

WHITE LAKE TOWNSHIP TOWNSHIP BOARD

REPORT OF THE COMMUNITY DEVELOPMENT DEPARTMENT

TO: Township Board

FROM: Justin Quagliata, Staff Planner

DATE: July 15, 2022

RE: Performance Guarantee Agreement – Carter’s Plumbing

CAMQ Properties LLC (CAMQ) owns the property addressed as 10431 Highland Road, and the building and site are proposed to be occupied by Carter’s Plumbing. In April 2022 the Township was made aware of unpermitted construction activity within the building. The Building Official, after a site visit, required Carter’s Plumbing to apply for the necessary permits for such work. On June 9, 2022 the Director of Public Services witnessed excavation of the ground and the installation of a stormwater system. Such improvements were being made without site plan review and approval by the Township, and without the proper agency permits. Piping, structures, and other elements of the drain system were ordered removed. The site is a registered contaminated facility and a Declaration of Restrictive Covenant (DRC) for a Restricted Non-Residential Corrective Action relating to the property is in effect. Enforcement of the DRC is completed by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Any change of use/new occupancy must be reviewed and approved by the Township. Completion of required site improvements – including, but not limited to, parking lot paving, utilities, exterior lighting, landscaping, sidewalks, and fencing – is a requirement for a Certificate of Occupancy. Carter’s Plumbing is requesting Township Board approval to occupy the building and site prior to the completion of the following:

- Submission of an engineered site plan for the parking lot which includes the layout, design and construction including paving, stormwater drainage, wetlands protection, landscaping and screening and fencing (subject to approval by the Township and concurrence by the Michigan Department of Environment, Great Lakes, and Energy per applicable law).
- Connection to the municipal sanitary sewer system.
- Compliance with the Township’s code of ordinances and zoning ordinances, the DRC, and other applicable laws.

Carter's Plumbing is also proposing the temporary placement of gravel (see attached gravel plan) to serve as a parking area on the west side of the building. The gravel plan does not meet the requirements of the zoning ordinance to even be reviewed by the Township. Additionally, the zoning ordinance requires the entire parking area, including parking spaces and maneuvering lanes, to be provided with asphalt or concrete surfacing; gravel parking lots are prohibited. In the short-term, filling the trench dug on the property with the removed soils, disposing of the stockpiled broken pavement at a landfill, and covering the site in gravel is acceptable to EGLE. The long-term solution is repaving with asphalt in a manner that would encapsulate the contamination/prevent it from migrating and manage stormwater. When a site plan is submitted, the Township Engineering Consultant will have to consider whether managing parking lot runoff by sheet flow rather than subgrade stormwater structures is appropriate given the requirements of the DRC. However, the proposed improvements must be completed in compliance with Township ordinances and other applicable requirements, including the Oakland County stormwater engineering design standards. Although there are restrictions associated with the former underground storage tank regulated by EGLE, those restrictions do not eliminate the need for compliance with requirements from any other entities, nor does the DRC supersede any other entities' authority, regardless of level. EGLE's concurrence with the proposed gravel plan and related activities is not a substitute for compliance with other requirements.

In order to occupy the building and site prior to the completion of required site improvements, Carter's Plumbing is requesting Township Board approval of a Performance Guarantee Agreement (attached). As outlined in the Agreement, a \$100,000 guarantee would be deposited with the Township to ensure completion of the improvements. The Agreement was prepared by the Petitioner's legal counsel, and reviewed by the Township Attorney and staff. **If the Township Board approves the Agreement, as a condition the Board must also prescribe the period of time within which the improvements must be completed. Exhibit C will also need to be updated with a clean certificate of insurance (photo of the certificate is unacceptable).**

Attachments

1. Declaration of Restrictive Covenant for a Restricted Non-Residential Corrective Action (State I.D.# RC-RRD-213-10-042).
2. Site photos taken on June 9, 2022.
3. Performance Guarantee Agreement.

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2015 AUG 18 PM 2:20

166901
LIBER 48510 PAGE 245
\$46.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/18/2015 02:25:28 P.M. RECEIPT# 98494
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NON-RESIDENTIAL CORRECTIVE ACTION**

MDEQ Reference No: RC-RRD-213-10-042

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Oakland County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 10431 Highland Road, Charter Township of White Lake, Oakland County, Michigan and legally described in the attached Exhibit 2 (Legal Description of the Property). Exhibit 3 (Survey of Property) provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with the Former Oscar W. Larson Company Property (Facility ID Number 00013183 for which a Closure Report (CR) was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the CR dated August 19, 2015. A copy of the CR is available from the Michigan Department of Environmental Quality (MDEQ), Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The MDEQ recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the Oakland County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; and 3) assure the exposure control measures relied upon in the CR are effective.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by the Oscar W. Larson Company. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the CR; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the CR; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the CR may not have been reviewed by the MDEQ.

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Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then-current title holder of all or any portion of the Property.

"Property" means the real property as described in Exhibit 2 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

Summary of Environmental Conditions and Corrective Action.

Hazardous substances including benzene, toluene, ethyl benzene, xylenes, naphthalene and trimethylbenzenes were released from an underground storage tank system resulting in contamination of the Property. Soil and groundwater contamination remain present at levels that do not allow for an unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater in excess of the nonresidential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion and irrigation.

Residual (or mobile) Light Nonaqueous-Phase Liquid (LNAPL), including gasoline were properly characterized using a Conceptual Site Model in accordance with American Society for Testing and Materials (ASTM) designation E 2531-06 E1, and will remain in place. The LNAPL exists below the ground surface at a depth of 1.5 to 4 feet. The location of the LNAPL in the attached Exhibit 3 (Survey of the Property and Limits of Land or Resource Use Restrictions) describes and provides the location of the institutional control and the horizontal and vertical extent of the LNAPL is shown in Exhibit 3-1. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 21304a(2) of the NREPA.

NOW THEREFORE,

1. Declaration of Land or Resource Use Restrictions.

The Oscar W. Larson Company, with the express written permission of the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. **Prohibited Land Uses:** The Owner shall prohibit all uses of the Property as described in Exhibit 3 (Survey of Property and Limits of Land or Resource Use Restrictions) that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 4 (Description of Allowable Uses). At the time of recording of this Restrictive Covenant, the Charter Township zoning code designation allowed for the following residential uses that are not compatible with the nonresidential cleanup criteria and are therefore prohibited by this Restrictive Covenant (Special Land Uses - Nursery School, Group Adult and Child Care Centers). Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.
- b. **Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances.** The Owner shall prohibit activities on the Property that may result in exposures above levels established in the CR. These prohibited activities include
 - 1) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 - a) Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 - b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
 - 2) The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any hazardous substance to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.
- c. **Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action.** The Owner shall prohibit activities on the Property that may interfere with any element of the CR, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the CR.

2. **Contaminated Soil Management.** The Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. **Access.** The Owner grants to the MDEQ and the Oscar W. Larson Company, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the CR, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the CR. The right of access provided to the Oscar W. Larson Company above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, The MDEQ will not enforce the Owner's obligation to provide access to Oscar W. Larson Company.

4. **Conveyance of Property Interest.** A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the CR, and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. **Audits Pursuant to Section 21315 of the NREPA.** This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by the MDEQ that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. **Term of Restrictive Covenant.** This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. **Enforcement of Restrictive Covenant.** The State of Michigan, through the MDEQ, and the Oscar W. Larson Company may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

8. **Severability.** If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner Amcomm Telecommunications, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, the Oscar W. Larson Company has caused this Restrictive Covenant, RC-RRD-213-10-042, to be executed on this 17th day of August, 2015.

Oscar W. Larson Company

By: James C. Lintol
Signature

Name: James C. Lintol
Print or Type Name

Its: EVP
Title

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this date, August 17, 2015 by Mr. James Lintol, EVP of the Oscar W. Larson Company, a corporation within the State of Michigan, on behalf of the corporation.

Stacy Anne Roberts
Notary Public Signature
STACY ANNE ROBERTS Printed Name

STACY ANNE ROBERTS
Notary Public, Oakland County, Michigan
My Commission Expires Oct. 12, 2016

Prepared by:
Jerome Meyer - Senior Project Scientist - Innovative Environmental Solutions, Inc.


When recorded return to:
Jerome Meyer - Innovative Environmental Solutions, Inc. - 510 Brighton Rd, Howell, MI 48843

EXHIBIT 1

CONSENT OF OWNER

I, John Ramonaitis, Member of High-Five Investments, LLC, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant, **RC-RRD-213-10-042**, and authorize the Oscar W. Larson Company to file the Restrictive Covenant with the Oakland County Register of Deeds for recording.

High-Five Investments, LLC

By: 
Signature
Name: John Ramonaitis
Print or Type Name
Its: Vice President
Title

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this date, August 17, 2015 by Mr. John Ramonaitis VP of High-Five Investments, LLC, a Limited Liability Corporation within the State of Michigan, on behalf of the corporation.

JESSICA PAYNTER
Notary Public - Michigan
Oakland County
My Commission Expires Apr 5, 2018
Acting in the County of Oakland

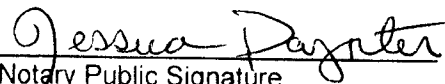
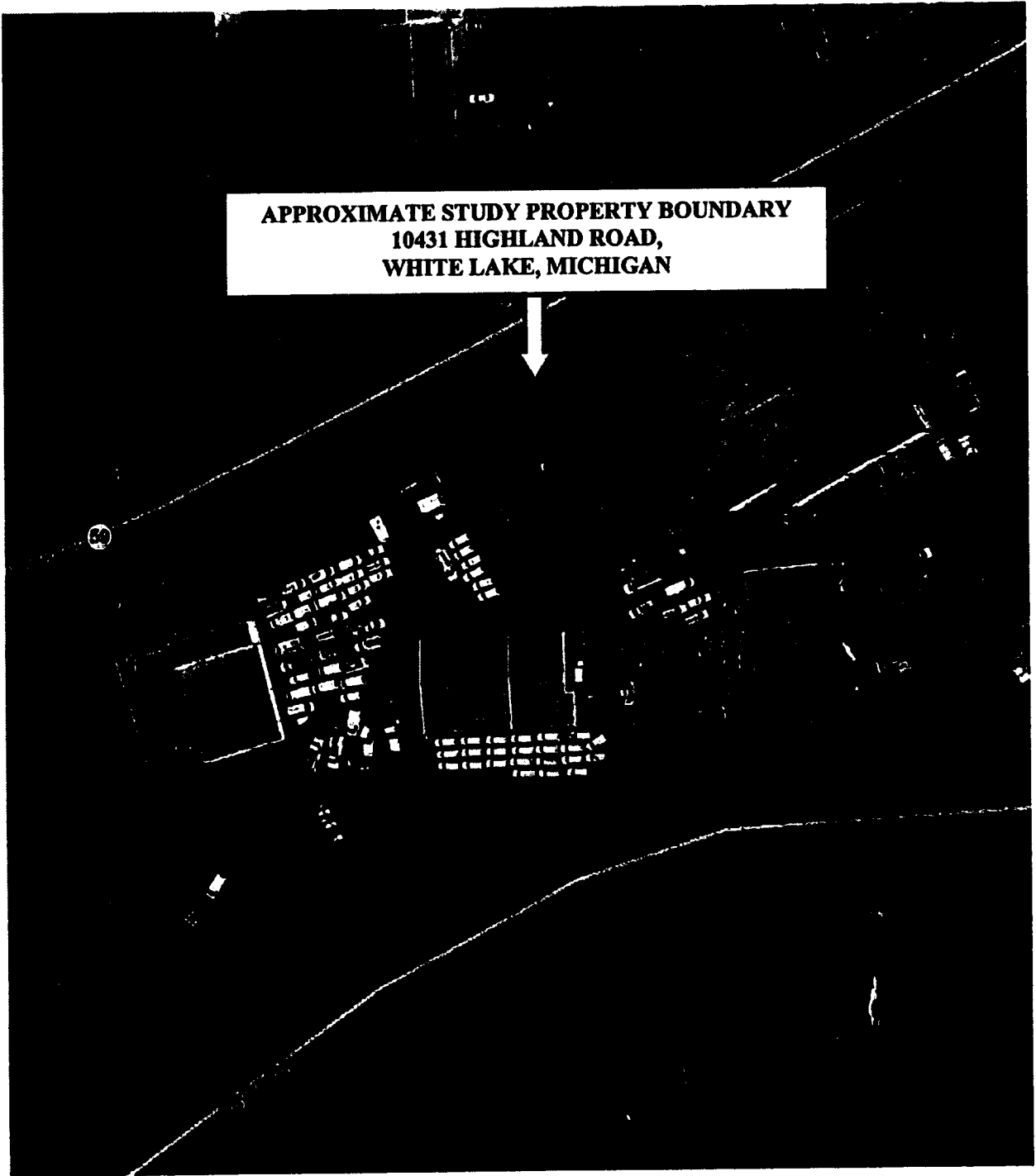

Notary Public Signature
Jessica Paynter Printed Name

EXHIBIT 2

LEGAL DESCRIPTION OF PROPERTY



SCALE UNKNOWN



INNOVATIVE
ENVIRONMENTAL SOLUTIONS, INC.

**2015 AERIAL PHOTOGRAPH WITH
PLAT MAP OVERLAY**

AMCOMM TELECOMMUNICATIONS
(FORMER OSCAR W. LARSON PROPERTY)
10431 HIGHLAND ROAD
WHITE LAKE, MICHIGAN

PROJECT:
20131079

DATE:
7/XX/15

PLATE:
1

SCALE:
SEE ABOVE

LEGAL DESCRIPTION FOR THE
AMCOMM TELECOMMUNICATION, INC. PROPERTY
10431 HIGHLAND ROAD, WHITE LAKE, MICHIGAN

The legal description of the property is as follows:

T3N, R8E, SEC 22 LARSON ACRES LOTS 3, 4 & 5, ALSO LOTS 13 & 14, ALSO PART OF
LOT 15 BEG AT SW LOT COR, TH E 3.70 FT, TH N 07-35-41 W 30.41 FT, TH S 31.20 FT
TO BEG 6-7-01 FR003,004,005,012&013

The parcel identification number for the property, according to the White Lake Township
Assessor's Office, is as follows: 12-22-252022.

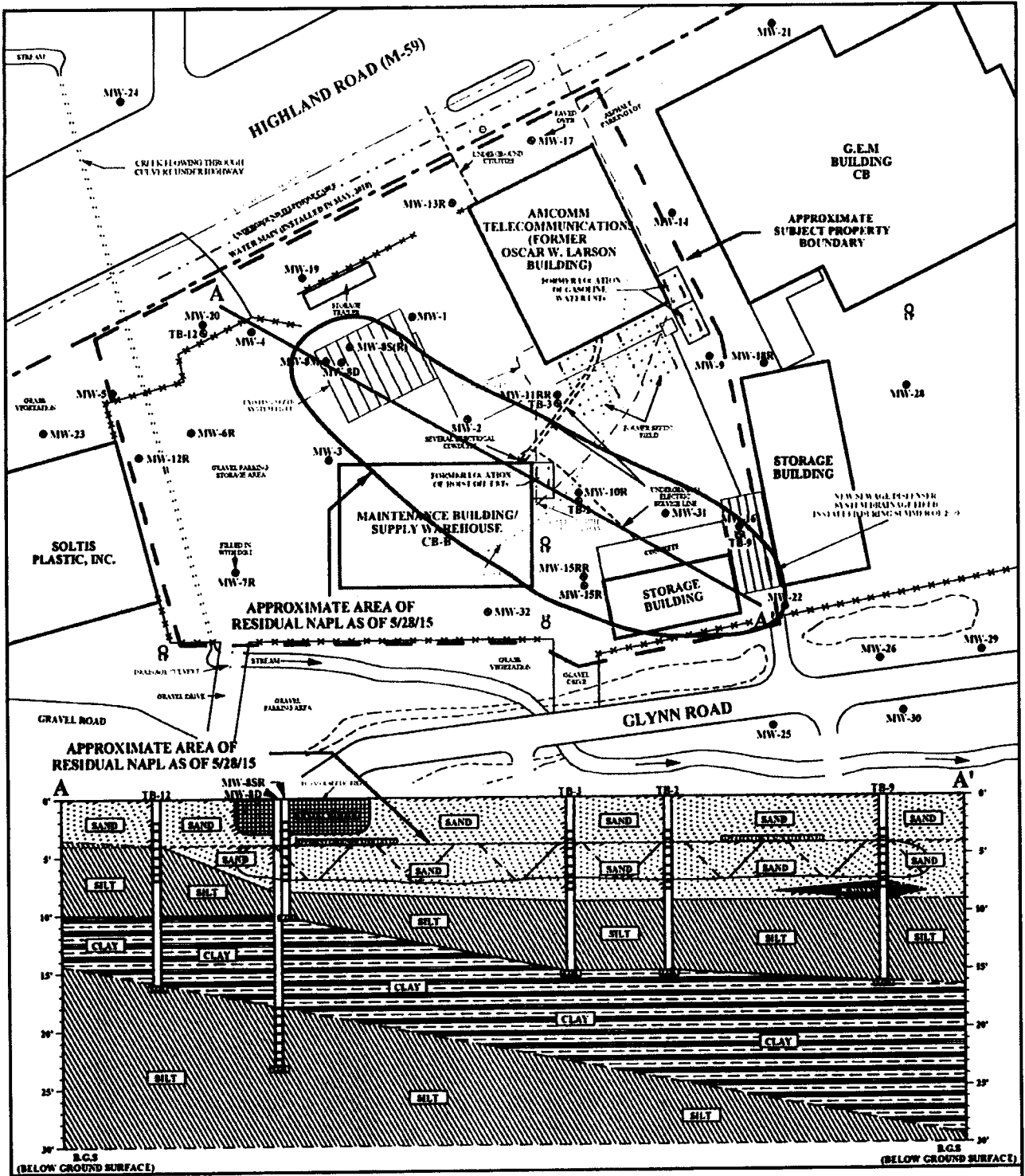
EXHIBIT 3

SURVEY OF THE PROPERTY

OR

**SURVEY OF THE PROPERTY
AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS**

AND



LEGEND

CB - COMMERCIAL BUILDING
 FH - FIRE HYDRANT

U/P - UTILITY POLE/LIGHT POLE
 SD - STORM DRAIN



INNOVATIVE
ENVIRONMENTAL SOLUTIONS, INC.

MAP DEPICTING APPROXIMATE AREA OF RESIDUAL NAPL CONTAMINATION

AMCOMM TELECOMMUNICATIONS
 (FORMER OSCAR W LARSON PROPERTY)
 10431 HIGHLAND ROAD
 WHITE LAKE, MICHIGAN

PROJECT:
 20031079

DATE:
 7/8/15

PLATE:
 EXHIBIT 3-1

SCALE:
 UNKNOWN

EXHIBIT 4

DESCRIPTION OF ALLOWABLE USES

Nonresidential Land Use: This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming is also restricted per the prohibitions contained in this restrictive covenant.



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 REMEDIATION AND REDEVELOPMENT DIVISION
 PO BOX 30426, LANSING, MI 48909-7926, Phone 517-284-5087, Fax 517-241-9581

NOTICE TO LOCAL UNIT(S) OF GOVERNMENT OF LAND USE RESTRICTIONS

This information and form is required under Sections 21310a(5) and 21316 of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

INSTRUCTIONS: A person that implements corrective action activities that relies on land use restrictions shall provide notice of the land use restrictions that are part of the corrective action plan to the local unit of government in which the site is located within 30 days of filing of the land use restrictions with the county register of deeds.

- (1) Use this form to provide notice of land use restrictions that are part of the corrective action plan to the Local Unit(s) of Government (LUG).
- (2) Send the notice to the city, village, or township clerk. Provide a copy to the County/District Health Department if groundwater exceeds Tier 1 residential screening levels.
- (3) Submit a copy of the notice and proof of providing the notice with the Closure Report (EQP4452) to the appropriate RRD District Office. See www.michigan.gov/deqrrd_officemap for a complete list of RRD District and Field Offices.

This notice does not constitute a warranty or representation of any kind by the State of Michigan that the corrective actions performed in accordance with this notice will result in the achievement of the remedial criteria established by law, or that the property is suitable for any particular use.

OAKLAND COUNTY HEALTH DIVISION

Name of Local Unit of Government Name of Local Unit of Government Name of Local Unit of Government

Notice to the Local Unit of Government Receiving this Form:

A corrective action plan for the site named below has been developed as a result of a release of regulated substances from an underground storage tank. This form and the attachments are to provide the local unit(s) of government notice of the land use restrictions that are part of the corrective action plan. A copy of the institutional control mechanism(s) in the form of a Corrective Action Notice to Register of Deeds, and/or Restrictive Covenant, and/or alternate mechanism is/are attached. The attached institutional control mechanism(s) describes the land use restrictions and the land where the restrictions apply.

Facility ID:

Owner or Operator: HIGH FIVE INVESTMENTS, LLC

Site Name: FORMER OSCAR W. WALSON COMPANY PROPERTY

Site Address: 10431 HIGHLAND ROAD City: WHITE LAKE TWP State: MI Zip:

Contact Person: MATT SCHULTZ

Phone Number: 248-698-8868 email: MSCHULTZ@AMCONN.COM

Mailing Address: 10431 HIGHLAND ROAD

City: WHITE LAKE TWP State: MI Zip:

Qualified Underground Storage Tank Consultant: INNOVATIVE ENVIRONMENTAL SOLUTIONS, INC.

Address: 516 BRIGHTON ROAD

City: HOWELL State: MI Zip:

Contact Person: JEROME MEYER

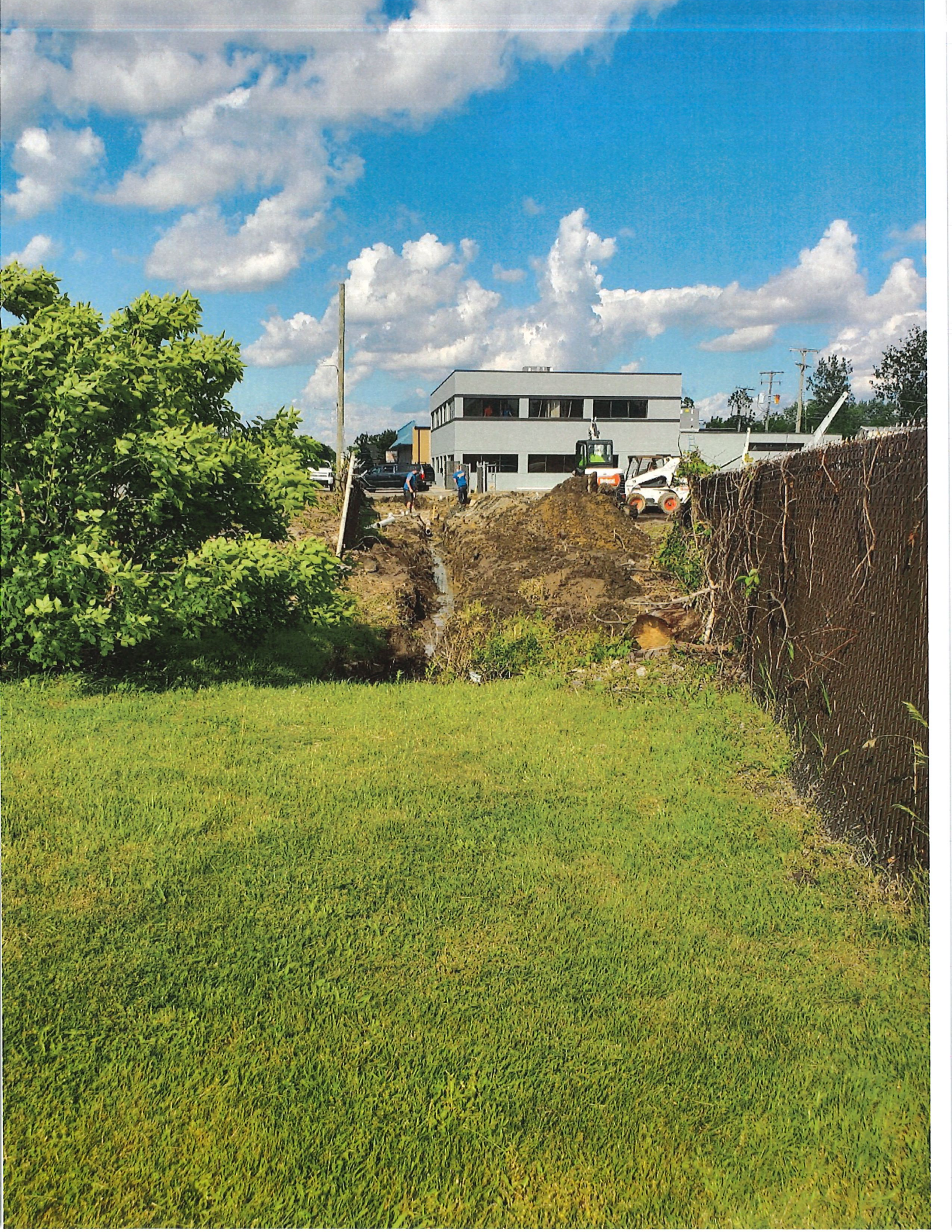
Phone Number: 517-548-7613 email: JMEYER@IES-ENVIRONMENTAL.COM

I hereby attest to the accuracy of the statements in this document and all attachments. I further certify that the language on this form has not been modified.

James C. Guntol
 Owner or Operator Signature

8/17/15
 Date









PERFORMANCE GUARANTEE AGREEMENT

THIS PERFORMANCE GUARANTEE AGREEMENT (this “Guarantee”) is made as of the 20th day of July 2022 (the “Effective Date”) by and between the Charter Township of White Lake (the “Township”), whose address is 7525 Highland Road, White Lake, Michigan 48383 and CAMQ Properties LLC, a Michigan limited liability company, whose address is 10431 Highland Road, White Lake, Michigan 48386 (“CAMQ”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS CAMQ owns certain commercial property commonly known as 10431 Highland Road, White Lake, Michigan 48386 (the “Property”), as more particularly described on attached Exhibit A, which will be occupied by Carter’s Plumbing LLC (“Carter”) and has applied for various permits from the Township; and

WHEREAS CAMQ has contracted with Carter’s Plumbing LLC to make certain improvements to the Property as provided herein; and

WHEREAS CAMQ through Carter has applied for various permits to improve the Property, passed all inspections related to the main building and is seeking a temporary certificate of occupancy; and

WHEREAS CAMQ through Carter has hired KIEFT Engineering to prepare an engineered site plan for improvements to the Property; and

WHEREAS the parties acknowledge the existence of a Declaration of Restrictive Covenant for a Restricted Non-Residential Corrective Action relating to the Property which has been recorded with the Oakland County Register of Deeds on August 18, 2015 in Liber 48510 Page 245 (the “DRC”); and

WHEREAS the Township requires this Guarantee and a One Hundred Thousand Dollar (\$100,000.00) Cash Deposit to be delivered into escrow with the Township (the “Deposit”), before the issuance of a temporary certificate of occupancy, to ensure CAMQ completes the following improvements: 1) temporary placement of gravel in the parking area, if approved by the Township Board; 2) obtains an engineered site plan for the parking lot layout, design and construction, including paving, stormwater drainage, wetlands protection, landscaping and screening and fencing; 3) connects to the municipal sanitary sewer system; and 4) complies with the Township code of ordinances and zoning ordinances and other applicable law applicable to the improvements required under this Agreement; and

WHEREAS the Township has issued a Temporary Certificate of Occupancy to CAMQ for the Property on July____, 2022 conditioned upon the execution of this Guarantee by the Parties and delivery of the Deposit to the Township.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

AGREEMENT

1. Obligations. CAMQ shall comply with the provisions of and perform and discharge the obligations contained in or arising from this Guarantee, as supplemented and amended from time to time by agreement of the Parties, including without limitation: 1) depositing in escrow with the Township the sum of One Hundred Thousand Dollars (\$100,000.00) via certified or cashier's check or their equivalent; 2) if approved by the Township Board, the temporary placement of gravel in the parking area as more fully described in attached Exhibit C (Temporary Gravel Plan); 3) submission of an engineered site plan for the Property's parking lot which includes the layout, design and construction including paving, stormwater drainage, wetlands protection, landscaping and screening and fencing (subject to approval by the Township and concurrence by the Michigan Department of Environment, Great Lakes, and Energy per applicable law); 4) connection to the municipal sanitary sewer system; and 5) compliance with the Township's code of ordinances and zoning ordinances, the DRC and other applicable laws. CAMQ shall complete all work identified in this Paragraph 1 within the time period established by the Township Board.

2. 2. Default; Right to Cure. If CAMQ defaults in the performance of its obligations under this Guarantee, the Township shall notify CAMQ in writing that it is in default, provided such notice details the specific reasons for the default and is delivered to CAMQ in accordance with the notice provisions contained in this Guarantee. If CAMQ fails to cure such claimed default or provide proof that it is not in default within thirty (30) days of receipt of such notice, then the Township shall have the right to pursue all legal or equitable remedies available to it, including but not limited to, the use of the Deposit to complete the improvements through contracts with third parties in accordance with applicable law, including specifically the right to enter upon the Property to make the improvements. In the event the Township uses the Guarantee to complete the required improvements, any amounts remaining after completion of the improvement(s) shall be applied first to the Township's administrative costs in completing the work. Any balance remaining after the cost of the improvement(s) and the Township's administrative costs, along with any interest earned on the Guarantee, shall be refunded to CAMQ. In the event of a default and the Guarantee is not sufficient to cover the cost of the incomplete improvement(s), CAMQ shall be required to pay to the Township the difference between the Guarantee and the cost of the completing the improvement(s) plus an administrative fee. An invoice shall be sent by the Township to CAMQ outlining the deficiency, and CAMQ shall pay to the Township the full balance within 30 days of receipt of such invoice.

3. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Guarantee, for any failure or delay in fulfilling or performing any term of this Guarantee when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) government order or law other than one related to enforcement of this Guarantee; (5) actions, embargoes, or blockades in effect on or after the date of this Guarantee; (6) action by any federal, state or county governmental authority; (7) national or regional emergency; (8) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (9) pandemic, disease, or viral outbreak.

4. Indemnification. CAMQ agrees to indemnify, defend and hold harmless the Township including its trustees, directors, officials, agents and employees from and against any third party claims or damages involving bodily injury or property damage to the extent caused by CAMQ's negligent acts or omissions relating to performance of any work required by this Guarantee.

5. Insurance. CAMQ's contractor shall maintain the insurance specified in its Certificate of Insurance, which is attached as Exhibit D, and is required to name the Township as an additional insured on an endorsement to the policy of commercial general liability insurance. The Parties also agree to waive any rights of subrogation with respect to workers compensation, employer's liability and commercial general liability insurance. Insurance as required in this Guarantee shall be maintained by CAMQ until a Final Certificate of Occupancy is obtained for the improvements covered by this Guarantee.

6. Other Rights. This Guarantee shall be in addition to, and not in substitution for, any rights or remedies that the Township may have relating to CAMQ arising under this Guarantee or otherwise, and CAMQ shall not be released from the obligations hereunder by reason of any time or forbearance granted by the Township.

7. Authority. The authorized representative executing this Guarantee on behalf of CAMQ hereby represents that s/he has full power and authority to bind CAMQ and acknowledges that s/he is making this representation with the understanding that the Township is relying on the representation.

8. Notice. Any notices or demands, consents required or allowed under this Agreement shall be in writing and shall be addressed as follows, or at such other address as CAMQ or Township may specify hereafter in writing by notice to the other party:

NOTICE TO THE TOWNSHIP

Sean O'Neil, AICP
Community Development Director
White Lake Township
7525 Highland Rd
White Lake, MI 48383
Phone: (248) 698 3300 x 172
Email: soneil@whitelaketwp.com

With a copy to:

Lisa J. Hamameh, Esq.
Rosati Schultz Joppich & Amtsbuechler
27555 Executive Drive Suite 250
Farmington Hills, MI 48331
Main Phone: 248.489.4100
Direct Dial: 248-482-8777
Fax: 248.489.1726
Email: Lhamameh@rsjalaw.com

NOTICE TO CAMQ

CAMQ Properties LLC
c/o Jessica Carter/Matthew Carter
6146 Windstone Lane
Clarkston, MI 48346
jessicac@callcartersplumbing.com
(248)376-0801

With a copy to:

Harvey W. Berman, Esq.
Bodman PLC
201 South Division Street
Suite 400
Ann Arbor, MI 48104
hberman@bodmanlaw.com
Direct Phone: (734) 930-2493
Fax: (734) 930-2494

Such notice or other communication may be (i) mailed by United States registered or certified mail, postage and charges prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office, (ii) sent by electronic mail i.e. email; or sent by national overnight delivery service like Federal Express. For purposes of this Guarantee, notices shall be deemed to have been “given” or “delivered” (a) upon personal delivery thereof or the third (3rd) Business Day after having been deposited in the United States mails or with a national overnight carrier as provided herein, or (b) if sent by electronic mail, on the next date following the transmission date so long as followed up with one of the other methods of notice.

9. Miscellaneous. This Guarantee shall be governed by the laws of the State of Michigan. This Guarantee constitutes the full, final and entire understanding of the parties and supersedes any oral statements or agreements to the contrary. This Guarantee shall not be modified unless agreed upon by the parties in a separate writing executed subsequent to this Agreement and may only be modified in a writing signed by the Parties. This Guarantee may be executed in multiple counterparts, each of which shall constitute an original agreement, but all of which shall constitute only one agreement. The signatures may be electronic and/or facsimiles rather than originals and shall be fully as effective as though all signatures were originals on the same copy. In the event any or a portion of the provisions of this Guarantee shall be held invalid, illegal or otherwise unenforceable by a Court, the remaining provisions of this Guarantee shall remain in full force and effect as if the invalid provision were not in existence.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the Effective Date set forth above.

CAMQ, LLC, a Michigan limited liability company,

Name: Matthew Carter
Its: Authorized Representative

Charter Township of White Lake

Name: Rik Kowall
Its: Township Supervisor

Approved:

Lisa Hamameh, Township Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land situated in the Township of White Lake, County of Oakland, State of Michigan, described as follows:

Lots 3, 4 and 5, ALSO Lots 13 and 14, ALSO part of Lot 15 of LARSON ACRES according to the plat thereof recorded in Liber 58 of Plats, page 12 of Oakland County Records: Beginning at the Southwest Lot corner, thence East 3.70 feet, thence North 07 degrees 35 minutes 41 seconds West 30.41 feet, thence South 31.20 feet to the Point of Beginning.

Tax Parcel Number: 12-22-252-022

EXHIBIT B
GRAVEL PLAN
(SEE ATTACHED)

10431 HIGHLAND ROAD GRAVEL PLAN NOTES

Purpose: To lay gravel to allow access and use of the main entrance to the premises. Following approval by White Lake Township of owner's forthcoming Engineered Site Plan, asphalt over the gravel base.

Materials: 21AA Limestone aggregate (gravel) base

Depth: Compact gravel base to 3"

Location: West side of the main office building where the asphalt was deteriorated and removed as more fully described on the Gravel Plan Map.

Dimensions: The dimensions of the area are 90' x 49' or 4,410 sq ft.

Other: See also a picture of location as existing as well as picture of the apron





EXHIBIT C
CERTIFICATE OF INSURANCE
(SEE ATTACHED)



CERTIFICATE OF LIABILITY INSURANCE

NEW

DATE (MM/DD/YYYY)
04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brent Kigore Agency 1658 Mayfield Rd Lapeer, MI 48848	CONTACT NAME: Brent Kigore PHONE: 810-664-4773 FAX: 810-664-7181 E-MAIL: Brent.Kigore@bna.com ADDRESS:
INSURED Carter's Plumbing LLC 8148 Windstone Ln Clarkston, MI 48348	INSURANCE AFFORDING COVERAGE INSURER 1: Farm Bureau General Insurance of MI 21547 INSURER 2: INSURER 3: INSURER 4: INSURER 5:

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR (SEE AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N N S-3144757	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 VEH. EXP. (Per Occurrence) \$ 10,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP. AGG. \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> DRIVEN ONLY <input type="checkbox"/> OWNED ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOES ONLY	N N GAP-3144759	05/03/2022	05/03/2023	OWNED SINGLE UNIT \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY MANAGERIAL/STOCKHOLDERS/EXECUTIVE OFFICERS/OWNERS EXCLUDED (Necessary in MI) 1 job, 1000 hrs, 1000 hrs DESCRIPTION OF OPERATIONS below	N/A			E.S. EMP. ACCIDENT \$ E.S. DISEASE - EA EMPLOYEE \$ E.S. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Carter's Plumbing LLC 8148 Windstone Ln Clarkston, MI 48348	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Clairne L Lucite</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250871 1 ADP BLVD M/S 625 ROSELAND NJ 07068	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Trumbull Insurance Company		NAIC#: 27120
INSURED CARTERS PLUMBING LLC 2482 ORCHARD LAKE RD SYLVAN LAKE MI 48320-1532	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG AK3MM9	02/24/2022	02/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE -EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
 2482 ORCHARD LAKE RD
 SYLVAN LAKE MI 48320-1532

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan J. Castaneda

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