

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 6<sup>TH</sup> JUDICIAL CIRCUIT  
OAKLAND COUNTY

SUNDUS SAFFAR,

Plaintiff,

v

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY; UNITED  
STATES DEPARTMENT OF TREASURY,  
INTERNAL REVENUE SERVICE;  
CHEMICAL BANK F/K/A PEOPLES STATE  
BANK; BARBARA MAHNCKE DRIVER AND  
CHEMICAL BANK F/K/A TALMER BANK &  
TRUST,

Defendants.

No. 2017-160006-CH

HON. HALA JARBOU

STIPULATION AND ORDER  
TO DISMISS AS TO  
DEFENDANT MICHIGAN  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

Crystal N. Hopkins (P70792)  
Attorney for Plaintiff  
P.O. Box 2141  
Royal Oak, MI 48068  
(248) 669-7400

Andrew T. Prins (P70157)  
Assistant Attorney General  
Environment, Natural Resources,  
and Agriculture Division  
Attorney for Defendant MDEQ  
P.O. Box 30755  
Lansing, MI 48909  
(517) 373-7540  
Email: prins@Michigan.gov

STIPULATION

Plaintiff Sundus Saffar and Defendant Michigan Department of  
Environmental Quality (MDEQ), by and through counsel, hereby stipulate and  
agree that:

1. Plaintiff and MDEQ have entered into the attached Settlement  
Agreement. See Exhibit 1.

2. Subject to the terms and conditions set forth in the attached Settlement Agreement, Plaintiff agrees to dismiss with prejudice its claims solely against MDEQ.
3. Plaintiff and MDEQ shall each be responsible for their own respective costs and attorney fees.

/s/ Crystal N. Hopkins (with permission)  
Crystal N. Hopkins (P70792)  
Attorney for Plaintiff

Dated: March 16, 2018

/s/ Andrew T. Prins  
Andrew T. Prins (P70157)  
Attorney for Defendant MDEQ

Dated: March 16, 2018

ORDER

At a session of said Court, held in the City of Pontiac,  
County of Oakland, State of Michigan, on the 16th  
day of March, 2018.

PRESENT: HONORABLE HALA JARBOU  
Circuit Court Judge

The Court having read the parties' stipulation and based upon the agreement of the parties as set forth in the stipulation and the attached Settlement Agreement, it is hereby ordered that Plaintiff Sundus Saffar's claims against Defendant Michigan Department of Environmental Quality in this action are dismissed with prejudice and without costs or attorney fees to any party.

This Order does not resolve the last pending claim or close this case. Trial remains set for 6/18/2018.

/s/ Hala Jarbou  
\_\_\_\_\_  
HON. HALA JARBOU SA  
Circuit Court Judge

Dated: March 16th, 2018

LF: Saffar, Sundus (MDEQ); AG# 2017-0199132-A/Stipulated Order - Dismiss MDEQ 2018-03-18

FILED Received for Filing Oakland County Clerk 3/16/2018 1:17 PM

# Exhibit 1

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 6TH JUDICIAL CIRCUIT  
OAKLAND COUNTY

SUNDUS SAFFAR,

Plaintiff,

No. 2017-160006-CH

v

HON. HALA JARBOU

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY; UNITED  
STATES DEPARTMENT OF TREASURY,  
INTERNAL REVENUE SERVICE;  
CHEMICAL BANK F/K/A PEOPLES STATE  
BANK; BARBARA MAHNCKE DRIVER AND  
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Attorney for Defendant MDEQ  
P.O. Box 30755  
Lansing, MI 48909  
(517) 373-7540  
Email: prins@Michigan.gov

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement), by and between Sundus Saffar (Plaintiff), and the Michigan Department of Environmental Quality (MDEQ), a Defendant, in the above-entitled action, agree that it is in their best interest to compromise and settle their disputes from the above-entitled action, and in consideration of the following rights and obligations, agree:

1. Plaintiff shall make payment of Two Thousand and no/100 (\$2,000.00) Dollars to MDEQ within seven (7) days of execution of this Agreement;
2. Plaintiff shall dismiss all claims against MDEQ in the above-entitled action with prejudice by stipulation within seven (7) days of execution of this Agreement and a copy of the executed Agreement shall be attached to the stipulation filed with the court;
3. Upon sale of the Property (the "Property" is legally described in the lien attached as Attachment A and recorded at Liber 30996, Page 491, Oakland County Records), the closing agent shall deposit 5 percent (5%) of the sale price or Five Thousand and no/100 (\$5,000.00) Dollars, whichever is greater (the Funds), into escrow;
4. The Plaintiff shall provide notice to MDEQ that the Property is being sold and shall document the sale price by providing signed purchase/sale agreement document(s) to MDEQ that clearly documents the sale price of the Property within seven (7) days of the signing of the purchase/sale agreement document(s);
5. The escrow agent shall provide notice to MDEQ that the Funds have been deposited into the escrow account;
6. MDEQ shall provide the lien release to the escrow agent after receipt of the notice described in Paragraph 5;

7. Once the lien release is received by the escrow agent, the escrow agent shall send the Funds to MDEQ and the escrow agent shall provide the release of lien to Plaintiff to be recorded;
8. The Plaintiff and MDEQ agree to develop and execute an escrow agreement that clearly outlines the expected actions of the escrow agent;
9. The Plaintiff agrees to compensate the escrow agent for any expenses associated with expected duties outlined above;
10. Plaintiff waives all claims against MDEQ related to MDEQ's recording of the lien attached as Attachment A;
11. All payments made pursuant to this Agreement shall be by check, made payable to the "State of Michigan - Environmental Response Fund," and shall be sent by first class mail or courier to:

Via first class mail:

Accounting Services Division  
Cashier's Office for MDEQ  
PO Box 30657  
Lansing, MI 48909-8157

Via courier:

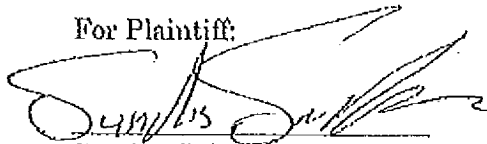
Accounting Services Division  
Cashier's Office for MDEQ  
425 West Ottawa Street  
Lansing, MI 48933-2125

To ensure proper credit, all payments made pursuant to this Agreement shall include the case name *Sundus Saffar v MDEQ*, and RRD Account Number RRD50099 on each check.

12. The Agreement shall be considered "executed" upon signature of both parties;
13. The terms of this Agreement shall survive MDEQ's dismissal from the above-referenced action pursuant to Paragraph 2;
14. The terms of this compromise and settlement agreement bind the parties to this Agreement; and
15. This Agreement may be signed in counterparts, each of which when so signed and delivered shall be deemed an original, and such counterparts shall constitute one and the same instrument.

IT IS AGREED:

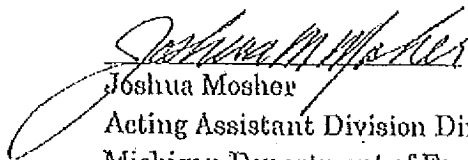
For Plaintiff:



Sundus Saffar  
25490 Dogwood Lane  
Novi, MI 48374

2.28.2018  
Date

For MDEQ:



Joshua Mosher  
Acting Assistant Division Director  
Michigan Department of Environmental Quality  
Remediation and Redevelopment Division  
Constitution Hall, 5<sup>th</sup> Floor  
525 W. Allegan Street  
PO Box 30426  
Lansing, MI 48909

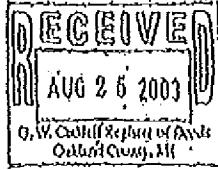
3/9/18  
Date

LE: Saffar, Sundus (MDEQ); AG# 2017-0109132-A/Settlement Agreement - 2018-02-14



Attachment A

188 309960491



1501432  
CLERK 309960491  
11000 HISS RECORDING  
11000 RECORDING  
107000000 0119100 P.M. RECEIPT 0710  
1610 - RECORDING - OAKLAND COUNTY  
WILLIAM GAGGELL, CLERK/REGISTER OF DEEDS

LIN PLACEMENT

First Party: State of Michigan  
Department of Environmental Quality  
P.O. Box 30420  
Lansing, Michigan 48808-7920

Second Party: Mr. Kim Mohacko  
Cedar Creek Landscaping  
7066 Cooley Lake Road  
West Bloomfield, Michigan 48324

Sho No. 03000003  
District: SE MI

NOTICE OF CLAIM OF INTEREST IN REAL PROPERTY

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, 1984 PA 451, as amended (NREPA), MCL 321.20101 et seq., against the following property situated in the West Bloomfield Township, Oakland County, Michigan, described as:

Lots 371 to 374 inclusive and the West 60 foot of Lots 375 to 378 inclusive, Dewey Beach Subdivision (as recorded in Liber 10, Page 08 of Plate), Oakland County Records, Tax ID No. 16-09-220-033.

100.38

Document Date	Assessment Number	Amount
07/01/2003	03-03-03000893-00	\$330,300.02

The above-referenced amount represents the response liability costs incurred by the State of Michigan as of April 12, 2003, at the above-referenced property. The amount of the statutory lien may include additional response liability 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 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, DEQ, AW

STATE OF MICHIGAN, COUNTY OF INGHAM

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

*W.P.*  
Prepared by: Jacqueline Brinell, RRD, DEQ,  
P.O. Box 30420, Lansing, Michigan 48808-7920

Notary Public

CHRISTY A. DANIEL  
Notary Public, Ingham Co., MI  
My Comm. Expires Jan. 2, 2007