

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:
Spruce St Vicksburg Lien

EGLE Reference No. AOC-RRD-19-001

ADMINISTRATIVE AGREEMENT BY CONSENT
FOR LIEN RELEASE

A. This Administrative Agreement by Consent (Agreement) is entered into voluntarily by and between the Michigan Department of Environment, Great Lakes, and Energy (EGLE) who's address is 525 W. Allegan St., Lansing, MI 48933 and:

Kathleen S. Trahan
107 Jane Street
Chauvin, La 70344

Nancy L. Fuller
17118 Scramble Court
Sugarland, Texas 77498

Judith L. Thompson
111 Jane Street
Chauvin, La 70344

William R. Grosser
8032 Howard Street
Portage, MI 49024

jointly referred to as "the Owners". The Agreement concerns the release of a certain lien (Lien), as found in Attachment 1, recorded on a property, located at 528 North Spruce Street, Vicksburg, Michigan (Property). The Lien was recorded on the Property on August 13, 1993 in Liber 1661, Page 0021, under the provisions of Section 16a(4) of the Michigan Environmental Response Act, 1982 PA 307, as amended, now known as Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The Property is legally described in the Lien as:

PARCEL NO. 1: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, described as: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly known as Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street, 338.75 feet to the Place of Beginning; thence continuing North along said East street line, 100 feet to the Southerly right-of-way line of the Grand Trunk and Western Railroad; thence North 41'-12" East along said railroad right-of-way line 400 feet; thence South parallel with the East line of Spruce Street 100 feet; thence South 41'-12" West 400 feet to the Place of Beginning. PARCEL NO. 2: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, more particularly described as follows: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street 338.75 feet to the Place of Beginning; thence North 41'-12" East parallel with the Grand Trunk Railroad 400 feet; thence North 100 feet parallel with Spruce Street to the Southerly right-of-way line of said railroad; thence North 41'-12" East 15.14 feet along the Southerly right-of-way line of said railroad; thence South 411.64 feet parallel with Spruce Street; thence West 274.26 feet to the Place of Beginning. Subject to easements, conditions, limitations and restrictions of record.

B. This Agreement shall apply to and be binding upon the Owners and the EGLE and their successors and assigns. No change in legal status shall in any way alter the Parties' respective responsibilities under this Agreement. The signatories to this Agreement certify that they are authorized to legally execute this Agreement.

The EGLE and the Owners hereby agree to the following:

1. Prior to the sale or other conveyance of any portion of the Property (Closing), the Owners shall propose the selection of a third party escrow agent (Agent).
 - (a) The Owners and proposed Agent shall complete the attached Escrow Agreement & Instructions (Escrow Agreement) as found in Attachment 2 and deliver a copy to the EGLE Representative.
 - (b) The EGLE shall review the Escrow Agreement. If the Escrow Agreement and the Agent are approved by the EGLE, the EGLE Representative shall sign and return the Escrow Agreement to the Owners and Agent within 14 calendar days.
 - (c) Modifications to the Escrow Agreement may be made by mutual agreement of the EGLE Representative and Owners Representative (as identified in the Escrow Agreement). Modification may be made by either both parties signing a modified and printed Escrow Agreement or by striking out and/or adding language, modifications of this type shall be initialed and dated by the EGLE Representative and the Owners Representative in order to be valid.
 - (d) The Owners, buyers, EGLE and approved Agent shall follow the terms and conditions as identified in the signed Escrow Agreement.
2. The Owners have the option of having the Lien released prior to the Closing. To do so, the Owners shall contact the EGLE Representative to arrange for the payment of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (Payment). The services of an escrow agent are not required if the Owners elect to exercise this option.
 - a. All Payments made to the EGLE shall be by certified check, made payable to the "State of Michigan – Environmental Response Fund," and shall be sent by US Mail or courier to:

Via first class mail:
Accounting Services Division
Cashier's Office for EGLE
PO Box 30657
Lansing, MI 48909-8157

Via courier:
Accounting Services Division
Cashier's Office for EGLE
425 West Ottawa Street
Lansing, MI 48933-2125

To ensure proper credit, all Payments made pursuant to this Agreement shall reference the Spruce St Vicksburg Lien, and the Remediation and Redevelopment Division Account No. RRD50117 on the certified check.

- b. Upon receipt of confirmation that the Cashier's Office has received the indicated Payment, the EGLE will cause the Lien Release to be recorded.
 - c. The Lien Release directs that the Lien Release will be returned to the EGLE following recording. The EGLE will deliver a copy of the recorded Lien Release to the Owner's Representative upon receipt of the recorded Lien Release.
- 3. The EGLE contact for this Agreement is:

Paul Johnson, Property Specialist
Compliance and Enforcement Section
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30426
Lansing, MI 48909-7926

Telephone No.: 517-284-5067
Email: JOHNSONP1@MICHIGAN.GOV

The EGLE Representative is subject to change, call the EGLE's Compliance and Enforcement Section's main number at 517-284-5097 or the Remediation and Redevelopment Division main number at 517-284-5087 for assistance.
- 4. Costs reimbursed to the EGLE pursuant to this Agreement shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.
- 5. This Agreement shall become effective upon the date the last signatory signs this Agreement.
- 6. This Agreement shall automatically expire upon delivery of the recorded Lien Release to the Owners Representative or one year following the date upon which this Agreement became effective, whichever occurs first. This Agreement may also be extended or terminated by mutual agreement of all parties.

EGLE Reference No. AOC-RRD-19-001

IT IS SO AGREED BY:

~~Michigan Department of Environment, Great Lakes, and Energy~~

EGLE-RRD
signature on next
page

~~Susan Leeming, Director~~

~~Date~~

~~Remediation and Redevelopment Division~~

Owner

Kathleen S. Trahan

Kathleen S. Trahan
107 Jane Street
Chauvin, La 70344

11-14-2020
Date

Owner

Judith L. Thompson

Judith L. Thompson
111 Jane Street
Chauvin, La 70344

11-14-20
Date

Owner

Nancy L. Fuller

Nancy L. Fuller
17118 Scramble Court
Sugarland, Texas 77498

11-04-2020
Date

Owner

William R. Grosser

William R. Grosser
8032 Howard Street
Portage, MI 49024

11-12-20
Date

IT IS SO AGREED BY:

A handwritten signature in black ink, appearing to read "Mike Neller", written over a horizontal line.

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy

12/18/2020

Date

Attachment 1
EGLE's Lien

7-7078

LIEN PLACEMENT

First Party: STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
PO Box 30426
Lansing, Michigan 48909

STATE OF MICHIGAN
COUNTY OF KALAMAZOO
RECEIVED FOR RECORD

Prepared by:
Jacqueline Barnett
DNR-Env. Response Div.
P.O. Box 30426
Lansing, Michigan 48909

Second Party: Ms. Nellie Grosser
% Mr. David Grosser
Grosser Steel Products
528 North Spruce Street
Vicksburg, Michigan 49097

93 AUG 13 AM 9 25

Site No.: 390062
District: Plainwell

LIBER 1661 PG0021

NOTICE OF CLAIM OF INTEREST IN REAL PROPERTY

Notice is hereby given that the State of Michigan claims an interest by reason of assessment(s) listed below, issued by the Michigan Department of Natural Resources under Section 16a(4) of the Michigan Environmental Response Act (MERA), 1982 PA 307, as amended, MCL 299.601 et seq, for costs incurred after 07/01/91 by the State for response activities which increase the market value of the property situated in the village of Vicksburg, County of Kalamazoo, Michigan and described as follows, to-wit:

29842

PARCEL NO. 1: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, described as: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly known as Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street, 338.75 feet to the Place of Beginning; thence continuing North along said East street line, 100 feet to the Southerly right-of-way line of the Grand Trunk and Western Railroad; thence North 41'-12' East along said railroad right-of-way line 400 feet; thence South parallel with the East line of Spruce Street 100 feet; thence South 41'-12' West 400 feet to the Place of Beginning. PARCEL NO. 2: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, more particularly described as follows: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street 338.75 feet to the Place of Beginning; thence North 41'-12' East parallel with the Grand Trunk Railroad 400 feet; thence North 100 feet parallel with Spruce Street to the Southerly right-of-way line of said railroad; thence North 41'-12' East 15.14 feet along the Southerly right-of-way line of said railroad; thence South 411.64 feet parallel with Spruce Street; thence West 274.26 feet to the Place of Beginning. Subject to easements, conditions, limitations and restrictions of record.

Document Date	Assessment Number	Amount
07/21/93	7-93-390062-14	\$81,400.05

Therefore, pursuant to the MERA, the above listed amount, which is an estimate of the State's costs, is a lawful claim against the real property, in favor of the State of Michigan, Department of Natural Resources, Environmental Response Division, upon the above described property situated in Kalamazoo County, State of Michigan. The amount of reimbursement may be more than the estimate, and will be based upon actual costs, including any and all interest as authorized to be recovered under state and federal law, calculated at the time of reimbursement. The lien claimed hereunder has priority over all other liens or encumbrances that are or have been recorded upon the property.

STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES

Mary Beth Thelen
Witness Mary Beth Thelen

Roland Harnes
Roland Harnes, Director
Michigan Department of Natural Resources

Karen Scott
Witness Karen Scott

Joan E. Saub
Notary Public Ingham County, Michigan
Clinton County, Acting in Ingham County

STATE OF MICHIGAN
COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 2nd day of August, 19 93
My Commission expires 2/22/95.

JOAN E. SAUB, NOTARY PUBLIC
CLINTON COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES 02-22-95

Attachment 2
ESCROW AGREEMENT & INSTRUCTIONS

ESCROW AGREEMENT & INSTRUCTIONS

Escrow Agent

(Agent): _____ Name
_____ Company
_____ Address
_____ Address
_____ Phone number
_____ Email address

Owners: **Kathleen S. Trahan, Judith L. Thompson, Nancy L. Fuller, and William R. Grosser**

Owners Representative: (To be completed by the Owners)

_____ Name
_____ Address
_____ Address
_____ Phone number
_____ Email address

This individual will represent all of the owners in the exercising of this agreement.

Buyer: _____

Lienholder: **State of Michigan, Department of Environment, Great Lakes, and Energy
(hereinafter referred to either as the EGLE or Lienholder)**

EGLE Representative is (to be completed by the EGLE)

Property: **528 North Spruce Street, Vicksburg, Michigan 49097**

Anticipated Closing Date: _____

The undersigned hereby recite, acknowledge, agree, and jointly instruct as follows:

- (1) The Owners and EGLE executed an Administrative Agreement by Consent for Lien Release (Agreement) effective _____, regarding a lien placed by the EGLE against the Property and recorded August 13, 1993 at Liber 1661, Page 0021 of the Kalamazoo County Records (the "Lien"). This Escrow Agreement & Instructions (Escrow Agreement) is intended to fulfill the provisions of the Agreement.
- (2) Owner and Buyer are intending to consummate the transfer of the Property on the Closing Date. The Agent hereby undertakes to act as an independent, neutral, third party "Escrow Agent" for purposes of, and as that term is used within, the Escrow Agreement. Compensation for this service is the responsibility of the Owner, the EGLE is not responsible for providing compensation for any services that it receives under this Escrow Agreement.

(3) The EGLE will deliver this signed Escrow Agreement to the Agent along with a signed original Lien Release. The Escrow Agent will not release the signed Lien Release to any party unless specifically authorized by the terms and conditions of this Escrow Agreement.

(4) At Closing, Agent will:

- a. Collect FIFTEEN THOUSAND DOLLARS (\$15,000.00) (Payment), plus the amount required to record the Lien Release, from Owner's proceeds;
- b. Mail by Registered US Mail a check for the collected Payment to the EGLE consistent with the Payment instructions below;
 - i. All Payments made to the EGLE pursuant to this Agreement shall be by certified check, made payable to the "State of Michigan – Environmental Response Fund," and shall be sent by US Mail or via courier to:

By US Mail:

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

By courier:

Accounting Services Center
Cashier's Office for the Michigan Department of Environment, Great Lakes,
and Energy
425 W. Ottawa Street
Lansing, MI 48933-2125

To ensure proper credit, all payments made pursuant to this Agreement shall reference the Spruce St Vicksburg Lien, and the Remediation and Redevelopment Division Account No. RRD50117 on the certified check.

- c. Notify the EGLE Representative that the payment has been mailed or is/will be delivered via courier.

(5) Once the EGLE Representative confirms the receipt of the Payment, they shall notify the Escrow Agent that the Payment has been received and that the signed Lien Release may be released and recorded at the Kalamazoo County Register of Deeds Office.

(6) The Lien Release directs that the Lien Release will be returned to the EGLE following recording. The EGLE will deliver a copy of the recorded Lien Release to the Agent upon receipt of the recorded Lien Release.

(7) A notice or other communication under this Escrow Agreement will be deemed to have been received as follows:

- a. If delivered by email, when the recipient, by an email sent to the email address for the sender acknowledges having received that email. An automatic 'read receipt' does not constitute acknowledgement of an email.
- b. If delivered by Certified or Registered US Mail, when the recipient signs for the package.

- (8) These instructions may be modified only by joint or identical written instructions signed by the Owner, Buyer, and the EGLE and provided to the Escrow Agent.
- (9) These instructions are conditioned upon the completion of the Closing within 90 days of the date of the EGLE's signature on this agreement. If the Closing is not completed within 90 days of said date, the EGLE may immediately withdraw from this Escrow Agreement by providing notice to all parties of this agreement.
- (10) In the event that the EGLE withdraws from this Escrow Agreement, the Escrow Agent shall write "Void" on the Lien Release and deliver the voided document to the EGLE Representative.

Signed and agreed:

For Owners

Signature _____
Print Name _____ Date _____

For EGLE Representative

Signature _____
Print Name _____ Date _____

For Buyer

Signature _____
Print Name _____ Date _____

Signature _____
Print Name _____ Date _____

For Escrow Agent

Signature _____
Print Name _____ Date _____

Signature _____
Print Name _____ Date _____

Signature _____
Print Name _____ Date _____

Attachment 3
EXAMPLE LIEN RELEASE

LIEN RELEASE

First Party: State of Michigan
Department of Environment,
Great Lakes, and Energy
Lansing, Michigan 48909-7926

Second Party: Ms. Nellie Grosser
& Mr. David Grosser
P/O. Bos 30426
Grosser Steel Products
528 North Spruce Street
Vicksburg, Michigan 49097

Site ID No. 390062

NOTICE OF RELEASE OF CLAIM OF INTEREST IN REAL PROPERTY

District: Plainwell

I hereby certify that the lien placed under the provisions of Section 16a(4) of the Michigan Environmental Response Act, 1982 PA 307, as amended, now known as Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.*, is released from the property situated in the Village of Vicksburg, County of Kalamazoo, State of Michigan, described as:

PARCEL NO. 1: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, described as: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly known as Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street, 338.75 feet to the Place of Beginning; thence continuing North along said East street line, 100 feet to the Southerly right-of-way line of the Grand Trunk and Western Railroad; thence North 41°-12' East along said railroad right-of-way line 400 feet; thence South parallel with the East line of Spruce Street 100 feet; thence South 41°-12' West 400 feet to the Place of Beginning. PARCEL NO. 2: That part of the Northwest quarter of Section 18, Town 4 South, Range 10 West, more particularly described as follows: Commencing at the Northwest corner of Lot 40 of "Wolverton's Revised Addition to the Village of Vicksburg" (formerly Brady) recorded in Liber 2 of Plats on Page 20, Kalamazoo County Records; thence North along the East line of Spruce Street 338.75 feet to the Place of Beginning; thence North 41°-12' East parallel with the Grand Trunk Railroad 400 feet; thence North 100 feet parallel with Spruce Street to the Southerly right-of-way line of said railroad; thence North 41°-12' East 15.14 feet along the Southerly right-of-way line of said railroad; thence South 411.64 feet parallel with Spruce Street; thence West 274.26 feet to the Place of Beginning. Subject to easements, conditions, limitations and restrictions of record.

Document Date	Assessment Number	Amount
[07/21/1993]	7-93-390062-14	\$81,400.05

Recorded in Liber 1661; Page 0021; Filing Date August 13, 1993; Place of Filing: Kalamazoo County Register of Deeds.

STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT
LAKES, AND ENERGY

[NAME], Assistant Director, Remediation and Redevelopment Division

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged and executed before me this _____ day of _____, _____ by [NAME], Assistant Director, Remediation and Redevelopment Division, Department of Environment, Great Lakes, and Energy (EGLE).

Notary Public

Prepared by and after recording return to:
[NAME], RRD, EGLE
P.O. Box 30426
Lansing, Michigan 48909-7926