

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

J&S Company (a.k.a Former Speed E Mart)
505 North Main Street
Milford, Oakland County, Michigan

MDEQ Reference No. AOC-RRD-15-008

SETTLEMENT AGREEMENT
FOR PAYMENT OF COSTS

A. This Settlement Agreement for Payment of Costs (Agreement) is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ) and the Village of Milford Downtown Development Authority (DDA). All terms used in this Agreement, which are defined in Part 3, Definitions, and Part 201 of the Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.301 et seq. and MCL 324.201 et seq. and shall have the same meaning as in this agreement.

B. The MDEQ and the DDA are entering this agreement to facilitate the release of the lien on the property located at 505 North Main Street, Milford, Michigan (Property). A copy of the lien and subsequent partial waiver of lien amount is provided in Attachment A.

C. This Agreement shall apply to and be binding upon the DDA and their successors and assigns. No change or changes in the ownership or corporate status of the DDA shall alter in any way the DDA's obligations under this Agreement. The signatories to this Agreement certify that they are authorized to execute this Agreement and legally bind the parties they represent.

BASED UPON THE FOREGOING, THE MDEQ AND THE DDA HEREBY AGREE TO THE FOLLOWING:

1. The MDEQ will deliver the executed lien release document provided in Attachment B to First American Title Company ("First American"). After closing on the transfer of the Property to the DDA, First American will record the deed to the Property and the lien release document. Within 14 days of the DDA receiving the recorded lien release document from the register of deeds, the DDA will provide a copy of the recorded lien release document to the MDEQ. If the DDA does not close on the transfer of the Property within 30 days of the effective date of this Agreement, the DDA will return the unrecorded lien release document to the MDEQ and this Agreement will become null and void. If the DDA does not close on the transfer of the Property and the lien release documents gets recorded, the DDA will be required to fulfill its payment obligations pursuant to Paragraph 2 of this Agreement. All submittals to the MDEQ pursuant to this Paragraph will be directed to the Case Coordinator listed below.

2. Beginning no later than 3 years after the effective date of this Agreement and annually thereafter for the next 7 years, the DDA shall pay the MDEQ \$18,571.43 (Eighteen thousand and five hundred and seventy one dollars and forty three cents) for a sum total of \$130,000.00 (One hundred and thirty thousand dollars and zero cents). All payments made pursuant to this Agreement shall be by certified check, made payable to the "State of Michigan – Environmental Response Fund," and shall be sent by first class mail to:

Michigan Department of Environmental Quality
Casher's Office
P.O. Box 30657
Lansing, Michigan 48909-8157

Via courier:
Accounting Services Division
Casher's Office for DEQ
1st Floor, Van Wagoner Building
425 W. Ottawa Street
Lansing, Michigan 48933-2125

Each check shall designate that payment is for the J&S Facility, File No. 07-083146-CH, RRD Account Number RRD2256. A copy of the transmittal letter and the check shall be provided simultaneously to the MDEQ Case Coordinator:

Cyndi Mollenhour, Case Coordinator
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O Box 30426
Lansing, Michigan 48909-7926
Phone: 517-284-5133

3. This Agreement shall become effective on the date that the MDEQ signs this Agreement. For the purposes of this Agreement, the term "day" shall mean a calendar day unless otherwise noted.

4. The State and the DDA may execute this Agreement in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

5. This Agreement will automatically terminate upon receipt of the final payment made by the DDA.

IT IS SO AGREED TO BY:



Robert Wagner, Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, Michigan 48909-7926
517-284-5166



Date

IT IS SO AGREED BY:



Ann Barnette, Executive Director
Milford Downtown Development Authority
1100 Atlantic Street
Milford, Michigan 48381
248-684-9719



Date

ATTACHMENT A



141973
 LIBER 32540 PAGE 289
 \$13.00 MISC RECORDING
 \$4.00 REINUMENTATION
 03/19/2004 11:43:17 A.M. RECEIPT# 35356
 PAID RECORDED - OAKLAND COUNTY
 G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

LIEN PLACEMENT

First Party: State of Michigan
 Department of Environmental Quality
 P.O. Box 30426
 Lansing, Michigan 48909-7926

Second Party: J&S Company, Inc.
 c/o Mr. Fariborz Noori, President
 1345 Hollywood Boulevard.
 Monroe, Michigan 48162

G/CSC Ltd.
 c/o Ms. Susan Barnett, President
 3723 Summit Court
 Wixom, Michigan 48393

NOTICE OF CLAIM OF INTEREST IN REAL PROPERTY

Site No.: 631005
 District: SE MI

Notice is hereby given that the State of Michigan, Department of Environmental Quality (DEQ), claims a statutory interest under Section 20138(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, against the following property situated in Milford, Oakland County, Michigan, described as:

All that part of the NE ¼ of Section 10 and that Part of the NW ¼ of Section 11, T2N, R7E, described as:
 Beginning at intersection of North line of East Commerce Road (66 feet wide) with West line of Main Street, 66 feet wide, as now established, (Interior Angle 89 degrees 11 minutes 00 seconds); thence along the North line of East Commerce Road, South 88 degrees 02 minutes 00 seconds West, 150 feet; thence along the West property line (Interior Angle 90 degrees 49 minutes 00 seconds) North 02 degrees 47 minutes 00 seconds West, 150 feet; thence along the North property line (Interior Angle 89 degrees 11 minutes 00 seconds) North 88 degrees 02 minutes 00 seconds East, 146.92 feet; thence along the Westerly line of Milford Road, 66 feet wide, as now established, on a curve to the right (Interior Angle to chord of said curve 93 degrees 39 minutes 55 seconds) radius 622.98 feet, an arc distance of 61.92 feet to the point of intersection with the West line of Main Street; thence along the West line of Main Street (Interior Angle 177 degrees 09 minutes 05 seconds to chord of Milford Road curve) South 2 degrees 47 minutes 00 seconds East, 88.20 feet to the POB. Parcel ID No. 16-10-228-003.

Document Date	Assessment Number	Amount
11/26/2003	11-03-631005-95	\$834,657.16

The above-referenced amount represents the response activity costs incurred by the State of Michigan as of March 1, 2003, at the above-referenced property. The amount of the statutory lien may include additional response activity costs, damage assessment costs, and any and all interest authorized to be recovered under state and federal law. This statutory lien in favor of the State of Michigan, DEQ, Remediation and Redevelopment Division (RRD), exists and

O.K. - AW

Page 2

Assessment No. 11-03-631005-95

continues until the liability for such costs and damages is satisfied or becomes unenforceable through the operation of the statute of limitations as provided for under Section 20140 of the NREPA.

STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENTAL QUALITY

Andrew W. Hogarth

Andrew W. Hogarth, Chief, Remediation and Redevelopment Division

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 19th day of December, 2003 by Andrew W. Hogarth, Chief of the RRD, DEQ, an authorized representative, on behalf of the DEQ.

Linda S. Daniel

Notary Public

Prepared by: Jacqueline Barnett
RRD, DEQ,
P.O. Box 30426
Lansing, Michigan 48909-7926

LINDA S. DANIEL
Notary Public, Ingham Co., MI
My Comm. Expires Jan. 2, 2007

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2009 DEC 21 PM 1:51

LIBER 41716 PAGE 541

220703
LIBER 41716 PAGE 541
\$10.00 MISC RECORDING
\$4.00 REINUMENTATION
12/22/2009 09:56:31 A.M. RECEIPT# 101366

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

PARTIAL WAIVER OF LIEN AMOUNT

First Party: State of Michigan
Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909

Second Party: J&S Company, Inc.
c/o Mr. Farbolz Noori, President
1345 Hollywood Boulevard
Monroe, Michigan 48162

NOTICE OF REDUCTION OF AMOUNT LISTED IN LIEN ON REAL PROPERTY

Site ID No.: 631005
District: SE MI

I hereby certify that pursuant to Section VI, Paragraph 6.4 of a Consent Decree filed in the Circuit Court for Oakland County (File No. 07-083146-CH) entered into on November 25, 2009, between the Department of Environmental Quality (DEQ) and J&S Company, Inc., the DEQ agreed to, and hereby reduces its lien perfected on March 19, 2004 (Assessment No. 11-03-631005-95), recorded in Liber 32540, Page 289 and 290, Oakland County Records. The lien amount is reduced to \$130,000.00.

This is a partial waiver of the amount of the lien only. The lien as placed under the provisions of Section 20138(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.*, on March 19, 2004, remains in its entirety except for this reduction in the amount of the lien (originally \$834,657.16) to \$130,000.00, on property situated in Milford, Oakland County, Michigan, described as:

All that part of the NE 1/4 of Section 10 and that Part of the NW 1/4 of Section 11, T2N, R7E, described as: Beginning at intersection of North line of East Commerce Road (66 feet wide) with West line of Main Street, 66 feet wide, as now established, (Interior Angle 89 degrees 11 minutes 00 seconds); thence along the North line of East Commerce Road, South 88 degrees 02 minutes 00 seconds West, 150 feet; thence along the West property line (Interior Angle 90 degrees 49 minutes 00 seconds) North 02 degrees 47 minutes 00 seconds West, 150 feet; thence along the North property line (Interior Angle 89 degrees 11 minutes 00 seconds) North 88 degrees 02 minutes 00 seconds East, 146.92 feet; thence along the Westerly line of Milford Road, 66 feet wide, as now established, on a curve to the right (Interior Angle to chord of said curve 93 degrees 39 minutes 55 seconds) radius 622.98 feet, an arc distance of 61.92 feet to the point of intersection with the West line of Main Street; thence along the West line of Main Street (Interior Angle 177 degrees 09 minutes 05 seconds to chord of Milford Road curve) South 2 degrees 47 minutes 00 seconds East, 88.20 feet to the POB. Parcel ID No. 16-10-228-003.

#

(P
R

STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENTAL QUALITY

Lynelle Marolf

Lynelle Marolf, Acting Chief, Remediation and Redevelopment Division

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 9th day of December, 2009 by Lynelle Marolf, Acting Chief of the Remediation and Redevelopment Division (RRD), Department of Environmental Quality, an authorized representative on behalf of the department.

Kathleen J. Sruba
KATHLEEN J. SRUBA, Notary Public

Prepared by: Jacquellne Barnett, RRD, DEQ
Return to: P.O. Box 30426
Lansing, Michigan 48909-7926

KATHLEEN J. SRUBA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Sept. 15, 2012
Acting in the County of Ingham

O.K. - L.G.

ATTACHMENT B

LIEN RELEASE

First Party: State of Michigan
Department of Environmental Quality
P.O. Box 30426
Lansing, Michigan 48909-7926

Second Party: J&S Company, Inc.
c/o Mr. Fariborz Noori, President
1345 Hollywood Boulevard.
Monroe, Michigan 48162

G/CSC Ltd.
c/o Ms. Susan Barnett, President
3723 Summit Court
Wixom, Michigan 48393

NOTICE OF RELEASE OF CLAIM OF INTEREST IN REAL PROPERTY

Site ID No. 631005
District: Southeast

I hereby certify that the lien placed under the provisions of Section 20138(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.*, for which the assessments listed below were issued, is released from the property situated in the City of Milford, Oakland County, Michigan, described as:

All that part of the NE ¼ of Section 10 and that Part of the NW ¼ of Section 11, T2N, R7E, described as: Beginning at intersection of North line of East Commerce Road (66 feet wide) with West line of Main Street, 66 feet wide, as now established, (Interior Angle 89 degrees 11 minutes 00 seconds); thence along the North line of East Commerce Road, South 88 degrees 02 minutes 00 seconds West, 150 feet; thence along the West property line (Interior Angle 90 degrees 49 minutes 00 seconds) North 02 degrees 47 minutes 00 seconds West, 150 feet; thence along the North property line (Interior Angle 89 degrees 11 minutes 00 seconds) North 88 degrees 02 minutes 00 seconds East, 146.92 feet; thence along the Westerly line of Milford Road, 66 feet wide, as now established, on a curve to the right (Interior Angle to chord of said curve 93 degrees 39 minutes 55 seconds) radius 622.98 feet, an arc distance of 61.92 feet to the point of intersection with the West line of Main Street; thence along the West line of Main Street (Interior Angle 177 degrees 09 minutes 05 seconds to chord of Milford Road curve) South 2 degrees 47 minutes 00 seconds East, 88.20 feet to the POB. Parcel ID No. 16-10-228-003.

Document	Assessment Number	Amount
#141973, recorded at Liber 32540; Page 289, Oakland County Register of Deeds	11-03-631005-95	\$834,657.16 (amount subsequently reduced by #220703, recorded at Liber 41716; Page 541)
#220703, recorded at Liber 41716; Page 541, Oakland County Register of Deeds	N/A	\$130,000.00

STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENTAL QUALITY

Robert Wagner, Chief, Remediation and Redevelopment Division

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged and executed before me this _____ day of _____, _____ by Robert Wagner, Chief, Remediation and Redevelopment Division, Department of Environmental Quality (DEQ).

Notary Public

Prepared by: Darren C. Bowling, RRD, DEQ
P.O. Box 30426
Lansing, Michigan 48909-7926