13-09

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the sale to the Genesee County Drain Commissioner of the two parcels of real property designated as Parcels A and E on the attached survey prepared by Muxlow Surveying & Engineering for a total price of $346,000.00, is approved (a copy of the memorandum request dated January 16, 2013, and supporting documentation being attached to this Resolution).

BE IT FURTHER RESOLVED, that the Chairperson of this Board is authorized to execute the attached real estate purchase agreement and any other documents necessary to consummate the sale on behalf of Genesee County.

BOARD OF COMMISSIONERS

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B01

GENESEE COUNTY
CORPORATION COUNSEL

1101 BEACH STREET, ROOM 317
FLINT, MICHIGAN 48502-1417
TELEPHONE (810) 257-3050
FAX (810) 257-2715

INTERIM
CORPORATION COUNSEL
CELESTE D. BELL

ASSISTANT
CORPORATION COUNSEL
ANDREW C. THOMPSON

TO: Jamie Curtis, Chairperson
Genesee County Board of Commissioners

CC: All Commissioners

FROM: Andrew Thompson
Assistant Corporation Counsel

IN RE: Sale of Lake Huron Property

DATE: January 16, 2013

At the direction of the County Board Chairperson, this office has negotiated the attached real estate purchase agreement regarding two parcels in Worth Township in Sanilac County. The purpose of this sale is to permit the Drain Commissioner to commence construction on a water intake in Lake Huron for a pipeline to supply water to Genesee County.

In 2002, Genesee County purchased real property in Worth Township in Sanilac County fronting along Lake Huron as a potential location for a water pipeline intake. The real property consisted of two parcels. The first is a 230 acre parcel consisting primarily of farmland and pine forest located on the western side of M-25 at the intersection of M-25 and Fisher Road in Worth Township in Sanilac County. The second parcel consists of approximately 340 feet of frontage on Lake Huron directly across M-25 from the larger parcel.

The Genesee County Drain Commissioner has conducted engineering studies of these parcels in preparation for the construction of the water pipeline intake. The Drain Commissioner has determined from these engineering studies that only a portion of these properties are necessary for the intake. Accordingly, with the approval of this Board, the parcels were divided last year. The lakefront parcel was divided into three lots, with the northern two lots having approximately 120 feet of lake frontage each, and the southernmost lot having approximately 100 feet of frontage. The easternmost 40 acres of the larger parcel was also split off.

The Drain Commissioner intends to construct the intake directly offshore from the southernmost lakefront lot. The pipe from the intake will traverse the length of the lot from the lakeshore to the road, and will be buried at a depth of 50 feet. Once construction is complete, the surface of this parcel will be preserved as green space.

The 40 acre parcel across M-25 will be used for the construction of a pumping station and a buffer zone around the pumping station.

The attached contract is a contract for the sale of the 40 acre parcel at the intersection of Fisher Road and M-25 and the southernmost lakefront lot to the Drain Commissioner as County Agency under the County Public Improvement Act of 1939. This will allow the Drain Commissioner to begin construction of the pipeline intake and pumping station. The County will retain the remaining 190 acres along Fisher Road and the two remaining lakefront lots.

In compensation for the two parcels, the Drain Commissioner will pay $346,000.00. This amount is consistent with real estate appraisals of the property conducted by Mid-West Appraisal Company, Inc., in November 2011, and it is my opinion that those valuations are still relatively accurate.

Action Requested: *Approval of the sale of two parcels of real property in Worth Township, Michigan, to the Genesee County Drain Commissioner as County Agency under the County Public Improvement Act of 1939, Public Act 342 of 1939 (MCL §46.171, et seq.), and authorization for the Chairperson to execute the attached real estate purchase agreement on behalf of Genesee County.*

PURCHASE AGREEMENT

BETWEEN

THE COUNTY OF GENESEE, MICHIGAN
a body politic corporate

AS SELLER

AND

THE GENESEE COUNTY DRAIN COMMISSIONER
AS COUNTY AGENCY
PURSUANT TO ACT 342 OF THE MICHIGAN PUBLIC ACTS OF 1939
AS AMENDED

AS PURCHASER

As of January 23, 2013

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale of Real Estate ("Agreement") is made effective as of January 23, 2013 (the "Effective Date"), by and between the County of Genesee, a body politic and corporate, having an address of 1101 Beach Street, Flint, Michigan 48502 ("Seller") and the Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended, having an address of G-4610 Beecher Road, Flint, Michigan 48532 ("Purchaser"). Seller and Purchaser are collectively referred to herein as the "Parties".

RECITALS

A. Seller is the owner of certain real property situated in the Township of Worth, County of Sanilac, State of Michigan, as more particularly described on **Exhibit A** attached hereto and as hereinafter referred to as the "Fisher Road Parcel" containing approximately 40.57 acres.

B. Seller is the owner of certain real property, which has been divided into three (3) separate parcels situated in the Township of Worth, County of Sanilac, State of Michigan, which, prior to the split was more particularly described on **Exhibit B** attached hereto and as hereinafter referred to as the "Lake Huron Parcel" containing approximately 4.396 acres.

C. Purchaser desires to purchase the Fisher Road Parcel from Seller set forth in **Exhibit A**.

D. Purchaser desires to purchase one (1) of the parcels that was the result of the land division of the Lake Huron Parcel, set forth in B, above. The portion of the Lake Huron Parcel that is being purchased by Purchaser contains approximately 1.32 acres, as described on **Exhibit C** upon the terms set forth below.

E. The Fischer Road Parcel and the portion of the Lake Huron Parcel that is being purchased by Purchaser and that is more fully set forth in **Exhibit A** and **Exhibit C** is hereinafter referred to as the "Property."

F. Seller desires to sell to Purchaser and Purchaser desires to purchase the Property upon the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals set forth above, it is mutually agreed by and between the Parties as follows:

ARTICLE I
PROPERTY

1. PROPERTY. As used herein, the term "Property" shall be deemed to include the following items as reflected on the date of this Agreement and as supplemented through the date of Closing:

1.1 The Property described in **Exhibit A** and **Exhibit C** and all buildings and improvements located thereon, together with all easements, air, mineral and riparian rights and all tenements, hereditaments, privileges and appurtenances belonging thereto;

1.2 Any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining the Property to the centerline thereof, which is owned by Seller; and

1.3 The use of appurtenant easements to the Property, whether or not of record, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Property.

ARTICLE II
CONSIDERATION

2. CONSIDERATION. Seller agrees to sell all of Seller's undivided interests in the Property and Purchaser agrees to purchase all of such undivided interests in the Property pursuant to the terms and conditions contained in this Agreement, except as may be adjusted by closing adjustments and pro-rations.

2.1 Purchase Price. Seller is to sell and Purchaser is to purchase the Property for a total of Three Hundred Forty-Six Thousand Dollars and Zero Cents ($346,000.00) (the "Purchase Price").

2.2 Earnest Money. No earnest money deposit shall be required.

ARTICLE III
COMMISSIONS

3. REAL ESTATE COMMISSIONS. Seller and Purchaser each agree that they have not utilized the services of any other broker or finder in connection with the transaction set forth in this Agreement.

ARTICLE IV
CONTINGENCIES AND INSPECTION

4. CONTINGENCIES AND COVENANTS – INSPECTION.

4.1 Purchaser was designated by the Seller to serve as the caretaker of the Property on February 18, 2003. In his role as caretaker of the Property, Purchaser acknowledges that he has had substantial opportunity to inspect the Property and, as of the date of this Agreement, has conducted all necessary due diligence with regard to the Property.

4.2 Seller shall maintain the Property so that its condition at Closing is the same as upon the Effective Date. Furthermore, until such time as title to the Property transfers to Purchaser, Seller shall be solely responsible for all expenses with respect to the ownership and operation of the Property including but not limited to utilities, maintenance, and real and personal property taxes, if applicable.

4.3 Notwithstanding the above, Seller shall permit Purchaser and its representatives, agents, employees, lenders, contractors, appraisers, architects and engineers, or any other person or company designated by Purchaser, access to and entry upon the Property and the improvements thereon to examine, inspect, measure and test the Property. Purchaser agrees to return the Property to its condition prior to Purchaser's entry.

4.4 As of the date of this Agreement, Purchaser has obtained a current satisfactory survey of the Property prepared by a registered land surveyor.

ARTICLE V
TITLE COMMITMENT

5. TITLE COMMITMENT

5.1 Commitment for Title Insurance. Seller and Purchaser hereby instruct the Title Company to prepare and deliver to Purchaser and Seller a title commitment (the "Title Commitment"), at Seller's expense, covering the Property, showing all matters affecting title to the Property and binding the Title Company to insure title to the Property in the condition required hereunder at Closing, an ALTA Policy of Owner's Title Insurance (1992-Form B) without standard exceptions (other than Permitted Exceptions) in the full amount of the Purchase Price, as provided in Section 5.3 hereof. Seller and Purchaser further instruct the Title Company to deliver to the Parties copies of all instruments referenced in Schedule B and Schedule C of the Title Commitment.

5.2 Title Review Period. Purchaser shall have ten (10) days (the "Title Review Period") after the receipt of the Title Commitment and legible copies of all instruments referred to in Schedules B and C thereof, to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment. Any item contained in the Title Commitment to which Purchaser does not object during the Title Review Period shall be deemed a Permitted Exception. In the event Purchaser shall notify Seller of objections to title prior to the expiration of the Title Review Period, Seller shall have five (5) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove such objection. If Seller fails either to cure or remove such objection to the reasonable satisfaction of the Title Company and Purchaser prior to the expiration of the Cure Period, Purchaser may either terminate this Agreement by written notice to Seller or waive such objection and accept such title as Seller is able to convey without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the election available to it pursuant to the preceding sentence within five (5) days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objection and accept such title as Seller is able to convey without any reduction in the Purchase Price.

5.3 Owner's Policy of Title Insurance. At Closing, the Title Company shall issue to Purchaser, at Seller's expense, a marked commitment or proforma Owner's Policy of Title Insurance (the "Title Policy") covering the Property, in the full amount of the Purchase Price. Such Title Policy shall be without standard exceptions (other than the Permitted Exceptions).

ARTICLE VI
DEFAULT

6. DEFAULT AND TERMINATION.

6.1 In the event of a default by Purchaser hereunder of any of its obligations, representations or warranties, Seller shall be entitled to terminate this Agreement whereupon all liability hereunder shall terminate along with this Agreement. The foregoing shall be Seller's sole remedy.

6.2 In the event of a default by Seller hereunder prior to or at the Closing, then Purchaser shall be entitled to terminate this Agreement whereupon all liability hereunder shall terminate along with this Agreement. The foregoing shall be Purchaser's sole remedy.

6.3 Either Party may terminate this Agreement upon written notice to the other Party, whereupon all liability hereunder shall terminate along with this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents, warrants and covenants with Purchaser on the Effective Date and shall reconfirm same on the Closing Date:

7.1 Seller has not received any notice of existing violations of any laws, rules, statutes, codes, ordinances, governmental regulations, or of any threatened condemnation or other litigation or legal action involving the Property nor is Seller aware of any existing violations.

7.2 To the best of Seller's knowledge, the Property is in compliance with all federal, state, local (including local sewage district) laws, rules, regulations, ordinances, and codes governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, process wastewater or solid and Hazardous Substances (as hereinafter defined), there are no Hazardous Substances on the Property and Seller represents and warrants that no Hazardous Substances have been released by Seller into or deposited upon or below the surface of the Property or into any water systems on or below the surface of the Property. To the best of Seller's knowledge, there are no pending or threatened actions or proceedings by the local municipality, sewerage districts, state agencies having jurisdiction over such matters, the U.S. Environmental Protection Agency or any other governmental entity and to Seller's knowledge there is no basis for any such action or proceeding. For purposes of this Agreement, "Hazardous Substances" means any material or substance that, as of the date of this Agreement, is defined or classified under federal, state or local laws as: (a) a "hazardous substance"

pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321; (b) a "hazardous waste" pursuant to Section 1004 of section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §6903, 6921; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §1802(4); (f) toxic or hazardous pursuant to regulations promulgated under the aforementioned laws; or (g) presenting a risk to the environment under other applicable federal, state or local laws, ordinances or regulations. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

7.3 Seller is the owner of all of the undivided interests in the Property as set forth above, that such interests of Seller are in the condition required for performance hereunder and that Seller will not cause any modification thereof through, to and including the Closing Date.

7.4 There is no special assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property.

7.5 In the event any claim is made by any party for the payment of any amount due for the furnishing of labor and/or materials to the Property or the Seller prior to the Closing, or in the event any lien is filed against the Property subsequent to the Closing as a result of the furnishing of such materials and/or labor prior to the Closing, Seller shall immediately pay said claim and discharge said lien.

7.6 The Seller is not a "Foreign Person" within the meaning of the Internal Revenue Code Section 1445(f)(3).

7.7 To the best of Seller's knowledge, there is no pending or threatened litigation, administrative action, claim or demand against Seller or relating to the Property which would adversely affect the Property or the consummation of this transaction.

7.8 Neither the execution or delivery of this Agreement nor the Seller's performance hereunder are restricted or violate any contractual or other obligations of Seller.

7.9 Seller has full right and authority to execute this Agreement and to consummate the transaction contemplated herein.

7.10 There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and the Seller has received no notice of the desire of any public authority or other entity to make or use the Property or any part thereof.

7.11 That, other than any leases or rights of occupancy established by Purchaser in his role as caretaker of the Property, there are no leases or other rights of occupancy outstanding with respect to the Property, and Seller will deliver the Property to Purchaser at Closing free of all tenants or other persons currently occupying or in possession of the Property.

7.12 Seller has delivered to Purchaser true and complete copies of all contracts affecting the Property, if any.

7.13 Seller shall be subject to or responsible for any contracts affecting the Property, unless such contracts are assumed in writing by Purchaser.

7.14 Seller is not in default under any bond, mortgage, or land contract encumbering the Property, and during the period commencing on the date hereof and ending on the Closing Date, Seller shall make all the payments required to be made under any such bond, mortgage, or land contract in the manner and times provided thereunder, and during said period Seller will perform all of Seller's other obligations thereunder as the bonds, mortgagor, or vendee as the case may be. Seller shall not enter into any additional mortgages or encumbrances with respect to the Property or sell any bonds using the Property to secure the bonds.

7.15 At Closing, Seller will convey to Purchaser good, marketable, insurable, indefeasible fee simple title to the Property, free and clear of all liens, leasehold interests, conditions, exceptions, reservations and encumbrances, except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants, (none of which adversely affect Purchaser's intended use of the Property) and general taxes levied in the year of Closing, if applicable.

ARTICLE VIII
CLOSING

8. CLOSING

8.1 The Closing of this transaction shall be consummated at a meeting of the parties which shall take place at the offices of the Title Company, on or before fourteen (14) days after execution by all parties, or as otherwise agreed by the parties (the "Closing"). The date of the Closing shall be referred to herein as the "Closing Date."

8.2 Seller shall pay the fees of any counsel representing it in connection with this transaction, the basic premium for the Title Policy, any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, and one-half (1/2) of any escrow fee which may be charged by the Title Company. Purchaser shall pay the fees of any counsel representing Purchaser in connection with this transaction, the additional premium chargeable for modification of the survey exception, if such modification is desired by Purchaser; the fees for recording the Deed, and one-half (1/2) of any escrow fees charged by the Title Company. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

ARTICLE IX
CLOSING DOCUMENTS

9. CLOSING DOCUMENTS. At the Closing, Seller and Purchaser shall execute and deliver the following documents:

9.1 Seller shall execute and deliver to Purchaser a good and sufficient Warranty Deed in the form of **Exhibit D** attached hereto and made a part hereof, conveying all of Seller's undivided interests in the Property, conveying a marketable and insurable fee simple title to Seller's said interests therein to Purchaser, together with a Property Transfer Affidavit.

9.2 Seller shall deliver to Purchaser an affidavit and indemnity, in a form acceptable to the Title Company issuing the Title Commitment hereunder, certifying inter alia that the Property is free from claims for mechanic, construction, materialmen and laborer's liens. Seller shall have no obligation or liability with regard to any claim arising out of a contract between Purchaser and the claimant, arising out of any subcontract between the claimant and any entity having a prime contract with Purchaser, or arising out of any work, construction, or labor ordered or requested by Purchaser.

9.3 Seller shall join with Purchaser in the execution of a Closing Memorandum (the "Closing Memorandum") in the form of **Exhibit E** attached hereto and made a part hereof with respect to the Property.

9.4 If not previously provided, Seller at Closing shall deliver to Purchaser all available plans and specifications relating to the Property and all available licenses and certificates of occupancy, if any, or such other comparable certificates or documents issued by the appropriate governmental authority, with respect to the Property or any part thereof, which Seller has in its possession.

9.5 Seller shall deliver to Purchaser a FIRPTA Affidavit in the form of **Exhibit F** attached hereto and made a part hereof, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and in the event Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes.

9.6 Seller and Purchaser shall execute and deliver to each other a closing statement showing the amounts by which additional cash adjustments shall be made between Seller and Purchaser as of the Closing. The following items shall be apportioned between the Seller and the Purchaser in the manner hereinafter provided:

(a) All real estate and personal property taxes and special assessments, if any, which are due or are a lien against the Property as of the Closing shall be paid in full by Seller. With respect to the real estate taxes for the current year, the Parties shall adjust and apportion such taxes based upon such adjustments between Seller and Purchaser upon the due date basis for all such taxes, all of which shall be deemed to be paid in advance. Said proration shall be based on the most recently ascertainable information,

provided that the parties agree to correct any errors in adjustments and prorations in the event that more up to date information affecting such matters becomes available after Closing. Furthermore, special assessments for work commenced or levied prior to Closing shall be paid by Seller.

(b) All water, sewer and utility charges shall be paid by Seller to the Closing Date or prorated between the parties and appropriate credits given, based upon the Closing Date with Seller being responsible for those charges on and before the Closing Date and Purchaser being responsible for those charges after the Closing Date.

(c) Any amounts payable by or to the owner of the Property under any contracts which Purchaser wishes to continue shall be prorated between the parties and appropriate credits given, in the manner set forth in subparagraph (b) above.

(d) Seller shall pay any transfer tax or documentary stamp tax in accordance with applicable statutes and ordinances at the time of Closing.

(e) If after the Closing either Seller or Purchaser discovers any inaccuracies or errors in the adjustment, prorations or credits computed at the Closing, Seller and Purchaser shall each forthwith take such action and pay such sums as may be necessary so that the said adjustments, prorations and credits shall be in accordance with the terms of this Agreement. The obligations of either party to pay any such amount shall survive the Closing.

9.7 Seller shall furnish Purchaser with a revised title insurance commitment (including a current tax lien search), which has the effect of updating through, to and including the Closing Date, in the form of the title insurance commitment identified in Section 5.1 hereof.

9.8 Seller shall deliver to Purchaser possession and occupancy of the Property, subject to the Permitted Exceptions.

9.9 Seller shall execute any and all other documentation agreed upon by Seller, Purchaser, their attorneys and/or the Title Company, as being necessary or appropriate to consummate the transaction described herein.

9.10 Purchaser shall pay to Seller the full amount of the Purchase Price in cash or immediately available wire transferred funds.

9.11 Purchaser shall join Seller in execution of the instruments described in Sections 9.3 and 9.4 above.

9.12 Purchaser shall execute any and all other documentation agreed upon by Seller, Purchaser, their attorneys and/or the Title Company, as being necessary or appropriate to consummate the transaction described herein.

ARTICLE X
CONDEMNATION

10. CONDEMNATION. In the event that notice of any action, suit or proceeding shall be given prior to the Closing for the purpose of condemning any part of the Property, then Purchaser shall have the right to terminate its obligations hereunder within thirty (30) days after receiving written notice of such condemnation proceeding. Upon such termination, Purchaser shall have no further right or interest in or to the Property or in Seller's undivided interests therein, or to any of the proceeds resulting from such condemnation (all of which shall be paid to and retained by Seller). In the event Purchaser shall not elect to terminate its obligations hereunder, if Purchaser purchases the Property, the proceeds of such condemnation shall, at the Closing, be assigned to and belong to Purchaser.

ARTICLE XI
NO ASSUMPTION OF LIABILITIES

11. NO ASSUMPTION OF LIABILITIES. Seller shall be responsible for all damages and claims which may be asserted or enforced with respect to all operations of the Property prior to the Closing Date. Purchaser shall be fully responsible for all claims or damages which may be asserted or enforced arising out of the Property from and after the Closing Date.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12. MISCELLANEOUS.

12.1 This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with this transaction. There are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except in writing signed by all parties hereto.

12.2 The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

12.3 No party other than Seller and Purchaser, shall have any rights to enforce or rely upon this Agreement. This Agreement is and shall be binding upon and made solely for the benefit of, Seller and their heirs, personal representatives, successors and assigns, and Purchaser and its successors or assigns, and not for the benefit of any other person or entity. Notwithstanding the above, Purchaser shall be able to assign this Agreement, without the prior consent of Seller.

12.4 Any notice, request, demand, instruction or other communication to be given or served hereunder or under any document or instrument executed pursuant hereto, shall be in writing and shall be delivered personally, sent by facsimile or sent by recognized overnight courier service or by United States certified mail return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be deemed effective upon receipt if delivered personally, or one (1) business day following delivery to such courier service or two (2) business days after deposit in the mail if mailed. The party may change its address for receipt of notices by service of a notice of such change in accordance herewith. Notices shall be deemed properly addressed if sent to the following addresses:

If to Purchaser:	Genesee County Drain Commissioner's Office G-4610 Beecher Road Flint, MI 48532 Attn: Drain Commissioner
copy to:	Kevin Kilby, Esq. McGraw Morris P.C. 2075 W. Big Beaver Road Suite 750 Troy, MI 48084
If to Seller:	Chairperson, Board of Commissioners County of Genesee 1101 Beach Street Flint, MI 48502
copy to:	Corporation Counsel 1101 Beach Street Flint, MI 48502

12.5 This Agreement shall be governed by and construed in accordance with the statutes and laws of the State of Michigan.

12.6 Seller and Purchaser have participated fully in the negotiation and preparation of this Agreement, after consultation and participation with their respective attorneys. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against any party hereto.

12.7 Time is of the essence in all undertakings and agreements of the Parties hereto.

12.8 Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

12.9 In the event any provision hereof is held to be illegal or unenforceable by any court of law, such provision shall be deemed severed and the remaining provisions hereof shall continue in full force and effect between the parties.

12.10 This Agreement may be executed in any number of counterparts, none of which has been executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

12.11 This Agreement shall be prepared in recordable form, and may be recorded in the Office of the Genesee County Register of Deeds by the Seller or their successors and assigns at any time.

12.12 The following schedules, or exhibits attached hereto shall be deemed to be an integral part of this Agreement and incorporated by reference as though fully set forth herein:

Exhibit A -	Legal Description of the Fisher Road Parcel
Exhibit B -	Legal Description of the Lake Huron Parcel
Exhibit C -	Legal Description of the Lake Huron Parcel being purchased by Purchaser
Exhibit D -	Form of Deed
Exhibit E -	Form of Closing Memorandum
Exhibit F -	Form of FIRPTA Affidavit

12.13 As partial consideration for Seller entering into this Agreement, Purchaser expressly waives any right under Rule 3.104 of the Michigan Court Rules or at common law or otherwise to record or file a Lis Pendens or a Notice of Pendency of Pendency of Action or similar notice against all or any portion of the Property in connection with any alleged default by Seller hereunder. Purchaser and Seller hereby evidence their specific agreement to the terms of this waiver by placing their initials in the place provided hereinafter. The provisions of this paragraph shall survive closing or any termination of this Agreement.

_____ _____

PURCHASER'S INITIALS SELLER'S INITIALS

12.14 Prior to Closing, any release to the public of information with respect to the matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller and their respective counsel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the days and years set forth below.

"SELLER"

COUNTY OF GENESEE

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

Date of Execution by
the Seller: _____, 2013

[THIS SPACE INTENTIONALLY LEFT BLANK]

"PURCHASER"

GENESEE COUNTY DRAIN COMMISSIONER, AS COUNTY AGENCY, PURSUANT TO ACT 342 OF THE MICHIGAN PUBLIC ACTS OF 1939, AS AMENDED

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of the Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the Genesee County Drain Commissioner's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

Date of Execution by
the Purchaser: _____, 2013

Drafted By And After Recording, Please Return To:

Kevin Kilby
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, MI 48084
(248) 502-4000

ACKNOWLEDGMENT BY TITLE COMPANY

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement as of _____, 2013, which date shall be deemed the "Effective Date" of this Agreement.

TITLE COMPANY:

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Fisher Road Parcel

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 1389.24 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE N02°09'00"E 1949.41 FEET; THENCE S86°13'00"E 712.37 FEET ALONG THE SOUTH LINE OF A 66 FOOT WIDE EASEMENT FOR ABANDONED HOLLISTER ROAD; THENCE ALONG A CURVE TO THE RIGHT WITH A LENGTH OF 563.52 FEET, A RADIUS OF 18043.43 FEET, A DELTA OF 1°47'22" AND A CHORD BEARING AND DISTANCE OF S11°59'36"E 563.50 FEET ALONG THE WET RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S11°05'55"E 1302.44 FEET ALONG SAID WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S86°26'07"W 1154.00 FEET ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 40.57 ACRES.

EXHIBIT B

Legal Description of Lake Huron Parcel

PART OF FRACTIONAL SECTIONS 31 AND 32, T. 9 N., R. 17 E., WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN. DESCRIBED AS: BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN TRUNKLINE HIGHWAY 25, "ALSO KNOWN AS LAKE SHORE ROAD OR M-25", (100 FT. WD.) DISTANT NORTH 86° 26' 06" EAST, 2644.54 FT. AS MEASURED ALONG THE SOUTH LINE OF FRACTIONAL SECTION 31 (FISHER ROAD) AND NORTH 11° 05' 55" WEST, 948.67 FT. AS MEASURED ALONG THE EASTERLY LINE OF SAID LAKE SHORE ROAD TO THE POINT OF BEGINNING:

THENCE NORTH 11° 05' 55" WEST, 336.80 FT., CONTINUING ALONG THE EASTERLY LINE OF SAID LAKE SHORE ROAD;

THENCE NORTH 85° 52' 52" EAST, 574.21 FT. TO A POINT ON THE WESTERLY SHORELINE OF LAKE HURON;

THENCE SOUTH 11° 05' 36" EAST, 335.26 FT. ALONG SAID WESTERLY SHORELINE OF LAKE HURON; THENCE SOUTH 85° 43' 45" WEST, 574.00 FT. TO THE POINT OF BEGINNING.

CONTAINING 4.396 ACRES, MORE OR LESS, OF LAND IN AREA.

INCLUSIVE OF ANY AND ALL RIPARIAN RIGHTS INCIDENT TO THIS PROPERTY AND LAKE HURON THAT MAY BE GRANTED UNDER THE LAWS OF THE STATE OF MICHIGAN.

EXHIBIT C

Legal Description of Lake Huron Parcel being purchased by Purchaser

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN; DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 2644.11 FEET ALONG THE SOUTH SECTION LINE; THENCE N11°05'55"W 948.67 FEET ALONG THE WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE TO THE POINT OF BEGINNING; THENCE N11°05'55"W 100.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE N85°39'13"E 574.02 FEET; THENCE S11°05'13"E 100.70 FEET ALONG THE SHORE OF LAKE HURON; THENCE S85°39'13"W 574.00 FEET TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 1.32 ACRES.

EXHIBIT D

Form of Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS **that the County of Genesee, a body politic and corporate,** whose address is 1101 Beach Street, Flint, Michigan 48502, conveys and warrants to the **Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended,**, whose address is G-4610 Beecher Road, Flint, Michigan 48532, all of its right, title and interest in the following described property situated in the Township of Worth, Sanilac County, Michigan, described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 1389.24 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE N02°09'00"E 1949.41 FEET; THENCE S86°13'00"E 712.37 FEET ALONG THE SOUTH LINE OF A 66 FOOT WIDE EASEMENT FOR ABANDONED HOLLISTER ROAD; THENCE ALONG A CURVE TO THE RIGHT WITH A LENGTH OF 563.52 FEET, A RADIUS OF 18043.43 FEET, A DELTA OF 1°47'22" AND A CHORD BEARING AND DISTANCE OF S11°59'36"E 563.50 FEET ALONG THE WET RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S11°05'55"E 1302.44 FEET ALONG SAID WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S86°26'07"W 1154.00 FEET ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 40.57 ACRES.

(the "Property") together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto for the sum of _____ Dollars and Zero Cents ($_____.00), subject to easements and building and use restrictions of record, if any.

Dated this ____ day of _____, 201__.

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

County Treasurer's Certificate		Township Treasurer's Certificate
When Recorded Return To: Jeffrey Wright, Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Send Subsequent Tax Bills: Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Drafted By: Kevin Kilby, Attorney McGraw Morris P.C. 2075 W. Big Beaver Rd., Ste. 750 Troy, MI 48084

This deed is exempt from Michigan county and state transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

Recording Fee: $_____ Transfer Tax $_____

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS **that the County of Genesee, a body politic and corporate,** whose address is 1101 Beach Street, Flint, Michigan 48502, conveys and warrants to the **Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended,,** whose address is G-4610 Beecher Road, Flint, Michigan 48532, all of its right, title and interest in the following described property situated in the Township of Worth, Sanilac County, Michigan, described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN; DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 2644.11 FEET ALONG THE SOUTH SECTION LINE; THENCE N11°05'55"W 948.67 FEET ALONG THE WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE TO THE POINT OF BEGINNING; THENCE N11°05'55"W 100.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE N85°39'13"E 574.02 FEET; THENCE S11°05'13"E 100.70 FEET ALONG THE SHORE OF LAKE HURON; THENCE S85°39'13"W 574.00 FEET TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 1.32 ACRES.

(the "Property") together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto for the sum of _____ Dollars and Zero Cents ($_____.00), subject to easements and building and use restrictions of record, if any.

Dated this ____ day of _____, 201__.

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

County Treasurer's Certificate		Township Treasurer's Certificate
When Recorded Return To: Jeffrey Wright, Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Send Subsequent Tax Bills: Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Drafted By: Kevin Kilby, Attorney McGraw Morris P.C. 2075 W. Big Beaver Rd., Ste. 750 Troy, MI 48084

This deed is exempt from Michigan county and state transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

Recording Fee: $_____ Transfer Tax $_____

EXHIBIT E

Form of Closing Memorandum

CLOSING MEMORANDUM

THIS CLOSING MEMORANDUM (the "Agreement") is entered into to be effective as of _____, 2012 (the "Closing Date"), by and between the County of Genesee, a body politic and corporate, having an address of 1101 Beach Street, Flint, Michigan 48502 ("Seller") and the Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended, having an address of G-4610 Beecher Road, Flint, Michigan 48532 ("Purchaser").

In connection with and in consideration of the closing ("Closing") of the transaction contemplated under that certain Purchase Agreement (the "Contract") dated to be effective as of _____, 2012 (the "Effective Date"), between Seller and Purchaser, covering that certain property (the "Property") located in Sanilac County, Michigan, and more particularly described in the Contract, Seller and Purchaser hereby agree as follows:

1. Proration Date. All prorations have been made as of 12:01 a.m., Flint, Michigan time, on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date.

2. Indemnification. Except as otherwise herein provided, any and all costs, expenses and liabilities relating to the operation, management or ownership of the Property (such costs, expenses and liabilities being herein referred to collectively as the "Ownership Obligations") arising or accruing during the period prior to the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Seller and will be paid by Seller promptly upon receipt of billing therefore. Any and all Ownership Obligations arising or accruing during the period from and after the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Purchaser and will be paid by Purchaser promptly upon receipt of billing therefore. To the extent not reflected in the closing statements (the "Closing Statements") evidencing the transaction contemplated under the Contract, Purchaser and Seller agree to adjust between themselves outside of Closing any amounts which are the responsibility of the other pursuant to this paragraph.

3. Real Estate Taxes. The Property is exempt from real estate taxes pursuant to Section 7m of Act 206 of the Michigan Public Acts of 1893, as amended, being MCL § 211.7m . In the event that the Property is subject to real estate taxes, the 2013 summer real estate taxes (those real estate taxes that are issued July 1, 2013) with respect to the Property shall be paid by Seller prior to their becoming delinquent, with Purchaser being charged at Closing an amount (if any) equal to that portion if such taxes which relate to the period after the Closing Date. The 2013 winter real estate taxes (those real estate taxes that are issued December 1, 2013) with respect to the Property shall be paid by Purchaser prior to their becoming delinquent, with Seller being charged at Closing an amount (if any) equal to that portion of such taxes which relate to the period before the Closing Date. Any apportionment of real estate taxes to be made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes for the current year differ from the amount so apportioned at Closing, the parties hereto shall make all necessary adjustments by appropriate payments between themselves following the Closing.

4. Brokerage Commissions. Seller and Purchaser each agree that they have not utilized the services of any other broker or finder in connection with the transaction set forth in this Agreement.

5. Errors or Omissions. Seller and Purchaser agree to adjust between themselves after Closing any errors or omissions in the prorations or adjustments set forth in the Closing Statements and any other prorations or adjustments made pursuant to the Contract. Notwithstanding anything contained herein to the contrary, such apportionments shall be deemed final and not subject to further post Closing adjustments if no such adjustments have been requested upon the earlier to occur of (a) ten (10) days after such time as all necessary information is available to make a complete and accurate determination of such apportionments, or (b) six (6) months following the Closing Date.

6. Interpretation. It is intended that the provisions in this Agreement be construed in pari materia with Article XIII, IX, and X of the Contract so as to maintain consistency between the provisions hereof and the provisions thereof. However, in the event of any unavoidable conflict between a provision in this Agreement and a provision in the Contract, the provision in this Agreement shall govern. In addition, the provisions of this Agreement shall control over any conflicting provisions in the other

documents executed in connection with Closing, including specifically, without limitation, that certain Assignment of Contracts of even date herewith executed by Seller and Purchaser.

7. Allocation of Liability. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

8. Survival. This Agreement and the agreements and the provisions contained herein shall survive Closing and the execution and delivery of any documents in connection therewith.

9. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

EXECUTED to be effective as of the day and year first above written.

SELLER:

The County of Genesee, Michigan

By: _____
Name: _____
Its: _____

PURCHASER:

Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended

By: _____
Name: _____
Title: _____

EXHIBIT F

Form of FIRPTA Affidavit

FIRPTA AFFIDAVIT

STATE OF MICHIGAN §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GENESEE §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Genesee County Drain Commissioner ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by the County of Genesee, a body politic and corporate ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. employer identification number is: #_____;

4. Transferor's office address is 1101 Beach Street, Flint, Michigan 48502.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED effective as of _____, 2013.

TRANSFEROR:

THE COUNTY OF GENESEE

By: _____
Name: _____
Its: _____

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 2013, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

EXHIBIT A

Legal Description of Fisher Road Parcel

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 1389.24 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE N02°09'00"E 1949.41 FEET; THENCE S86°13'00"E 712.37 FEET ALONG THE SOUTH LINE OF A 66 FOOT WIDE EASEMENT FOR ABANDONED HOLLISTER ROAD; THENCE ALONG A CURVE TO THE RIGHT WITH A LENGTH OF 563.52 FEET, A RADIUS OF 18043.43 FEET, A DELTA OF 1°47'22" AND A CHORD BEARING AND DISTANCE OF S11°59'36"E 563.50 FEET ALONG THE WET RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S11°05'55"E 1302.44 FEET ALONG SAID WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S86°26'07"W 1154.00 FEET ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 40.57 ACRES.

EXHIBIT B

Legal Description of Lake Huron Parcel

PART OF FRACTIONAL SECTIONS 31 AND 32, T. 9 N., R. 17 E., WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN. DESCRIBED AS: BEGINNING AT A POINT ON THE EASTERLY LINE OF MICHIGAN TRUNKLINE HIGHWAY 25, "ALSO KNOWN AS LAKE SHORE ROAD OR M-25", (100 FT. WD.) DISTANT NORTH 86° 26' 06" EAST, 2644.54 FT. AS MEASURED ALONG THE SOUTH LINE OF FRACTIONAL SECTION 31 (FISHER ROAD) AND NORTH 11° 05' 55" WEST, 948.67 FT. AS MEASURED ALONG THE EASTERLY LINE OF SAID LAKE SHORE ROAD TO THE POINT OF BEGINNING:

THENCE NORTH 11° 05' 55" WEST, 336.80 FT., CONTINUING ALONG THE EASTERLY LINE OF SAID LAKE SHORE ROAD;

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CONTAINING 4.396 ACRES, MORE OR LESS, OF LAND IN AREA.

INCLUSIVE OF ANY AND ALL RIPARIAN RIGHTS INCIDENT TO THIS PROPERTY AND LAKE HURON THAT MAY BE GRANTED UNDER THE LAWS OF THE STATE OF MICHIGAN.

EXHIBIT C

Legal Description of Lake Huron Parcel being purchased by Purchaser

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN; DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 2644.11 FEET ALONG THE SOUTH SECTION LINE; THENCE N11°05'55"W 948.67 FEET ALONG THE WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE TO THE POINT OF BEGINNING; THENCE N11°05'55"W 100.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE N85°39'13"E 574.02 FEET; THENCE S11°05'13"E 100.70 FEET ALONG THE SHORE OF LAKE HURON; THENCE S85°39'13"W 574.00 FEET TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 1.32 ACRES.

EXHIBIT D

Form of Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS **that the County of Genesee, a body politic and corporate,** whose address is 1101 Beach Street, Flint, Michigan 48502, conveys and warrants to the **Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended,,** whose address is G-4610 Beecher Road, Flint, Michigan 48532, all of its right, title and interest in the following described property situated in the Township of Worth, Sanilac County, Michigan, described as:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWN 9 NORTH, RANGE 17 EAST, WORTH TOWNSHIP, SANILAC COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N86°26'07"E 1389.24 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF BEGINNING; THENCE N02°09'00"E 1949.41 FEET; THENCE S86°13'00"E 712.37 FEET ALONG THE SOUTH LINE OF A 66 FOOT WIDE EASEMENT FOR ABANDONED HOLLISTER ROAD; THENCE ALONG A CURVE TO THE RIGHT WITH A LENGTH OF 563.52 FEET, A RADIUS OF 18043.43 FEET, A DELTA OF 1°47'22" AND A CHORD BEARING AND DISTANCE OF S11°59'36"E 563.50 FEET ALONG THE WET RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S11°05'55"E 1302.44 FEET ALONG SAID WEST RIGHT OF WAY LINE OF LAKESHORE DRIVE; THENCE S86°26'07"W 1154.00 FEET ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 40.57 ACRES.

(the "Property") together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto for the sum of _____ Dollars and Zero Cents ($_____.00), subject to easements and building and use restrictions of record, if any.

Dated this ____ day of _____, 201__.

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

County Treasurer's Certificate		Township Treasurer's Certificate
When Recorded Return To: Jeffrey Wright, Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Send Subsequent Tax Bills: Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Drafted By: Kevin Kilby, Attorney McGraw Morris P.C. 2075 W. Big Beaver Rd., Ste. 750 Troy, MI 48084

This deed is exempt from Michigan county and state transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

Recording Fee: $_____ Transfer Tax $_____

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS **that the County of Genesee, a body politic and corporate,** whose address is 1101 Beach Street, Flint, Michigan 48502, conveys and warrants to the **Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended,**, whose address is G-4610 Beecher Road, Flint, Michigan 48532, all of its right, title and interest in the following described property situated in the Township of Worth, Sanilac County, Michigan, described as:

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(the "Property") together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto for the sum of _____ Dollars and Zero Cents ($_____.00), subject to easements and building and use restrictions of record, if any.

Dated this ____ day of _____, 201__.

Signed by:

By _____
Printed Name:
Its:

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 201__, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

County Treasurer's Certificate		Township Treasurer's Certificate
When Recorded Return To: Jeffrey Wright, Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Send Subsequent Tax Bills: Genesee County Drain Commissioner G-4610 Beecher Road Flint, Michigan 48532	Drafted By: Kevin Kilby, Attorney McGraw Morris P.C. 2075 W. Big Beaver Rd., Ste. 750 Troy, MI 48084

This deed is exempt from Michigan county and state transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

Recording Fee: $_____ Transfer Tax $_____

EXHIBIT E

Form of Closing Memorandum

CLOSING MEMORANDUM

THIS CLOSING MEMORANDUM (the "Agreement") is entered into to be effective as of _____, 2012 (the "Closing Date"), by and between the County of Genesee, a body politic and corporate, having an address of 1101 Beach Street, Flint, Michigan 48502 ("Seller") and the Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended, having an address of G-4610 Beecher Road, Flint, Michigan 48532 ("Purchaser").

In connection with and in consideration of the closing ("Closing") of the transaction contemplated under that certain Purchase Agreement (the "Contract") dated to be effective as of _____, 2012 (the "Effective Date"), between Seller and Purchaser, covering that certain property (the "Property") located in Sanilac County, Michigan, and more particularly described in the Contract, Seller and Purchaser hereby agree as follows:

1. Proration Date. All prorations have been made as of 12:01 a.m., Flint, Michigan time, on the Closing Date, as if Purchaser were vested with title to the Property during the entire Closing Date.

2. Indemnification. Except as otherwise herein provided, any and all costs, expenses and liabilities relating to the operation, management or ownership of the Property (such costs, expenses and liabilities being herein referred to collectively as the "Ownership Obligations") arising or accruing during the period prior to the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Seller and will be paid by Seller promptly upon receipt of billing therefore. Any and all Ownership Obligations arising or accruing during the period from and after the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Purchaser and will be paid by Purchaser promptly upon receipt of billing therefore. To the extent not reflected in the closing statements (the "Closing Statements") evidencing the transaction contemplated under the Contract, Purchaser and Seller agree to adjust between themselves outside of Closing any amounts which are the responsibility of the other pursuant to this paragraph.

3. Real Estate Taxes. The Property is exempt from real estate taxes pursuant to Section 7m of Act 206 of the Michigan Public Acts of 1893, as amended, being MCL § 211.7m . In the event that the Property is subject to real estate taxes, the 2013 summer real estate taxes (those real estate taxes that are issued July 1, 2013) with respect to the Property shall be paid by Seller prior to their becoming delinquent, with Purchaser being charged at Closing an amount (if any) equal to that portion if such taxes which relate to the period after the Closing Date. The 2013 winter real estate taxes (those real estate taxes that are issued December 1, 2013) with respect to the Property shall be paid by Purchaser prior to their becoming delinquent, with Seller being charged at Closing an amount (if any) equal to that portion of such taxes which relate to the period before the Closing Date. Any apportionment of real estate taxes to be made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes for the current year differ from the amount so apportioned at Closing, the parties hereto shall make all necessary adjustments by appropriate payments between themselves following the Closing.

4. Brokerage Commissions. Seller and Purchaser each agree that they have not utilized the services of any other broker or finder in connection with the transaction set forth in this Agreement.

5. Errors or Omissions. Seller and Purchaser agree to adjust between themselves after Closing any errors or omissions in the prorations or adjustments set forth in the Closing Statements and any other prorations or adjustments made pursuant to the Contract. Notwithstanding anything contained herein to the contrary, such apportionments shall be deemed final and not subject to further post Closing adjustments if no such adjustments have been requested upon the earlier to occur of (a) ten (10) days after such time as all necessary information is available to make a complete and accurate determination of such apportionments, or (b) six (6) months following the Closing Date.

6. Interpretation. It is intended that the provisions in this Agreement be construed in pari materia with Article XIII, IX, and X of the Contract so as to maintain consistency between the provisions hereof and the provisions thereof. However, in the event of any unavoidable conflict between a provision in this Agreement and a provision in the Contract, the provision in this Agreement shall govern. In addition, the provisions of this Agreement shall control over any conflicting provisions in the other

documents executed in connection with Closing, including specifically, without limitation, that certain Assignment of Contracts of even date herewith executed by Seller and Purchaser.

7. Allocation of Liability. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

8. Survival. This Agreement and the agreements and the provisions contained herein shall survive Closing and the execution and delivery of any documents in connection therewith.

9. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

EXECUTED to be effective as of the day and year first above written.

SELLER:

The County of Genesee, Michigan

By: _____
Name: _____
Its: _____

PURCHASER:

Genesee County Drain Commissioner, as County Agency, pursuant to Act 342 of the Michigan Public Acts of 1939, as amended

By: _____
Name: _____
Title: _____

EXHIBIT F

Form of FIRPTA Affidavit

FIRPTA AFFIDAVIT

STATE OF MICHIGAN §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GENESEE §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Genesee County Drain Commissioner ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by the County of Genesee, a body politic and corporate ("Transferor"), the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. employer identification number is: #_____;

4. Transferor's office address is 1101 Beach Street, Flint, Michigan 48502.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED effective as of _____, 2013.

TRANSFEROR:

THE COUNTY OF GENESEE

By: _____
Name: _____
Its: _____

State of Michigan)
) ss
County of Genesee)

Personally came before me this _____ day of _____, 2013, _____, who is the _____ of Genesee County, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as his free act and deed upon the County Board's approval.

Notary Public _____
County of Saginaw, State of Michigan
My Commission Expires _____
Acting in the County of Genesee

13-20

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Human Resources Director to approve the Job Announcement for the position of County Controller is approved (a copy of the memorandum request and Job Description and Announcement being on file with the official records of this meeting).

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized and directed to commence a national search, and to circulate and publish the Job Announcement utilizing a budget not to exceed $5000.00.

BE IT FURTHER RESOLVED, that the Job Description for the County Controller shall be revised and brought back to this Board at its next meeting for approval.

BOARD OF COMMISSIONERS

B012313_
CDB:cdb
1-18-13
01-23-B02

B02

Revised
1-23-13

HUMAN RESOURCES

1101 BEACH STREET, ROOM 337
FLINT, MICHIGAN 48502-1454
PHONE: (810) 257-3034 FAX: (810) 768-7097

TO: Jamie Curtis, Board Chair
Genesee County Board of Commissioners

FROM: Donita Pikes, Director
Human Resources

DATE: February 18, 2013

RE: Genesee County Controller Recruiting

The Human Resources Department is requesting approval to start the recruiting process to fill the Genesee County Controller vacancy. Attached for approval are the job announcement and the job description for the position.

HUMAN RESOURCES

1101 BEACH STREET, ROOM 337
FLINT, MICHIGAN 48502-1454
PHONE: (810) 257-3034 FAX: (810) 768-7097

GENESEE COUNTY VACANCY

COUNTY CONTROLLER

Genesee County is recruiting for a County Controller. The County Controller serves at the pleasure of the nine member County Board of Commissioners and is the chief financial officer of the County. The fiscal year general fund budget is $78,603,044 and the total budget exceeds $153 million. The County's workforce is diverse and highly unionized with approximately 1000 regular employees and seasonal workers. The County Controller oversees a staff of nine employees that includes budget, payroll, accounting, accounts payable, and risk management. Additionally, the County Controller serves as an Ex-officio member of the Genesee County Employees Retirement System, the VEBA Trust and the self-funded property/casualty program.

QUALIFICATIONS:

Education: Master's degree in accounting, finance, economics, business administration, public administration or related field. Professional accounting certifications will be given consideration.

Experience: At least five years of public finance administration with at least three years in a supervisory capacity.

Salary: The salary range for the position is $90,000 - $110,000 and will be set by the Board of Commissioners depending upon prevailing circumstances.

Interested applicants must submit a detailed resume by U.S. mail, email or fax to:

Genesee County
1101 Beach Street
Room 337
Flint, MI 48502
(810) 257-3034
Email: applications@co.genesee.mi.us
FAX: (810) 768-7097

The application deadline is

Date posted

COUNTY CONTROLLER

GENERAL STATEMENT OF DUTIES: Performs highly responsible professional administrative duties as the Chief Financial Officer of Genesee County which includes planning, organizing, coordinating and directing the financial activities of the County; serves as a Trustee to the VEBA Trust; serves at the sole discretion and is appointed by the Board of Commissioners and work is reviewed by the Board and independent auditors; performs related duties as required.

STATEMENT OF TASKS:

Responsible for preparation of the County budget;
Directs the maintenance of a central accounting system consistent with established municipal accounting principles and practices;
Directs accounting functions in sufficient detail to produce adequate cost, financial and statistical data for management purposes to meet statutory requirements;
Provides documents to implement the disbursement of all funds in accordance with officially established procedures;
Prepares financial statements, cost reports and statements of receipts and expenditures at regular intervals for use by the Board and other officials;
Develops and is responsible for an internal audit system which ensures financial controls;
Closely interacts with County Corporation Counsel and Human Resources Director regarding overall County operations;
irects the County's liability insurance program and the risk management program (excluding personnel benefit programs);
Participates in the negotiation of leases and the sale and purchase of property;
Supervises employees of the Controller's office, and Risk Management office.

The statement of tasks above is intended to be sufficient to identify the class and be illustrative of the many duties that may be assigned. It should not be interpreted to describe all of the duties an employee assigned to this class may be required to perform.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of general laws and administrative policies governing County financial practices and procedures;
Thorough knowledge of internal audit practices;
Thorough knowledge of manual systems;
Thorough knowledge of computer systems;
Knowledge of risk management;
Knowledge of retirement administration and investments;
Ability to formulate and install standard accounting methods, procedures, forms and records;
Ability to prepare informative financial reports;
Ability to supervise staff and evaluate work performed by subordinates;
Ability to plan, organize and direct the work of subordinate employees in the specialized fields of accounting and risk management.

Ability to establish and maintain harmonious working relationships with other department heads and government officials;
Ability to make highly effective oral and written presentations;
Ability to attend work regularly and work under stressful conditions.

MINIMUM QUALIFICATIONS:
Master's degree in accounting, finance, economics, business administration, public administration or a related filed –OR- Certified Professional Accountant.

-**AND**-

At least five (5) years of experience in public finance administration with at least three (3) years experience in a supervisory capacity.

Established: April 10, 1971
Revised: December 31, 1991
Revised: June 26, 2001
Revised: January 16, 2013

_____
Human Resources Director

13-21

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Building and Grounds Supervisor to approve asbestos abatement in the four areas of the County Administration Building identified in the attached pricing proposal as numbers 1, 2, 5 and 6, to be performed by Abatement Services, Inc., of Flint, Michigan, is approved (a copy of the memorandum request and proposal being attached to this resolution).

BE IT FURTHER RESOLVED, that, with the exception of no. 6, all work shall be performed on weekends so as to limit the interference with county business.

BE IT FURTHER RESOLVED, that the Assistant Controller is authorized and directed to appropriate from the General Fund $33,125 to the Building and Grounds department to fund this project, and the Chairperson of this Board is authorized to sign the contract for this project on behalf of Genesee County.

PUBLIC WORKS COMMITTEE
(On agenda with permission of Board and Committee Chairpersons)

P012313_
CDB:cdb
1-22-13
01-23-P01

Certified

Abatement * Remediation * Management * Sales * Services

Services

Incorporated

PROPOSAL

January 18th, 2013

Genesee County Administration Building
Attention: Raymond Zanke
1101 Beach St.
Flint, MI 48502
Tel. # 810-257-3001
Email # rzanke@co.genesee.mi.us

Re: Genesee County Administration Building
Storage Closets/Data Room
ACM - Fireproofing
ASBESTOS ABATEMENT

Mr. Zanke,
Certified Abatement Services, Incorporated (CASI) would like to thank you for the opportunity to quote the specified work at the above referenced project. Please review the following.

SCOPE:
We can supply labor, supervision, materials, equipment, insurance including waste hauling and disposal to abate the specific visible and accessible asbestos items as specified including and based on the following; The following scopes and prices are based on premium time (time and a half and double time) due to the weekend scheduling. All pricing includes reapplying non-acm fireproofing.

1. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within the 3rd floor storage room - **$9,850.00**
2. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within storage room# 259 - **$7,975.00**
3. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within the basement file room next to room 93 - **$9,700.00**
4. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within the basement phone room/IT room - **$16,275.00**
5. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within the phone closet in the purchasing department on the 2nd floor - **$7,100.00**
6. CASI will abate (under a negative full pressure enclosure/containment) the asbestos containing fireproofing from within the 2nd floor storage closet of Family Community Credit Union - **$9,850.00**
   ***if this work is performed during the week Monday – Thursday: $8,200.00**

- ***Utilities:*** (electric & water) shall be supplied by Owner
- ***Schedule per area:*** **Friday:** (Set-Up/Decontaminate Files and Contents/Start Abatement),
  Saturday: (Complete Abatement and Get Final Air Clearance)
  Sunday: (Re-Spray and Tear Down)
- ***Monitoring:*** Third party abatement monitoring shall be by Owner

All work will be performed in compliance with all current applicable Local, State and Federal regulations including; 29CFR 1926.1101 Asbestos Exposure in all work, MI PA 440 Training and Accreditation, 29CFR 1926.58 OSHA Construction Industry Standard, MI ACT 135 Asbestos Contractors licensing act, the Federal Clean Air Act, 40CFR PART 61 National Emission Standard for Hazardous Air Pollutants and 40CFR PART 61 subpart "M" MDNR guidance for submitting Notifications, including the Resource Conservation Recovery Act.

Upon receipt of an executed proposal, when required, a notification of intent to remove asbestos will be filed with the proper regulatory agency or agencies. Surfaces that can be decontaminated will be protected at the contractor's discretion. The removal of asbestos pipe and or pipe fitting TSI, for the purposes of unit pricing, shall be based on the O.D. of the asbestos material.

Additionally the Owner, Lessee and or Contractor shall indemnify, defend and hold harmless CASI, its affiliates, officers, employees and heirs from any and all claims, liabilities, procedures, costs and expenses, including attorney's fees arising from, or in connection with, the aforementioned project, except only such claims caused solely by the gross negligence, or willful misconduct of CASI in the performance of the aforementioned contracted scope of work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this quote. Encapsulation and or initial cleaning projects where ACM remains within the facility carry no warranty and are complete upon compliance with the Michigan general industry construction standard air clearance level. All agreements are contingent upon strikes, accidents or delays beyond our control.

All project schedules must align with CASI's work load or price is subject to change. All stored items, materials, tools, equipment and items not bolted to the structure currently located within the work area shall be removed from the work area by the Owner and or others prior to mobilization and set up by CASI. Unless written authorization is received from CASI, baseline air monitoring is required on all projects.

With regard to the performance of the work detailed herein this contract under "Scope", CASI's limit of liability shall not exceed ten thousand US dollars or the value of this contract whichever is the lesser, including any applicable change orders applied thereto, in connection with, the aforementioned project, except only such claims caused solely by the gross negligence, or willful misconduct of CASI in the performance of the aforementioned contracted scope of work.

Owner must carry fire, tornado, peril, and other necessary insurances. Our workers are fully covered by Workmen's Compensation Insurance.

Cancelation of contract to perform work described herein, for any reason beyond the control of the contractor, will subject the owner contractor to a minimum cancelation fee of $1,000.00.

All residential work will require 50% down-payment at the time of contract signing, with the balance due upon final air clearance. Payment on commercial industrial work is due in Full within 30 days of invoicing unless other provisions are specified here-in. Owner Contractor agrees that, any overdue invoice will be subject to a fee of 1.75% monthly (21% annual) and all legal fees and or other charges, related to the collection of any overdue invoice or any part thereof will be added to that invoice.

Authorized Signature: Luke Herrington

Luke Herrington Vice President

Note: This proposal may be withdrawn by us if not accepted within 7 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Confidentiality**: This proposal and or any and all support documentation, invoicing and or records related hereto are for the addressee only and must be held in the strictest of confidence. Violation of this clause may be perused to the fullest extent of the law. Payment will be made as outlined above.

Authorized Signature: _____ Date of Acceptance: ____/____/____

Owner or Authorized agent of the Owner **Title**

3715 Gorey Ave. * Flint Michigan 48506 * (810) 742-0600 * fax # (810) 742-1670

P012313_

ATTACHMENT P01

13-22

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Human Resources Director to approve the Professional Services Contract with Buck Consultants, LLC, whose principal place of business is located at 3000 Town Center, Ste. 1200, Southfield, Michigan 48075, said contract to substantially conform to the contract attached, with the exception that the term of the contract shall be for six months, is approved (a copy of the memorandum request and draft contract being attached to this resolution).

BE IT FURTHER RESOLVED, that the Chairperson of this Board is authorized to sign the contract on behalf of Genesee County.

PUBLIC WORKS COMMITTEE
(On agenda with permission of Board and Committee Chairpersons)

P012313_
CDB:cdb
1-22-13
01-23-P02
Revised
1-23-2013

P02

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a [State] [Entity Type], whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through [End Date] (the "Initial Term").

1.2 Extension Terms

The Board has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Purpose

This Contract is entered into for the purpose of providing consulting services related to employee healthcare and healthcare insurance.

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed $_____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is Donita Pikes, Human Resources Director (the "Contract Administrator"). The Contractor acknowledges that the

Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

DRAFT

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

DRAFT

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

BUCK CONSULTANTS, LLC	COUNTY OF GENESEE
By:_____	By:_____
John M. Lapinski	Jamie Curtis, Chairperson
Principal	Board of County Commissioners
Date:_____	Date:_____

DRAFT

EXHIBIT A
Description of the Services

The Contractor shall provide health care benefits consulting services as described in the Contractor's proposal, attached, to assist the County in developing and executing a benefits strategy that will:

- Maximize the value that the County and its employees and retirees receive from the County's benefit plan investment.
- Achieve economies of scale and operational efficiency by the appropriate number of best-in-class carriers and benefit administrators.
- Be well-regarded and received by plan participants, including those covered by collective bargaining agreements.
- Satisfy all state and federal regulatory requirements, including Michigan Public Acts 106 and 152 and the Federal Affordable Care Act of 2010.

The Contractor shall be paid a fixed rate of $7,200.00 per month for the performance of the Services. This fee shall cover all Services provided by the Contractor, except for Labor Hearings and Dependent Eligibility Audits. For any Labor Hearing, one of Contractor's consultants will participate at the appropriate hourly rate indicated in the Contractor's proposal. Any Dependent Eligibility Audit will be performed under a separate contract.

DRAFT

EXHIBIT B
Insurance Checklist

DRAFT