



**Special City Council Meeting
6:00 PM, MONDAY, SEPTEMBER 21, 2015
Conference Room
Farmington City Hall
23600 Liberty St
Farmington, MI 48335**

SPECIAL MEETING AGENDA

1. CALL TO ORDER

Roll Call

2. APPROVAL OF REGULAR AGENDA

3. PUBLIC COMMENT

4. UPDATE OF THE MDOT SCOPING PROJECT FINAL REPORT MEETING - OHM

A. Update of the MDOT Scoping Project Final Report Meeting - OHM

5. UPDATE OF RECREATION MASTER PLAN

A. Consideration of LSL Proposal for City of Farmington Recreation Master PAn update

6. REVIEW OF PROPOSED OFFERS TO PURCHASE OLD COURTHOUSE

A. Review of Proposal and Purchase Agreement for Old Courthouse Property

7. COUNCIL COMMENT

8. ADJOURNMENT

Motion To Adjourn

**Farmington City Council
Staff Report**

Council Meeting Date:
September 21, 2015

**Reference
Number
(ID # 2014)**

Submitted by: David Murphy, City Manager

Description: Update of the MDOT Scoping Project Final Report Meeting - OHM

Requested Action:

Review of MDOT Scoping Project final report

Background:

This item is a review of the MDOT Scoping Project Final Report for Grand River. Attached is the final report from the last meeting held on Sept. 9 at the Oakland County TSC.

Agenda Review

Review:

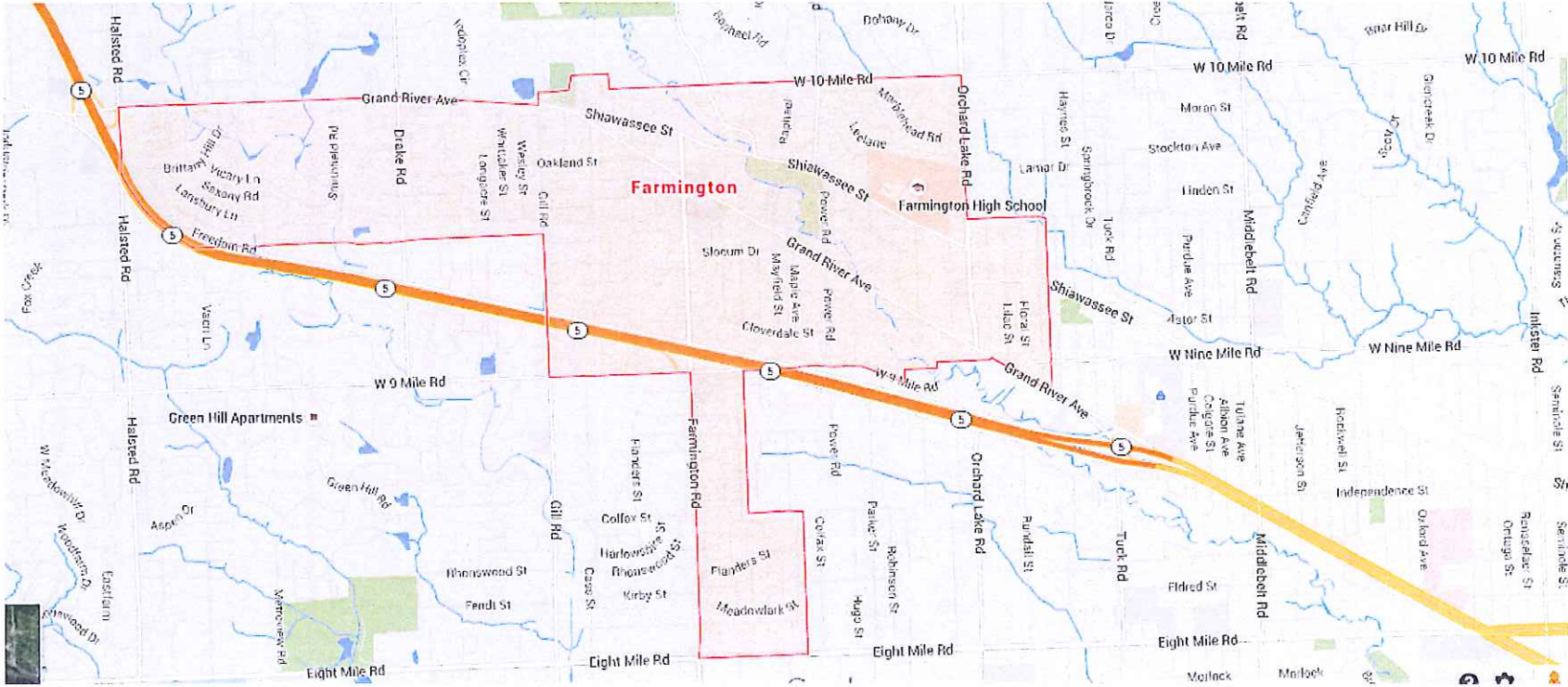
David M. Murphy **Skipped** **09/21/2015 12:40 PM**
City Manager **Skipped** **09/21/2015 12:40 PM**
City Council Completed **09/21/2015 6:00 PM**



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

The Project

Divided into 3 segments





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Segment 1, from 10 Mile Road to Shiawassee Street, mostly a five lane roadway. It includes the M-5 Interchange west of Halsted Road. This segment is dominated by apartment buildings on both sides of the road. The posted speed is 45 mph. Average daily traffic (ADT) counts on Grand River Avenue is 19,000 vehicles per day (VPD).



CS 63821/63022, JN125583
Grand River Avenue (Old I-96) from 8 Mile Road to 10 Mile Road
Metro Region Roadway Scoping



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Segment 2, from Shiawassee Street to M-5 end, it includes downtown Farmington and the M-5 interchange terminal, Average daily traffic (ADT) counts on Grand River Avenue is 19,000 vehicles per day (VPD).

1. This segment has three distinct portions:



- a. Shiawassee Street to Farmington Road, a four lane pavement within a 66-foot (ft) right-of-way (ROW) with mostly residential property frontages. Field measurements and as-built drawings indicated 40 feet from face of curb to face of curb. The posted speed is 35 and 25 mph.





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

b. Farmington Road to School Street, a four lane pavement with on-street parking and recent streetscape. The posted speed is 25 mph.



c. School Street to M-5, a five lane pavement with 10-ft wide lanes and sidewalks. The posted speed is 35 mph.

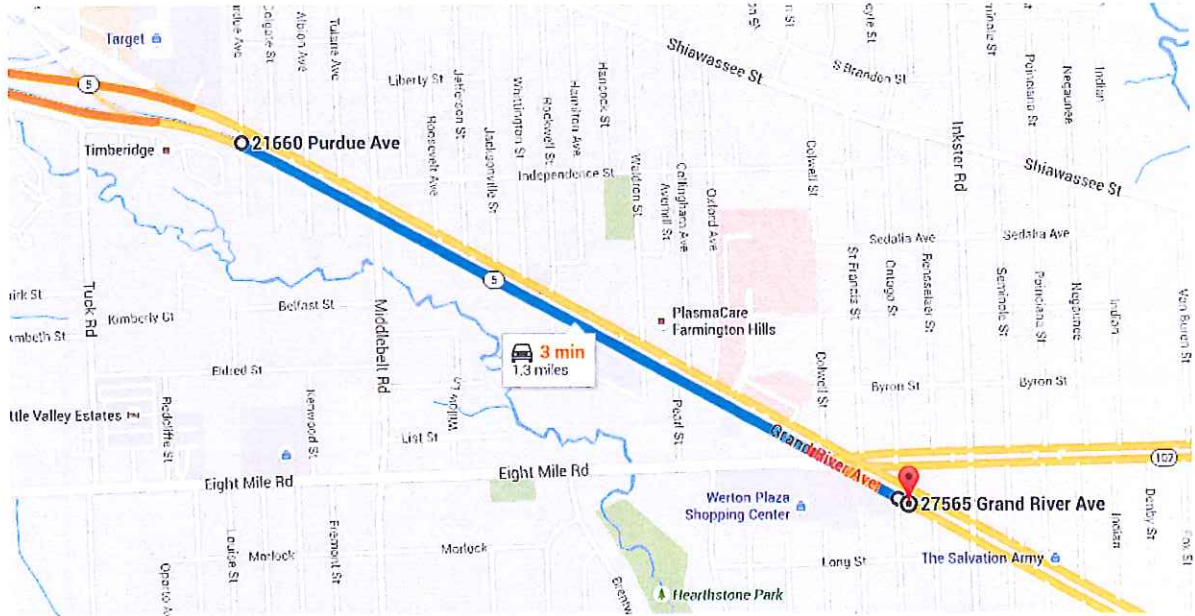


CS 63821/63022, JN125583
Grand River Avenue (Old I-96) from 8 Mile Road to 10 Mile Road
Metro Region Roadway Scoping



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Segment 3, from the end of M-5 to 8 Mile Road, an eight lane boulevard with sidewalks, mature trees in the median, and commercial frontage throughout. Average daily traffic (ADT) counts on Grand River Avenue 49,000 VPD. The posted speed is 45 mph.





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Selected Fix

Segment	Segment 1	Segment 2	Segment 3
Fix Type/Limits	10 Mile Road to Wilmarth Avenue	Wilmarth Ave to M-5 end	M-5 end to 8 Mile Road
3R			xx
3R with Diet			
4R	xx	xx	

Summary of Detailed Cost

Segment	Segment 1	Segment 2	Segment 3
Fix Type/Limits	10 Mile Road to Wilmarth Avenue	Wilmarth Ave to M-5 end	M-5 end to 8 Mile Road
3R	N/A	N/A	\$17.5 Million
3R with Diet	\$24.4 Million	\$20.0 Million	\$ N/A
4R	\$28.6 Million	\$20.7 Million	\$26.5 Million
Cost explanation	4R fix with bridge replacement and two shared paths included	4R fix with heavy driveway work and two shared paths	3R fix , with two shared paths but no signal work



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Overview list of project issues

Geometry

- Currently 10-ft and 11-ft wide lanes.
- Adequate horizontal and vertical alignments.
- Curb type is mixed (C, D, F), and is mostly substandard. Ponding is common throughout.

Parking

- Existing on-street parking exists only between Farmington Road and School Street.

Pavement

- Original concrete pavement beneath HMA pavement section has concrete or HMA widening throughout the corridor, some on grade.

Drainage

- Curbs currently do not meet the spread requirements.
- Ponding is problematic, caused by multiple HMA overlays.
- Ponding was observed at street returns, driveways, and sidewalk ramps.
- Sewer inspection revealed concrete pipes in fair to good condition.

Non-Motorized

- Sidewalk exists on both bounds, minor gaps were noted.

Local Agency requests

- Local Agencies made specific requests for shared paths and bike facilities.
- Issues/notes/recommendations made by the local agencies.



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

ROW

ROW is anticipated at intersection for radii improvements, and at driveways for ADA compliance. Major ROW needs are anticipated at:

- Segment 1
 - At the Halsted Road northwest (NW) quarter. The BP Gas Station may be subject to a total take due to its small size and the necessary radius improvement.
 - At apartment buildings where ROW is too low or too high
 - At ROW lines where retaining walls were observed

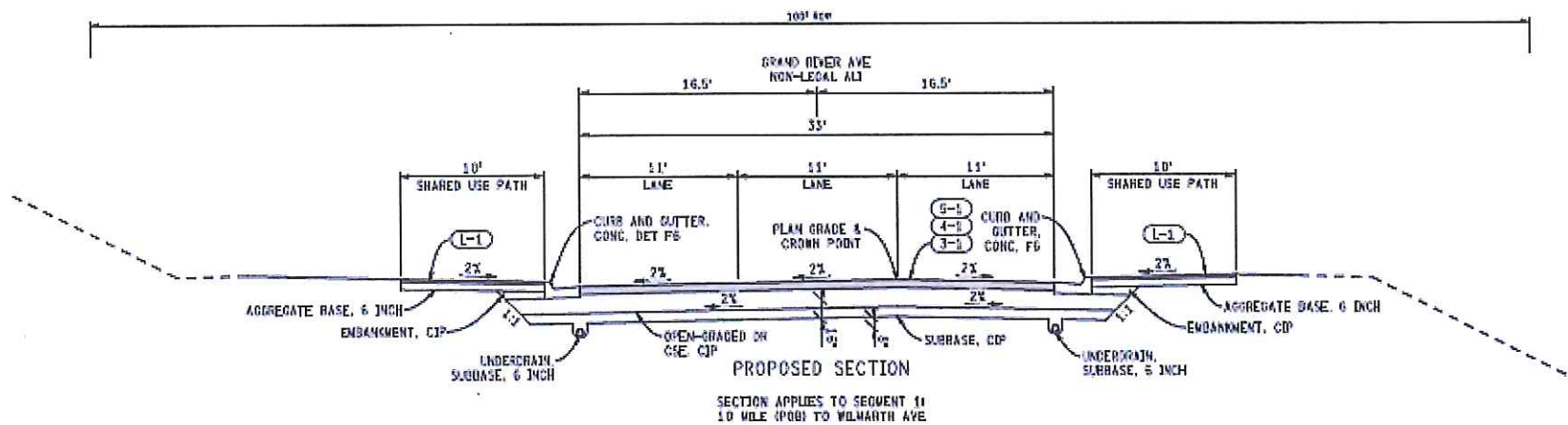


- Segment 2 at all driveways between Shiawassee Street and Farmington Road, grading permits will be needed.



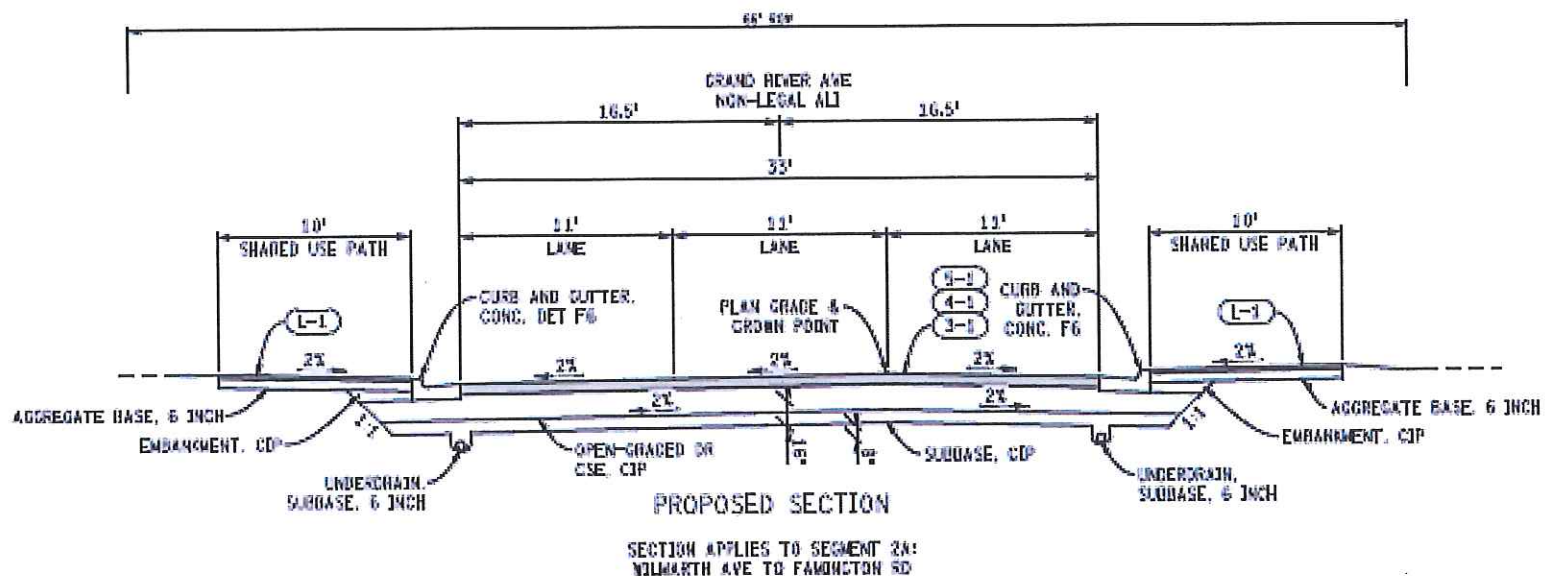
Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Proposed Cross section



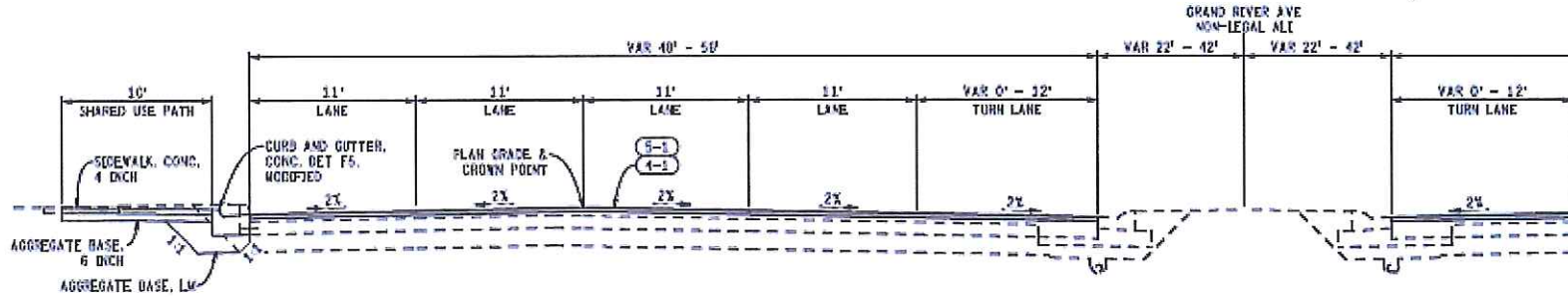


Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



PROPOSED SECTION
SECTION APPLIES TO SEGMENT 3:
M-5 TO 8-MILE (POB)

Non-Motorized

The scope is to add shared paths as shown on the typical sections.



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Drainage

The existing storm drainage system has been evaluated to verify that it has adequate capacity to serve the corridor limits.

Drainage areas were developed for each sewer system to the outlet. Outlets consist of open and enclosed Oakland County Drains, which include the Caddell Drain, Shiawassee Drain, Tulane Drain, and Clarenceville Drain. A copy of the Oakland County Drain map is included in Appendix 1 of Section 23. Other outlets include Tarabush Creek (tributary to Caddell Drain) and the Rouge River.

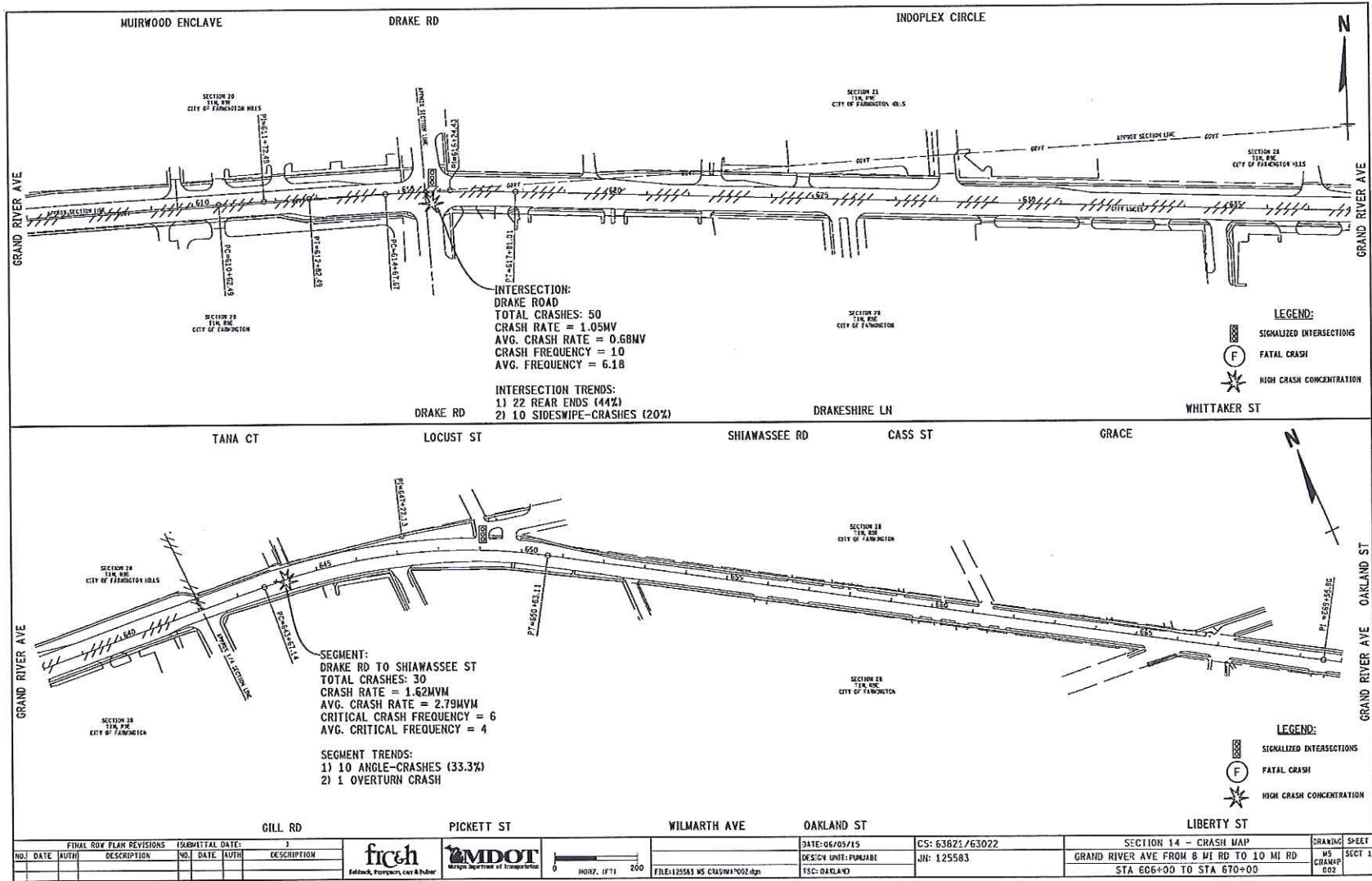
Conclusions

In general, the existing storm sewer system has adequate capacity to serve the corridor. Maintenance of the storm sewer system should be completed to avoid future structural failure, and sediment removed to maintain capacity. The section of Grand River Avenue between M-5 and 8 Mile Road can be retrofitted to accommodate stormwater contributions from private adjacent properties. However, further detailed investigation including topographic survey should be completed to evaluate pipe capacity and stormwater retention/detention needs.



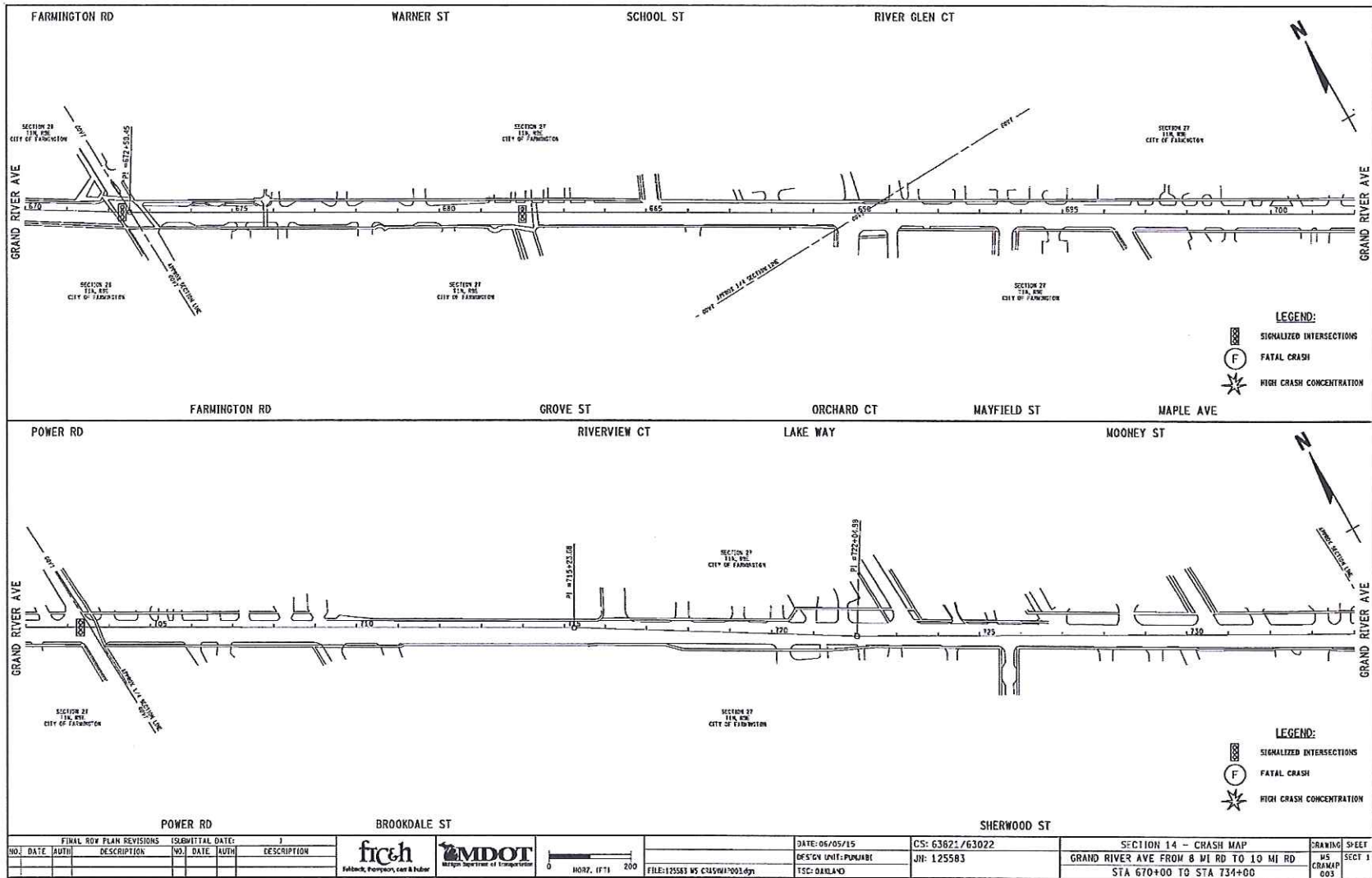


Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review





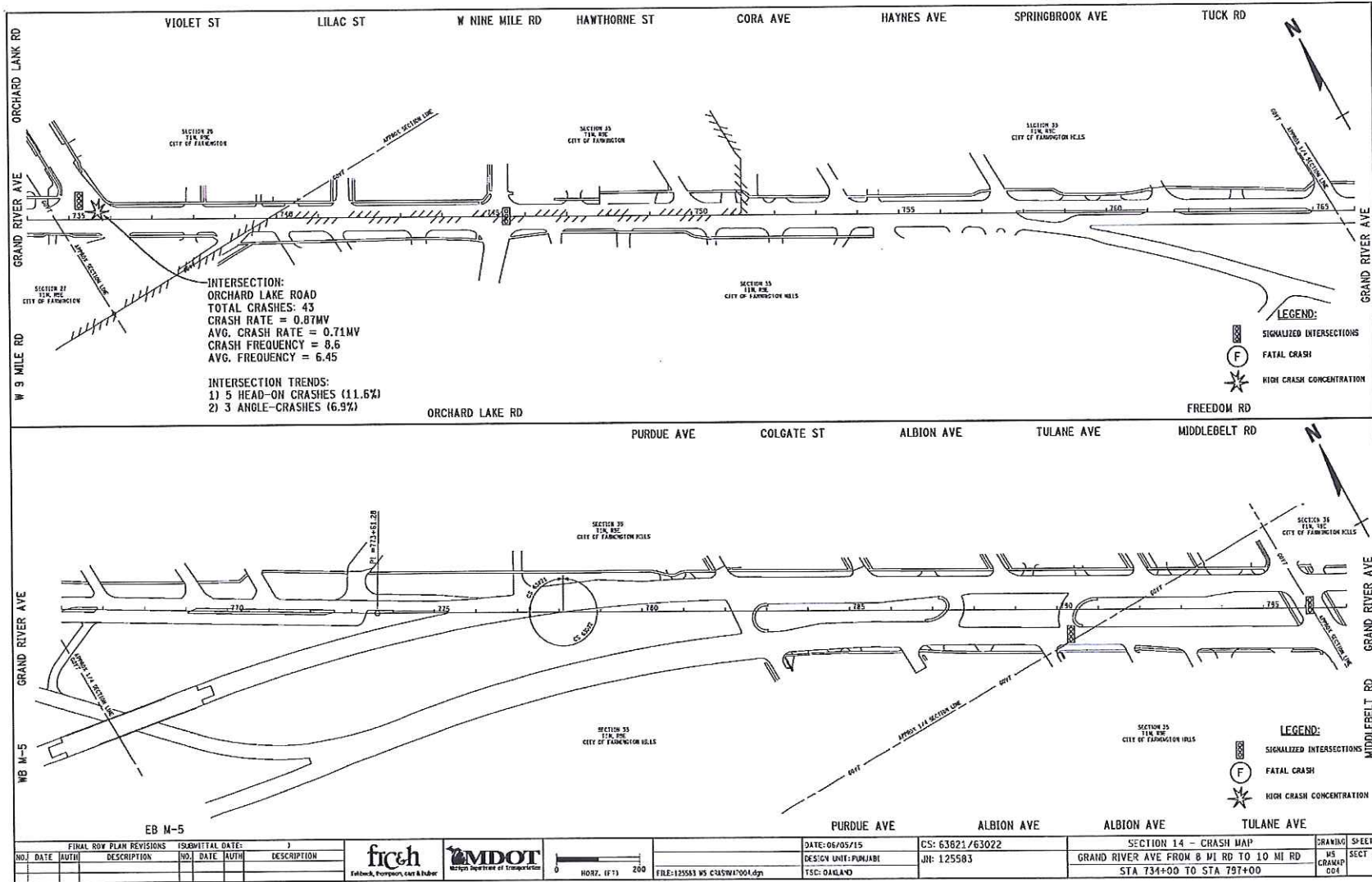
Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



CS 63821/63022, JN125583
Grand River Avenue (Old I-96) from 8 Mile Road to 10 Mile Road
Metro Region Roadway Scoping



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

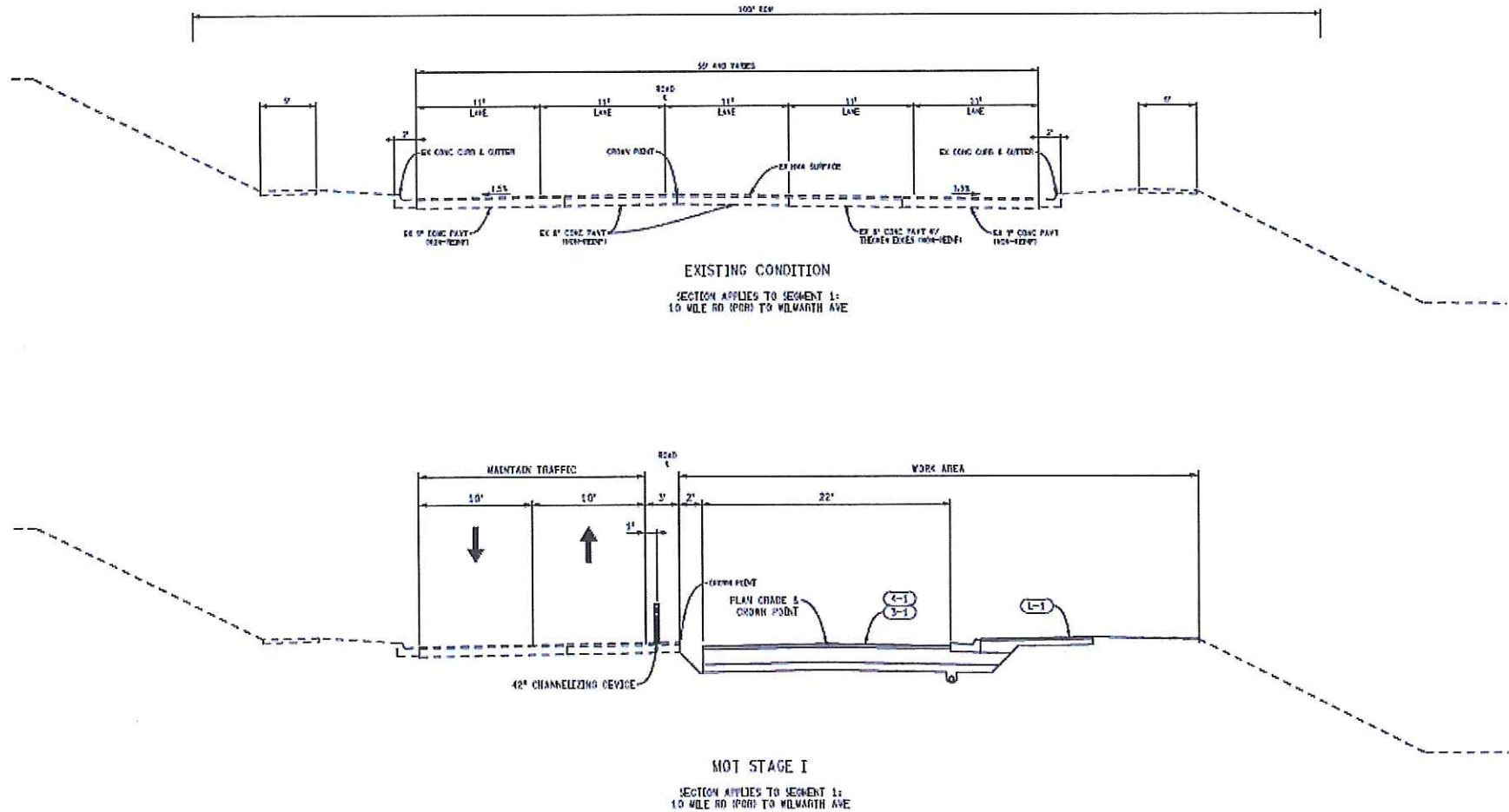


CS 63821/63022, JN125583
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 Metro Region Roadway Scoping



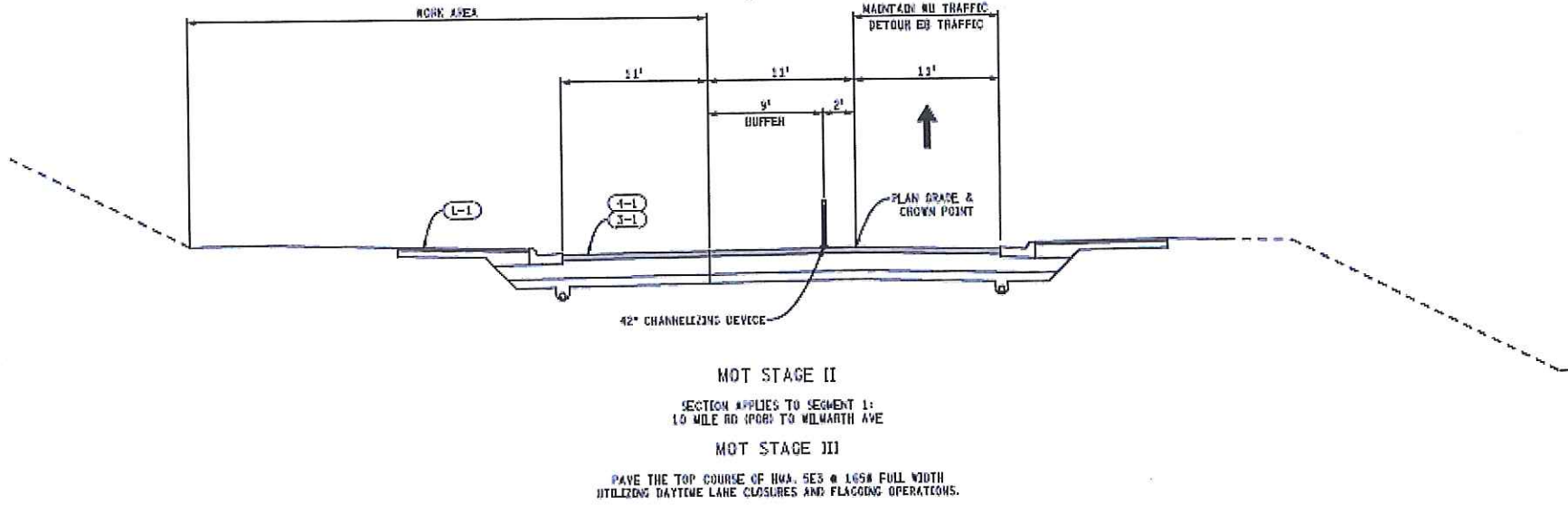
Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Maintaining Traffic Concepts



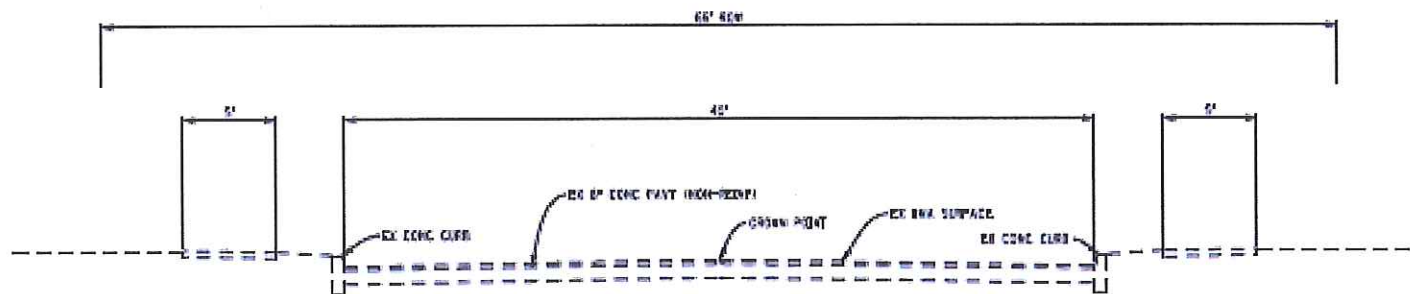


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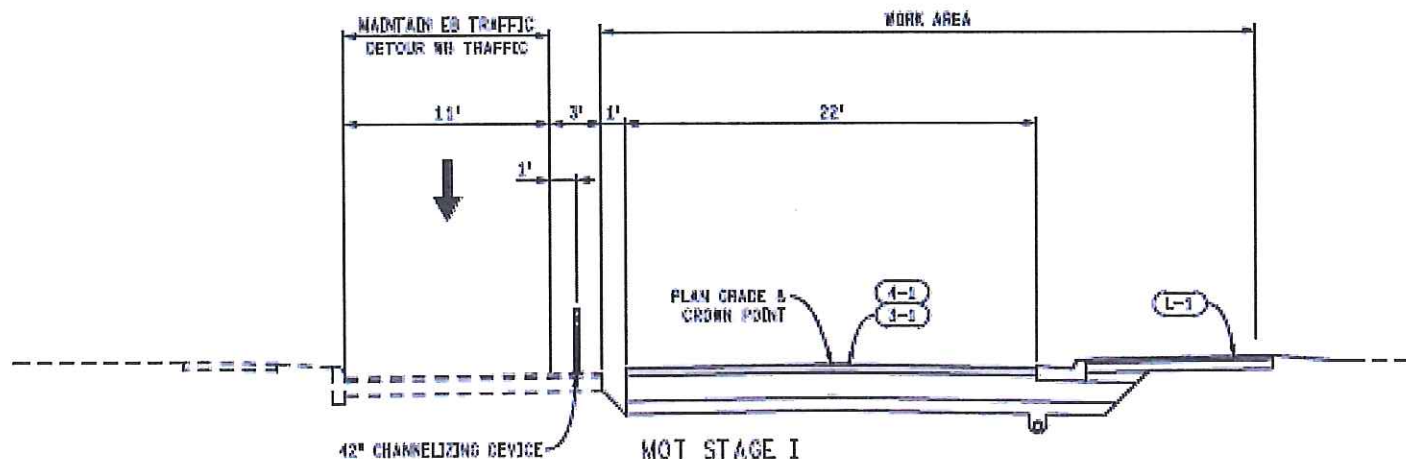




Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



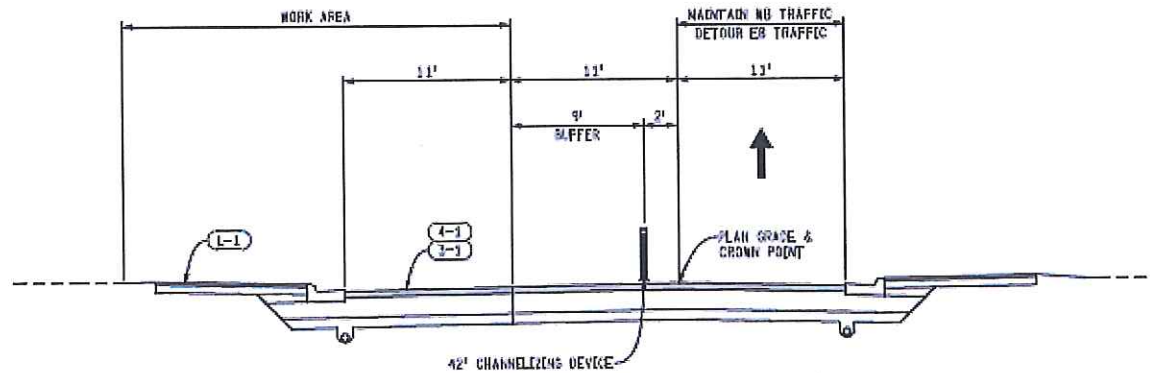
EXISTING SECTION
SECTION APPLIES TO SEGMENT 2A:
WILMARTH AVE TO FARMINGTON RD



SECTION APPLIES TO SEGMENT 2A:
WILMARTH AVE TO FARMINGTON RD



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



MOT STAGE II

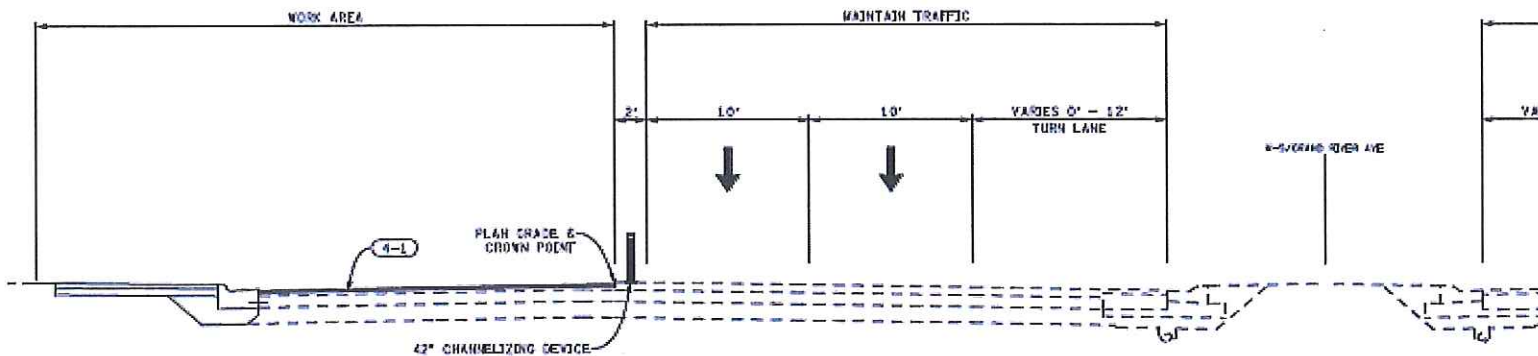
SECTION APPLIES TO SEGMENT 2A1
WILMARTH AVE TO FARMINGTON RD

MOT STAGE III

PAVE THE TOP COURSE OF HVA, SES @ 165# FULL WIDTH
UTILIZING DAYTIME LANE CLOSURES AND FLAGGING OPERATIONS.



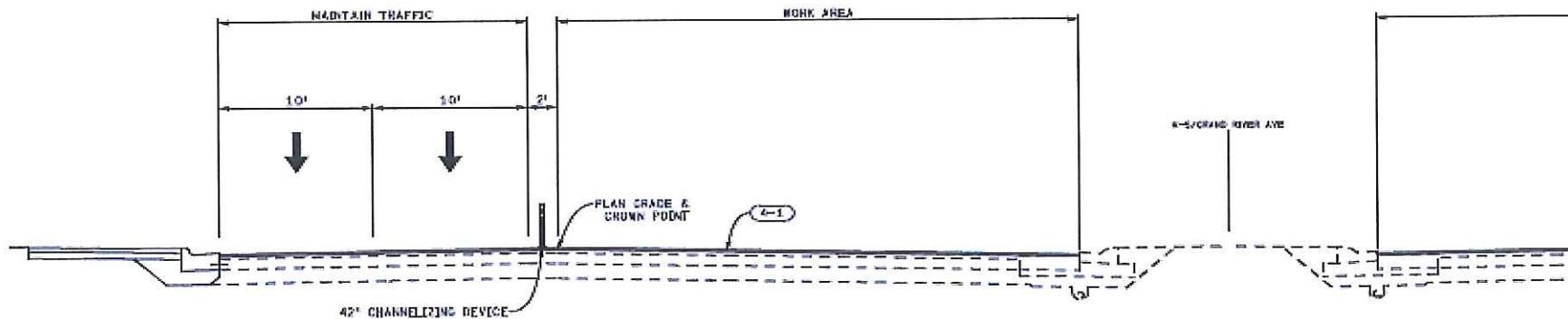
Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



MOT STAGE I
SECTION APPLIES TO SEGMENT 31
M-5 TO 6-MILE (POE)



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



MOT STAGE II
SECTION APPLIES TO SEGMENT 3:
M-5 TO 6-MILE (POB)
MOT STAGE III
PAVE THE TOP COURSE OF HMA, 5CS @ 185# FULL WIDTH
UTILIZING DAYTIME LANE CLOSURES AND FLAGGING OPERATIONS.

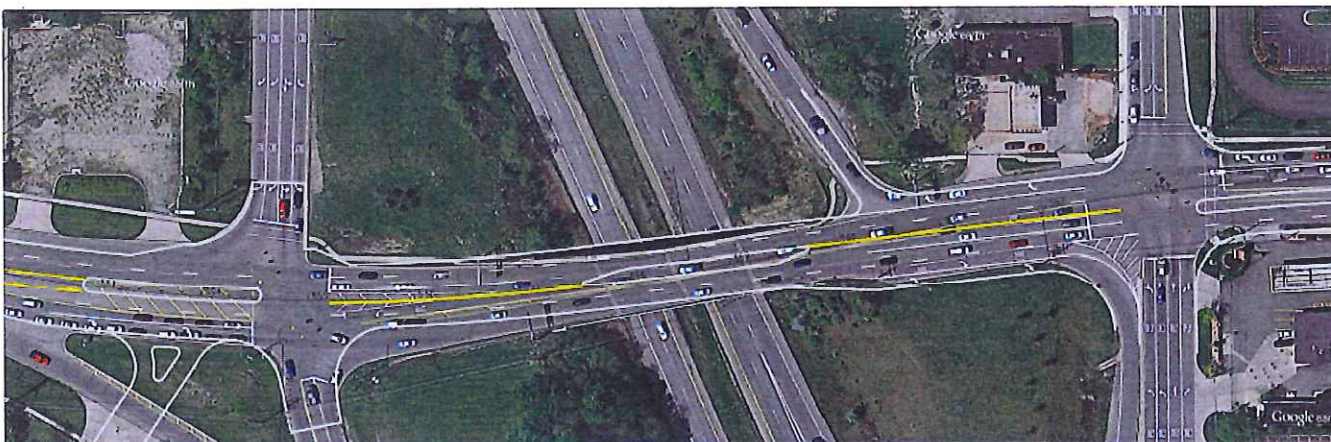


Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Interchange Alternatives

Grand River Avenue at M-5 / Ten Mile Road (North Interchange)

1) Narrow Boulevard





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

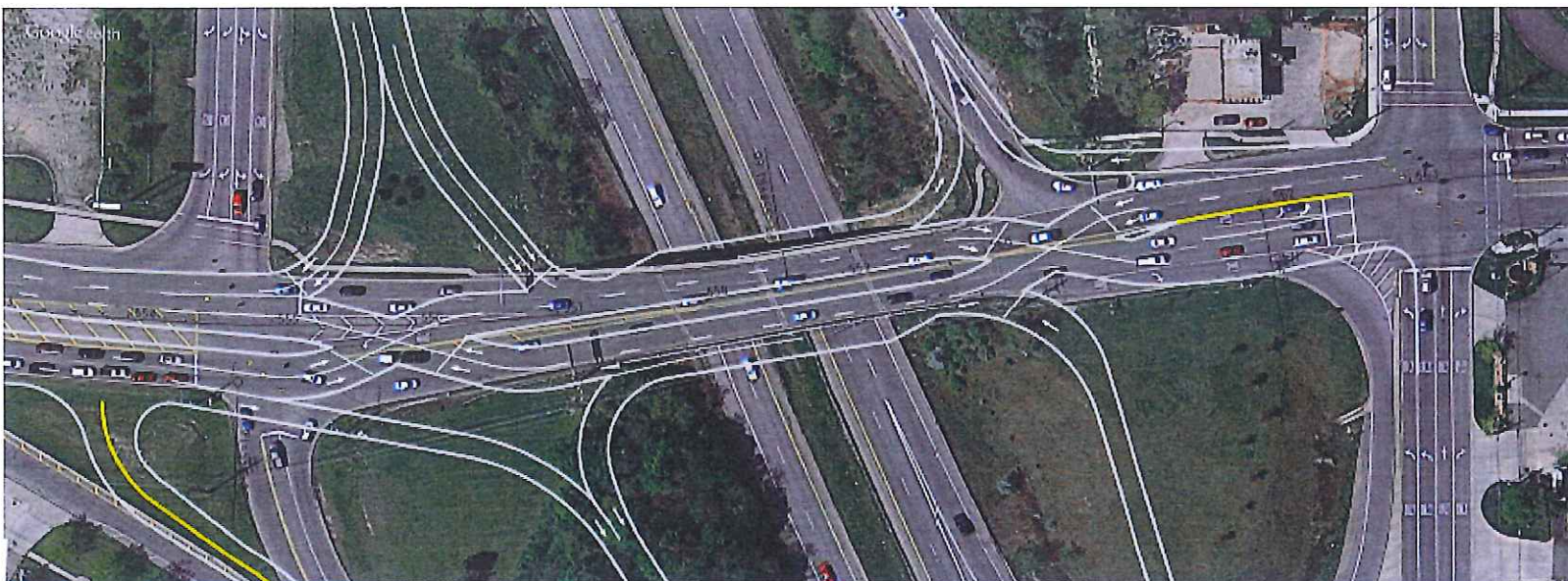
2) Double Roundabout





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

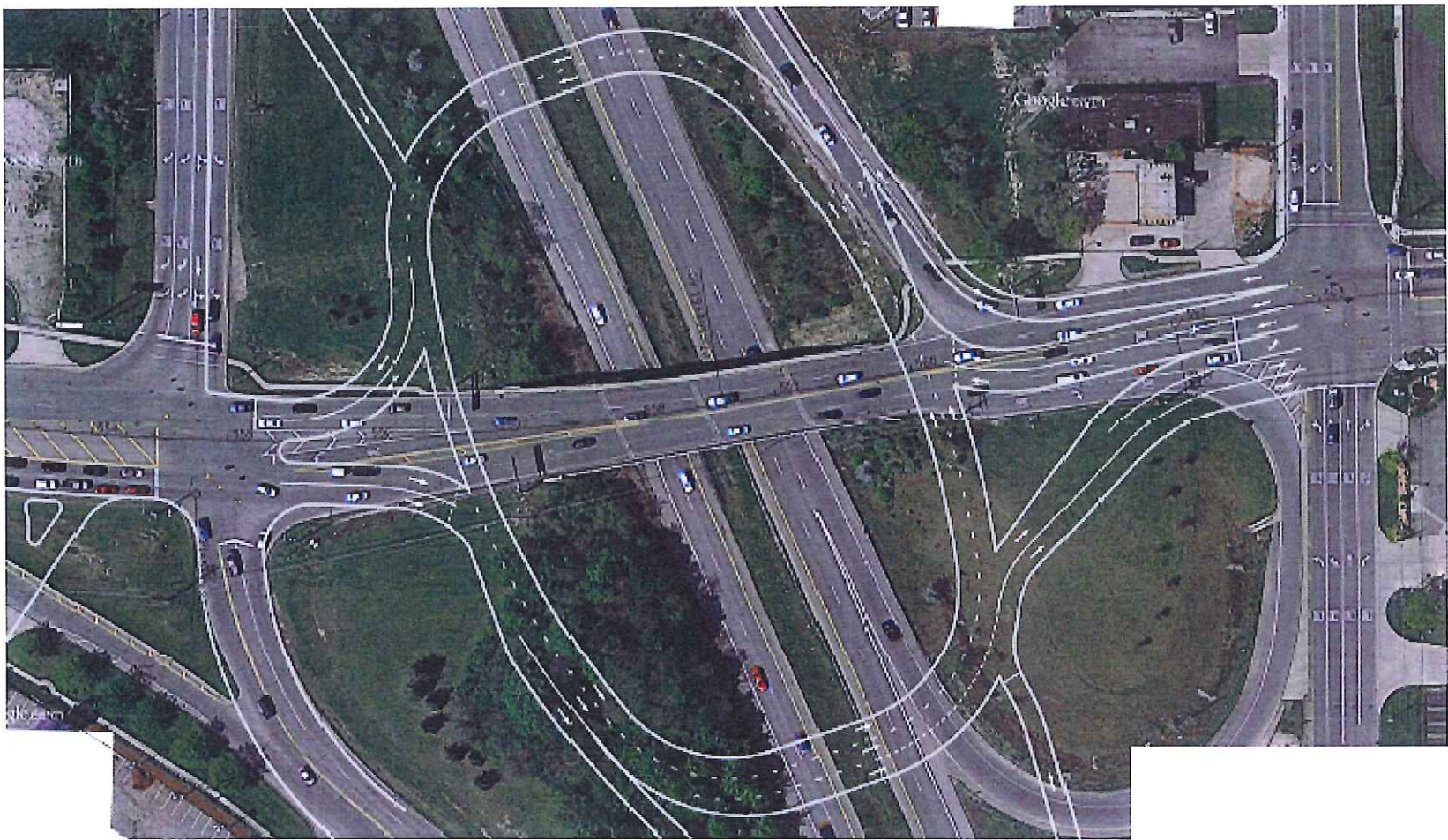
3) Diverging Diamond





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

4) Star Interchange



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Metro Region Roadway Scoping



**Grand River Avenue, 8 to 10 Mile Roads
Preliminary Report Review**

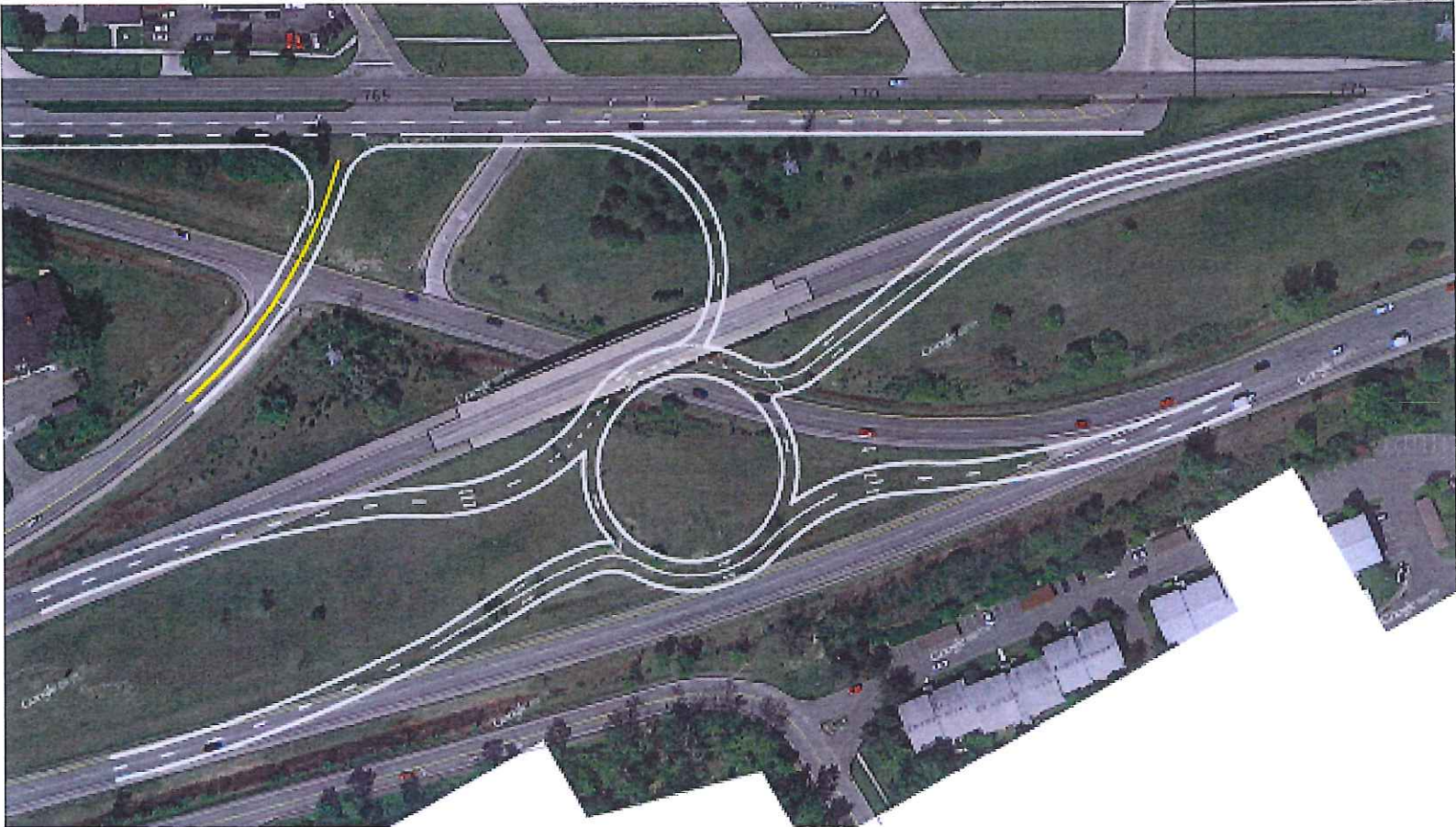
Alternative	Pros	Cons	Cost Above Default
Narrow Boulevard	<ul style="list-style-type: none"> - Increased LT storage to NB and SB Halstead Rd - Similar to existing operation 	<ul style="list-style-type: none"> - Retains dual LT movement from NB Freedom Rd 	\$1,500,000
Double Roundabout	<ul style="list-style-type: none"> - Slower running speed - Narrow bridge required 	<ul style="list-style-type: none"> - ROW impacts - Some movements become complex - Not pedestrian friendly 	\$2,900,000
Diverging Diamond	<ul style="list-style-type: none"> - Increased capacity for M-5 turning movements 	<ul style="list-style-type: none"> - No improvement to EB Grand River to NB Halstead 	\$3,100,000
Star Interchange	<ul style="list-style-type: none"> - Reduced conflict points - Increased capacity for turning movements 	<ul style="list-style-type: none"> - Reduction in through movement capacity - Two bridges over M-5 	\$9,000,000



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Grand River Avenue at M-5 Freeway End (South Interchange)

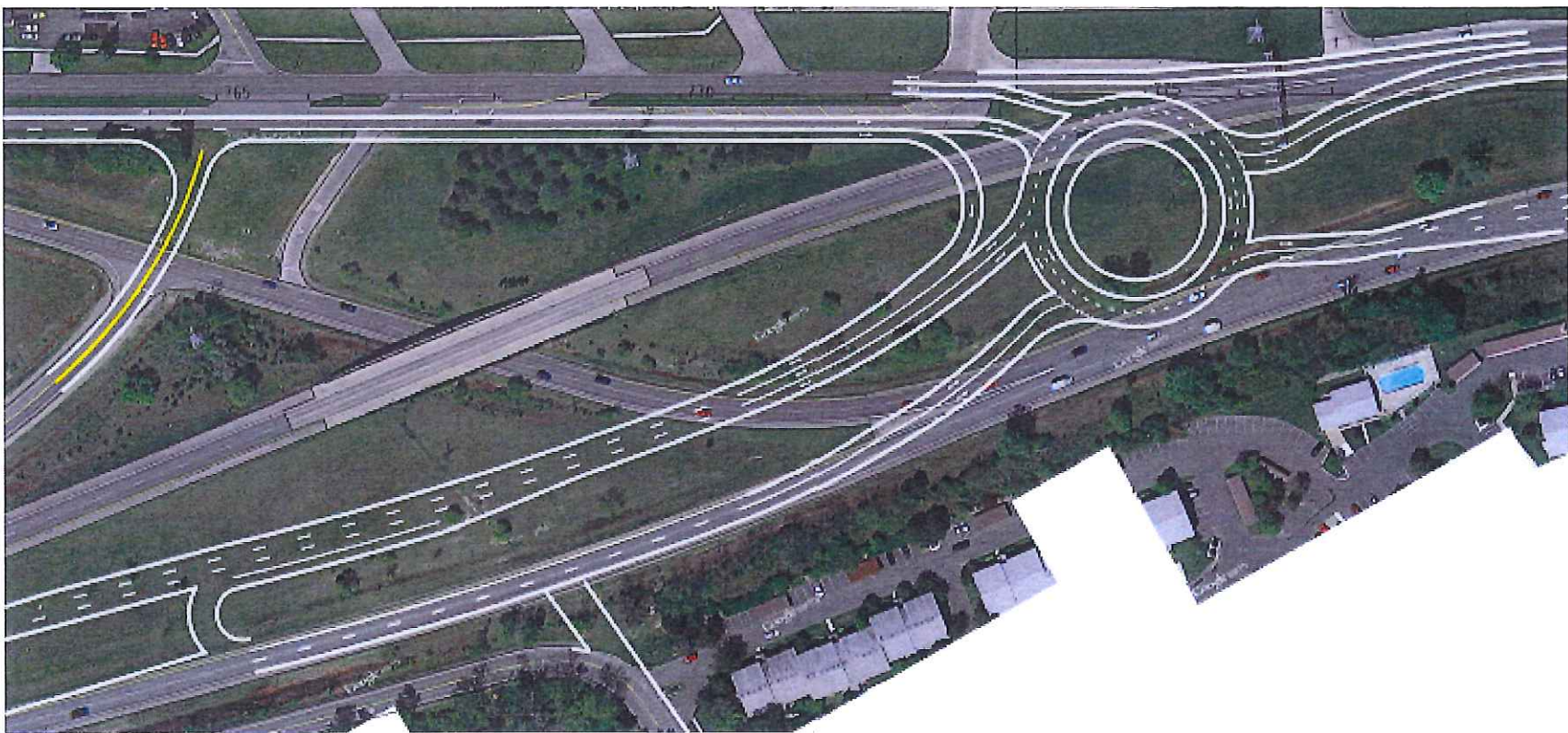
1) Roundabout Junction





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

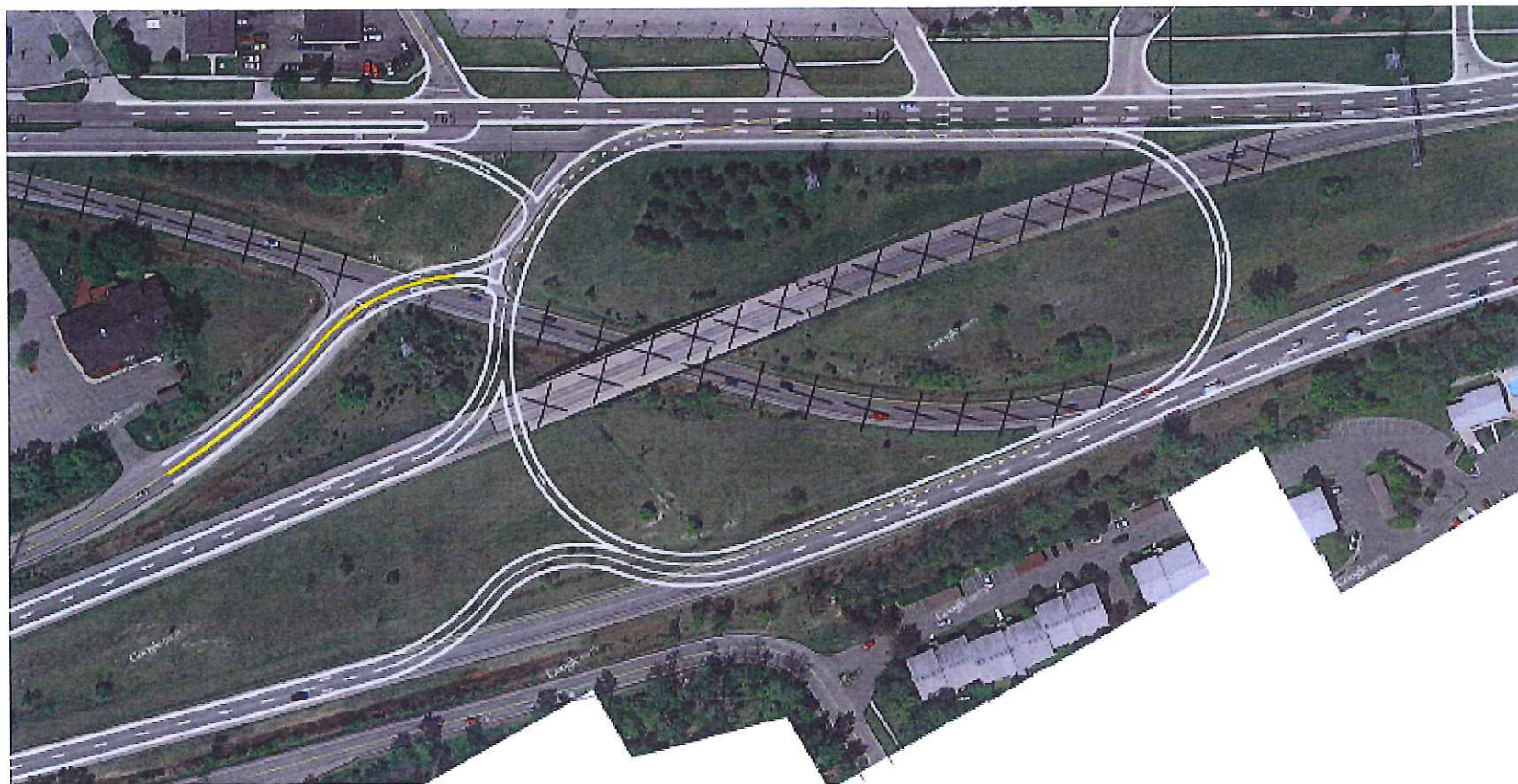
2) Roundabout with Extended Boulevard



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



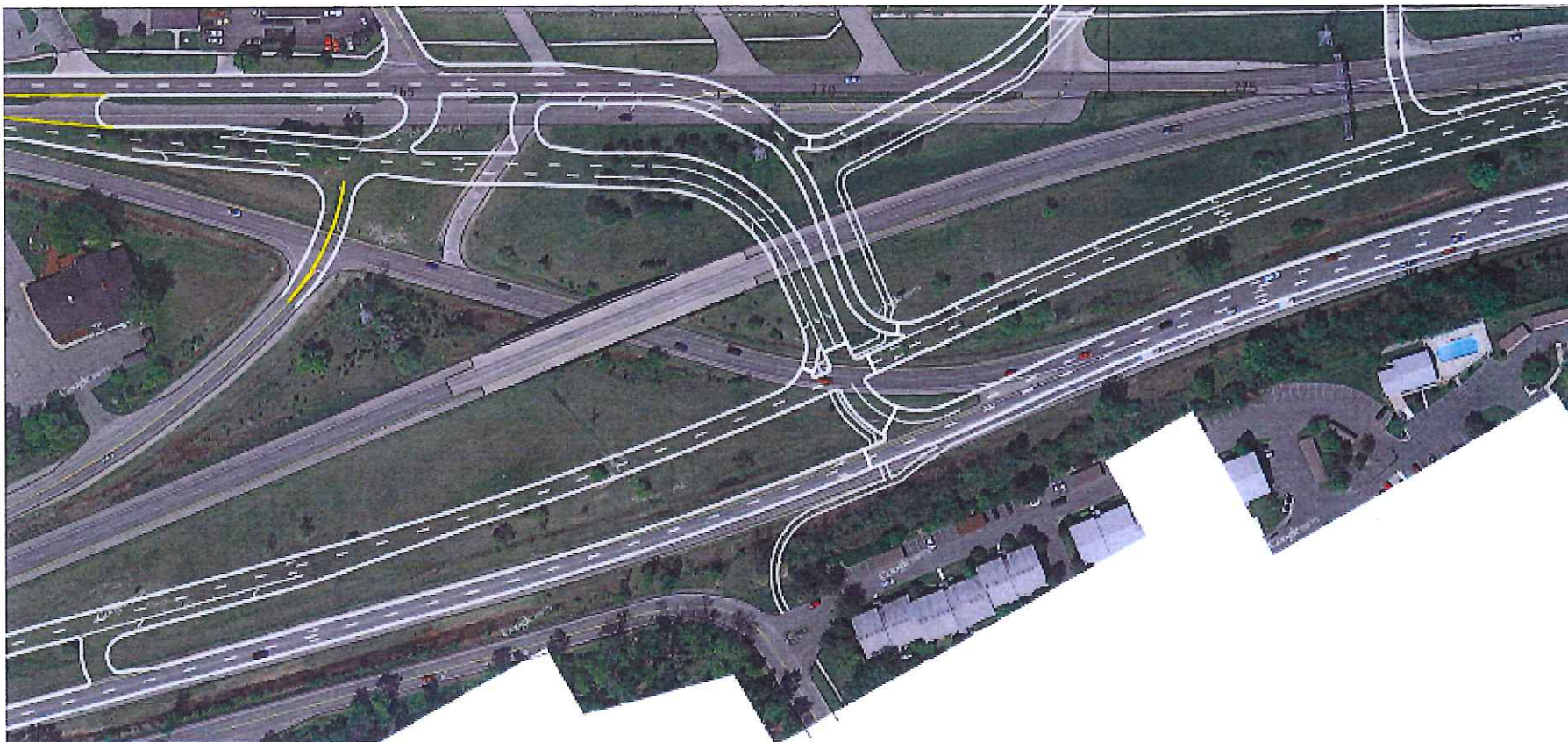
3) One-Way Circulating Roadway



Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review



4) Grand River Avenue T-intersection





Grand River Avenue, 8 to 10 Mile Roads Preliminary Report Review

Alternative	Pros	Cons	Cost Above Default
Roundabout	- Slows traffic	- EB Grand River movement capacity reduced - Free-flow does not improve ped access	\$3,800,000
Roundabout with Extended Boulevard	- Slows traffic - Opens large area for other uses	- EB Grand River movement capacity reduced - Free-flow does not improve ped access	\$6,000,000
One-Way Circulating Roadway	- Slows traffic - Good capacity	- EB Grand River movement capacity reduced - Free-flow does not improve ped access	\$4,500,000
Grand River T-intersection	- Establishes M-5 as primary movement - Improved ped access	- Reduced access options to drives along EB Grand River - Recovered space bound by roadways	\$7,700,000

**Farmington City Council
Staff Report**

Council Meeting Date:
September 21, 2015

**Reference
Number
(ID # 2015)**

Submitted by: David Murphy, City Manager

Description: Consideration of LSL Proposal for City of Farmington Recreation Master Plan Update

Requested Action:

Review of LSL proposal and discussion on moving forward with the Park and Recreation Master Plan update

Background:

The 2015/16 budget has money in it for a Park and Recreation Master Plan. Attached is a proposal from LSL to update the plan. LSL will be in attendance at the meeting to discuss the proposal and next steps.

Agenda Review

Review:

David M. Murphy Skipped 09/21/2015 12:40 PM
City Manager Skipped 09/21/2015 12:40 PM
City Council Completed 09/21/2015 6:00 PM



September 14, 2015

Kevin Christiansen, AICP
Director of Community Development
City of Farmington
Farmington, MI 48336

Dear Mr. Christiansen:

Per our conversations, the LSL Team is pleased to provide you with a basic scope and budget to help prepare a Parks and Recreation Plan update for the City of Farmington. As we discussed, this plan can be useful to the City by providing a framework to implement parks and recreation recommendations based on the Master Plan, Grand River Vision Plan, and 2013 Farmington Vision Plan.

With a registered Parks and Recreation Plan, the City can qualify for grant money through the Michigan Department of Natural Resources (MDNR). Their priorities in the recent past have included improvements in semi-urban communities like Farmington, especially for pathway and non-motorized projects. Since these elements relate to the City's vision initiatives to Stay Connected and Get Active, now is a good time to consider parks and recreation in a more detailed way. As proposed, this update will include the following:

- Survey Monkey design and analysis to solicit public feedback.
- Demographic and map updates.
- Goals and recommendations based on public and staff input.
- Updates to the parks system to include new and proposed projects
- Final plan adoption and DNR submission assistance.

For this project, LSL will be putting you in good hands. Your Project Manager will be Michelle Foster. Michelle has rich experience in parks and outdoor amenity planning through her work with the Northwest Council of Governments; including MDNR grants. Maxwell Dillivan, who will also be a team member, has worked on numerous parks plans including Lapeer, Antwerp Township and Algoma Township.

The following budget is provided for our discussion, and may be revised based on the City's funding availability, public engagement desires and meeting interest. Please review and let me know when you are available to discuss the scope and project kickoff. We are looking forward to working with you on this project.

Sincerely,

LSL Planning, a SAFEbuilt LLC Company

Handwritten signature of Caitlin Malloy-Marcon in blue ink.

Caitlin Malloy-Marcon
Senior Planner

Handwritten signature of Michelle Foster in black ink.

Michelle Foster
Project Planner

FARMINGTON 2015 PARKS AND RECREATION PLAN

	Planner Role Rate	Time Costs			Cost by Task	Meetings
		Michelle	Max	Caitlin		
		PM \$83	Mapping & Layout \$72	QC \$105		
PHASE I: PREPARATION AND KICK OFF						
Kick-off with Kevin		4		2	\$542	Staff
Inventory update		4			\$332	
Initial Mapping			10		\$720	
Demographic Update		6			\$498	
PHASE II: ANALYSIS & DISCUSSIONS WITH CITY						
Develop Inventory and Analysis Tables		6			\$498	
Analysis of parks accessibility		4			\$332	
Survey prep & analysis		4	4		\$620	
Survey distribution assistance (schools, newsletter, website, facebook)		3			\$249	
Meeting with City (or P/R commission) to discuss plan goals and direction		2			\$166	Staff
Initial Recommendations based on City meeting		8	6		\$1,096	
PHASE III: FIRST DRAFT DEVELOPMENT						
Presentation to City of First Draft		4			\$332	PC
Text revisions based on City input		8			\$664	
Map revisions based on City input			6		\$432	
PHASE IV: FINAL DRAFT & ADOPTION						
Preparation of Final Draft		6	8		\$1,074	
Public Hearing		3			\$249	PC
Adopted Draft		2			\$166	
MDNR Forms, Mail Draft to State and Regional agencies		2			\$166	
ADMINISTRATION						
Misc. Calls with Kevin		2		2	\$376	
Quality Review		4		2	\$542	
	Total Hours	72	34	6		
	Time Costs	\$5,976	\$2,448	\$630	\$9,054	
				Expenses	\$270	
					\$9,324	
		34 miles	5 trips	170		
			misc printing	100		

**Farmington City Council
Staff Report**
Council Meeting Date:
September 21, 2015

**Reference
Number
(ID # 2016)**
Submitted by: David Murphy, City Manager

Description: Review of Proposal and Purchase Agreement for Old Courthouse Property

Requested Action:
Background:

This item is a review of a proposal and a draft purchase agreement for the old courthouse property. Attached is background information and copies of both the recently submitted proposal and purchase agreement.

Agenda Review
Review:

David M. Murphy	Skipped	09/21/2015 12:40 PM
City Manager	Skipped	09/21/2015 12:40 PM
City Council Completed		09/21/2015 6:00 PM

BUILDING SITE ALMOST 4 ACRES. CITY WILL ALLOW MANY USES.



32795 W 10 Mile Rd
 Farmington, Michigan

F O R S A L E

Exclusively listed by

Dan Blugerman, CCIM
Vice President
 T: 248.476.3700
 F: 248.476.3560
dblugerman@thomasduke.com

THOMAS A. DUKE COMPANY
 COMMERCIAL & INVESTMENT REALTORS

www.thomasduke.com

TABLE OF CONTENTS

EXTERIOR PROPERTY PICTURES	3
PROPERTY DESCRIPTION	4
SURVEY	5
CONCEPTUAL PLANS	6-8
AERIAL	9
AREA MAP	10
DEMOGRAPHICS	11-12

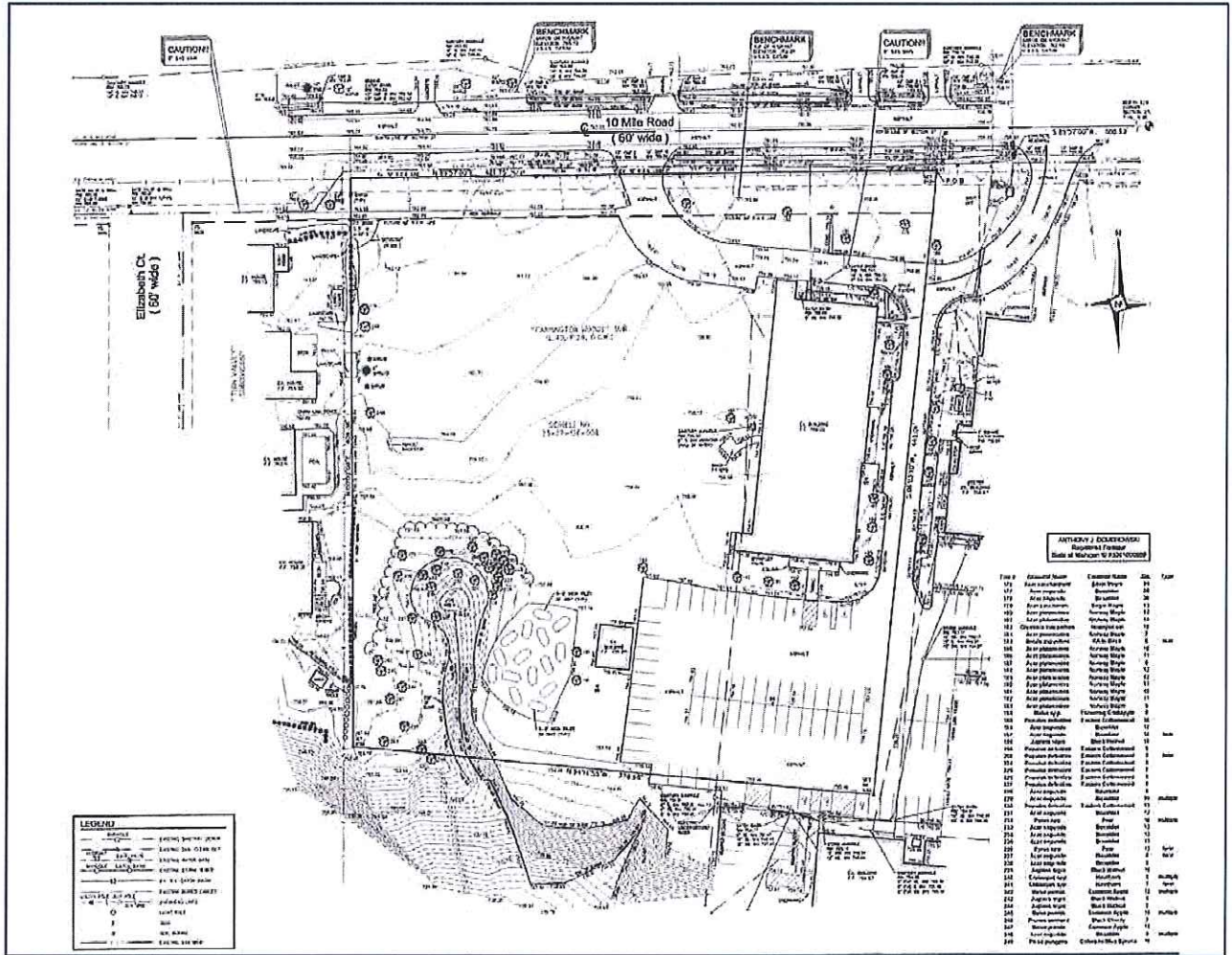
EXTERIOR PROPERTY PICTURES



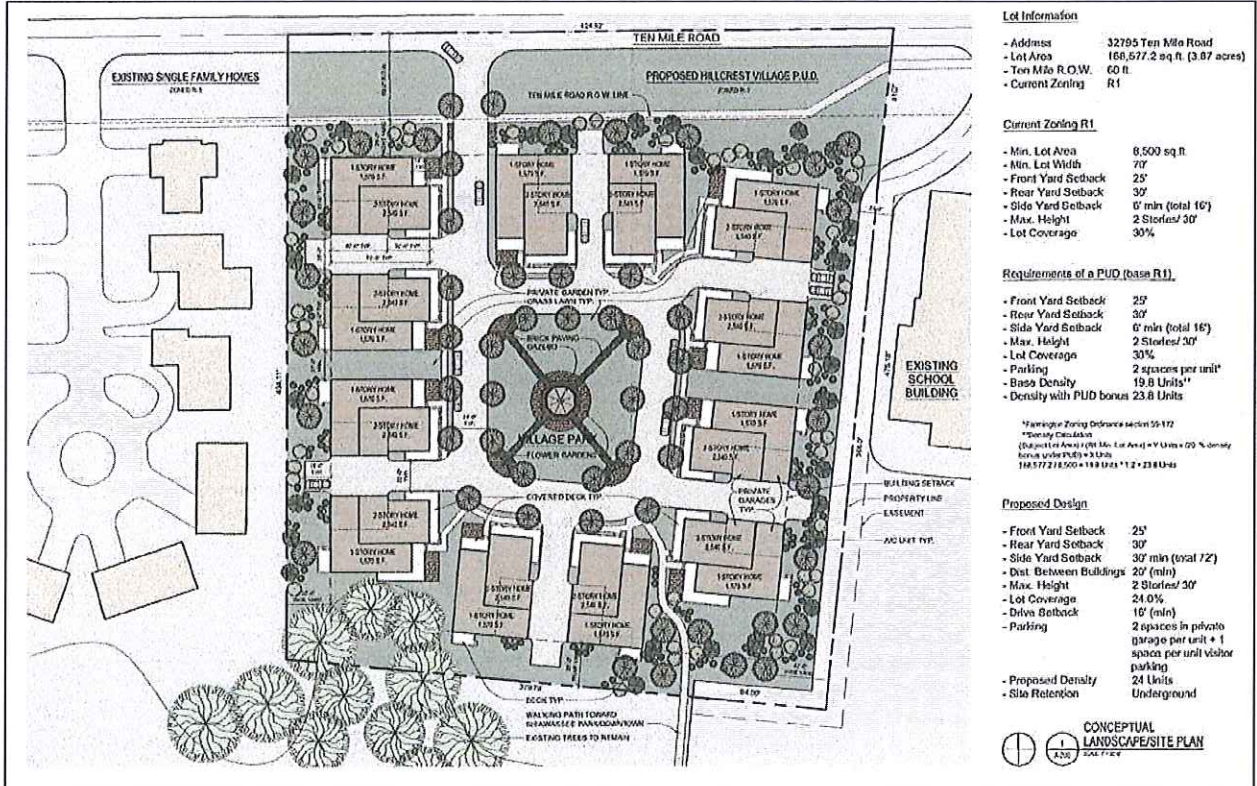
PROPERTY DESCRIPTION

PROPERTY ADDRESS	32795 W. 10 Mile Road, Farmington, MI
LOCATION MARKET	On the south side of 10 Mile Road, east of Farmington Road, west of Power Road.
PARCEL ID NUMBER	23-27-126-004
LEGAL DESCRIPTION	T1N, R9E, SEC 27 FARMINGTON WOODS ALL THAT PART OF LOTS 1 TO 4 INCL & LOTS 25 TO 29 INCL & LOTS 49 & 50 ALL DESC AS BEG AT PT DIST S 89-52-02 W 886.53 FT FROM N 1/4 COR, TH S 05-58-12 W 475.18 FT, TH N 84-19-53 W 379.78 FT, TH N 00-19-14 E 434.11 FT, TH N 89-52-02 E 424.92 FT TO BEG
ZONING	R1 – Residential Single Family, Duplex, Senior Living, and other uses possible. Seller is City of Farmington, which will consider all uses compatible with surrounding areas.
UTILITIES	City Water and Sewer
SURROUNDING BUSINESSES	Farmington Public Schools central office and transportation center. Our Lady of Sorrows Church and School.
SIZE	Land: 3.87 Acres Building: 15,652 SF
YEAR BUILT	1950's, converted to 47 th District Court in 1978
OCCUPANCY	Seller wants proposal that includes demolition of current building. The price has been adjusted to allow for this expense to Purchaser.
SALE PRICE	\$425,000.00
TERMS	Seller will consider the income from future real estate taxes and the addition of new households to the community when evaluating purchase and development proposals.

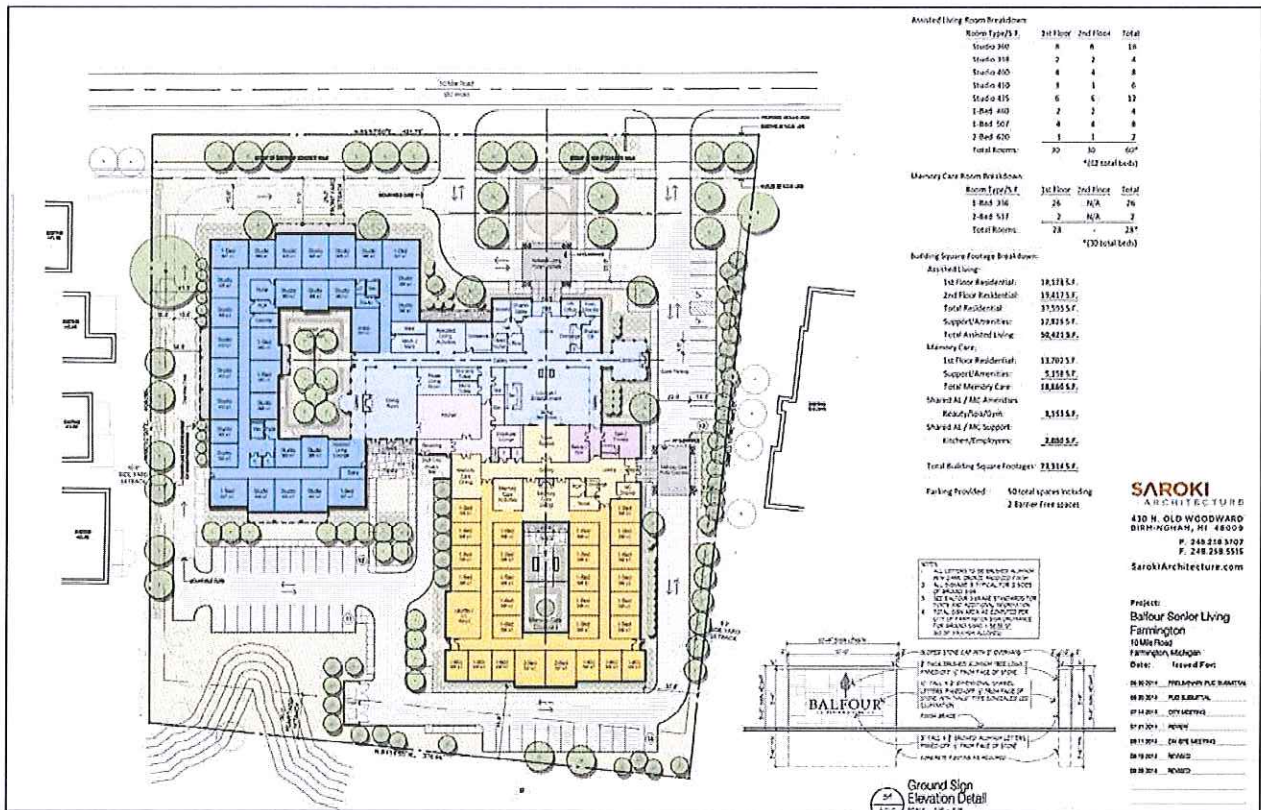
SURVEY



CONCEPTUAL PLAN B

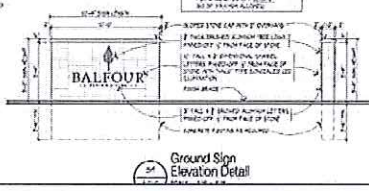


CONCEPTUAL PLAN C

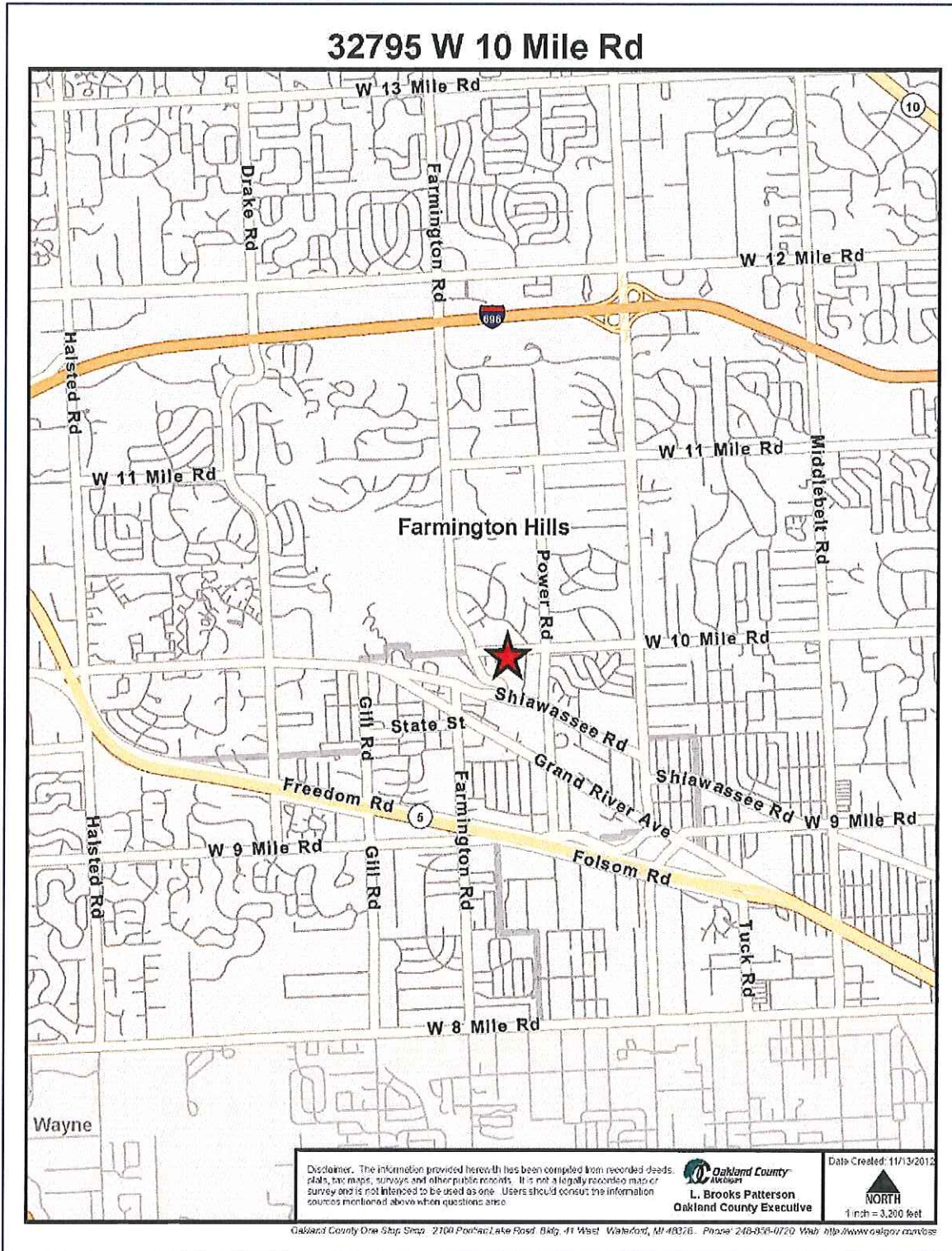


SAROKI
ARCHITECTURE
410 N. OLD WOODWARD
DIRM-CORP., #14 4800-9
P. 248.218.3707
F. 248.218.5515
SarokiArchitecture.com

Project:
Balfour Senior Living
Farmington
10 Mile Road
Farmington, Michigan
Date: Issued For
28-Nov-2014 PRELIMINARY SUBMITTAL
29-Nov-2014 PLAN SUBMITTAL
01-Feb-2015 CITY MEETING
01-Feb-2015 REVIEW
02-Feb-2015 ON SITE MEETING
04-Feb-2015 REVIEW
08-Feb-2015 REVIEW



AREA MAP



THOMAS A. DUKE COMPANY
COMMERCIAL & INVESTMENT REALTORS



32796 W 10 Mile Rd.
32795 W 10 Mile Rd, Farmington, MI, 48336
Ring: 1, 3, 5 Miles

Executive Summary

Prepared by Thomas Duke

Latitude: 42.469759

Longitude: -83.3716

	1 mile radius	3 miles radius	5 miles radius
2010 Population			
Total Population	6,643	75,129	198,660
Male Population	46.5%	48.3%	48.2%
Female Population	53.5%	51.7%	51.8%
Median Age	46.7	41.1	41.6
2010 Income			
Median HH Income	\$72,613	\$75,140	\$75,149
Per Capita Income	\$41,997	\$39,761	\$39,804
Average HH Income	\$90,365	\$92,092	\$96,193
2010 Households			
Total Households	2,943	32,009	81,992
Average Household Size	2.21	2.31	2.39
2010 Housing			
Owner Occupied Housing Units	73.3%	58.6%	63.6%
Renter Occupied Housing Units	21.6%	34.6%	28.9%
Vacant Housing Units	5.2%	6.8%	7.5%
Population			
1990 Population	6,744	69,759	185,372
2000 Population	6,737	75,394	200,018
2010 Population	6,643	75,129	198,660
2015 Population	6,565	74,330	196,034
1990-2000 Annual Rate	-0.01%	0.78%	0.76%
2000-2010 Annual Rate	-0.14%	-0.03%	-0.07%
2010-2015 Annual Rate	-0.24%	-0.21%	-0.27%

In the identified market area, the current year population is 198,660. In 2000, the Census count in the market area was 200,018. The rate of change since 2000 was -0.07 percent annually. The five-year projection for the population in the market area is 196,034, representing a change of -0.27 percent annually from 2010 to 2015. Currently, the population is 48.2 percent male and 51.8 percent female.

	1 mile radius	3 miles radius	5 miles radius
Households			
1990 Households	2,865	28,507	73,402
2000 Households	2,927	31,740	82,121
2010 Households	2,943	32,009	81,992
2015 Households	2,923	31,774	81,086
1990-2000 Annual Rate	0.21%	1.08%	1.13%
2000-2010 Annual Rate	0.05%	0.08%	-0.02%
2010-2015 Annual Rate	-0.14%	-0.15%	-0.23%

The household count in this market area has changed from 82,121 in 2000 to 81,992 in the current year, a change of -0.02 percent annually. The five-year projection of households is 81,066, a change of -0.23 percent annually from the current year total. Average household size is currently 2.39, compared to 2.40 in the year 2000. The number of families in the current year is 52,269 in the market area.

Housing

Currently, 63.6 percent of the 88,664 housing units in the market area are owner occupied; 28.9 percent, renter occupied; and 7.5 percent are vacant. In 2000, there were 85,269 housing units - 67.3 percent owner occupied, 29.0 percent renter occupied and 3.7 percent vacant. The rate of change in housing units since 2000 is 0.39 percent. Median home value in the market area is \$156,548, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 0.6 percent annually to \$161,314. From 2000 to the current year, median home value changed by -1.71 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing, Esri forecasts for 2010 and 2015, Esri converted 1990 Census data into 2000 geography.

THOMAS A. DUKE COMPANY
COMMERCIAL & INVESTMENT REALTORS



32796 W 10 Mile Rd
32796 W 10 Mile Rd, Farmington, MI, 48336
Ring: 1, 3, 5 Miles

Executive Summary

Prepared by Thomas Duke

Latitude: 42.469759

Longitude: -83.3716

	1 mile radius	3 miles radius	5 miles radius
Median Household Income			
1990 Median HH Income	\$40,487	\$45,842	\$47,926
2000 Median HH Income	\$61,683	\$61,093	\$62,661
2010 Median HH Income	\$72,613	\$75,140	\$75,149
2015 Median HH Income	\$84,034	\$87,059	\$85,314
1990-2000 Annual Rate	4.3%	2.91%	2.72%
2000-2010 Annual Rate	1.6%	2.04%	1.79%
2010-2015 Annual Rate	2.96%	2.99%	2.57%
Per Capita Income			
1990 Per Capita Income	\$21,085	\$22,492	\$23,130
2000 Per Capita Income	\$34,932	\$32,816	\$33,335
2010 Per Capita Income	\$41,997	\$39,761	\$39,804
2015 Per Capita Income	\$47,957	\$45,176	\$45,152
1990-2000 Annual Rate	5.18%	3.85%	3.72%
2000-2010 Annual Rate	1.81%	1.89%	1.75%
2010-2015 Annual Rate	2.69%	2.59%	2.55%
Average Household Income			
1990 Average Household Income	\$47,015	\$54,324	\$58,734
2000 Average Household Income	\$77,589	\$76,589	\$90,907
2010 Average HH Income	\$90,365	\$82,092	\$96,193
2015 Average HH Income	\$102,629	\$104,292	\$108,911
1990-2000 Annual Rate	5.13%	3.49%	3.25%
2000-2010 Annual Rate	1.5%	1.81%	1.7%
2010-2015 Annual Rate	2.58%	2.52%	2.51%

Households by Income

Current median household income is \$75,149 in the market area, compared to \$54,442 for all U.S. households. Median household income is projected to be \$85,314 in five years. In 2000, median household income was \$62,661, compared to \$47,926 in 1990.

Current average household income is \$96,193 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$108,911 in five years. In 2000, average household income was \$80,907, compared to \$58,734 in 1990.

Current per capita income is \$39,804 in the market area, compared to the U.S. per capita income of \$28,739. The per capita income is projected to be \$45,152 in five years. In 2000, the per capita income was \$33,335, compared to \$23,130 in 1990.

Population by Employment

Total Businesses	466	3,665	11,150
Total Employees	3,793	43,481	141,946

Currently, 67.4 percent of the civilian labor force in the identified market area is employed and 12.6 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 69.8 percent of the civilian labor force, and unemployment will be 10.2 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent, and 8.8 percent will be unemployed. In 2000, 66.7 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.0 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 77.4 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 11.0 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 11.6 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 88.8 percent of the market area population drove alone to work, and 2.6 percent worked at home. The average travel time to work in 2000 was 25.1 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 6.5 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 19.7 percent were high school graduates only (29.6 percent in the U.S.)
- 6.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 26.6 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 19.9 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography



LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

32795 West 10 Mile Road, Farmington, Michigan

PREPARED FOR City of Farmington
23600 Liberty Street
Farmington, Michigan, 48336

PROJECT # 3679F2-1-20

DATE September 3, 2015

Table of Contents



1.0 INTRODUCTION	1
2.0 BACKGROUND	1
2.1 SITE DESCRIPTION AND PHYSICAL SETTING.....	1
2.2 SUBJECT PROPERTY HISTORY AND LAND USE.....	2
2.3 ADJACENT PROPERTY LAND USE.....	2
2.4 PREVIOUS ENVIRONMENTAL INVESTIGATIONS	2
2.4.1 November 2013 Phase I ESA on behalf of Cypress Partners, LLC by Applied Environmental (AE)	2
2.4.2 March 2014 Draft Phase II ESA on behalf of Balfour Senior Living by CRA	3
3.0 PHASE II ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES	3
3.1 SCOPE OF ASSESSMENT	3
3.1.1 Soil Evaluation	4
3.1.2 Groundwater Evaluation	4
3.2 QUALITY ASSURANCE/QUALITY CONTROL.....	4
3.2.1 Decontamination of Equipment	4
3.2.2 Calibration of Field Equipment.....	4
3.2.3 Documentation of Activities.....	4
3.2.4 Sample Preservation Techniques.....	5
3.3 LABORATORY ANALYSIS AND METHODS.....	5
4.0 EVALUATION AND PRESENTATION OF RESULTS	6
4.1 SUBSURFACE CONDITIONS.....	6
4.1.1 Soil and Groundwater Conditions based on Published Material	6
4.1.2 Soil and Groundwater Conditions based on Field Observations.....	6
4.2 LABORATORY ANALYTICAL RESULTS.....	7
4.2.1 Soil Analytical Results.....	7
5.0 SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS	11
5.1 SUMMARY OF ENVIRONMENTAL CONCERNS.....	11
5.2 SUMMARY OF SUBSURFACE INVESTIGATION	11
5.3 CONCLUSIONS.....	11
5.4 RECOMMENDATIONS.....	12
6.0 LIMITATIONS	12
7.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS	12

Table of Contents (continued)



FIGURES

Figure 1 Topographic Location Map
 Figure 2 Site Map with Soil Boring Locations

TABLES

Table 1..... Summary of Soil Analytical Results
 Footnotes

APPENDICES

Appendix A..... Soil Boring Logs
 Appendix B..... Laboratory Analytical Report



LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

32795 West 10 Mile Road, Farmington, Michigan
AKT Peerless Project No. 3769F2-1-20

1.0 Introduction

The City of Farmington retained AKT Peerless to conduct a Limited Phase II Environmental Site Assessment (Phase II ESA) of a property located at 32795 West 10 Mile Road in Farmington, Michigan (subject property). This Phase II ESA was conducted in accordance with AKT Peerless' Proposal for a Phase II ESA (Proposal Number PF-17915), dated July 29, 2015, and is based on American Society for Testing and Materials (ASTM) Designation E 1903-11 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

A Draft Phase II ESA was conducted by Conestoga-Rovers & Associates (CRA) in March 2014. The findings of this investigation identified aluminum, arsenic, cobalt, iron, magnesium, and selenium in soil at the subject property. The purpose of this Phase II ESA is to evaluate whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations. AKT Peerless conducted both a literature research of regional background concentrations and an investigation to collect additional data of soil at the subject property.

AKT Peerless' Phase II ESA report documents the field activities, sampling protocols, and laboratory results conducted as part of this assessment. AKT Peerless' Phase II ESA was performed for the benefit of The City of Farmington, who may rely on the contents and conclusions of this report.

2.0 Background

2.1 Site Description and Physical Setting

The subject property is located in the northwest $\frac{1}{4}$ of Section 27 in Farmington (Township 1 North/ Range 9 East), Oakland County, Michigan. The subject property is located on the south side of West 10 Mile Road, situated between Raphael Street and Elizabeth Court.

See the following table for additional subject property details:

Subject Property Identifiers

Address	Tax Identification Number	Owner of Record	Approximate Acreage
32795 West 10 Mile Road	23-27-126-004	City of Farmington	3.87 acres

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The subject property is currently zoned Two-Family Residential District (R-1) and is located in an area of Farmington that is characterized by residential and commercial properties, a school, surface roadways, municipal sewage and water, and electrical and natural gas utilities.

The exterior of the subject property consists of paved parking areas and sidewalks, vegetated and landscaped areas, and heavily wooded areas. Refer to Figure 1 for a topographic site location map. See Figure 2 for a site map.

2.2 Subject Property History and Land Use

Based on previous environmental investigations of the subject property, in general, the subject property consisted of agricultural land from prior to 1940 until the late 1940s, when the current subject building was constructed. A small storage garage was constructed in approximately the 1980s. The subject property has historically been occupied by the City District Court Civil, City Probation and City Traffic and Information, City of Farmington 47th District Court, City of Farmington Fire Department, Special Service Department and Emergency Calls, and the State Judiciary Court.

Currently, the subject property contains a vacant 13,213 square foot commercial building with associated paved and landscaped and grassy areas, a 720 square foot storage garage reportedly utilized by the City of Farmington for storage of inert materials, and a heavily wooded area.

2.3 Adjacent Property Land Use

In general, the adjoining properties consist of residential developments to the north, a school and bus parking/servicing to the east and south, and residential developments to the west.

2.4 Previous Environmental Investigations

AKT Peerless reviewed the following reports previously prepared for the subject property.

2.4.1 November 2013 Phase I ESA on behalf of Cypress Partners, LLC by Applied Environmental (AE)

In November 2013, AE prepared a Phase I ESA for the subject property on behalf of Cypress Partners, LLC. The purpose of this Phase I ESA was to identify the existence of recognized environmental conditions (RECs) that may be associated with the subject property. At the time of the assessment, the subject property contained a vacant 13,213 square foot building formerly occupied by the City of Farmington 47th District Court, a 720 square foot storage garage utilized by the City of Farmington for storage, and associated paved parking, landscaped, grassy, and wooded areas. Based on AE's scope of work, the following RECs were identified in connection with the subject property:

REC 1- A 6,000-gallon non-regulated heating oil underground storage tank (UST) was removed from the subject property in August 2003. According to a UST removal report, the laboratory analytical results indicated that no contamination was encountered, however, waste disposal manifests indicated that approximately 80 cubic yards of contaminated soil was disposed of at Onyx Arbor Hills Landfill in Northville, Michigan. If this is the case, 80 cubic yards exceeds the acceptable overburden yardage and therefore, the appropriate amount of verification samples was not collected from the excavation sidewalls as outlined in the Michigan Department of Environmental Quality (MDEQ) Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria document. Furthermore, samples were not collected from along any piping leading to the building. The potential that the subject property has been impacted from residual contamination from the former heating oil UST is a REC.



REC 2- Several soil/debris piles were observed to the west of the storage garage. The superintendent of Public Works stated that the piles were spoils from utility repair work performed throughout the City of Farmington. The origin of the soil/debris piles are not known and therefore have the potential to be impacted and this is considered a REC.

Based on the results of AE's Phase I ESA, AE recommended conducting a Phase II ESA to evaluate the identified RECs.

2.4.2 March 2014 Draft Phase II ESA on behalf of Balfour Senior Living by CRA

In March 2014, CRA prepared a Phase II ESA for the subject property to investigate the RECs identified by AE in their November 2013 Phase I ESA and conversations with representatives of Balfour Senior Living, which identified the following: former UST location on site, the presence of a UST on the southeast adjoining property, and soil piles located on site. CRA advanced four soil borings at the subject property (two near the former UST area, and two near the southeast property boundary) to depths of 15 to 20 feet bgs. In addition, CRA utilized an excavator to investigate the soil piles by overturning the soil and field screening for the possible presence of contamination. Groundwater was not encountered during CRA's subsurface investigation.

Based on the results of CRA's investigation, no field evidence of contamination was identified within the soil piles, and therefore, no samples were obtained. Soil borings advanced in the area of the former heating oil UST and along the southeast adjoining property identified metals (aluminum, arsenic, cobalt, iron, magnesium, and selenium) above applicable MDEQ Residential Cleanup Criteria (RCC).

Though these metals are typically not associated with petroleum USTs, CRA concluded that the subject property meets the definition of a "facility" as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

Based on AKT Peerless' review of this Draft Phase II ESA by CRA, the metals detected by CRA may be normally occurring background concentrations and not indicative of a release of a hazardous substance. AKT Peerless' Limited Phase II ESA is intended to further evaluate these concentrations and evaluate the naturally occurring background concentrations from published literature and additional subsurface investigation.

3.0 Phase II Environmental Site Assessment Activities

The following sections summarize the site assessment activities conducted by AKT Peerless.

3.1 Scope of Assessment

To further evaluate the naturally occurring background concentrations, AKT Peerless conducted a subsurface investigation of the subject property and reviewed published literature of Regional background levels. As part of the subsurface investigation, AKT Peerless advanced 12 soil borings and collected 24 soil samples. The soil samples were submitted for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium.

AKT Peerless also reviewed the Michigan Background Soil Survey (MBSS) April 1991, revised July 2005 published document and the Draft MBSS 2015 document (currently undergoing a public comment period).

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3.1.1 Soil Evaluation

On August 12, 2015, AKT Peerless advanced 12 soil borings at the subject property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) sampling techniques and followed the guidance outlined in ASTM publication E1903-11 "Standard Practice of Environmental Site Assessments: Phase II Environmental Site Assessment Process." AKT Peerless collected continuous soil samples from the soil borings in four-foot intervals to the maximum depth explored of 12 feet below ground surface (bgs). AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location. Refer to Figure 2 for a site map with soil boring locations. Boring logs are provided in Appendix A.

3.1.2 Groundwater Evaluation

Groundwater was not encountered during AKT Peerless' subsurface investigation.

3.2 Quality Assurance/Quality Control

To ensure the accuracy of data collected during on site activities, AKT Peerless implemented proper quality assurance/quality control (QA/QC) measures. The QA/QC procedures included, but were not limited to, (1) decontamination of sampling equipment before and between sampling events, (2) calibration of field equipment, (3) documentation of field activities, and (4) sample preservation techniques.

3.2.1 Decontamination of Equipment

During sample collection, AKT Peerless adhered to proper decontamination procedures. Sampling equipment was decontaminated using the following methods to minimize potential cross-contamination of soil samples:

- Steam-cleaning or washing and scrubbing the equipment with non-phosphate detergent
- Rinsing the equipment
- Air-drying the equipment

3.2.2 Calibration of Field Equipment

No field instruments requiring calibration were utilized during AKT Peerless subsurface investigation to evaluate the background metals concentrations.

3.2.3 Documentation of Activities

During AKT Peerless' Phase II ESA activities, subject property conditions (i.e. soil boring locations, weather conditions) were documented. AKT Peerless visually inspected the soil samples and prepared a geologic log for each soil boring. The logs include soil characteristics such as (1) color, (2) composition (e.g., sand, clay, or gravel), (3) soil moisture, and (4) signs of possible contamination (i.e., stained or discolored soil, odors). Soil types were classified in accordance with ASTM publication D-2488 "Unified Soil Classification System." All soil samples were delivered to (Fibertec Environmental Services) under chain-of-custody documentation. See Appendix A for AKT Peerless' soil boring logs. See Figure 2 for site map with soil boring locations.

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3.2.4 Sample Preservation Techniques

AKT Peerless collected soil samples according to USEPA Publication SW-846, "Test Methods for Evaluating Solid Waste." Soil samples were collected in laboratory-supplied containers, stored on ice or at approximately 4 degrees Celsius, and submitted under chain-of-custody documentation.

Soil samples collected for metals analyses were stored in unpreserved, 4-ounce wide-mouth jars.

3.3 Laboratory Analysis and Methods

AKT Peerless submitted 12 soil samples for laboratory analyses. The following table summarizes the location, depth, matrix, and laboratory analysis for each sample.

Sample Collection Summary

Sample Identification	Sample Matrix	Soil Sample Interval (feet bgs)	Laboratory Analytical Parameter(s)
AKT-1	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-2	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-3	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-4	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-5	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-6	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-7	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-8	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-9	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-10	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium
AKT-11	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium

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Sample Identification	Sample Matrix	Soil Sample Interval (feet bgs)	Laboratory Analytical Parameter(s)
AKT-12	Soil	(3-4') and (11-12')	Aluminum, arsenic, cobalt, iron, magnesium, and selenium

The laboratory analyzed the samples for aluminum, arsenic, cobalt, iron, magnesium, and selenium in accordance with USEPA Method 0200.2-M/6020A.

4.0 Evaluation and Presentation of Results

4.1 Subsurface Conditions

The following sections summarize the physical soil and groundwater conditions at the subject property.

4.1.1 Soil and Groundwater Conditions based on Published Material

According to the United States Department of Agriculture, "*Soil Survey of Oakland County, Michigan*," the soil in the area is classified as the urban land-Thetford association. This soil is described as "*Urban land and nearly level, somewhat poorly drained sandy soils; on lake plains and outwash plains.*"

According to the Michigan Geological Survey Division's publication, "*Quaternary Geology of Southern Michigan*," the soil in the area is end moraines of fine textured till. This soil is described as gray, grayish brown or reddish brown, nonsorted glacial debris; matrix is dominantly clay, clay loam, or silty clay loam texture, variable amounts of cobbles and boulders. Occurring in narrow linear belts of hummocky relief marking former stillstands of ice-sheet margin. Includes small area of ground moraine as well as outwash. Soil thickness tends to be somewhat greater than adjacent ground moraine areas. Typically, end moraines of fine-textured till are associated with low to moderate hydraulic permeability and may allow the movement of contaminants through groundwater.

Typically, the water table flows toward a major drainage feature or in the same direction as the drainage basin. AKT Peerless infers that groundwater in the vicinity of the subject property flows toward the south/southwest, with potential influence from the Upper Rouge River and topographic contours.

4.1.2 Soil and Groundwater Conditions based on Field Observations

During drilling activities, AKT Peerless encountered the following soil types:

- SAND from below the topsoil/grass in four soil borings to approximately 1.5 to 3 feet below ground surface (bgs). This sand was fine to medium grained, with silt, trace gravel and clay, and brown.
- CLAY from beneath the topsoil/grass and/or sand to 12 feet bgs, the maximum depth explored. This clay ranged from medium stiff to stiff, brown to brown mottled gray, with trace sand and gravel.

AKT Peerless did not encounter fill material or groundwater during the subsurface investigation. In general, the subsurface soils at the property are consistent with the description of end moraines of fine textured till as described in the *Quaternary Geology of Southern Michigan*. See Figure 2 for a site map with soil boring locations. See Appendix A for AKT Peerless' soil boring logs.



4.2 Laboratory Analytical Results

AKT Peerless collected soil samples for the purpose evaluating whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations. Analytical results were compared with MDEQ RCC provided in MDEQ Remediation and Redevelopment Division's Operational Memorandum No. 1, Tables 1 and 2.

4.2.1 Soil Analytical Results

Based on CRA's March 2014 subsurface investigation of the subject property, the following metals were identified in subsurface soil at the subject property:

Parameter	Depth (feet)/ Soil Type	Identified Maximum Concentration (µg/kg)
Aluminum	(2-5')/ Clay	8,500,000
Aluminum	(10-15')/ Clay	7,400,000
Arsenic	(2-5')/ Clay	6,500
Arsenic	(10-15')/ Clay	6,400
Cobalt	(2-5')/ Clay	7,400
Cobalt	(10-15')/ Clay	8,900
Iron	(2-5')/ Clay	16,000,000
Iron	(10-15')/ Clay	15,000,000
Magnesium	(2-5')/ Clay	22,000,000
Magnesium	(10-15')/ Clay	21,000,000
Selenium	(2-5')/ Clay	720
Selenium	(10-15')/ Clay	770

CRA identified aluminum, arsenic, cobalt, iron, magnesium, and selenium at concentrations above MDEQ Residential Drinking Water Protection (DWP) and/or Groundwater Surface Water Interface Protection (GSIP) criteria. Therefore, AKT Peerless' collected 24 additional soil samples to evaluate the naturally occurring background concentration of these select metals. AKT Peerless submitted 24 soil samples for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium. The results of the laboratory analyses of the soil samples are summarized in the sections below.

4.2.1.1 Site Specific Calculations

During previous subsurface investigations, metals were detected at concentrations above the MDEQ RCC. Therefore, on August 12, 2015, AKT Peerless advanced 12 soil borings (AKT-1 through AKT-12) on the subject property for the determination of a site specific background concentration for previously identified metals.

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AKT Peerless submitted the 24 additional soil samples from the subject property for laboratory analysis of aluminum, arsenic, cobalt, iron, magnesium, and selenium. All soil samples were collected from approximately 3 to 4 feet and 11-12 feet bgs and appeared to be native soil consistent with the previous environmental investigation (i.e., clay).

According to Guide Sheet 10 of the MDEQ Part 201 Training Manual (July 2006), background is defined as *"the concentration or level of a hazardous substance which exists in the environment at - or regionally proximate to - a Facility that is not attributable to any release at or regionally proximate to the Facility"*. Guide Sheet 10 allows for the calculation of alternative background concentrations using the methods described in the MDEQ's Sampling Strategies and Statistics Training Materials (S3TM).

AKT Peerless conducted a statistical comparison of the results of the target metals from the 24 soil samples (12 from the 3-4' range and 12 from the 11-12' foot range) collected from non-impacted areas of the subject property. AKT Peerless used the ProUCL Version 5.0 software downloaded from the USEPA website. For each data set, AKT Peerless performed a coefficient of variance (CV) test to determine if the concentrations detected at the subject property were normally distributed. AKT Peerless then performed a statistical outlier test (Dixon's Test) on the concentrations detected to determine if any outliers existed within the data set. The MDEQ allows for the development of site-specific background concentrations using the calculated mean, plus three standard deviations for each individual soil horizon. AKT Peerless used a more conservative approach of the mean, plus two standard deviations for aluminum, arsenic, cobalt, iron, and magnesium. The results of the site-specific background calculations are described in the following:

Calculation of Site-Specific Background Concentration for Aluminum

AKT Peerless determined that the shallow (3-4') aluminum concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Despite the CV test indicating that the data set was not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') aluminum concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of aluminum in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 9,450,794 µg/kg and 8,855,979 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Arsenic

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AKT Peerless determined that the shallow (3-4') and deep (11-12') arsenic concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the shallow and deep horizons.

Using the methods described above, the calculated site-specific concentration of arsenic in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 9,022.6 µg/kg and 9,642 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Cobalt

AKT Peerless determined that the shallow (3-4') cobalt concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Therefore, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') cobalt concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of cobalt in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 10,316.6 µg/kg and 14,031 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Iron

AKT Peerless determined that the shallow (3-4') iron concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test identified two outliers within the data set. Therefore, AKT Peerless performed a site-specific background calculation for the shallow horizon; the two identified outliers were omitted from the calculation.

AKT Peerless determined that the deep (11-12') iron concentrations collected at the subject property were normally distributed through the CV test, and the Dixon's Test did not identify any outliers within the data set. Therefore, AKT Peerless included all data points when calculating the site-specific background concentration for the deep horizon.

Using the methods described above, the calculated site-specific concentration of cobalt in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 22,666,666 µg/kg and 23,411,212 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Magnesium

AKT Peerless determined that the shallow (3-4') and deep (11-12') magnesium concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified one outlier within each data set. Despite the CV test indicating that the data sets were not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow and deep horizons; the identified outliers were omitted from the calculation.

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Using the methods described above, the calculated site-specific concentration of magnesium in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 33,251,248 µg/kg and 30,333,939 µg/kg, respectively.

Calculation of Site Specific Background Concentration for Selenium

AKT Peerless determined that the shallow (3-4') and deep (11-12') selenium concentrations collected at the subject property were not normally distributed through the CV test, and the Dixon's Test identified one outlier within each data set. Despite the CV test indicating that the data sets were not normally distributed, AKT Peerless performed a site-specific background calculation for the shallow and deep horizons; the identified outliers were omitted from the calculation.

Using the methods described above, and using three standard deviations from the mean, the calculated site-specific concentration of selenium in the shallow (3-4') and deep (11-12') soil horizons for the subject property were determined to be 311.13 µg/kg and 279.69 µg/kg, respectively.

Refer to Table 1 for a summary of AKT Peerless' soil analytical results. Refer to Appendix B for a complete analytical laboratory report.

4.2.1.2 Review of Published Literature

During previous subsurface investigations, metals were detected at concentrations above the MDEQ RCC. AKT Peerless evaluated these concentrations using the Michigan Background Soil Survey (April 1991, revised July 2005) (MBSS). The MBSS is meant to provide a resource for information regarding the concentration of naturally occurring metals that can be expected in various soil types and geographic areas of Michigan. In addition, AKT Peerless also compared the identified metals concentrations to the updated Draft MBSS 2015 document, which is currently undergoing a public comment period.

AKT Peerless determined the distribution of the aluminum, arsenic, iron, and magnesium results in the MBSS data sets to be lognormally distributed. Cobalt was listed as nonparametrically distributed (providing a statewide range of data values) in the 2005 MBSS and listed as censored-lognormally distributed in the Draft 2015 MBSS. Selenium was listed as nonparametrically distributed in both MBSS documents (providing a statewide range of data values). Using the standard deviation and the mean for a lognormal data set and/or the provided statewide value range, AKT Peerless determined the Regional Background Concentration for the identified metals in clay soil. Based on the location of the subject property, AKT Peerless calculated the Regional Background Concentrations for the Erie-Huron Lobe. The following table summarizes the results of this evaluation:

Parameter	Huron Erie Lobe Concentration MBSS 2005 (µg/kg)	Huron Erie Lobe Concentration Draft MBSS 2015 (µg/kg)	Background Range (µg/kg)
Aluminum	12,631,067	19,049,000	12,631,067 to 19,049,000
Arsenic	36,646	31,400	31,400 to 36,646
Cobalt*	<3,000 to 12,000 (statewide)	27,400	<3,000 to 27,400
Iron	24,543,777	36,908,000	24,543,777 to 36,908,000



Parameter	Huron Erie Lobe Concentration MBSS 2005 (µg/kg)	Huron Erie Lobe Concentration Draft MBSS 2015 (µg/kg)	Background Range (µg/kg)
Magnesium**	62,000 to 29,875,000 (statewide)	93,692,000	62,000 to 93,692,000
Selenium***	<50 to 1,200	<50 to 1,300	<50 to 1,300

* MBSS 2005 data for cobalt is nonparametric; therefore, a calculation could not be performed, the MBSS provided a state-wide range

** MBSS 2005 data for magnesium did not provide a mean or standard deviation; therefore, a calculation could not be performed, the MBSS provided a state-wide range

*** MBSS 2005 and DRAFT 2015 data for selenium is nonparametric; therefore, a calculation could not be performed, the MBSS provided a state-wide range

5.0 Summary, Conclusions, and Recommendations

5.1 Summary of Environmental Concerns

A Draft Phase II ESA was conducted by CRA in March 2014. The findings of this investigation identified aluminum, arsenic, cobalt, iron, magnesium, and selenium in soil at the subject property. Based on AKT Peerless' review of this Draft Phase II ESA by CRA, the metals detected by CRA may be normally occurring background concentrations and not indicative of a release of a hazardous substance.

5.2 Summary of Subsurface Investigation

To evaluate whether the concentrations of metals identified at the subject property are naturally occurring and representative of site background concentrations, AKT Peerless conducted both literature research of regional background concentrations and a subsurface investigation to collect additional data of soil at the subject property.

On August 12, 2015, AKT Peerless conducted a subsurface investigation at the subject property to further evaluate the concentrations of metals identified on the subject property during previous subsurface investigations. AKT Peerless (1) drilled 12 soil borings and (2) collected 24 soil samples for laboratory analyses. AKT Peerless submitted soil samples for laboratory analyses of select metals, including: aluminum, arsenic, cobalt, iron, magnesium, and selenium.

5.3 Conclusions

Results of CRA's and AKT Peerless' subsurface investigations indicate the following:

- CRA drilled borings SB01-14 through SB04-14 to evaluate if a release from USTs storing petroleum products had occurred. The results of this investigation showed no indication of a petroleum release and the metals detected are not commonly associated with petroleum UST storage.
- No evidence of fill material was identified during CRA's subsurface investigation.
- Statistical analysis of 24 additional soil samples collected by AKT Peerless showed that the concentrations of aluminum, arsenic, cobalt, iron, and magnesium are within the range of naturally occurring metals.

AKT PEERLESS

- Though the statistical background analysis of selenium was less than the concentrations detected by CRA, the selenium site concentrations are still within background concentration ranges in data published by the MDEQ. Further, no contamination was detected at the subject property. Therefore, selenium is within naturally occurring background concentrations.

5.4 Recommendations

No further assessment is recommended at this time.

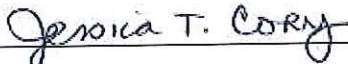
6.0 Limitations

The information and opinions obtained in this report are for the exclusive use of The City of Farmington. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given in light of that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and The City of Farmington.

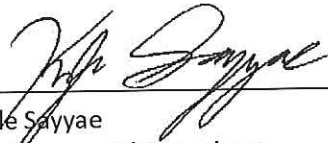
Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by The City of Farmington or third parties is complete or accurate.

7.0 Signatures of Environmental Professionals

The following individuals contributed to the completion of this report.



Jessica Cory
Group Leader
AKT Peerless
Farmington, Michigan Office
Phone: 248.615.1333
Fax: 248.615.1334



Kyle Sayyae
Environmental Consultant
AKT Peerless
Farmington, Michigan Office
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**CITY OF FARMINGTON
FARBER FARMINGTON, LLC
SALE OF LAND AGREEMENT**

THIS SALE OF LAND AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2015~~3~~, by and between the City of Farmington, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, Michigan 48335 (the "City"), and ~~Stuart Farber or Donna Farber, on behalf of an entity to be created~~Balfour Farmington, LLC, a Michigan limited liability company, whose address is ~~5994 Red Coat Lane 100 West Long Lake Road, Suite 102, West~~ Bloomfield, Michigan 48322~~04~~ ("~~BalfourFarber~~").

R-E-C-I-T-A-L-S:

- A. City is the owner of a certain parcel of real estate located in Farmington, Oakland County, Michigan, a legal description of which is attached hereto as Exhibit A and made a part hereof (the "Property"), at which location the 47th District Court previously operated in the building on the Property. The building is now vacant;
- B. Farber desires to acquire the Property for development;
- C. City desires to sell the Property to Farber, or a permitted assign of Farber as described herein, in consideration for payment of the Purchase Price and compliance with the terms and conditions set forth in this Agreement; and
- D. City and Farber desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements for each party to the other hereinafter set forth, Farber and the City agree as follows:

- 1. For the Purchase Price and subject to the terms and conditions contained in this Agreement, City agrees to sell to Farber, and Farber agrees to purchase from City, the Property. For all purposes hereunder, the term "Property" shall incorporate the land described on **Exhibit A**, together with all improvements thereon, and all oil, gas and mineral rights, and all land divisions available to City as owner and permitted under the Michigan Land Division Act and all privileges, tenements, hereditaments, appurtenances and other rights and benefits belonging or in any way appertaining to the land.
- 2. The "Purchase Price" for the Property shall be Four Hundred Twenty-five Thousand Dollars (\$425,000.00) to be paid via wire transfer or certified funds to the City at the Closing. As part of its Proposal, Farber deposited cash funds in the amount of Twenty Thousand Dollars (\$20,000.00) in an escrow account with Seaver Title Insurance Corporation (the "Title Company") as Bid Security, which funds shall be retained by the Title Company under this Agreement as Farber's good faith deposit ("Security Deposit"). The Security Deposit funds shall be credited to Farber at the Closing or otherwise applied pursuant to the terms of this Agreement.
- 3. As evidence of title, City agrees, at City's sole cost and expense, to furnish Farber, as soon as possible, but in no event later than thirty (30) days after the date hereof, a title

commitment from the Title Company, along with copies of all back-up documentation, and to issue to Farber, at or as soon as possible after Closing, its standard form of Owner's Title Insurance Policy, without standard exceptions (except that the standard survey exception will not be removed unless Farber provides the Title Company with an acceptable survey) in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, except for the Permitted Encumbrances described below.

If Farber notifies City in writing within thirty (30) days after the date of receipt of the title commitment that the title is not in the condition required for performance hereunder, City agrees to provide Farber with a revised title commitment evidencing that such defect has been remedied in a manner either acceptable to the Title Company such that it is insured over or removed from the exceptions to coverage or acceptable to Farber. City will be required to use reasonable efforts to remedy any such objection within thirty (30) days from its receipt of Farber's title objections. If City is unable to remedy such objection after using reasonable efforts within said thirty (30)-day period, Farber shall have a period of ten (10) days after it receives written notice from City that such objection has not been remedied to elect in writing to either (a) proceed with this transaction, in which event the Deed for the Property will be executed and delivered subject to any such defects (the "Waived Defects"); or (b) to terminate this Agreement without further liability on the part of either party and to immediately receive a full refund from the Title Company of the Security Deposit as its sole and exclusive remedy. Failure of Farber to timely elect an option shall be deemed to mean that Farber has elected to proceed.

The Deed executed at the Closing will be delivered subject to the Waived Defects; other matters shown in the title insurance commitment or surveys which are not objected to by Farber as provided above; the parking lot and drive agreement between the Farmington Public School District and the Farmington Building Authority dated January 19, 1979; the lien of taxes not yet due and payable as of Closing; and liens arising out of the acts or omissions of Farber or any of its agents, contractors or employees (collectively, the "Permitted Encumbrances").

4. Provided that Farber has not terminated this Agreement under Paragraphs 3 or 5, as soon as possible, but in no event later than ninety (90) days after the date hereof, Farber agrees, at its sole cost and expense, to fully and completely submit an application for approval of a Planned Unit Development ("PUD") on the Property that complies with City ordinance requirements for PUDs and that contains all plans, maps, elevations, details and information required under the City's Zoning Ordinance and other applicable ordinances. Such application for PUD approval shall substantially conform to the conceptual plans and narrative submitted as part of the Proposal submitted by Farber to the City, attached hereto as **Exhibit B**, which contemplates either a single family or duplex development, as described in attached **Exhibit B**. Following submittal of such application, Farber shall supplement its application materials as necessary to address issues, if any, raised by the Planning Commission and City Council upon review and shall continuously pursue approval of said PUD. In the event Farber at any time fails to comply with this paragraph following the execution of this Agreement, after giving Farber notice and thirty (30) days to cure, the City may declare this Agreement to be without further force and effect and the Security Deposit shall be forfeited as liquidated damages to the City as its sole and exclusive remedy. City agrees to process and review Farber's submittals on a timely basis in accordance with applicable laws and ordinances. In the event Farber and City comply in good faith with this provision, but the PUD is not approved within a six (6)-month period following the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Farber shall receive a full refund of the Security Deposit

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plus any interest earned thereon, as its sole and exclusive remedy. For purposes of the foregoing, the PUD shall be deemed approved when the City Council adopts a resolution approving Farber' final PUD plan and a PUD Agreement that is mutually satisfactory to Farber and City. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD plan, that the PUD approval and PUD Agreement are binding on Farber and its successors and assigns, and that it shall be recorded at the Oakland County Register of Deeds and run with the land.

5. Farber will have the right to make such tests on the Property as may be deemed reasonable by Farber for purposes of inspecting the condition of the Property and the feasibility of developing the Property as intended by this Agreement and preparing and submitting its PUD plan and application materials to the City; provided that Farber will be responsible for repairing any damage caused thereby in the event any party fails to consummate the transaction contemplated by this Agreement. It is agreed that, as of the effective date of this Agreement Farber, or its agents, contractors or employees shall have free access to the Property during regular City business hours for the purpose of performing said tests. Prior to any entry upon the Property, Farber shall obtain liability insurance, naming City as an additional insured thereon, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall provide City with a certificate evidencing the procurement of such insurance. Farber shall indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and expenses, including but not limited to reasonable attorney fees, incurred by the City which arise out of or are related to any of Farber's activities under this paragraph. Further, because the Consetoga-Rovers & Associates Phase II identified the site as a "facility", City agrees to pay for testing, preparation of a Baseline Environmental Assessment (BEA), and Due Care Plan (DCAP) and the remediation of the soils, on or below the surface on the site. The provisions of this paragraph shall survive the Closing of this transaction. If within sixty (60) days from the effective date of this Agreement, Farber, in its sole discretion, determines that it is not satisfied with the condition of the Property, Farber shall have the right to terminate this Agreement by providing City with written notice of termination, in which event the Security Deposit plus any interest earned thereon shall be returned to Farber and the parties shall have no further rights or obligations under this Agreement.

6. Farber and City agree that this Agreement and the obligations hereunder are subject to and conditioned upon the occurrence of the following "Conditions Precedent" to the Closing:

- A. Approval of the PUD Plan and a PUD Agreement in form and substance set forth mutually acceptable to Farber and City, with an approved final site plan to be attached to said PUD Agreement that is generally consistent with the conceptual plans (and narrative) submitted as part of Farber' Proposal; and
- B. Receipt by Farber of a certified copy of the City's resolution evidencing such approval.

If the foregoing Conditions Precedent are not satisfied or waived within six (6) months from the date of this Agreement, either party may declare this Agreement to be without further force and effect in a written notice to the other party and Farber shall receive a full reimbursement from the City of the Security Deposit as its sole and exclusive remedy, provided that it is not otherwise in default, including as provided in paragraph 4 above.

Farber understands and agrees that it shall be required to comply with all applicable City ordinances and partake in one or more public hearings concerning its PUD proposal, and that this Agreement in no way constitutes, nor shall it be construed or interpreted to constitute, approval or a promise to approve the PUD or any development of any portion of the Property, as to which the City reserves the full right of its review and approval authority under ordinance and law. Additionally, this Agreement in no way vests, nor shall it be construed or interpreted to vest, any rights to own, occupy, use or develop any portion of the Property prior to the Closing. The provisions of this paragraph shall survive the Closing of this transaction.

7. Subject to the terms and conditions of this Agreement, the purchase/sale transaction contemplated under this Agreement shall be consummated at a meeting of the parties (the "Closing") which shall take place at the offices of the Title Company on a mutually agreed date and time within thirty (30) days after the occurrence of the Conditions Precedent set forth in Paragraph 6, above. At the Closing, City shall execute and deliver to Farber (as required) and Farber shall execute and deliver to City (as required) the following:

A. The representative of each party shall deliver to the other evidence of their authority to enter into and to consummate this transaction.

B. A closing statement showing the pro rations, adjustments, and credits as set forth in this Agreement. City shall pay the cost of the title policy, real estate transfer taxes and deed documentary stamps. Farber will pay all other closing costs and the costs of recording the Deed and any other documents requiring recordation. City and Farber shall be responsible for their own attorney fees up to and including the Closing, except Farber shall be responsible for reasonable attorney fee charges required under the City's development escrow ordinance which may include attorney fees incurred by the City in connection with Farber satisfying the Conditions Precedent set forth in Paragraph 6 of this Agreement and otherwise in connection with the development review and approval process.

C. A Quit Claim Deed (the "Deed").

D. Payment of the Purchase Price (less any credits under this Agreement).

E. The signed instruments required under paragraph 9 of this Agreement.

F. All required valuation and tax reporting documents and affidavits as required by law.

8. If the terms and conditions of this Agreement and the Conditions Precedent are satisfied and the City refuses to close, Farber shall have as its sole and exclusive remedy the right to a return of the Security Deposit plus reimbursement of its reasonable costs and expenses incurred in satisfying the Conditions Precedent. If the Conditions Precedent are satisfied and Farber refuses to close, the Security Deposit shall be forfeited to the City as its sole and exclusive remedy. In no event shall either party be entitled to relief in the form of specific performance

under this Agreement, and both parties expressly waive any right they may otherwise have to such relief.

9. THE PROPERTY IS BEING SOLD IN AN "AS IS" condition subject however to the provisions of paragraph 5., herein. For purposes of this Agreement, the term "hazardous substance(s)" shall mean any hazardous or toxic material, substance or waste, which is defined by or for which the production, processing, sale, handling and/or disposal thereof is regulated as a hazardous or toxic material or waste under any applicable statute, law, rule or regulation of any federal, state or local governmental authority. The provisions of this paragraph shall survive the Closing of this transaction.

10. City and Farber each represent and warrant to the other that no broker, finder or like party has been engaged by it in connection with the transaction contemplated by this Agreement, with the exception of Dan Blugerman of Thomas Duke, whose commission shall be paid by City per its separate agreement with such broker. City and Farber shall each indemnify the other against any costs, liabilities or expenses, including but not limited to attorneys' fees, arising out of the breach of the foregoing representation and warranty by the indemnifying party.

11. Except as is specifically set forth in this Agreement (a) no statements or representations, express or implied, have been made or are made, and no information or documents supplied by the City are represented to be complete or accurate; and (b) no responsibility has been or is assumed by the City or by any affiliate, person, firm or agent acting or purporting to act on behalf of City as to: (i) presence of or absence on, in, or beneath or about the Property of any minerals or other substances, including, without limitation, any asbestos or any other "hazardous substances;" (ii) the condition or repair of the Property; (iii) the value, expense of operation or income potential of the Property; or (iv) any other fact or condition which has or might affect the Property or the condition, repair, value, expense or operation or income potential thereof, including, without limitation, as to any fact, condition or defect which would be disclosed by a full, complete, and competent survey, investigation of all public and governmental agency's records and of the Property and each and every part or component thereof.

12. Farber is responsible for paying all costs and expenses related to the demolition of the existing building on the Property and the design, planning, engineering, permitting and submission of the PUD to be proposed on the Property.

13. All real estate taxes and assessments, if any, that become payable prior to the date of Closing shall be paid by the City. Any special assessments that constitute a lien against the Property prior to Closing shall be paid by City, regardless of whether such special assessment may be paid in installments. All real estate taxes and assessments becoming due and payable on and after the date of Closing shall be the responsibility of Farber.

14. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

15. This Agreement and the exhibits attached hereto embody the entire Agreement between the parties in connection with the sale of the Property to Farber and there are no oral or parole agreements existing between the parties relating to this transaction which are not expressly

set forth and covered hereby. This Agreement may not be modified except in writing signed by both parties.

16. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed to be a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

17. No third party, other than the City and Farber, their heirs, personal representatives, successors and permitted assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of the City and Farber, their heirs, personal representatives, successors and permitted assigns, and not for the benefit of any other third party.

18. All notices required to be given hereunder shall be in writing. Notice shall be deemed as given hereunder: (a) upon personal delivery to the addresses set forth below; or, (b) upon receipt (or affirmative refusal to accept) if properly addressed and sent certified mail, return receipt requested; or (c) upon depositing such notice in the custody of a nationally-recognized overnight delivery service and sent by overnight delivery. Notice shall be deemed properly addressed if sent to the following addresses:

If to City:	City of Farmington c/o Mr. Vince Pastue, City Manager 23600 Liberty Street Farmington, Michigan 48335
With a copy to:	Mr. Thomas R. Schultz, Esq. Johnson Rosati Schultz & Joppich, P.C. 34405 West Twelve Mile, Suite 200 Farmington Hills, Michigan 48331
If to Farber:	Farber Farmington, LLC c/o Mike Parks 100 West Long Lake Road, Suite 120 Bloomfield Hills, Michigan 48304
With a copy to:	Mark S. Cohn, Esq. Seyburn Kahn 2000 Town Center, Suite 1500 Southfield, Michigan 48075

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to agreements made and to be performed in that state. Should any court action be commenced at any time involving or concerning this Agreement, it is

hereby agreed that jurisdiction and venue shall be in the State of Michigan Circuit Court in Oakland County.

20. Farber may not assign this Agreement, in whole or in part, without the prior written consent of City. Such consent shall not be unreasonably withheld if the assignment is to an entity that is wholly owned or commonly owned (with Farber owning more than 50% of the total shares or with the current members of Farber). In all other instances, such consent shall be in the sole and absolute discretion of the City. If City consents to such assignment, the assignee shall be considered a "permitted assign" under this Agreement and shall be bound by all of the terms and conditions of this Agreement.

21. This Agreement may be executed in counterparts. Facsimile and electronic copies of signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

CITY OF FARMINGTON
a Michigan municipal corporation,

_____ By _____
Tom Buck, Mayor

_____ By _____
Sue Halberstadt, City Clerk

WITNESSES:

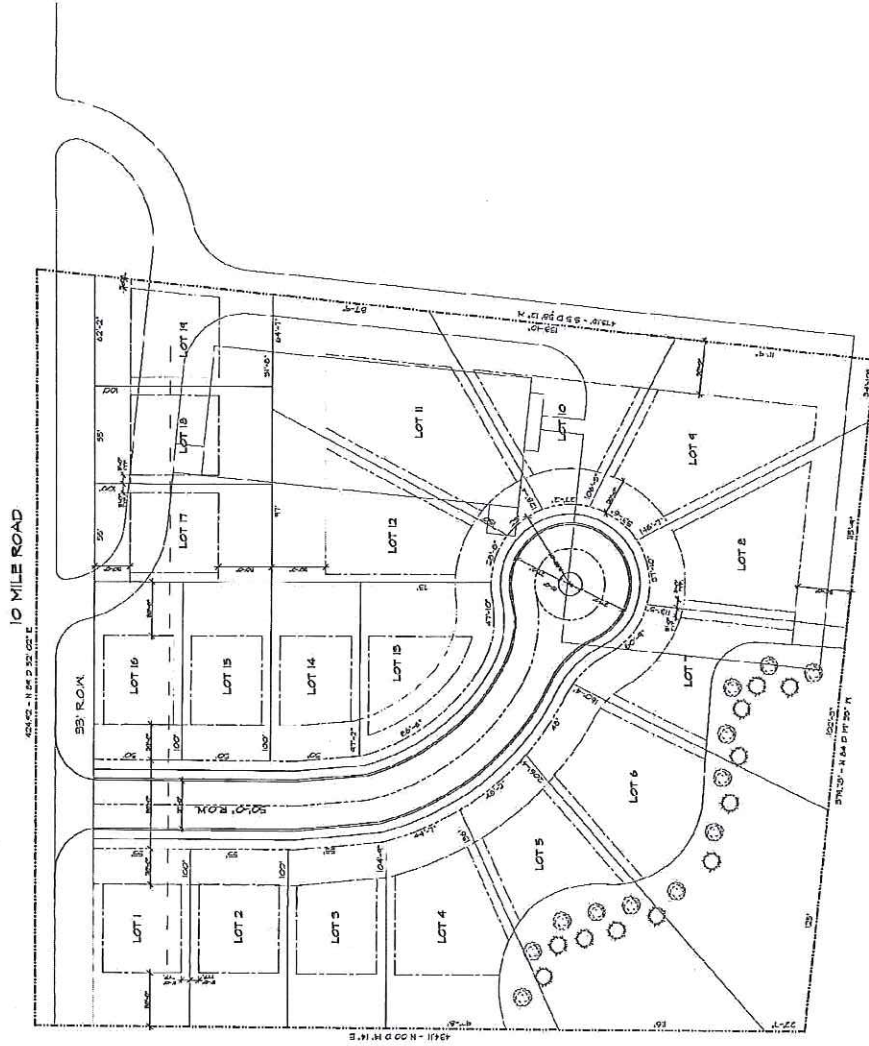
FARBER FARMINGTON, LLC
a Michigan limited liability company,

_____ By _____
Mike Parks, Its Member

EXHIBIT LIST

- EXHIBIT A Legal description of entire Property (exclude existing and future right-of-way for Ten Mile)

- EXHIBIT B Farber Proposal to acquire and develop the Property, including Conceptual Plans and elevations.



GROSS AREA: 152,450 S.F. = 4.19 ACRES
 NET AREA: 168,490 S.F. = 3.87 ACRES (GROSS ROW)

SCHEME "A"
 SCALE: 1" = 30'-0"

47TH DISTRICT COURT REDEVELOPMENT

TRIANGLE
 DEVELOPMENT

FARMINGTON, MICHIGAN

-GAV-
 ASSOCIATES, INC.



6.A.a

Packet Pg. 75





















BLUEDUCK HOLDINGS LLC

September 8, 2015

Mr. Kevin P Christiansen, AICP, PCP
Economic and Community Development Director
City of Farmington
23600 Liberty Street
Farmington, MI 48335

RE: 32795 West Ten Mile Road, Farmington, Michigan
Letter of Intent between the City of Farmington and Blueduck Holdings LLC

Dear Mr. Christiansen

I am pleased to submit an unsolicited proposal to acquire a certain parcel of real estate known as the old Courthouse Parcel consisting of approximately 3.88 acres of land and a vacant building, and described in Exhibit A attached hereto. The purchase price will be \$425,000 to be paid in full at closing. The purpose of this letter is to set forth certain binding and non-binding provisions relating to that proposed purchase with the understanding that the parties will commence good faith discussions regarding a binding Purchase and Sale Agreement with regard to the proposed purchase.

It is intended that the property will be used as a site for 24 new duplex dwelling units and amenities. The Site Plan is included as Exhibit B attached hereto. Upon the execution of this Letter of Intent Blueduck will deposit the sum of \$10,000 with the City as a sign of its good faith. In the event that the parties are unable to complete the proposed purchase for any reason, the deposit shall be promptly returned in full to Blueduck. This provision is the only binding provision in this Letter.

We propose the following terms and conditions:

1. Following the execution of this Letter Blueduck will have a period of 45 days to commence its due diligence inquiries and file applications for the appropriate approvals of construction plans. The City will afford Blueduck representatives full access to all information that Blueduck determines is needed to complete those inquiries. Approvals shall not be unreasonably delayed.
2. The parties will coordinate with the adjacent owners to modify the circulation, parking and access in a mutually beneficial manner.
3. The parties agree to use their best efforts to complete the purchase and sale on or before 90 days following the approval of all applications filed with the City of Farmington relating to the proposed construction project.
4. Either party may propose to terminate or extend this Letter of Intent at any time, for any reason or no reason at all, upon 30 days written notice to the other party. A response to such a proposal shall not be unreasonably withheld. In the event of a termination the good faith deposit shall immediately be fully refunded to Blueduck.

5. Each party will be responsible for its fees, costs, and expenses incurred in connection with the proposed purchase, including, but not limited to, commissions or fees of any broker, finder, or sales agent, and any attorney or accounting fees. The City will be responsible for the brokerage commission of 5% to be paid to the Thomas A. Duke Company at closing. There are no other brokers to this transition.

If the foregoing is acceptable, please so signify by signing and returning a signed copy to Blueduck at the address set forth below.

Blueduck Holdings LLC

City of Farmington, Michigan

BY: Robert L. Henry
Robert L. Henry
Managing Member

BY: _____

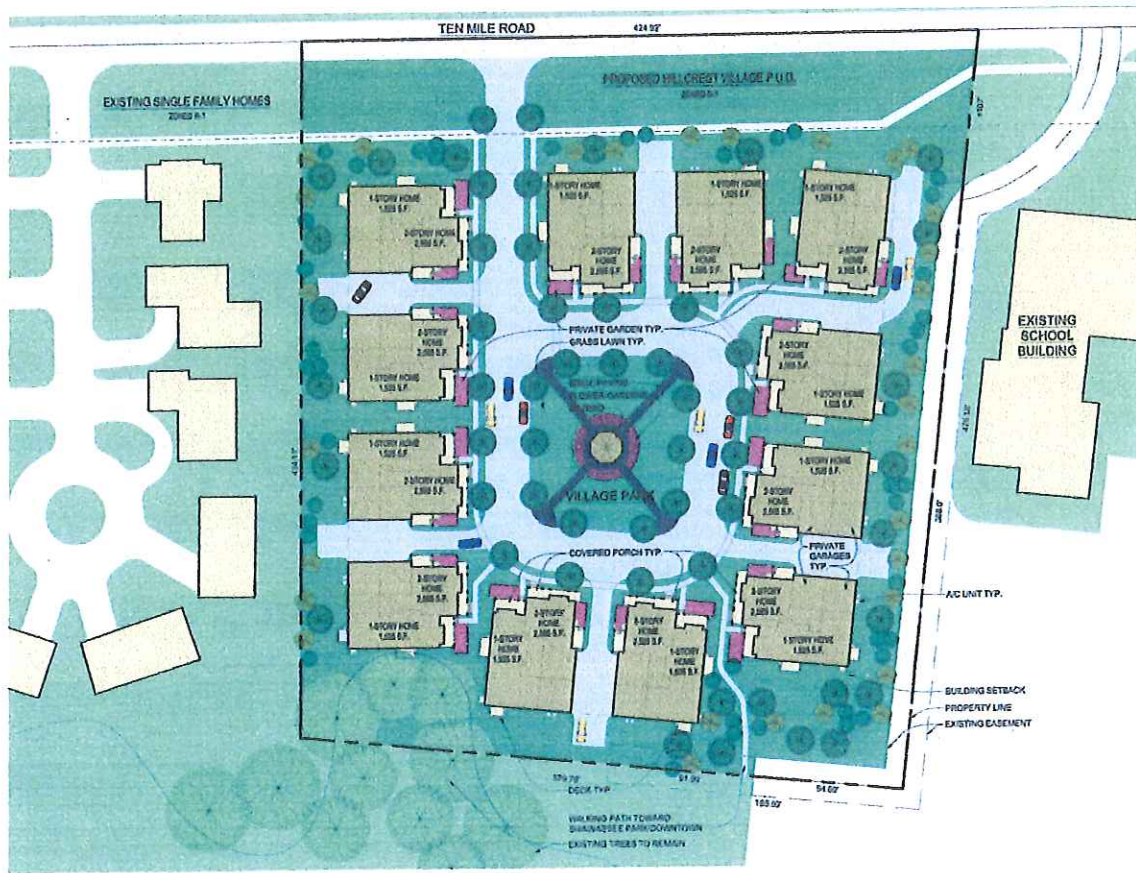
Date: 9/8/2015

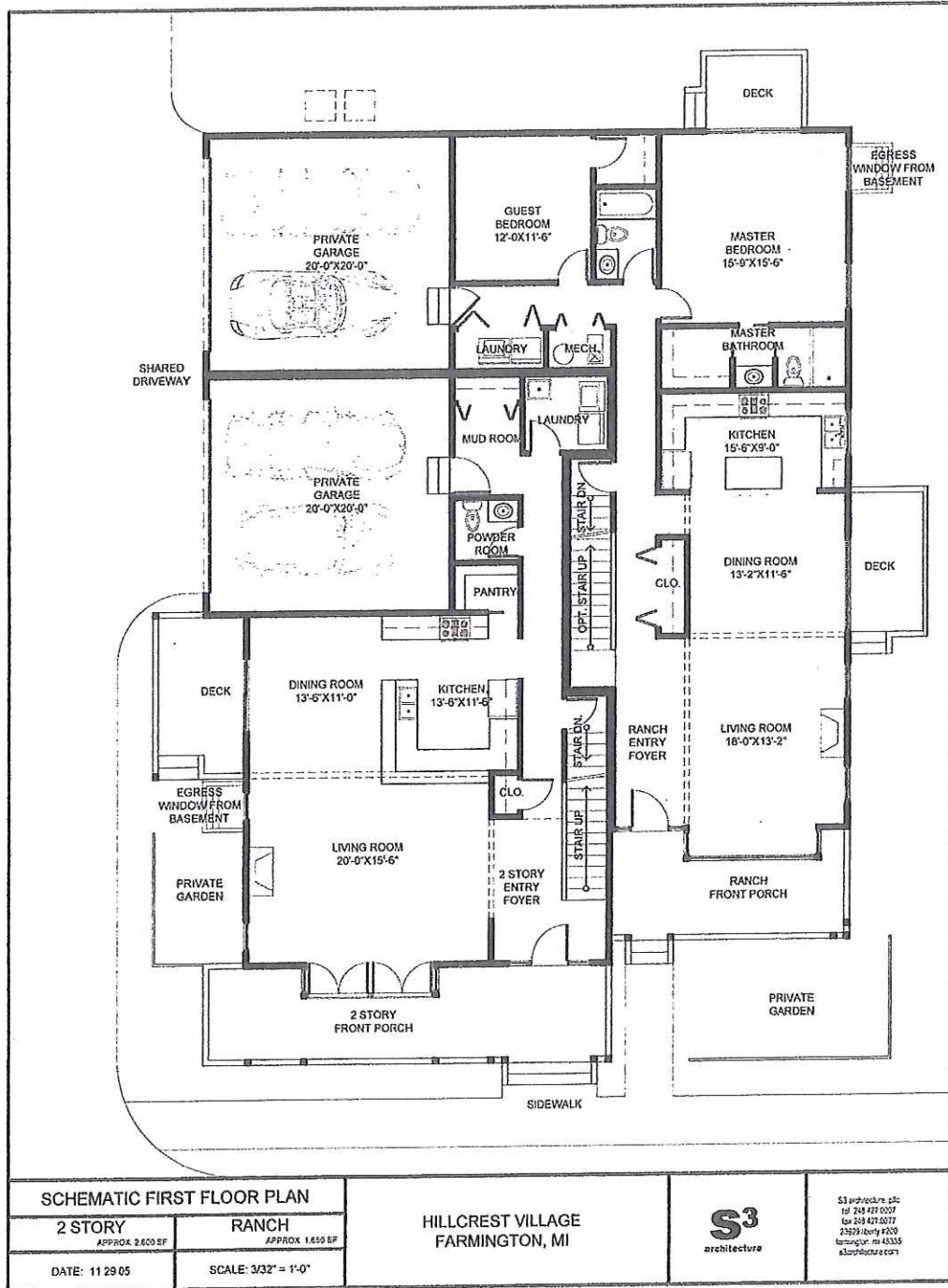
Date: _____

EXHIBIT A

To be provided

EXHIBIT B PROJECT SITE PLAN





SCHEMATIC FIRST FLOOR PLAN		HILLCREST VILLAGE FARMINGTON, MI	 S3 architecture, p.c. tel: 248.427.0027 fax: 248.427.0077 23529 Derby #200 Farmington, MI 48335 s3architecture.com
2 STORY APPROX. 2,600 SF	RANCH APPROX. 1,650 SF		
DATE: 11/29/05	SCALE: 3/32" = 1'-0"		

City of Farmington
CivicSight Map



MAP LEGEND:

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Type)
 - BUILT
 - PROPOSED
- COMM_INDUST BLDGS
- RAPHAEL STREET (POLY)2
- RAPHAEL STREET (POLY)1
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTOFWAY
- MULTITENANTPAVING
- ROW EXTEND
- LOT HISTORY
- OPEN WATER (FEATURETYPE)
 - DetentionPond
 - StreamRiver
 - LakePond
 - Channel
 - SwampMarsh
- 2010 AERIAL PHOTOS (Image)



Map Scale: 1 inch = 102 feet
 Map Date: 7/11/2014
 Data Date: July 11, 2014

Sources: City of Farmington, Oakland County GIS
 Utility, River's Edge GIS, LLC.

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