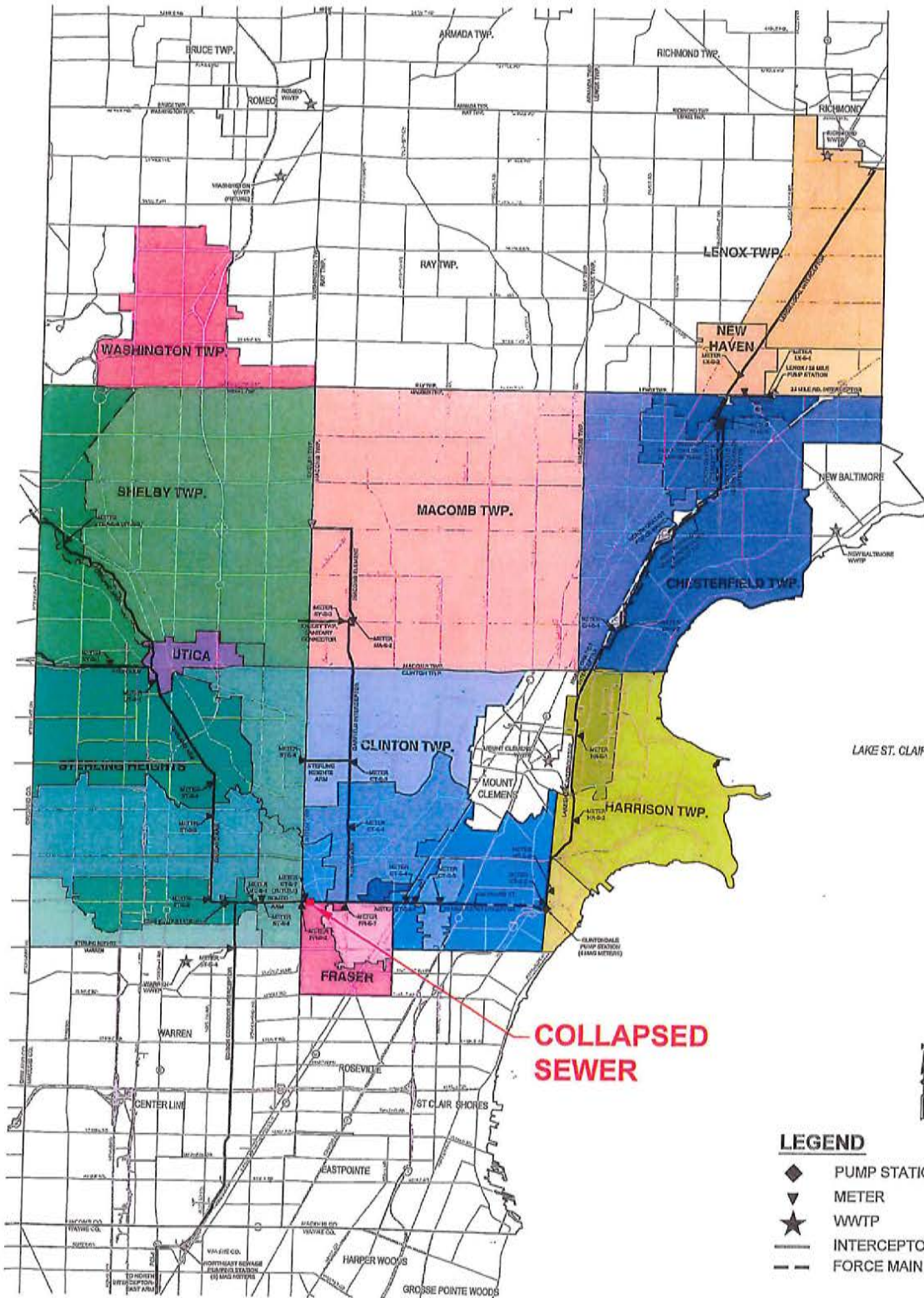
MACOMB INTERCEPTOR DRAIN
OCTOBER 16, 2017
11:00 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for October 16, 2017	
3. Approval of Minutes for September 11, 2017	3
4. Public participation	
5. 15 Mile Interceptor Repair Project Update – Evans Bantios	
6. Motion: Approve Fishbeck, Thompson, Carr & Huber, Inc. Proposal for Professional Services to perform a boundary survey on the parcel of land located at 45345 Garfield Road, Macomb, MI for a not to exceed amount of \$3,400.00 – Tamara Keskeny	6
7. Motion: Approve Offer to Purchase and Statement of Final Just Compensation totaling \$275,116.88, as a full and final resolution of all claims relating to the Raimondi family, and authorize Aloia & Associates, P.C., to proceed to finalize the transaction – Ben Aloia	12
8. Motion: Approve payment of invoices on attached spreadsheet, as presented – Brian Baker	35
9. MIDD Financial Report – Bruce Manning	37
10. Old Business	
11. New Business	
12. Adjourn	

Next Regular Meeting

November 13, 2017 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 11:00 a.m.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



- LEGEND**
- ◆ PUMP STATION
 - ◇ METER
 - ★ WWTP
 - INTERCEPTOR
 - - - FORCE MAIN



Candice S. Miller
MACOMB COUNTY PUBLIC WORKS COMMISSIONER

fish

UPDATED: FEBRUARY 2017

An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on September 11, 2017 at 11:44 A.M.

PRESENT: Candice Miller, Chair
Bryan Santo, Member
Robert Mijac, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Keith Graboske, P.E., Chief Engineer, Vincent Astorino, Operations & Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E., Environmental Engineer II, Dan Heaton, Public Relations Manager, Richard Ives, Community Wastewater Services Manager, Tom Stockel, Construction Engineer, Bruce Manning, Financial Manager, Denise Harwood, Accountant, Barbara Delecke, Administrative Services, Macomb County Public Works; Jared Beaudoin, City of Sterling Heights

The meeting was called to order by the Chair, Candice Miller. The agenda was approved as presented.

Minutes of the meeting of August 7, 2017 were presented and approved on a motion by Mr. Mijac, supported by Mr. Santo and unanimously carried.

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Bantios updated the board on the sinkhole repair project. There is one more section of pipe to install and grout. The pipe upstream has been relined and grouted in place. The goal is to have flow going through the sewer by the end of September. A section of pipe downstream from the sinkhole damaged by hydrogen sulfide (H₂S) and cracking will be relined with perma-cast. Once this is complete, restoration work will begin.

Dan's Excavating provided a bid for the restoration of 15 Mile Road and Eberlein Drive. Their bid was compared to other contractor prices in the area on similar projects. The goal is to have the road opened by December 22, 2017.

A motion to approve Change Order No. 5 from Dan's Excavating to include the 15 Mile Road/Eberlein Drive restoration for an increase of \$3,426,968.10 was made by Mr. Mijac, supported by Mr. Santo.

Ayes: Mijac, Santo, Miller
Nays: None

Motion approved.

The change order from RedZone Robotics, Inc. includes three major changes. The pipe will be re-inspected from the 15 Mile sinkhole to the Edison Corridor and then from the Edison Corridor to the first manhole downstream. A portion of the North Gratiot Interceptor will be inspected because the H2S content is high where a lined section of pipe abuts to a concrete pipe. This work should still finish under budget and on time.

A motion to approve Change Order No. 1 from RedZone Robotics, Inc. for re-inspection of the Romeo Arm downstream of the sinkhole, 221 linear feet of the Edison Corridor and 7,578 linear feet of the North Gratiot Interceptor for an increase of \$70,730.30 was made by Mr. Santo, supported by Mr. Mijac.

Ayes: Santo, Mijac, Miller
Nays: None

Motion approved.

Under the Michigan Natural Resources and Environmental Protection Act, whenever there is a sewage discharge like the one that occurred in connection with the December 24, 2016 sinkhole, the Michigan Department of Environmental Quality takes enforcement action designed to prevent future discharges. The County and the MDEQ agreed an Administrative Consent Order (ACO). The ACO requires the County to develop an assessment management program, complete the repair of the sinkhole and continue inspections of the sewers. The actions called for by the ACO have already begun. If everything goes as planned, the ACO could expire in three years. The County is currently in second place to receive SRF funding going forward. By not having this ACO, the MID would lose 300 priority points and possibly SRF funding.

A motion to approve the Administrative Consent Order with the MDEQ was made by Mr. Mijac, supported by Mr. Santo.

Ayes: Mijac, Santo, Miller
Nays: None

Motion approved.

The Chair presented the invoices totaling \$13,933,588.87 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the invoices as presented.


Ayes: Santo, Mijac, Miller
Nays: None

Motion approved.

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Santo, supported by Mr. Mijac and unanimously carried.

The next regular meeting will be held on October 16, 2017, 11:00 a.m. at the Macomb County Public Works Office.

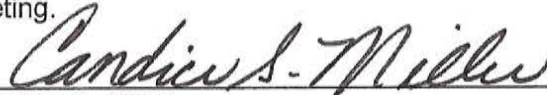
The meeting was adjourned at 12:05 p.m. on a motion by Mr. Mijac, seconded by Mr. Santo, and unanimously approved.



Candice S. Miller
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on September 11, 2017, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller
Macomb County Public Works Commissioner

DATED: 9/13/17

8910.bd

October 10, 2017

MEMORANDUM

TO: Brian Baker
FROM: Tamara Keskeny, Property Manager
RE: Surplus Property, 45345 Garfield Rd

Attached is a copy of the lowest of 3 quotes for the survey of the surplus property that the MIDD board will need to approve.

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is the lowest quote, they are also already out working on the Hall Road project for MDOT, and so, it would be logical to choose FTCH for the survey work.

This survey is needed to establish property lines for the sale of the above property.

If the MIDD board agrees, I will contact FTCH and award them the survey quote.

Attachment



September 20, 2017

Ms. Tamara Keskeny
Manager Real Property
Macomb County Public Works
21777 Dunham Road
Clinton Township, Michigan 48036

Re: Proposal for Professional Services
Boundary Survey Parcel 20-08-32-300-018
45345 Garfield Rd., Macomb, Michigan

Dear Ms. Keskeny:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide this proposal for a boundary survey requested in your email dated September 19, 2017. We propose the following Scope of Services:

Scope of Services

Upon authorization to proceed, FTCH will submit a request for a title search on the property located in Macomb Township at 45345 Garfield Road, Macomb, Michigan. FTCH will complete a boundary survey. All found corners will be marked wood stakes, any corners not found will be monumented with 1/2-inch by 18-inch rebar with a survey cap.

PA 132 Certificate of Survey will be provided. Survey map will show Right-of-way widths for any roads adjacent to property, found property irons, set property irons, existing easements on property, and legal description.

Professional Services Fees

Our fee to complete the work as outlined in the Scope of Service is a lump sum amount of Three Thousand Four Hundred Dollars (\$3,400).

Ms. Tamara Keskeny
Page 2
September 20, 2017



Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jackie L. King (jking@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

FTCH has the experienced staff to complete this work and has completed numerous similar boundary surveys. If you have any questions or require additional information, please contact me at 616.464.3789 or tplatz@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "T. Platz", is written over a horizontal line.

Timothy A. Platz, PS

jlk

Attachments

By email

cc/att: Tia L. Klein, PE – FTCH
Brian L. McKissen, PE, CFM – FTCH
Maria E. Sedki, PE – FTCH



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME Proposal for Professional Services
 Boundary Survey Parcel 20-08-32-300-018
 45345 Garfield Rd., Macomb, Michigan

FTCH CONTACT Timothy A. Platz, PS

CLIENT Macomb County Public Works

CLIENT CONTACT Ms. Tamara Keskeny

ADDRESS 21777 Dunham Road, Clinton Township, Michigan 48036

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

SCOPE OF SERVICES:

Professional surveying services as described in our FTCH proposal letter dated September 20, 2017.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated September 20, 2017.
- Other:

METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

Budget for above Scope of Services:

Three Thousand Four Hundred Dollars (\$3,400).

ADDITIONAL PROVISIONS (IF ANY):

NA

APPROVED FOR:

Macomb County Public Works

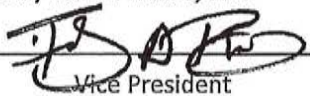
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY:  _____

TITLE: Vice President

DATE: September 20, 2017



Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.



Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.

CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.

14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, October 16, 2017

Name of Project: 15 Mile Interceptor Collapse

Resident Address: 15370 15 Mile Road, Fraser MI 48026

Resident Name: Federico and Lillian Raimondi

Case Synopsis: This is a request for the MIDDD's review and approval of the enclosed Offer to Purchase and Statement of Final Just Compensation for a total, final reimbursement amount of **\$275,116.88**. Mr. and Mrs. Raimondi owned the condemned home located on 15 Mile Road, which has since been demolished by the MIDDD pursuant to a signed Right of Entry Agreement. Due to the exigent circumstances involving this home, these homeowners evacuated on December 24, 2016, and relocated to the nearby Fraser Senior Center where they remain temporarily living. Their personal belongings were moved from the home into a storage facility.

This agreement resolves all outstanding compensation claims relating to the Raimondi family, including just compensation for the purchase their home and site, real estate tax prorations, statutory interest, statutory moving and relocation expenses, statutory attorney fees, statutory witness/appraisal fees and other miscellaneous expenses related to this condemnation. The enclosed Offer to Purchase and Statement of Final Just Compensation were previously discussed and recommended for approval by Macomb County Public Work's administration.

Recommendation: Approve the enclosed Offer to Purchase and Statement of Final Just Compensation totaling **\$275,116.88**, as a full and final resolution of all claims relating to the Raimondi family, and authorize Aloia & Associates, P.C., to proceed to finalize the transaction.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

OFFER TO PURCHASE and STATEMENT OF FINAL JUST COMPENSATION

To: Federico and Lillian Raimondi
34950 Hidden Pine Drive, Apt. 103
Fraser, MI 48026

Property Address: 15370 15 Mile Road
Fraser, MI 48026

The Macomb Interceptor Drain Drainage District ("MIDDD"), hereby extends this Good Faith Offer to Federico and Lillian Raimondi, on behalf of themselves, and their heirs, trusts, estates, successors, and assigns (the "Owners") to acquire the real property commonly known as 15370 15 Mile Road, Fraser, Michigan, 48026, and legally described in **Addendum A** ("Property"), and tender other just compensation pursuant to the Michigan Condemnation Procedures Act and other laws, arising out of the condemnation of the Property, subject to the terms and conditions stated herein as follows:

GOOD FAITH OFFER:

- (a) Identification of the Property to be acquired:

See legal description on **Addendum A** attached hereto and incorporated as part of this document by reference.

- (b) Type of interest being acquired: FEE SIMPLE PURCHASE (Total Take Acquisition)

- (c) Good Faith Offer amount breakdown:

1. LAND OR IMPROVEMENTS	\$ 186,700.00
2. 25% INCREASE PURSUANT TO MCL 213.23(5)	\$ 46,675.00
3. MCL 213.23(6) tax payment	\$ 840.65
4. Tax Proration Amount	\$ 1,489.70
5. Mortgage interest reimbursement	\$ 2,908.00
6. OTHER (Closing costs, relocation assistance, moving expenses)	\$ 8,000.00
SUB TOTAL	\$ 246,613.35
7. STATUTORY INTEREST MCL 213.65(2)	\$ 8,432.15
8. TOTAL	\$ 255,045.50
9. ATTORNEY FEES	\$ 17,571.38
10. APPRAISAL FEE	\$ 2,500.00
FINAL JUST COMPENSATION AMOUNT	\$ 275,116.88

(e) Additional Terms and Conditions:

MCL 213.55 (6) of the MUCPA further provides that an additional amount of money shall be paid to Owners, if the property being taken is a principal residence for which exemption is granted under section 7cc of the general property tax act, MCL 211.7cc. "The additional amount shall be determined by subtracting the taxable value from the state equalized value, multiplying that amount by the total property tax millage rate applicable to the property taken, and multiplying that result by the number of years the owner or owners have owned the principal residence, but not more than five years." The Owners have owned the Property more than 5 years, therefore the statutory formula applicable here is:

2016 State Equalized Value: \$62,815

2016 Taxable Value: \$59,366

\$62,815 (-) \$59,366 = \$3,449

\$3,449 x 2016 millage rate [.0487472] = \$168.13

\$168.13 x 5 years = \$840.65

Also, see **Addendum B** – Miscellaneous Terms and Conditions

The authorized MIDD Representative's signature below under **VERIFICATION OF OFFER** is for the verification that the Good Faith Offer has been made to you pursuant to the Michigan Uniform Condemnation Procedures Act. Your receipt or rejection of this offer does not prejudice your right to have the final amount determined through condemnation proceedings in the event you do not accept the offer.

Your signature below under **ACCEPTANCE OF OFFER** is intended to act as acceptance of the terms hereof by Owners, and shall result in a binding agreement of sale of the Property and for other payments of final just compensation ("Final Agreement"), effective upon the delivery of your signature below to MIDD. By signing this Agreement and accepting the Final Just Compensation Amount stated in this Agreement, the Owners expressly agree that this amount is a full and final resolution of all of Owner's claims for compensation arising out of the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser at or near 15 Mile Road between Hayes and Utica Road ("Event"). The Final Agreement will be deemed a resolution of any and all claims that you may have had under the Michigan Condemnation Procedures Act and other laws, related to condemnation of the Real Property and all other aspects of just compensation, unless this agreement is amended in a writing signed by all parties to the Final Agreement.

I CERTIFY THAT, on this ___ day of _____, 20__ a copy of this document and a copy of the written appraisal showing the basis for the amount established as estimated just compensation were delivered to me by the undersigned authorized MIDD Representative.

Dated: 10-9-17

Federico Raimondi
By: Federico Raimondi

Dated: 10-9-17

Lillian Raimondi
By: Lillian Raimondi

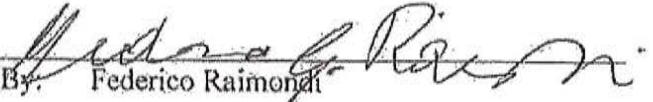
VERIFICATION OF OFFER:

Dated: _____

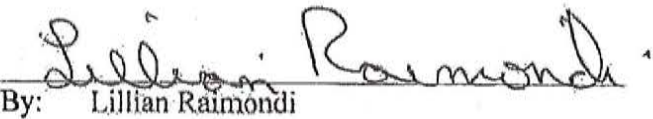
By: Candice S. Miller
Its: Authorized MIDD Representative

ACCEPTANCE OF OFFER:

Dated: 10-9-17


By: Federico Raimondi

Dated: 10-9-17


By: Lillian Raimondi

MIDD:

Dated: _____

By: Candice S. Miller
Its: Authorized MIDD Representative

ADDENDUM A

LEGAL DESCRIPTION

A parcel of land located in and being a part of the Northwest $\frac{1}{4}$ of Section 31, Town 2 North, Range 13 East, City of Fraser, County of Macomb, State of Michigan, and being more particularly described as follows: Commencing at the Northwest corner of Section 31; thence North $89^{\circ}23'30''$ East 472.24 feet to the point of beginning; thence North $89^{\circ}23'30''$ East 109.80 feet; thence South $00^{\circ}01'30''$ East 200.00 feet; thence South $89^{\circ}23'30''$ West 109.80 feet; thence North $00^{\circ}01'30''$ West 200.00 feet to the point of beginning, except the North 60.00 feet for road purposes, containing 0.504 acres.

Commonly known as: 15370 15 Mile Road, Fraser, Michigan
Parcel ID No. 11-31-100-002

ADDENDUM B

MISCELLANEOUS TERMS AND CONDITIONS

1. **MUCPA.** This Good Faith Offer is made to Owners by MIDDD pursuant to the Michigan Condemnation Procedures Act. If you believe that this Good Faith Offer does not include one or more items for which you intend to claim a right to just compensation, the Owners shall, for each item, file a written claim with MIDDD within ninety (90) days of the date of this offer. This claim shall provide sufficient information and detail to enable MIDDD to evaluate the validity of the claim and to determine its value. MCL 213.23 requires that the amount of compensation made and determined for the taking of an individual's principal residence shall not be less than 125% of that person's fair market value. This Good Faith Offer is intended to pay the Owners 125% of the fair market value of the Property.

If the Owners and MIDDD are unable to agree upon the terms of the acquisition of the Property within thirty (30) days after receiving this Good Faith Offer to purchase the Property, MIDDD may file a complaint for the acquisition of property in the Macomb County Circuit Court.

2. **PROPERTY TAX PRORATION AND DISCHARGE OF LIENS.** All taxes, assessments and liens which have become an encumbrance upon the Property, whether recorded or not recorded, if any, shall be prorated and adjusted as of the date of taking, which is December 24, 2016, in accordance with the DUE date basis of the municipality or taxing unit in which the Property is located. For purposes of this agreement, all real property taxes are to be considered paid in advance. Mortgage interest, electric bill, insurance payments, gas bill and water bill shall also be prorated and adjusted as of the date of taking and paid at closing. The Owners shall remain responsible for all principal payments on its mortgage, excluding interest through the date of closing. MIDDD will be responsible for the payment for any and all transfer taxes and recording fees applicable to close this transaction.

Furthermore, the Owners understand that MIDDD has acquired this fee simple interest with the expectation that it will use its property rights to the fullest extent, including for demolition, and that the MIDDD will have marketable, priority title over all other liens and encumbrances on the Property. The Owners' lender(s) and/or lien holders may have priority over the claim of any funds the Owners may receive as a result of this purchase and the MIDDD reserves the right to deduct and distribute the just compensation funds in whole or in part to Owners' mortgage lender(s), and/or lien holders, as well as any taxing authorities who have a lien on the property in the amount necessary to discharge or subordinate their liens on the Property at closing.

3. **NOTICE OF RESERVATION OF RIGHTS.** MIDDD gives notice that it reserves its rights to bring a federal or state cost recovery action against the present owners, or any other potentially responsible parties, arising out of a release of hazardous substances on or under the Property.

4. **CITY OF FRASER SENIOR HOUSING LEASE AND STORAGE FACILITY FEES.** MIDDD shall continue to pay the monthly lease payment of \$635.00 through the January 31, 2018, for the Owners' City of Fraser Senior Housing Lease dated January 6, 2017 and the Guaranty to Lease (attached hereto as Exhibit C), as extended, so long as the Owners continue to occupy the Fraser Senior Housing facility. Owners understand and agree that if they continue to reside in the City of Fraser Senior Housing complex after January 31, 2018, all lease payments shall be Owners' sole responsibility. Owners shall execute a new lease with the City of Fraser, and the Guaranty of Lease shall be extinguished. In accordance with the Guaranty to Lease, the security deposit shall also be returned to MIDDD.

In addition to the City of Fraser Senior Housing Lease payments, MIDDD shall also continue to pay the Owners' rental storage fees with EZ Storage located at 33260 Van Dyke, Sterling Heights, MI 48312, pursuant to Rental Lease No. 075-02965 (attached hereto as Exhibit D), through January 31, 2018 for the storage of the Owners' personal property.

5. **FINAL AGREEMENT AND RELEASE.** By signing this Offer to Purchase and Statement of Final Just Compensation, Federico and Lillian Raimondi, on behalf of themselves and their heirs, trusts, estates, successors, assigns and children (collectively "Owners") expressly agrees that this Agreement is a full and final resolution of all of the Owners' claims for just compensation arising out of the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Event")

Moreover, upon receipt of the Final Just Compensation Amount in cleared funds, the Owners hereby release and forever discharge the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, departments, officials, contractors, employees and agents acting by, through or in concert with any of them ("Releasees"), from any and all claims, damages and liabilities, known and unknown, and arising out of the Event, whether in law and equity, including but not limited to those which fall under MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417. This Agreement also specifically resolves the all claims that the Owners had or could have claimed under the Michigan Uniform Condemnation Procedures Act, MCL 213.51, et. seq., including but not limited to:

- A. MCL 213.55(1) and MCL 213.59(7): Compensable expenses and damages relating to the relocation to a comparable replacement dwelling;
- B. MCL 213.59(5): Payment of the escrow before the final dispossession of the Property;
- C. MCL 213.68: Reimbursement of reasonable expenses incurred;
- D. Loss of use of the property since December 24, 2016;
- E. Loss or damage to personal property that remained in the Property as of December 24, 2016 that is not recoverable or removable, or which was not removed by the Owners since that date. In addition, personal property that has been recovered or removed on and after December 24, 2016, that was damaged as a direct result of the taking of property;
- F. Damages and expenses for past, present and future loss of use of the property, including, but not limited to: lodging, food allowance and mileage;
- G. Reasonable and necessary moving expenses for moving the Grantors personal property pursuant to MCL 213.352 and MCL 213.55(1);
- H. Reasonable attorney fees and reimbursable expert fees, not already compensated by the MIDDD pursuant to MCL 213.66 and MCL 213.69;

- I. Statutory Interest, pursuant to MCLA 213.65, retroactively as of December 24, 2016, the date of taking, through October 31, 2017, on the total payment or award received by the Owners.
6. **INSURANCE.** The Owner represents that they have not received any insurance monies to date compensating them for the damage to the Property, loss of personal property, mortgage interest, taxes, utilities, storage fees, moving expenses, attorney fees or other miscellaneous claims referenced in this Agreement, and that are being reimbursed herein by MIDDD. Owner acknowledges and agrees that, to the extent they have received any insurance monies compensating them for the losses reimbursed herein by MIDDD, it is their responsibility to pay over and reimburse the insurance company with these funds.
7. **ENTIRE AGREEMENT.** Upon the signature of all of the necessary parties, this Offer and Acceptance shall be deemed a Final Agreement between the parties with respect to the condemnation of the Property and any just compensation arising therefrom, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. This Agreement shall only be modified or amended by a writing signed by each party to be charged.
8. **APPLICABLE LAWS.** This Agreement is governed by the laws of the State of Michigan. Any actions concerning the Offer or a Final Agreement must be filed in the Courts having jurisdiction in Macomb County, Michigan.
9. **COUNTERPARTS AND COPIES.** The Final Agreement may be executed in counterparts, each of which shall be deemed an original but together they shall constitute one and the same instrument, and electronic, PDF and/or facsimile signatures shall be treated the same as the original signatures for all purposes.
10. **NOTICE.** All notices and other communications under this Offer or Final Agreement under an eventual Final Agreement, shall be in writing and shall be effective (a) upon actual delivery if presented personally or if sent by certified or registered mail, postage prepaid, return receipt requested, and (b) five (5) business days following the deposit first class in the United States mail, to the following addresses:

OWNERS: Federico & Lillian Raimondi
34950 Hidden Pine Drive, Apt. 103
Fraser, MI 48026

And

Gregory A. Buss, Esq.
Buss & Buss, P.C.
12900 Hall Road, Suite 322
Sterling Heights, MI 48313

MIDDD: Benjamin J. Aloia, Esq.

**Aloia & Associates, P.C.
48 S. Main Street, Suite 3
Mount Clemens, MI 48043**

and

**Candice S. Miller
Macomb County Public Works Commissioner
21777 Dunham Road
Clinton Township, MI 48036**

11. **EFFECTIVE DATE.** The Effective Date of any Offer shall be effective as of the date signed by the Authorized Representative of the MIDDD. The effective date of the Acceptance of any Offer is the date signed by the Owners and required signatories of this Agreement.

12. **SUCCESSORS AND ASSIGNS.** This Agreement binds and benefits the parties' successors and assigns to the Property. The Owners may not assign their interest in this Offer or the Final Agreement unless they receive permission from the MIDDD in writing.

13. **MUTUAL DRAFTERS.** This Agreement has been voluntarily drafted by all parties hereto and all parties have had the opportunity to consult the counsel of their choice. Each party acknowledges that they have read and fully understand the terms of this Agreement and/or reviewed it with their counsel, with adequate opportunity and time to review and edit the Agreement. This Agreement has been a result of negotiations, and each party is fully aware of its contents and its legal effect. This Agreement has been signed by each party voluntarily, without coercion, intimidation or the threat of retaliation.

14. **VALIDITY OF AGREEMENT.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **AUTHORITY.** The individuals signing this Agreement, on behalf of their respective parties, represent and warrant that they have the authority to sign this Agreement.

EXHIBIT C

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENT ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON. YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE, YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

CITY OF FRASER SENIOR HOUSING LEASE

AGREEMENT OF LEASE made this 30th day of June 2017, between the CITY OF FRASER, Landlord and GEORGE & LILLIAN RAIMONDI, Tenant.

1. **Rental** – Landlord leases to Tenant 34950 Hidden Pine Dr #103, as a strictly private residence for a term to commence on the 1st day of July 2017 and to end on the 30th day of June, 2018. Tenant paying Landlord the sum of Six Hundred and Thirty-Five Dollars (\$440.00 per month, representing the rental rate in addition \$195.00 per month representing an operation and maintenance fee). Both the rental rate and the operation and maintenance fee (“Rental”) shall paid in lawful money of the United States in advance by the first day of each month.

Upon sixty (60) days notice, delivered personally or by first class mail, the Landlord may increase either the rental rate and operation and maintenance fee, or both, up to six (6%) percent over the current rate. Any lease extensions, or renewals, shall not be subject to a limitation on the amount of rental rate, or operation and maintenance fee increases.

2. **Occupancy** – It is expressly agreed by Tenant that the character of the occupancy of the premises and the limitation of use to the members of Tenant's family is special consideration and inducement for the granting of this Lease by Landlord. Tenant will not, without Landlord's previous written consent, use the premises for any purpose other than that of a strictly private dwelling. Tenant agrees that the premises shall be used and occupied only by the individuals whose names are set forth below and pursuant to the residency and income restrictions adopted by the Fraser City Council.

Name	Age	Relationship to Tenant
LILLIAN RAIMONDI	73	TENANT
GEORGE RAIMONDI	78	TENANT

Tenant Initials:

LR
GR

Landlord:

[Signature]

It is expressly agreed by Tenant that the limitation of occupancy to Tenant and the above-mentioned members of Tenant's family and the restriction of use of the premises and limitations upon the Tenant's Leasehold interest and it is expressly agreed that in the event of violation by tenant, this Lease and the occupancy by Tenant may be terminated at the option of Landlord.

3. **Rules and Regulations** – Tenant agrees that the members of Tenant's family, invitees and guests shall conform to rules and regulations governing the premises and to any reasonable changes or new regulations that Landlord may deem necessary for the protection of the building and the general comfort and welfare of its occupants.

4. **Assignment** – It is expressly agreed by Tenant that Tenant's leasehold interest may not be assigned or sublet in whole or in part without, in each case, having first obtained the written consent of Landlord.

5. **Right to Mortgage** – Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages placed upon Landlord's interest in the land and buildings. And Tenant agrees to execute and deliver such instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord. Tenant appoints Landlord as irrevocable attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant.

6. **Access to Premises** – It is expressly understood and agreed by Tenant that Landlord shall have free access at all reasonable hours to the premises for the purpose of examining or showing it to prospective tenants or for making alterations or repairs.

7. **Alterations** – Tenant shall make no alterations, decorations, additions, or improvements without Landlord's pre-written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions, or improvements made by either party shall become the property of Landlord and shall remain upon, and be surrendered at the end of the term.

8. **Condition of Premises** – Tenant acknowledges examining the premises prior to making this Lease, and knows its condition. No representations as to the condition or state of repairs have been made by Landlord. Tenant accepts the premises in its present condition at the date of the execution of this Lease. Tenant agrees not to cause or permit any waste misuse or neglect of the premises or any furnishings provided by the Landlord. Tenant agrees to pay for any damages. Tenant agrees not to permit any members of Tenants family, invitees or guest to commit waste or misuse. In the event that any person causes waste, misuse, or through their neglect causes damages to the premises. Tenant expressly agrees to pay for all damages. Tenant agrees during the continuance of occupancy of the premises to keep it in good repair.

In the event that Tenant neglects to repair or pay for damages caused by waste, misuse or neglect, then the amount shall be deemed to be additional maintenance and operating fees which are due from Tenant to Landlord on the first day of the next month. Tenant expressly agrees that in the event Tenant fails to make all necessary repairs the Landlord, at its option, may make such repairs and the expense incurred shall be deemed to be additional maintenance and operating fees from Tenant to Landlord on the first day of the next month.

9. **Waiver** – Landlord and its employees or agents shall not be responsible or liable to Tenant for any loss or damages that may be occasioned by or through the acts or omissions of other tenants, their guests or invitees occupying any other part of the building, or of persons who are trespassers in said building, or for any loss or damage resulting to Tenant or Tenant's property from bursting stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever, except in the case of willful neglect on the part of Landlord. One or more waivers of any covenant, condition, rule or regulations by Landlord shall not be construed as a waiver of a further breach.

Tenant Initials

Landlord

10. **Additional Areas** – It is agreed by Tenant that if Landlord furnishes any automobile parking space or any other facilities, it shall be deemed gratuitously furnished by Landlord. Landlord shall not be liable for any loss of property through theft, casualty or otherwise, or for any damage or injury whatever to person or property.

11. **Notices of Injuries** – In the event of any injuries to Tenant or Tenant's family or to any property of Tenant or Tenant's family, its agents and/or employees. Tenant agrees to give Landlord written notice of the injury within five (5) days.

12. **Utilities** – Landlord shall furnish and pay for cold water only. It is expressly agreed that electricity and gas shall be furnished by Tenant and all bills shall be paid by Tenant. It is expressly agreed that landlord shall not be liable for any injury or damage which may arise from its failure to furnish water.

13. **Use of Premises** – Tenant shall not use, or permit any person to use the premises for any purpose in violation of the laws of the United States or of the State of Michigan or of the Ordinances or other regulations of the City of Fraser or of any other lawful authority. The premises shall be kept by Tenant in a clean and wholesome condition. All health and police regulations shall be fully complied with by Tenant. Tenant may not employ any person in or about the premises whose employment may be law constitute or create a liability on the part of Landlord.

14. **Fire or Other Damage** – In case the premises are partially damaged by fire or other cause at any time, they shall be repaired by Landlord or any insurance company on its behalf, with all reasonable dispatch, and a proportionate reduction of rent shall be allowed Tenant for the time occupied in such repairs. However, if Tenant can use and occupy the premises without substantial inconvenience, there shall be no reduction of rent. If repairs are delayed because of the failure of Tenant to adjust his own insurance, if any, no reduction shall be made beyond a reasonable time. In case the damage by fire or other cause shall amount substantially to the destruction of the premises, then, and in that event, this Lease shall become null and void and the responsibilities of Landlord and Tenant, each to the other in the unexpired term, shall cease.

15. **Eminent Domain** – If the whole or any part of the premises shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any purpose and the rent shall be paid up to the day. From that day, Tenant or Landlord shall have the right either to cancel this Lease and declare the same null and void, or to continue in the possession, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose. All damages awarded for such taking for any public purpose shall belong to and be the property of Landlord, whether such damage shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased.

16. **Delay to Repairs** – Tenant expressly agrees that whenever repairs to be made by Landlord are delayed because of factors beyond its control, the obligations of Tenant shall not be affected whatsoever and Tenant shall not have any claim against Landlord.

17. **Default in Rent** – If Tenant defaults in the payment of Rental or if the premises become vacant or deserted, Landlord may re-enter the premises and remove all persons and property, either by summary proceedings, or by any suitable action.

Tenant Initials:

JK
GR

Landlord:

JK

18. **Default Other Than Rent** – If Tenant defaults in fulfilling any of the covenants or conditions of this Lease other than the covenants for the payment of Rental, or if Tenant fails to comply with any of the rules and regulations, or if Landlord shall deem objectionable or improper any conduct on the part of Tenant or any of those dwelling in or visiting the premises. Landlord may give Tenant seven (7) days notice of intention to end the term of this Lease and thereupon, at the expiration of said seven (7) days, the term under this Lease shall expire as fully and completely as the day fixed for the expiration of the term, and Tenant will then quit and surrender the premises to Landlord.

19. **Continuation of Rental until Re-rental** – Tenant's liability to pay Rental continues for the entire term of this Lease until such time as the premises are re-rented.

20. **Abandoned Property** – If Tenant vacates or abandons the premises and leaves any personal property about the building or its courtyards, such property shall be deemed abandoned by the Tenant.

21. **Possession** – Tenant is not entitled to possession of the premises until the full payment of the security deposit and their first month's rental and until vacating of the premises by the prior Tenant.

22. **Delay of Possession** – It is understood that if Tenant is unable to occupy the premises: (a) by reason of the construction of said premises not being completed or ready for occupancy; (b) by reason of holding over any previous occupant of said premises; (c) due to any cause or reason beyond the direct control of Landlords; then, Landlord shall not be liable in damages to Tenant, but Rental shall be abated. Landlord is to be the sole judge of when the premises are ready for occupancy.

23. **Holding Over** – It is agreed that in the event Tenant hold over after the termination of this Lease, the tenancy shall be from month-to-month. When Tenant terminates the month-to-month tenancy Tenant shall give Landlord thirty (30) days notice in writing of such termination, and such notice shall be delivered to Landlord on the first calendar day of the month prior to the effective day of such termination.

24. **Security Deposit** – Tenant has deposited and Landlord acknowledges the receipt of SIX HUNDRED AND THIRTY FIVE DOLLARS (\$635.00) which shall be held and returned to Tenant in accordance with Act 348 of the Michigan Public Acts of 1972, as amended. Landlord is to retain this deposit as security for the faithful performance of this lease, but in no event shall Landlord be obligated to apply the same upon Rental or other charges it accrues or upon damages for Tenant's failure to perform the said covenants, conditions or agreements, but Landlord may so apply the security at its option. Landlord's right to the possession of the premises for nonpayment of Rental or for any other reason shall not in any event be affected by reason of the fact that Landlord holds security. Sums not applied toward the payment of rental or toward the payment of damages suffered by Landlord shall be returned to Tenant within thirty (30) days after occupancy is terminated. Tenant draws no interest while the security deposit is held by Landlord. In the event that Landlord repossess itself of the said premises because of Tenant's default or failure to carry out the lease, landlord may apply the security upon all damages suffered.

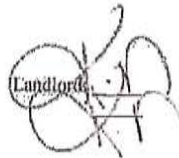
25. **Cleaning Fee** – A non-refundable cleaning fee will be charged at the time of lease signing of the premises for cleaning and repairs subject to normal wear and tear.

26. **Health Services** – Tenant agrees that no health services are provided by Landlord. Tenant must be able to care for him or herself, including the preparation of meals and housekeeping. In the event an evaluation by or on behalf of Landlord determines that Tenant has become physically, mentally or emotionally unable to take care of himself or herself, or becomes a danger to himself or herself, or to other

Tenant Initials:

SR
GR

Landlord:



Tenants, landlord may terminate the Lease by thirty (30) day notice to quit. It is agreed that the decision of Landlord shall be final and binding.

27. **Application for Tenancy**— Tenant agrees that this Lease is given pursuant to the Application for Tenancy. The Application is incorporated by reference.

28. **Modification** — Any modifications of this Lease or any collateral agreement with respect to the relationship between Landlord and Tenant shall not be binding upon Landlord unless made in writing and signed by an authorized representative of Landlord.

29. **Notice**— Whenever under this Lease, provision is made for notice of any kind, it shall be deemed sufficient if the notice to Tenant is in writing, addressed to the premises or to the last known post office address of the Tenant and deposited in the mail. Notice to Landlord shall be deemed sufficient if the notice is in writing, addressed to the Fraser City Hall, 33000 Garfield Road, Fraser, Michigan 48026. Notice need be sent to only one Tenant.

30. **Remedies Not Exclusive** — It is agreed that every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said right, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

31. **Severability** — Invalidation of any of the provisions of the Lease by judgment or court order shall in no way affect any of the other provisions of the Lease, which shall remain in full force and effect.

32. **Captions** — The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent or any provision.

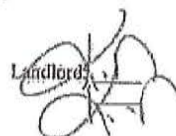
33. **Rules and Regulations** — Tenant agrees to obey the rules and regulations enacted by Landlord for the benefit of the entire project. Such rules and regulations as may be adopted by Landlord and modified from time to time and incorporated here by reference. Landlord will publish copies of the rules and regulations and deliver a copy to Tenant Existing rules and regulations are:

- a. Trash compactors are provided in the building. Tenant agrees to use such facilities in accordance with the rules and regulations posted which from time to time may be modified.
- b. Fire Suppression Systems are provided in the building. Tenant agrees to use such facility in accordance with the rules and regulations posted which from time to time may be modified.
- c. Elevators are provided in the building. Tenant agrees to use such facility in accordance with the rules and regulations posted which from time to time may be modified.
- d. Security systems are provided in the building. Tenant agrees to use such facility in accordance with the rules and regulations posted which from time to time may be modified.
- e. Tenant agrees to operate appliances located within the Tenant's unit during hours that will not be objectionable to the inhabitants of adjacent Tenant units.
- f. Tenant agrees not to place any form of cooking appliance, furniture or use for storage, the exterior terrace of the building. It is understood that only furniture of the type commonly referred to as "patio furniture" of the storable type may be used during the summer months. It is further understood that such furniture will not be permitted upon the terrace or balcony before the Memorial Day holiday, or after the Labor Day holiday.
- g. The rent is due on or before the first of each month, and the Landlord will assess a five (5%) percent late charge penalty on rents not paid by the seventh (7th) day of the month.
- h. Pets are not permitted in the building.
- i. Window coverings shall be white or white lined draperies unless prior approval is given by Landlord.
- j. Tenant shall pay for the following charges at the time services are rendered:

Tenant Initials:

JR
6/12

Landlord:



- k. When existing microwaves, if any, no longer work, they will not be replaced by Landlord.
- l. Tenant will pay for following services when rendered.
 - (1) \$25.00 charge to open unit when locked out.
 - (2) \$25.00 charge for lost keys.
 - (3) Tenant pays total cost to have any locks changed. Locks must be master keyed by technician approved by the Landlord.

WITNESS:

A. Nickerson

WITNESS:

A. Nickerson

BY: CITY OF FRASER

Sullivan Raemond
Tenant

[Signature]
Tenant

PERSONAL GUARANTY AND SURETY

It is expressly understood and agreed that by signatures above, I/We guarantee and act as surety in the faithful performance of terms and conditions of the within lease. This includes, but is not limited to, the payment of rents due.

GUARANTY TO RESIDENTIAL LEASE

This Guaranty ("Guaranty"), upon execution of the parties hereto, shall be incorporated as part of the City of Fraser Senior Housing Lease dated January 6, 2017 ("Residential Lease"), between the City of Fraser, ("Landlord"), and George and Lillian Raimondi, ("Tenants"), for the real property commonly known 34950 Hidden Pine Drive #103, Fraser, MI, 48026 ("Rental Property").

1. **Background.** A sinkhole developed on 15 Mile Road in the City of Fraser, Macomb County, Michigan, which has caused the closing of 15 Mile Road at Eberlein Drive. The Tenants own and reside at 15370 15 Mile Road, Fraser, MI 48026 ("15 Mile Road Property"), adjacent to Eberlein Drive, which due to the sinkhole has been condemned by the City of Fraser. As a result, the Tenants entered into the Residential Lease in order to lease and reside at the Rental Property.
2. **Guaranty.** Without any admission of liability or fault, the Macomb Interceptor Drainage District ("MIDDD"), guarantees to the Landlord the payment of rent under the Residential Lease, in monthly installment payments in the amount of Six Hundred Thirty Five Dollars (\$635.00). The MIDDD also guarantees to the Landlord the payment of the security deposit in the amount of Six Hundred Thirty Five Dollars (\$635.00). Any amount of the security deposit returned by the Landlord at the termination of the Lease Agreement must be returned to the MIDDD. The Landlord, Tenants and the MIDDD agree that the MIDDD shall not be liable for any other obligation, debt or other liability of any nature whatsoever, that may be created or otherwise arise out of the Residential Lease.
3. **Indemnification.** The Tenants agree to indemnify the MIDDD, and its agents and representatives and hold them harmless for any claims, actions, suits, charges, demands, causes of action, expenses, injuries, costs, losses, debts, damages, professional fees or other expenses or liabilities of any kind, whatsoever, whether known or unknown, arising out of or occurring as a result of excessive damage or wear and tear to the Rental Property, intentional, negligent, reckless, willful or malicious destruction of the Rental Property or any personal property located in or affixed to the Rental Property, and for the improper or wrongful removal of any personal property located in or affixed to the Rental Property.

Tenants agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agree to bear all other costs, fees and related expenses, even if the claims, etc. are groundless, false, or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the indemnitee for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or willful misconduct of the indemnitees.

4. **Renter's Insurance.** MIDDD agrees to pay for renter's insurance obtained by the Tenant insuring against damage to persons and personal property at the Rental Property

until the expiration or termination of the Lease Agreement, to the extent that the Tenants' current homeowner's insurance policy on the 15 Mile Road Property is not sufficient to cover persons and personal property at the Rental Property. Tenants shall list the MIDD as an additional insured on their insurance policy, and agree to provide MIDD with a copy of their renter's insurance policy and/or homeowner's insurance policy on the 15 Mile Road Property in order for MIDD to determine and confirm if such policies will sufficiently cover persons and personal property at the Rental Property and that the MIDD is properly named as an additional insured.

5. **Assignment.** This Agreement is not assignable without the prior written consent of all of the Parties to this Agreement. The Tenants shall not assign or transfer their rights under this Guaranty without prior written consent from MIDD.
6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors, or assigns.
7. **Entire Agreement.** This Agreement and the Residential Lease embody the entire understanding and agreement of the parties with respect to the leasehold at the Rental Property, and supersede any and all prior negotiations, discussions, promises, understanding and written or oral agreements among them regarding the leasehold at the Rental Property, and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement and the Residential Lease. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the Seller and Purchaser.
8. **Jurisdiction and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Macomb County, Michigan.
9. **Effective Date.** This Agreement shall be effective as of the date shown above.
10. **Counter-Parts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but of which together shall constitute one and the same document and facsimile or electronic signatures shall be treated as originals for all purposes.
11. **Notices for Default of Non-Payment.** In the event that the rent has not been paid timely by the 3rd of the month, Landlord agrees to immediately provide written notice to the MIDD in accordance with the notice provision in paragraph 12 below so that it may be immediately corrected.
12. **Notices.** Any notice pursuant to this Agreement shall be given in writing and, any laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served by mailing the same to the other party by personal delivery, certified mail, return receipt requested, or by overnight nationally-recognized courier service, provided a receipt is required, to the designated address provided below or at such other

address as either party may from time to time designated by written notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless delivery of the notice or demand is refused or avoided, in which case the date of attempted delivery shall be deemed the date of service thereof). Notices shall be sent:

AS TO LANDLORD:

Barb DeBruyn
Fraser Senior Housing
34950 Hidden Pine Drive
Fraser, MI 48026
barbd@macombgov.org

*D. Wayne Oneal
City Manager
Signal
33000 Mar Field
Fraser, MI 48026*

AS TO TENANT:

George and Lillian Raimondi
34950 Hidden Pine Drive #103
Fraser, MI 48026
Metrice328@yahoo.com

AS TO MIDD:

c/o Macomb County Public Works
Attn: Tamara Keskeny
21777 Dunham Road
Clinton Township, MI 48036
(586) 307-8228
tamara.keskeny@macombgov.org

WITH COPY TO:

Benjamin Aloia, Esq.
Aloia & Associates, PC
48 South Main St., Ste. 3
Mt. Clemens, MI 48043
aloia@aloiaandassociates.com

[Signatures on following page]

IN WITNESS WHEREOF, the Landlord, Tenants and MIDD D have executed this Guaranty as of the date set forth above.

LANDLORD:

WITNESS:

City of Fraser

[Signature]
By:
Its:

Kelley Ann Wall
Name: City Clerk

Date: 2-16-17

Date: 2-16-2017

TENANTS:

[Signature]
George Raimondi

Kelley Ann Wall

Date: 2-16-17

Date: 2-16-2017

[Signature]
Lillian Raimondi

Kelley Ann Wall

Date: 2-16-17

Date: 2-16-2017

MIDD D:

WITNESS:

MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT

[Signature]
By: Candice S. Miller
Macomb County Public Works Commissioner
and Authorized Signer

[Signature]
Ernie Engelman

Date: 2-21-17

Date: 2/21/17

EXHIBIT D



RENTAL LEASE

Lease No. 075-02965

33260 VAN DYKE, STERLING HEIGHTS, MI 48312 + (586)-979-3900

Lessee: Lillian Raimondi

Size: 10x10

Unit #: 080

This LEASE is a Contract signed on this 31 day of December, 2016, by EZ STORAGE (The "Lessor" or we) and Lillian Raimondi (The "Renter" or you.) IT IS AGREED THAT THIS CONTRACT INCLUDES THE RULES, REGULATIONS AND CONDITIONS CONTAINED ON THE FRONT AND BACK OF THIS LEASE AND AS FOLLOWS:

We rent to you a storage space designated as Compartment No. 080 (called the "unit") in the EZ STORAGE facility located at 33260 VAN DYKE In MACOMB County for a term of 1 days and 0 months beginning the 31 day of December, 2016.

"NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first class mail and, if required by law, by certified mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is important that you notify us of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify you."

The Rental fee is shown below.

YOU MUST GIVE WRITTEN NOTICE BY THE 20TH DAY OF THE MONTH YOU WILL MOVE OUT. IF YOU DO NOT, THIS CONTRACT IS AUTOMATICALLY RENEWED AT THE CURRENT RATE AND YOU WILL HAVE TO PAY NEXT MONTH'S RENT. RENTS WILL NOT BE PRORATED OR REFUNDED IF YOU MOVE OUT BEFORE THE END OF THE CONTRACT PERIOD OR BEFORE THE END OF ANY MONTH.

RENT PAYMENTS ARE DUE ON THE 1ST DAY OF EACH MONTH. WE DO NOT SEND OUT NOTICES OF RENTS DUE. YOU ARE RESPONSIBLE TO SEE THAT PAYMENT IS MADE. A LATE FEE OF 10% OF THE RENT DUE WILL BE CHARGED IF YOUR ACCOUNT IS 10 DAYS PAST DUE. IF YOU DO NOT PAY THE RENT DUE WE MAY PUT OUR LOCK ON YOUR UNIT AS PROVIDED BY LAW, WHICH WILL DENY YOU ACCESS. If you make payment with a check that is not honored by your bank, for any reason, you must pay an additional \$25.00 for each such check. We have the right, at all times, to demand payment in cash, cashiers check or valid money order even if your check was previously accepted.

IN ADDITION TO ALL RENTAL CHARGES, YOU MUST PAY AN ADMINISTRATIVE FEE IN THE AMOUNT SHOWN BELOW. THIS FEE WILL NOT BE REFUNDED TO YOU. Before you move out, you must give the on site manager written notice 10 calendar days (no later than the 20th) prior to vacating your unit. You must tell the manager when the unit is empty. You must have the manager inspect the empty unit. You are personally responsible for removing all contents from the unit. A minimum \$50.00 service charge will be added to your account for any items that you have left in or around the storage unit or property. You must pay all rents and charges in full up to the end of the month you move out. You may be required to pay a performance and clean-up charge in the amount shown below. This charge will be refunded without interest if you follow the above rules.

INSURANCE: YOU UNDERSTAND THAT WE DO NOT HAVE INSURANCE COVERAGE FOR THE GOODS STORED IN YOUR UNIT FOR LOSS BY VANDALISM, FIRE, THEFT, WATER, WIND, ACT OF GOD OR OTHER CAUSE. I AS RENTER INTEND TO PROTECT MY STORED PROPERTY BY:

- [X] SELF INSURED
[] SECURE INSURANCE COVERAGE

Table with 2 columns: Item, Amount. Rows include Rent per month (135.00), Sales Tax on Rent (0.00), Insurance, Amount Due (135.00), Due-Date after Move-in (1/2 Rent Due Jan 1st), Promotion Expires (04/01/17).

Table with 2 columns: Item, Amount. Rows include Current Rent (4.00), Advance Rent (0.00), Credits (0.00), Sub-Total (4.00), Tax (0.00), Administration Fee (15.00), Insurance (0.00), Performance & Cleanup Deposit (0.00), TOTAL AMOUNT DUE (19.00).

Discount Expires: (if applicable)
Trorate Dec 16. Half off first 3 months. Reg Rent \$135. 4-17

LEASE AS CONTRACT
THIS LEASE IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THIS CONTRACT OR WANT LEGAL ADVICE IN CONNECTION WITH THIS TRANSACTION, CONSULT YOUR ATTORNEY.

I HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS LEASE AND AGREE TO COMPLY WITH THEM.

Renter: Lillian Raimondi
Manager: [Signature]
x Lillian Raimondi

Drivers License: R553522012017
DL State: MI
Address: 15370 15 Mile Rd, Fraser, MI 48026-1402
Social Security No.: 333-33-3333
Home Phone: (586)-770-2341
Emergency Contact: George Raimondi
Business Phone:
Contact Phone: (586)-265-4356

EZ STORAGE Rules & Regulation

- 1) Rent is Due on the 1st of Each Month.
- 2) The lease is a month-to-month lease, which renews on the 1st day of each month.
- 3) EZ Storage does not send out monthly billings
(If invoicing is requested, a \$2 fee will be assessed each month)
- 4) Rent received after the 10th of the month will be assessed a 10% late fee.
- 5) A \$25.00 service charge is assessed on all NSF checks.
- 6) Red Locks will be placed on any unit with a balance around the 5th day of the month.
- 7) Red Locks will be removed at the close of business on the day payment is received.
- 8) Storage of flammable or hazardous items is illegal and prohibited.
- 9) Storage of food items is prohibited.
- 10) Notice to vacate must be received by the 20th day of the month.
- 11) Upon move out you must,
 - Be current with your rent.
 - Give written notice by the 20th day of the month
 - Clean your unit of all items, trash, etc.
 - Vacate the unit by the last day of the month for which your rent is paid.
- 12) EZ Storage does not pro-rate rent on move-outs.
- 13) EZ Storage is not responsible for loss or damage to the contents of your unit.
- 14) EZ Storage does not have insurance coverage for the goods stored in your unit. You must provide your own insurance.
- 15) No loitering or working is allowed on premises.

Please look over your contract for
other results that will apply.

Macomb Interceptor Drain - 10/16/17

<u>Funding Source</u>	<u>Apporionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Macomb Interceptor Drain Administration	Chapter 20 Chesterfield - 7.06912% Clinton - 21.19453% Fraser - 4.20779% Harrison - 5.83288% Lenox - .76183% Macomb - 13.78561% New Haven - .80870% Shelby - 9.87770% Sterling Heights - 31.74642%	Baker	Aloia & Associates, P.C.	\$ 4,717.00	Invoice #16340 - 8/1/17 Legal Services - ending 7/31/17	Sterling Heights vs. MIDDD	
		Baker	Viviano Law	\$ 11,381.83	Invoice #19232 - 9/5/17 Legal Services - ending 8/31/17	Sterling Heights vs. MIDDD	
		Manning	Bank of New York Mellon	\$ 91,142.64	Debt Service Payment	Meter Rehab/Replacement	Ongoing
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 2,268.10	Invoice #369927 - 9/19/17 Engineering Services - ending 9/8/17	GLWA Assistance	
		Astorino	Giffels Webster	\$ 41,602.30	Invoice #114559 - 8/29/17 Engineering Services - ending 8/12/17	Inspection Program & Grant Management MID Sewer Inspection Work - RedZone	\$ 1,112,420.00
		Astorino	Johnson & Anderson	\$ 760.00	Invoice #40836 - 9/15/17 Engineering Services - ending 9/2/17	Conversion of MCMARS to Bluewater	\$ 12,895.00
		Astorino	Macomb County	\$ 255,922.16	Invoice #AR170682 - 9/1/17	2nd Quarter Reimbursement - Personnel & Operating Expenses	
		Manning	Macomb County	\$ 20,000.00	Invoice #7598-2017 - 6/30/17	Reimbursement to General Fund for accounting services	
		Astorino	City of Mount Clemens	\$ 15,311.73	Invoice #11975 - 9/21/17	Sewage Flow Billing - 7/22/17 - 8/18/17	
		Manning	Bank of New York Mellon	\$ 119,649.99	Debt Service Payment	Biofilter Ventilation	
		Astorino	Charter Township of Clinton	\$ 578.90	Monthly Water - 7/25/17 - 8/21/17		
		Astorino	Presidio	\$ 1,500.00	Invoice #158365A - 6/8/17	Configure Voice Over IP Services	
		Baker	Aloia & Associates, Inc.	\$ 5,307.06	Invoice #16339 - 8/1/17 Legal Services - ending 7/31/17	Sinkhole	
		Baker	Viviano Law	\$ 2,225.50	Invoice #19231 - 9/5/17 Legal Services - ending 8/31/17	Sinkhole	
		Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7485-2017 - 10/1/17	Lease payment for George & Lillian Raimondi - October 2017	
Astorino	Omar Malik	\$ 1,950.00	Invoice #7283-2017 - 10/1/17	Lease payment for Tammetrice Smith and Salam Tobiya - October 2017			
Astorino	Michigan CAT	\$ 525.00	Invoice #ER7847696 - 8/25/17	Trystar cable rental - 7/4/17 - 7/31/17			
Astorino	Michigan CAT	\$ 525.00	Invoice #ER7847697 - 8/25/17	Trystar cable rental - 8/1/17 - 8/28/17			
Astorino	Michigan CAT	\$ 3,900.00	Invoice #ER7847752 - 8/25/17	Generator Rental - 7/13/17 - 8/8/17			
Astorino	Michigan CAT	\$ 19,500.00	Invoice #ER7848026 - 8/25/17	Generator Rental - 7/24/17 - 8/20/17			

Macomb Interceptor Drain - 10/16/17

Funding Source	Appropriation	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
15 Mile Sinkhole (Continued)		Astorino	Michigan CAT	\$ 4,530.00	Invoice #ER7876286 - 9/5/17	Generator Rental - 8/22/17 - 9/1/17		
		Bantios	Michigan CAT	\$ 7,800.00	Invoice #ER7847878 - 8/25/17	Generator Rental - Sinkhole		
		Astorino	Michigan Department of Environmental Quality	\$ 40,000.00	Invoice #761-8179018 - 9/18/17	ACO Plan		
		Manning	Bank of New York Mellon	\$ 91,142.64	Debt Service Payment	Meter Pit Rehab/Replacement		
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 907.50	Invoice #0154517 - 8/26/17	Meter Pit Evaluation - Construction Services	\$ 183,360.30	
		Astorino	Martin Control Services	\$ 1,275.00	Engineering Services - ending 8/12/17			
		Astorino	Martin Control Services	\$ 20,620.00	Invoice #10118 - 9/11/17	MID Meter Repair		
		Astorino	Martin Control Services	\$ 20,620.00	Application #10	MID Meter Maintenance		
		NGI	SAW 1406-01 (Closing date 10/2017)	Astorino	\$ 11,443.65	Invoice #0115243 - 9/13/17	Condition Assessment	\$ 263,484.35
				Astorino	\$ 1,622.00	Engineering Services - 7/24/17 - 8/20/17		
		Astorino	\$ 1,016.12	Invoice #WO17000847 - 9/11/17	Monthly maintenance on ARVs #37 & #38			
		Astorino	\$ 522.00	Monthly Electrical - 8/1/17 - 8/29/17	North Gratiot P.S. (CH-S-3)			
		Astorino	\$ 609.00	Invoice #369966 - 9/19/17	SAW Grant Oversight			
		Astorino	\$ 609.00	Engineering Services - ending 9/8/17				
		Astorino	\$ 16,631.99	Invoice #369967 - 9/19/17	SAW Grant Oversight			
		Astorino	\$ 1,240.00	Engineering Services - ending 9/8/17				
		Astorino	\$ 582.42	Invoice #4696 - 8/10/17	Cleanout of HDPE Piping			
		Astorino	\$ 4,331,353.33	Invoice #29870 - 8/31/17	Forcemain cleanout			
		Astorino	\$ 582.42	Monthly Gas - 8/1/17 - 8/31/17	North Gratiot P.S. (CH-S-3)			
OMID		Manning	\$ 4,331,353.33	Invoice #SDS0005285 - 9/1/17	Sewerage Disposal Charges - August 2017			

Total \$ 5,130,697.86

Income Statement
MIDDD
As of September 30, 2017

	30-Jun-17	7-1-17 to 9-30-17
	Total Fund	O&M*
Revenues		13,478,783
Expenditures		23,223,274
Equity	31,041,699	

NOTES

Projected reserve at 6/30/2018 is

* Includes following Projects:

Dec 2016 Sinkhole

9,500,000

Revenue	75,181,735	70,000,000	2017A Bond
Expenditures	54,139,648	5,050,000	State Grant
Net	21,042,087	131,735	Clinton Twp share of AEW invoice

4 SAW Grants

37

Revenue	887,228
Expenditures	1,798,308
Net	(911,080)

Sewage Metering(SRF 5487-01)

Revenue	1,158,091
Expenditures	1,027,404
Net	130,687

Corrosion Control(Project on Hold)

Revenue	
Expenditures	120,024
Net	(120,024)