

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES  
DECEMBER 18, 2017 WORK STUDY MEETING 4:00 P.M.  
TENTATIVE AGENDA**

**ROLL CALL:**

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Montgomery	_____

**UNFINISHED BUSINESS:**

1. Further Discussion on Resolution 2017-33 the 5th Amendment to the Van Buren Township-Waste Management Host Community Agreement.

**NEW BUSINESS:**

1. Discussion on the split/combination of lots: 83-022-01-0029-005, 83-022-01-0030-004 and 83-022-01-0030-001 (Denton Sub Farms) with conditions.

**PUBLIC COMMENT:**

**ADJOURNMENT:**

# Charter Township of Van Buren

Agenda Item: \_\_\_\_\_

Work Study: 12-04-17 (Discussion/Presentation) -

Board Meeting: 12-05-17 (Presentation/Public Hearing)

Work Study: 12-18-17 (Continued Discussion)

Board Meeting: 12-19-17

## REQUEST FOR BOARD ACTION

Consent Agenda \_\_\_\_\_

New Business X

Unfinished Business \_\_\_\_\_

Public Hearing \_\_\_\_\_

<b>ITEM (SUBJECT)</b>	Consideration of Resolution: 2017-33 - the 5 <sup>th</sup> Amendment to Van Buren Twp. – Waste Management Host-Community Agreement
<b>DEPARTMENT</b>	Supervisor's Office
<b>PRESENTER</b>	Supervisor McNamara
<b>PHONE NUMBER</b>	734.699.8910
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	Matt Best, Sean Bellingham, John Myers

### Agenda topic

<b>ACTION REQUESTED</b>	
To consider adoption of Resolution: 2017-33 - the 5 <sup>th</sup> Amendment to the Van Buren Twp. - Waste Management Host-Community Agreement and authorize Supervisor McNamara and Clerk Wright to execute agreement.	
<b>BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)</b>	
Attached is the 5 <sup>th</sup> Amendment to the Host-Community Agreement.	
<b>BUDGET IMPLICATION</b>	
<b>IMPLEMENTATION NEXT STEP</b>	Supervisor McNamara and Clerk Wright to execute agreement.
<b>DEPARTMENT RECOMMENDATION</b>	
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	
<b>ATTORNEY RECOMMENDATION</b>	Reviewed
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

**CHARTER TOWNSHIP OF VAN BUREN**

**RESOLUTION 2017 - 33**

**DECEMBER 5, 2017**

A RESOLUTION TO APPROVE THE FIFTH (5<sup>TH</sup>) AMENDMENT TO THE WASTE MANAGEMENT  
HOST COMMUNITY AGREEMENT

**THE CHARTER TOWNSHIP OF VAN BUREN** (“TOWNSHIP”), WAYNE COUNTY, MICHIGAN,  
ORDAINS AND RESOLVES:

WHEREAS, Waster Management of Michigan, Inc. (“WMM”) owns property containing approximately 200 acres on the south side of Van Buren Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development (“Expansion Area”); and

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area (“Landfill”), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder (“Part 115”), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township (“5<sup>th</sup> Amendment Agreement”); and

WHEREAS, the Landfill will be particularly described in proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee (“Implementation Committee”); and

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan; and

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities; and

WHEREAS, the 5<sup>th</sup> Amendment Agreement provides significant and substantial long term economic and public welfare benefit to the Township while preserving the health and safety requirements of the original Host Community Agreement.

THEREFORE IT BE RESOLVED, that the Township Board hereby approves the 5<sup>th</sup> Amendment Agreement.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk of the Township are hereby authorized to execute the Fifth Amendment Agreement.

**CERTIFICATE**

Upon the motion by \_\_\_\_\_, and seconded by \_\_\_\_\_  
the above Resolution was adopted.

The following members voted:

Yeas:

Nays:

Absent/Abstain:

**The Supervisor Declared the Resolution Adopted.**

\_\_\_\_\_  
Kevin McNamara, Supervisor

\_\_\_\_\_  
Date

Certification of Clerk

I, LEON WRIGHT, Clerk of Van Buren Township, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to approval of the 5<sup>th</sup> Amendment Agreement, which Resolution was adopted by the Van Buren Township Board at a meeting held on , 2017.

\_\_\_\_\_  
Leon Wright

\_\_\_\_\_  
Date

**FIFTH AMENDMENT TO HOST COMMUNITY AGREEMENT**

This Fifth Amendment to Host Community Agreement (“Fifth Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Van Buren Charter Township (“Township”) a Michigan municipal corporation, and Waste Management of Michigan, Inc., a Michigan corporation (“WMM”) and concerns WMM’s Woodland Meadows Landfill, located in Van Buren Township, Michigan.

1. Statement of Purpose.

A. The parties entered into a Host Community Agreement dated May 10, 1990 (“1990 Agreement”), which document was subsequently amended as follows:

1. September 15, 1992 Amendment to Host Community (“First Amendment”)
2. January 27, 1994 Codicil to Landfill Host Agreement between Wayne County and Waste Management of Michigan, Inc. (“Codicil”)
3. June 10, 1994 Second Amendment to Host Community Agreement (“Second Amendment”)
4. December 20, 1995 Third Amendment to the Host Community Agreement (“Third Amendment”)
5. April 2, 2002 Fourth Amendment to Host Community Agreement (“Fourth Amendment”)

B. The following separate agreements, letters of understanding, Township Resolutions and the like have been entered into and/or adopted by and between the parties:

1. Letter of Understanding Regarding Third Amendment to Host Community Agreement, dated December 15, 1995.
2. Letter from Waste Management to Cindy King, Supervisor, dated August 11, 2003.
3. Letter from Cindy King, Supervisor to Waste Management dated June 7, 2005.
4. Letter from Cindy King, Supervisor to Waste Management dated October 13, 2008.
5. Charter Township of Van Buren Resolution 2008-44.
6. Charter Township of Van Buren Resolution 2010-28.

7. Letter from Waste Management to Paul White, Supervisor, dated August 8, 2011.

The above listed documents shall be collectively referred to as the “Supplemental Documents”, and except as noted in Paragraph 1.3 below, shall be deemed superseded and void in all respects. The Charter Township of Van Buren Resolution 2011-18 shall not be deemed a “Supplemental Document” and shall continue in full force and effect.

C. Unless otherwise provided herein, the 1990 Agreement, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment, Fourth Amendment, all as amended by this Fifth Amendment, shall be collectively referred to as the “Host Agreement”.

D. The terms used but not defined herein shall have the meaning ascribed thereto in the Host Agreement.

E. The parties desire to amend the Host Agreement, in accordance with the terms and conditions set forth herein.

F. The parties intend that, in the event of any inconsistency between the terms of this Fifth Amendment and the prior executed documents, the terms of this Fifth Amendment shall govern.

IN CONSIDERATION of the mutual benefits provided by this Fifth Amendment, the parties agree that the Host Agreement is hereby further amended as follows:

### **Article I – Amendments to Host Agreement**

- 1.1 The following Paragraphs of the Host Agreement shall be deleted in their entirety:

- a. **1990 Agreement**

Paragraph 2 – Effective Date

Paragraph 4 – Township Consent

Paragraph 6 c) – Development of Landfill Facility

Paragraph 7 – Township Not to Object to Permit – second sentence only

Paragraph 8(a) – Free Collection and Disposal (prior to Opening Day)

Paragraph 8(b) – Free Collection and Disposal (after Opening Day) – second sentence only

Paragraph 9 – Reimbursement to Township – fourth sentence only

Paragraphs 10(a), 10(b) – Waste Management Contributions

Paragraphs 11a(b), 11a(c) – Bonding

Paragraph 13(b) – Operation of Landfill Facility – second and third sentence only

Paragraph 13(h) – Operation of Landfill

Paragraph 18(a) – Waste Management’s End-Use Obligations

Paragraph 19 – Commercial Development Property

Paragraph 20a – Tax Guarantee – last sentence only  
Paragraph 21 – Deed Restrictions  
Paragraph 22 – Adjacent Property Protection  
Paragraph 23 – Volume Reduction  
Paragraph 24 – Other Landfills  
Paragraph 25 – Additional Facilities in the Township and County – delete the following wording in the first sentence: “(1) locate or seek to locate a sanitary landfill as defined in Act 641 or any successor or amendatory Act, within the Township.”  
Paragraph 27 - Notices  
Paragraph 30(a) – Termination of Waste Management Duties and Obligations  
Exhibits “J”, “L”, “M”

**b. First Amendment**

Paragraph 2 – Disposal  
Paragraph 3 – Tax Guarantee – last sentence only  
Paragraph 4 – Wetland Permits

**c. Codicil – Entire document shall be deemed null and void**

**d. Second Amendment**

Paragraph 2 b)  
Paragraph 2 d) (this Paragraph was superseded by Paragraph 3a) of the Third Amendment)  
Paragraph 3 a)

**e. Third Amendment**

Paragraph 2 a)  
Paragraph 2 b)  
Paragraph 4(a), (b), (d), (e), (f), (g)

**f. Fourth Amendment**

Paragraph 2.2 (last sentence only)  
Paragraph 2.3  
Paragraph 2.4  
Paragraph 3  
Paragraph 4.3  
Paragraph 4.6  
Paragraph 4.7  
Paragraph 4.8

g. **Supplemental Documents** – All documents shall be deemed null and void.

1.2 The following definitions shall be added to Paragraph 1 of the 1990 Agreement:

**“Clubhouse”** shall mean the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet) located on the Golf Course Property, including non-exclusive use of adjacent driveways and parking areas, but excluding the service shed that is located off of Hannan Road.

**“Clubhouse Lease”** shall mean the Agreement for Lease of Real Estate-Land and Building in the form of Exhibit “F” attached hereto.

**“Deed Restrictions”** shall mean the term “Restrictions”, as defined in the Release of Deed Restrictions in Exhibit “E” attached hereto.

**“Effective Date”** shall mean the date on which all of the following documents have been adopted, executed and recorded, as required, all in form and content acceptable to WMM, in its sole and reasonable judgment:

- i. this Fifth Amendment is fully executed by the parties and approved by an appropriate Township Resolution of Support in the form of Exhibit “C-1”;
- ii. the Supplemental Documents that are in the form of Township Resolutions are rescinded by adoption by the Township of a Rescinding Resolution in the form of Exhibit “C-2”, which Rescinding Resolution is to be placed in escrow pending receipt of the Letter of Consistency;
- iii. the Deed Restrictions have been removed by means of the Township executing the Release of Deed Restrictions in the form of Exhibit “E” attached hereto and such document is placed in escrow pending receipt of the Letter of Consistency; and
- iv. Wayne County has issued a Letter of Consistency approving the inclusion of the Expansion Area in the Plan.

WMM’s receipt of any and all other required permits, licenses and approvals necessary to conduct operations within the Expansion Area, including wetland permits, air permits, solid waste permits and storm water permits, shall not be deemed a condition for the Effective Date taking place.

**“Expansion Area”** shall mean the property shown as such in Exhibit “A” attached hereto.

**“Golf Course Property”** shall mean the property on which the Woodlands of Van Buren Golf Course currently operates.

**“Host Agreement”** shall mean the 1990 Agreement between the parties, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment and Fourth Amendment, all as amended by this Fifth Amendment.

**“Landfill”** shall mean Woodland Meadows Landfill, including the Expansion Area, located in Van Buren Township, Michigan.

**“Landscaped Buffer Area”** shall mean the property shown as such in Exhibit “A”.

**“Letter of Consistency”** shall mean the letter to be signed by Wayne County confirming the inclusion of the Expansion Area in the Plan.

**“MDEQ”** shall mean the Michigan Department of Environmental Quality, formerly known as the Michigan Department of Natural Resources, including any successor entity.

**“Plan”** shall mean the Wayne County Solid Waste Management Plan, as approved by the MDEQ in November 2002, and as may be modified in the future pursuant to any amendment or update process.

**“Rescinding Resolution”** shall mean the Township Resolution in the form of Exhibit “C-2” attached hereto.

**“Reimbursement Agreements”** shall mean the agreement to be tendered by WMM to those property owners listed in Exhibit B-2 attached hereto, which agreement shall be in the form set forth in Exhibit “B-1” attached hereto.

**“Resolution of Support”** shall mean the resolution to be adopted by the Township approving the Landfill Expansion, in the form of Exhibit “C-1” attached hereto.

**“Setback Area”** shall mean the property shown as such in Exhibit “A”.

**“Supplemental Documents”** shall mean the documents set forth in Paragraph B of the Statement of Purpose above.

All references to **“Act 641”** shall now refer to Part 115 of the Natural Resources and Environmental Act, Public Act 451 of 1994, MCL 324.11501 et seq., including all applicable rules and regulations promulgated thereunder, all as such may be amended in the future (**“Part 115”**).

1.3 Paragraph 2 of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“Following execution of the Fifth Amendment, the Township will adopt a Resolution of Support in the form of Exhibit “C-1” attached hereto that approves the use of the Expansion Area

for solid waste landfill purposes (“Expansion Area”). WMM will take appropriate steps to have the Expansion Area included in the Plan by promptly submitting the Resolution of Support to the Wayne County Facility Inclusion Committee under the “Facility Inclusion Process” provisions of the current Plan. While the parties hereto cannot control the timeframe of the approval process, the parties shall exercise best faith efforts to expedite the process. The Township agrees to actively support the inclusion of the Expansion Area throughout the course of the Facility Inclusion Process.

Following Wayne County’s inclusion of the Expansion Area in the Plan and its issuance of a Letter of Consistency, WMM will prepare a construction permit application for the Expansion Area for submittal to the MDEQ. WMM anticipates that MDEQ will need to issue a wetland permit prior to the time MDEQ will issue the construction permit for the Expansion Area.

Pending issuance of the Letter of Consistency the parties shall deposit the Rescinding Resolution and Release of Deed Restrictions in escrow, to be held by either the Township or WMM’s attorney. Such documents shall be released from escrow strictly in accordance with the following:

- i) In the event that the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency do not take place within twenty-four (24) months following the date of execution of this Fifth Amendment, Township shall have the right, in its sole discretion, to terminate this Fifth Amendment in its entirety. Following such termination: a) the Deed Restrictions and the Rescinding Resolution shall be released from escrow and returned to the Township and shall be deemed null and void, b) the Resolution of Support shall be deemed null and void, and c) the Host Agreement and the Supplemental Documents shall be deemed to remain in full force and effect.
- ii) In the event of the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency within the twenty-four month period set forth above, the Rescinding Resolution and the Deed Restrictions shall be released from escrow and shall be deemed in full force and effect, and the Deed Restrictions shall be recorded with the Wayne County Register of Deeds.”

1.4 Paragraph 4 of the 1990 Agreement and Paragraph 2 of the Fourth Amendment are hereby amended in their entirety and shall read as follows:

“The Township will support future WMM applications for permits (including, without limitation, wetland, solid waste, air, storm water, soil erosion and sanitary sewer permits) to expand the Landfill in the Expansion Area, in accordance with the terms of the Host Agreement. The Township will reserve the right to retain an engineering/environmental consultant to review and comment on any plans that WMM submits to MDEQ. Prior to submittal of any such Plans to MDEQ, WMM shall provide a copy to the Township.”

1.5 New Sub-Paragraphs 6 e), f), g) and h) to the 1990 Agreement are hereby added:

“e) The frontage property located along Ecorse Road consist of two areas, that being the Landscaped Buffer Area (shown as such on Exhibit “A”) and Setback Area (shown as such on Exhibit “A”), and solid waste will not be disposed of on either of such areas.

The Setback Area may be used for construction and operation of ancillary facilities in support of Landfill operations, such as sedimentation basins, flares, blower plant, gas plant or storage building. The provisions of Paragraphs 14 and 15 of the 1990 Agreement shall apply to the development of the Setback Area. In addition, WMM shall exercise best faith efforts not to locate sedimentation ponds along Ecorse Road, without the express approval of the Township.

WMM will make the Landscape Buffer Areas along Ecorse Road (approximately 50 feet wide) and I-275 (approximately 25 feet wide) available to the Township for recreational use as a hiking/biking trail. The construction, operation and maintenance of such trails shall be solely at the Township’s expense. While the construction of such a bike/hiking path along Ecorse Road will require securing the approval of the other property owners, WMM agrees that such recreational path may be installed along Ecorse Road if and when all necessary land owner approvals are obtained.

Exhibit “A” is a conceptual drawing, and is subject to minor revisions in the course of the detailed engineering design process.

f) The Landfill height limitations, as set forth in Paragraph 6 b) of the 1990 Agreement, as amended by Paragraph 2 of the Third Amendment, shall remain in effect and shall be applicable to the Expansion Area.

g) WMM will install and maintain landscaping and WMM shall provide regular mowing within the Landscaped Buffer Area, in accordance with plans to be agreed upon by the parties. WMM shall establish a budget of \$350,000 for landscaping purposes within the Expansion Area. During the time Landfill operations are conducted in the Expansion Area, WMM will coordinate all landscaping work; provided however, the Township shall have the right to coordinate any landscaping work within the public rights-of-way. All landscaping plans shall be submitted in advance to the Township for its review and approval.”

h) Subsequent to the Effective Date and prior to the issuance of the MDEQ construction permit for the Expansion Area, WMM may conduct soil borrowing on within the Expansion Area subject to the following: i) WMM shall comply with the provisions of Paragraphs 14 and 15 of the 1990 Agreement, and ii) WMM shall comply with all applicable laws and regulations.

1.6 The second sentence in Paragraph 8(b) of the 1990 Agreement and Paragraph 2(a) of the Second Amendment are hereby amended in their entirety and shall read as follows:

WMM will continue to offer free curbside collection and disposal services (household waste, yard waste, recyclables), in the manner currently being provided to Township

residents, to Township residents for a period of five (5) years from the Effective Date. Following the end of such five (5) year period: i) WMM shall be responsible solely for the cost of solid waste and yard waste disposal services, ii) Township residents or the Township shall be responsible for the cost of curbside collection services (household waste, yard waste, recyclables), and iii) at Township's election: x) WMM shall continue to provide such curbside collection services at rates that are competitive with rates being charged for similar services to residents in Wayne County, or y) Township may secure such curbside collection services pursuant to competitive proposals or a competitive bidding process.

WMM shall make available on a once per year basis, on a date mutually agreed upon by the parties, a space at the Landfill for drop-off of household hazardous wastes by Township residents. While there shall be no charge for the use of such space, payment for the costs for disposal of such household hazardous wastes collected on such drop-off dates shall be as set forth in Paragraph 3a) of the Third Amendment.

1.7 The second paragraph of Paragraph 9 of the 1990 Agreement is hereby deleted, and the following language is added to Paragraph 9 of the 1990 Amendment (as such paragraph was amended by Paragraph 2(e) of the Second Amendment):

“a. The parties previously established the “Opening Day” as such term is used in Paragraph 9 of the 1990 Agreement, as May 1. Commencing and effective on May 1 immediately following the Effective Date, the host fee set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) will be amended as set forth below.

b. The fee per yardage/tonnage as set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) shall increase annually at the rate of two percent (2%) per annum.

c. The minimum annual host fee guarantee amount set forth in Paragraph 2e) of the Second Amendment shall continue to apply, and there shall be no annual escalation.

d. The 10 year annual average host fee set forth in Paragraph 2e) of the Second Amendment (as amended by Paragraph 3c) of the Third Amendment) shall continue to apply, and there shall be no annual escalation.

e. No later than thirty (30) days following the Effective Date, WMM shall pay the Township a single lump sum payment in the amount of Eight Million Dollars (\$8,000,000.00).”

1.8 Paragraph 10(c), (d), and (e) of the 1990 Agreement and Paragraph 3(e) of the Third Amendment are hereby amended and restated to read as follows:

“WMM shall provide to the Township on an annual basis, no later than January 31 of each year during the term of the Host Agreement (except as expressly noted otherwise below), the following grants:

- \$100,000.00 Beautification Grant
- \$50,000.00 Environmental Grant
- \$200,000.00 Public Health Grant
- \$15,000.00 Cultural Activities Grant
- \$20,000.00 Senior Center Grant (this grant will commence on the date of execution of the Fifth Amendment, with the initial payment due January 31, 2018)
- \$5,000.00 Service Center Grant (the first payment of this grant shall take place upon execution of this Fifth Amendment, with the initial payment due January 31, 2018, and this grant shall continue in effect following the initial payment solely during the term of the Clubhouse Lease)
- \$250,000 Capital Improvement Grant (this grant will commence on January 31 of the year immediately following the Effective Date).

1.9 Paragraph 11 and Paragraph 11a of the 1990 Agreement are hereby amended by substituting Waste Management, Inc. for Waste Management of North America, Inc. (“WMNA”). Upon execution of this Fifth Amendment, Waste Management Inc. (“WMI”) shall execute a Corporate Guaranty in the form of Exhibit “D” attached hereto. Following WMI’s execution of the Corporate Guaranty, as noted above, WMNA shall be relieved of all future guarantee obligations under the 1990 Agreement. By way of clarification, all references to either “Township” or “Company” as set forth in the Corporate Guarantee shall refer to Van Buren Township. In addition, WMM shall provide a liability insurance policy covering standard form casualty losses arising out of the performance of its obligations hereunder, in an amount not less than One Million Dollars (\$1,000,000.00). The Township shall be named as an additional insured upon any such policy of liability insurance.

1.10 The second and third sentences in Paragraph 13(b) of the 1990 Agreement are hereby amended and restated in their entirety, and shall read as follows:

“(b) Upon execution of the Fifth Amendment, all language in the Host Agreement as well as any prior agreements or understandings of any type or Township Resolutions (including, without limitation, the provisions of the Supplemental Documents) which limit the volumes, sources or types of waste that may be accepted at the Landfill shall be deemed null and void, and the following terms shall govern:

- i) WMM may accept any and all wastes that are currently authorized or may in the future be authorized to be accepted at Michigan Type II landfills, as set forth under Part 115. Woodland Meadows is a Type II landfill and MDEQ has adopted a regulatory scheme under Part 115 that strictly address the handling and disposal of all of these types of non-hazardous waste, and the provisions of Part 115 shall govern in all respects.
- ii) Notwithstanding the above, WMM shall not be permitted to dispose of any non-hazardous or hazardous waste at the Landfill

generated as a by-product of hydraulic fracturing without the express prior approval of the Township.”

- iii) WMM shall manage the Landfill Facility in such a manner as to prevent off-site odors. Such requirements shall particularly apply to the acceptance and disposal of bio-solid materials.

1.11 Paragraph 13(d) of the 1990 Agreement is hereby amended by adding the following sentence:

“Solid waste vehicles shall not access the Landfill off of Ecorse Road, without the prior written approval of the Township.”

1.12 Paragraph 13(h) of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“WMM will provide the Township, on an annual basis, a report showing the estimated remaining disposal capacity at the Landfill, including an estimate of the number of months of remaining life.”

1.13 Paragraph 18 of the 1990 Agreement, as amended by Paragraph 4 of the Third Amendment and clarified by the Township’s December 15, 1995 Letter of Understanding is hereby amended in its entirety and shall read as follows:

“WMM has provided the Township with an engineering report prepared by Golder and Associates confirming the construction of a ski slope on the closed portion of the Landfill is not practical from an environmental or engineering perspective. As such, WMM is relieved of any obligation to construct such ski slope pursuant to the terms of the Third Amendment. WMM and the Township shall jointly establish an end-use planning committee, on or before five (5) years from the date of closing of the Landfill, to be comprised of WMM and Township representatives, as well as residents. This committee will develop an end-use plan for the closed Landfill that is economically viable and is also viable from an engineering and environmental perspective.” The cost of implementing the end-use plan agreed upon by WMM and the end-use committee and WMM shall be borne by WMM.

1.14 The following Paragraphs 20(g) – (k) shall be added to the 1990 Agreement:

- “(g) WMM may elect to close the Golf Course and Clubhouse at any time following the Effective Date. As such, the Golf Course and Clubhouse shall continue to be operated pending receipt of the Letter of Consistency.
- (h) At any time within six (6) months following the date of closure of the Golf Course and Clubhouse, the Township may elect to enter into the Clubhouse Lease with WMM, in the form of Exhibit “F” attached hereto.

- (i) No later than thirty (30) days from the date of the execution of the Fifth Amendment, WMM will release to the Township all amounts held in the Golf Course escrow account, which account was created under the terms of the 1990 Agreement for the purpose of subsidizing golf fees for residents.
- (j) Upon payment to the Township of the amounts held in the escrow account, as set forth above, WMM shall be relieved of any obligation to make any further contributions to the escrow amount. Provided however, during the period of time in which the Golf Course remains open, WMM shall continue to provide the current subsidies solely for the benefit of Township residents utilizing the Golf Course.
- (k) Beginning as of January 1 in the year in which the Effective Date takes place, the \$200,000.00 annual tax guarantee to the Township called for under Paragraph 20a of the 1990 Agreement, as amended by Paragraph 3 of the First Amendment, shall be eliminated and WMM shall be relieved of any further obligation to provide such annual tax guarantee.”

1.15 Paragraph 21 of the 1990 Agreement is amended in its entirety, and shall read as follows:

“Upon execution of the Fifth Amendment, the Township will execute the Release of Deed Restrictions in the form of Exhibit “E” attached hereto, removing the Deed Restrictions that otherwise restrict specified activities from taking place within the Expansion Area. Such Release of Deed Restrictions shall be held in escrow, pending receipt of the Letter of Consistency, in accordance with the terms of Paragraph 1.3 of the Fifth Amendment. ”

1.16 Paragraph 22 of the 1990 Agreement is hereby amended and restated in its entirety, and shall read as follows:

“No later than thirty (30) days following the Effective Date, WMM will offer to enter into Reimbursement Agreements with those homeowners of the properties listed in Exhibit B-2 attached hereto. A copy of the form Reimbursement Agreement to be presented to such homeowners is attached as Exhibit “B-1”. Following receipt of the Reimbursement Agreement from WMM, these homeowners will have a period of 90 days in which to decide whether or not to enter into such Reimbursement Agreement. If the homeowner so decides, the Reimbursement Agreement will remain in place for the ten (10) year term (commencing on the date of issuance of the solid waste permit by MDEQ), and if the homeowner sells the property during that ten (10) year period, WMM is required to provide the applicable benefits under the Reimbursement Agreement, following which time the Reimbursement Agreement terminates. Under the terms of the Reimbursement Agreement, if the homeowner signs the Reimbursement Agreement and passes away during the course of the ten (10) year term without selling the property, the Reimbursement Agreement will remain in place for the benefit of the homeowner’s heirs for the remainder of the ten (10) year term.”

1.17 Paragraph 26 of the 1990 Agreement is amended and restated in its entirety, and shall read as follows:

“The Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in effect through the period of time in which the Landfill, including the Expansion Area, is accepting solid waste for disposal.”

**Article II – General Provisions**

2.1 **Ratification.** WMM hereby reaffirms, ratifies and incorporates the terms of the Host Agreement, as amended by the terms of this Fifth Amendment. The terms of the Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in full force and effect.

2.2 **Interpretation.** In the event of any inconsistency between the terms of this Fifth Amendment, the terms of this Fifth Amendment shall govern. It is the intent of the parties that the documents comprising the Host Agreement be read in a consistent manner so as to give full effect to the terms set forth in this Fifth Amendment

2.3 **Notices.** Paragraph 27 of the 1990 Agreement shall be amended and restated in its entirety, and shall read as follows:

Any notice, communication or statement required or permitted to be given under the Host Agreement shall be in writing and shall be deemed to have been sufficiently given when sent, if sent by registered or certified mail, postage pre-paid, return receipt requested, or nationally recognized overnight mail delivery, to the address of the respective party set forth below, and if sent by other means, when delivered to the respective party at the addresses set forth below:

If to the Township:	Township Supervisor Van Buren Township 46425 Tyler Road Belleville, Michigan 48111
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Township Clerk Van Buren Township 46425 Tyler Road Belleville, Michigan 48111
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If to Waste Management of Michigan, Inc. or Waste Management, Inc.	Area President Waste Management of Michigan, Inc. 48797 Alpha Drive, Suite 100 Wixom, Michigan 48393
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Area General Counsel  
Waste Management  
117 Wentworth Court  
Brampton, Ontario L6T5L4  
CANADA

The parties hereby execute this Fifth Amendment the day and year first above written.

**TOWNSHIP OF VAN BUREN**

**WASTE MANAGEMENT OF  
MICHIGAN, INC.**

By: \_\_\_\_\_  
Title: Supervisor

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Clerk

11-29-17

**LIST OF EXHIBITS**

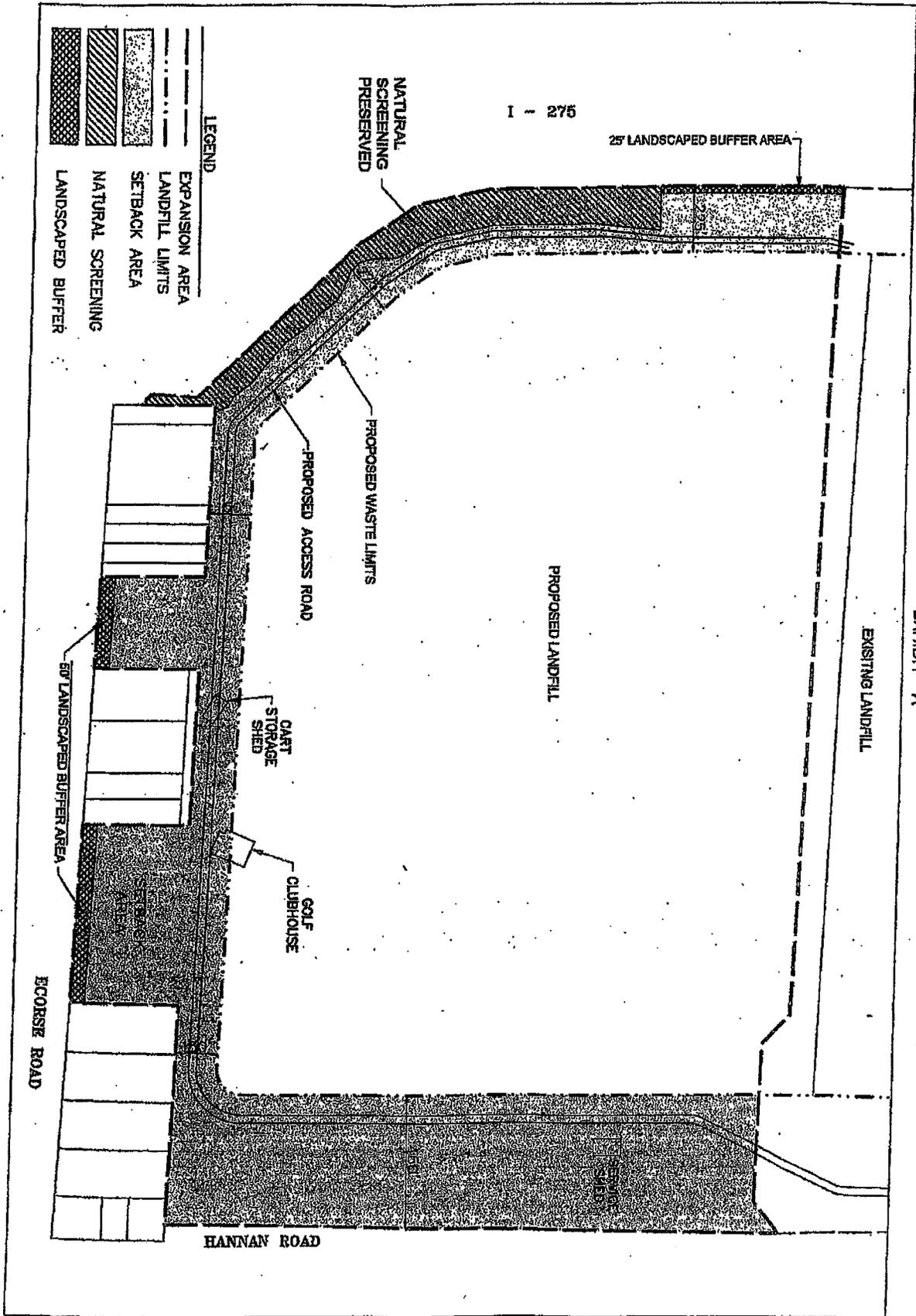
- EXHIBIT "A": Landfill Boundaries
- EXHIBIT "B-1": Reimbursement Agreement
- EXHIBIT "B-2": Eligible Property Owners
- EXHIBIT "C-1": Resolution of Support
- EXHIBIT "C-2": Rescinding Resolution
- EXHIBIT "D": WMI Corporate Guaranty
- EXHIBIT "E": Release of Deed Restrictions
- EXHIBIT "F": Clubhouse Lease

11-29-17

**EXHIBIT "A"**

**LANDFILL BOUNDARIES**

EXHIBIT "A"



**EXHIBIT "B-1"**

**REIMBURSEMENT AGREEMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Waste Management of Michigan, Inc., a Michigan corporation whose address is 48797 Alpha Drive, Suite 100, Wixom, Michigan 48393 ("WMM"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Owners").

**BACKGROUND**

- A. WMM and its affiliated companies are planning to expand a sanitary landfill on certain premises in Van Buren Township, Wayne County, Michigan, which sanitary landfill is commonly known as Woodland Meadows Recycling and Disposal Facility ("Landfill").
- B. Owners are the owners of residential real estate, located in the vicinity of the Landfill, as listed in Exhibit "B-2" attached hereto ("Owners" and "Property", respectively).
- C. WMM wishes to obtain Owners' support for the expansion portion of the Landfill and to provide the assurances to the Owners as indicated below.

THEREFORE, it is hereby agreed as follows:

- 1. **OWNERS' COOPERATION.** In consideration of the agreements and obligations of WMM set forth herein, Owners agree that they will cooperate with WMM in connection with the proposed expansion portion of the Landfill and related improvements in the vicinity of the Expansion Area ("Expansion Area"). Owners will consent to and will not take any action to interfere with, or object to, WMM's obtaining any expansion to any portion of the Landfill, and, if requested by WMM, will attend public meetings in support of the Expansion Area.
- 2. **EFFECTIVE PERIOD.** This Agreement, when signed, shall become effective and binding on the date of execution. The property guarantee provisions of this Agreement shall be in effect for a period of ten (10) years from the date of commencement of construction activities related to the expansion of the Landfill including soil borrowing, in the Expansion Area ("Construction Date"). This ten (10) year period shall be referred to as the "Effective Period".

The reimbursement provisions of this Agreement shall expire and be null and void in the event: i) WMM abandons all efforts to expand the Landfill and no construction related to the expansion of the Landfill has taken place within the Expansion Area or ii) if Owners do not sell the Property by the end of the Effective Period. In the event WMM abandons all efforts to expand the Landfill, it shall provide Owners with notice thereof.

**This Agreement shall only apply to "market sales" made by owner-occupants, and**

**shall not apply to short sales or foreclosure sales.**

3. LISTING WITH BROKER. In the event Owners elect to sell their Property during the Effective Period, Owners shall utilize the services of a real estate broker who shall be licensed in Michigan, not related to the Owners and, unless waived by WMM, shall be a member of the Board of Realtors Multiple Listing Exchange. Owners shall give WMM notice of their intent to list the Property for sale as well as the name of the broker with whom they wish to contract, and shall obtain WMM's approval of said broker. WMM will not unreasonably withhold such approval. If WMM objects to the Owners' choice of a broker, WMM shall state those objections, in writing, to Owners. In the event WMM reasonably objects, the Owners shall choose another broker, and proceed as described above. As sellers of the Property, Owners shall be responsible for the broker's fee.
  
4. DETERMINATION OF APPRAISED VALUE. The listing price for the Property shall be determined by the Owners, but shall not be less than the Appraised Value, as determined in accordance with the provisions of this Paragraph 4, and if applicable, Paragraph 5 herein. For the purposes of this Agreement, a "Qualified Professional Appraiser" shall mean a person who is licensed by the State of Michigan, not related to the Owners, who is not an employee or contractor of WMM or its affiliates and does not otherwise have a business relationship with WMM or its affiliates, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Upon receipt of notice from the Owners' of their intention to list the Property for sale, WMM shall secure the services of a Qualified Professional Appraiser, who shall determine the Appraised Value.

When a Qualified Professional Appraiser is hired pursuant to this Paragraph 4 or, if applicable, Paragraph 5, he or she shall be instructed to determine the fair market value of the Property as follows:

- a. Assume the existence of the Landfill, but assume that no landfilling activities were being undertaken or would be undertaken in the expansion portion of the Landfill;
- b. Utilize comparable Property, located a sufficient distance away from the Landfill so that, in the opinion of the appraiser the selling price of that Property was not influenced by the presence of the Landfill;
- c. Utilize comparable Property, located approximately the same distance from major population centers so that in the opinion of the appraiser the selling price of the comparable Property was not influenced by its closer proximity to new or existing population centers;
- d. Establish a fair market value which is based upon the use and zoning classification of the Property on the effective date of the Agreement (without considering sales contingent on rezoning);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional

Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

- f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards, and regulations which conflict with these instructions; and
- g. The Qualified Professional Appraiser shall note the condition of the Property, both interior and exterior, at the time of the appraisal.

5. OWNERS RIGHT TO CHALLENGE APPRAISED VALUE. If the Owners do not agree on the Appraised Value of the Property as determined by the Qualified Professional Appraiser secured by WMM, then Owners may elect to hire, at Owners' expense, a second Qualified Professional Appraiser, and shall so notify WMM. If WMM objects to Owners' choice of appraisers, it shall state those objections, in writing, within ten days of the notification of the choice of appraisal, to Owners. In the event WMM reasonably objects, Owners shall choose another Qualified Professional Appraiser, and proceed as described below.

In the event a second Qualified Professional Appraiser is retained, the Appraised Value shall be finally determined by a joint written determination, signed by the two Qualified Professional Appraisers.

6. TERM OF LISTING. Owners shall list the Property within 10 days of Owners' receipt of the Appraised Value (as determined in Paragraphs 4 or 5 above), at a value equal to or in excess of the Appraised Value. **During the listing term, if the Owners refuse to accept: i) any offer of purchase at or above the Appraised Value, or ii) any offer of purchase lower than the Appraised Value, but which WMM advises the Owner to accept, this Agreement shall be deemed null and void.**

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 270 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

7. OFFERS TO PURCHASE. The Owners shall accept any offer of purchase at or above the Appraised Value and, in such event, WMM will have no liability to Owners. Owners shall provide WMM with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 270 days, not to accept any offer below the Appraised Value without the express and written approval of WMM. In no event shall the Owners entertain anything other than good faith, bona fide offers of purchase.

8. WMM'S CONSENT TO PURCHASE. WMM shall have the right to make

counter offers on any offers of purchase which are below the Appraised Value. In the event the Owners accepts any such counter offer made or requested by WMM, or in the event WMM otherwise consents to a sale of the Property below the Appraised Value, the provisions of Paragraph 10 shall apply.

9. SALE WITHOUT WMM'S CONSENT. If the Owners have not received an offer of purchase at or above the Appraised Value within 270 days of listing the Property for sale, or WMM has not consented to the sale of the Property below the Appraised Value during such 270 day period, the Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. Owners shall notify WMM, in writing, of its intention to accept such offer. In the event Owners elect to pull the Property off the market following the 270 day listing period, this Agreement shall be deemed terminated. If Owners elect to re-list the Property following the 270 day listing period, Owners must do so within 60 days thereafter, or this Agreement shall be deemed terminated.
10. OWNER'S CLAIM. The term "Sales Price" shall be the gross sales price of the Property. If the Sales Price of the Property is less than 150% of the Appraised Value, as determined herein, and Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to the expansion portion of the Landfill, it shall make a claim to WMM, requesting payment for the difference between 150% of the Appraised Value and the Sales Price. Within thirty days of such request, WMM shall pay the Owner the difference.
11. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Owners. The guarantee given by WMM to guarantee the Property value is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as set forth in Paragraph 2.
12. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Michigan. Disputes concerning the application or terms of this Agreement shall be subject to the jurisdiction of the Wayne County Circuit Court.

Executed as of the date first written above.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**WASTE MANAGEMENT OF MICHIGAN, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OWNERS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )        SS

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared before me, and being first duly sworn by me, did say that he is the \_\_\_\_\_ of Waste Management of Michigan, Inc., the corporation named in and which executed the foregoing instrument; and the said acknowledged said instrument on behalf of the corporation.

\_\_\_\_\_  
Notary Public, Wayne County, MI  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                  )  
COUNTY OF \_\_\_\_\_ )        SS

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared before me, and acknowledged the foregoing instrument.

\_\_\_\_\_  
Notary Public, Wayne County, MI

ATTACHMENT TO REIMBURSEMENT AGREEMENT

Property commonly known as \_\_\_\_\_, Van Buren Township, Wayne County, Michigan.

Full legal description is as follows:

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**EXHIBIT "B-2"**

**ELIGIBLE PROPERTY OWNERS**

<b><u>Parcel Number</u></b>	<b><u>Owner's Name</u></b>	<b><u>Property Address</u></b>
83 004 99 0016 700	Ferguson, Dwayne	39810 Ecorse Road
83 004 99 0002 000	Kaminski, Gary	40126 Ecorse Road
83 004 99 0018 700	William, Caleb J.	39750 Ecorse Road
83 004 99 0027	Dingman, Corey and Amy	7328 Hannan Road
83 004 99 0028	Stain, Sharon D.	7346 Hannan Road

**EXHIBIT "C-1"**

**CHARTER TOWNSHIP OF VAN BUREN RESOLUTION**

**RESOLUTION OF SUPPORT**

BE IT RESOLVED, by the Charter Township of Van Buren ("Township")

WHEREAS, Waste Management of Michigan, Inc. ("WMM") owns property containing approximately 200 acres on the south side of Van Born Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development ("Expansion Area");

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area ("Landfill"), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder ("Part 115"), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township;

WHEREAS, the Landfill will be particularly described in a proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee ("Implementation Committee");

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan;

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities;

THEREFORE BE IT RESOLVED, that the Township consents to be the host municipality for the Landfill;

BE IT FURTHER RESOLVED, that the Township hereby recommends that the Landfill be included in the Plan under the "Fast Track" provisions of the Plan and further recommends inclusion of the Landfill and approval of said Plan by the Michigan Department of Environmental Quality;

BE IT FURTHER RESOLVED, that in consideration of the terms and conditions contained within the Host Community Agreement between the parties, including the Fifth Amendment, the Township hereby waives any and all objections to the siting of the Landfill on the Expansion Area;

BE IT FURTHER RESOLVED, that the Board of Trustees of the Township is hereby authorized to execute the Fifth Amendment, to which this Resolution is attached as Exhibit "C-1";

BE IT FURTHER RESOLVED, that this Resolution is expressly contingent upon execution of the Fifth Amendment and shall not be deemed to take effect until such time as the Fifth Amendment shall be executed;

BE IT FURTHER RESOLVED, that a copy of this Resolution of Support for the Landfill shall be mailed by the Township Clerk to the Wayne County Solid Waste Facility Inclusion Committee, Department of Public Services, 3600 Commerce Court, Building E, Wayne, Michigan 48184, Attention: Director, Land Resources Management Division, as evidence of the Township support of the Landfill expansion.

I hereby certify that the foregoing Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on \_\_\_\_\_ by action of said Board.

**ATTEST**

By: \_\_\_\_\_  
Clerk  
Charter Township of Van Buren Resolution \_\_\_\_\_

**EXHIBIT "C-2"**

**CHARTER TOWNSHIP OF VAN BUREN**

**RESCINDING RESOLUTION**

BE IT RESOLVED, by the Charter Township of Van Buren, that Township Resolution 2008-44 and 2010-28, as well as all prior agreements between the Township and Waste Management of Michigan, Inc. (including the "Supplemental Documents", as such term is defined in the Fifth Amendment to Host Community Agreement referenced below ("Fifth Amendment")) that are expressly inconsistent with the terms of the Fifth Amendment, are hereby rescinded;

BE IT FURTHER RESOLVED, that this Rescinding Resolution shall become effective only upon the date that the Expansion Area (as such term is defined in the Fifth Amendment) is included in the Wayne County Solid Waste Plan ("Plan") and a Letter of Consistency is issued by Wayne County, confirming the inclusion of the Expansion Area in the Plan.

I hereby certify that the foregoing Rescinding Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on \_\_\_\_\_ by action of the Board.

**ATTEST**

By: \_\_\_\_\_  
Clerk  
Charter Township of Van Buren Resolution \_\_\_\_\_

**EXHIBIT "D"**

**WMI CORPORATE GUARANTY**

**Guarantee Agreement**

This Guarantee Agreement (this "Guarantee"), dated as of \_\_\_\_\_, 201\_, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

**WITNESSETH:**

WHEREAS, Waste Management of Michigan, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Host Community Agreement, as subsequently amended (including, without limitation, the Fifth Amendment to Host Agreement) (collectively, the "Agreement") with Van Buren Township (the "Township");

WHEREAS, under the terms of the Agreement, WM Subsidiary and Township have agreed to expand Woodland Meadows Landfill; and

WHEREAS, Guarantor will directly or indirectly benefit from the provisions of the Agreement;

NOW THEREFORE, in consideration of Company entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. **GUARANTY.** Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the performance of all obligations of the WM Subsidiary, including the payments of monies that may be due and owing under the Agreement ("Obligations") of WM Subsidiary (the "Obligations") to Company under the terms of the Agreement.

2. **DEMANDS AND NOTICE.** If WM Subsidiary fails or refuses to meet any Obligations, Company shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to meet and demand that performance be made by WM Subsidiary. If WM Subsidiary's failure or refusal to perform continues for a period of fifteen (15) days after the date of Company's notice to WM Subsidiary, and Company has elected to exercise its rights under this Guarantee, Company shall make a demand upon Guarantor (hereinafter referred to as a "Demand"). A Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that Company is calling upon Guarantor to pay under this Guarantee. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that Company seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Company in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Township: Van Buren Township  
46425 Tyler Road  
Van Buren Township, Michigan 48111  
Attn: Supervisor  
Fax No. \_\_\_\_\_

To Guarantor: Waste Management, Inc.  
1001 Fannin Street  
Houston, Texas 77002  
Attn.: General Counsel  
Fax No.: (855) 269-1367

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Company, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of Company, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and Company and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

**WASTE MANAGEMENT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "E"**

**RELEASE OF DEED RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Van Buren Charter Township ("Township"), a Michigan municipal corporation hereby waives, terminates and releases the Restrictions, as such term is set forth below, on the property described in Exhibit "A" attached hereto ("Expansion Area").

Such Restrictions are set forth in the May 4, 1990 Host Community Agreement between the Township and Waste Management of Michigan, Inc. and are exclusively for the benefit of the Township and for no other person or entity. The term "Restrictions" is defined as follows:

"Said property described in Exhibit "A" shall not be used for any landfill or any use or industry which involves the receipt, processing, shipping or handling of any waste materials (whether Act 641, hazardous, or toxic waste, whether solid or liquid in form), as a primary business activity of said use. Whether or not primary in nature, there shall be no landfill or disposal activity permitted on the subject parcel."

The Township has caused this Release to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**TOWNSHIP OF VAN BUREN**

By: \_\_\_\_\_  
Title: Supervisor

By: \_\_\_\_\_  
Title: Clerk

STATE OF MICHIGAN     )  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_, Supervisor of the Township of Van Buren and \_\_\_\_\_, Clerk of the Township of Van Buren.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**[Print or type name]**  
Acting in \_\_\_\_\_, County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and after recording return to:  
DAVID A. DOMZAL, ATTORNEY AT LAW  
535 Griswold Street, Suite 1000  
Detroit, MI 48226

11-29-17

**EXHIBIT "F"**

**CLUBHOUSE LEASE**

11-29-17

## AGREEMENT FOR LEASE OF REAL ESTATE – LAND AND BUILDING

THIS LEASE ("Lease") is made as of the date noted below, by and between Waste Management of Michigan, Inc., a Michigan corporation ("WMM") and Van Buren Charter Township, a Michigan municipal corporation ("Township"), collectively the "parties".

WITNESSETH:

### 1. PREMISES AND TERM

WMM, for and in consideration of the rents and of the covenants and agreements herein contained, does hereby lease to the Township the following property located at the Woodlands of Van Buren Golf Course: the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet), including non-exclusive use of adjacent driveways and parking areas but excluding the service shed located off Hannan Road ("Leased Premises"). A sketch of the Leased Premises is attached as Exhibit "1" hereto. The personal property that is subject to this Lease is listed in Exhibit "2" attached hereto.

The term of this Lease shall commence on the date agreed upon by the parties under the terms of the Fifth Amendment to Host Community Agreement previously entered into between the parties. The term of this Lease shall expire on the earlier to occur of the date of: i) the effective date of the Township's written notice of termination of this Lease (Township shall provide a minimum of 30 days prior notice), or ii) December 31, 2040 ("Term").

### 2. RENT

During the Term, Township hereby covenants and agrees to pay annual rental of One Dollar and 00/100 (\$1.00).

### 3. OPERATING EXPENSES

Township shall be responsible for all operating expenses associated with the use and occupancy of the Leased Premises, including, without limitation, the following ("Operating Expenses"):

- utilities (electric, gas, water, phone, sewer, internet)
- general liability insurance and automobile liability insurance
- outdoor maintenance, including grounds and landscaping maintenance, snow plowing; and parking lot repair and replacement
- trash disposal and recycling
- cleaning services
- maintenance and repairs, including maintenance and repair of the structural parts of the building and other improvements that are part of the Leased Premises, such as foundations, load bearing and exterior walls, subflooring and roof, window

frames, gutters and downspouts, and heating, ventilating and air conditioning system.

Township shall maintain the Leased Premises in conformance with all Laws (as defined below).

During the term of this Lease, WMM shall provide to Township an annual \$5,000 Service Center Grant. The first payment of this Service Center Grant shall be made upon execution of the Fifth Amendment. For each subsequent year of the Lease term, WMM shall pay the annual Service Center Grant to the Township on the first business day of each calendar year. In all other respects, the Service Center Grant shall continue in effect solely during the Term of this Lease.

#### 4. USE OF PREMISES / ALTERATIONS AND REPAIRS/QUIET ENJOYMENT

Township and all persons claiming by, through or under Township may use and occupy the Leased Premises for any lawful purpose. Township shall maintain, and shall bear the cost of maintaining the Leased Premises in compliance with all Laws (as defined below), governing the conduct of Township's business on the Leased Premises, and WMM shall have no obligation with respect thereto.

The Leased Premises shall not be used for any purpose related to the processing, transfer, storage, recycling or disposal of hazardous waste.

Township may not make any alterations and changes to the Leased Premises without WMM's advance written consent, which consent shall not be unreasonably withheld. If Township shall alter or change the Leased Premises during the term of this Lease, Township shall secure all required governmental approvals and comply with all statutes, ordinances, laws, orders, rules, permits, licenses, regulations and requirements of all applicable federal, state, county and other agencies or authorities now in effect with respect to the use, occupation or alteration of the Leased Premises ("Laws"). All Township's alterations and changes shall be solely at Township's expense.

Township shall vacate and deliver up the Leased Premises upon the expiration of the Term of this Lease, or any renewal thereof, or sooner termination of the term of this Lease, in substantially the same condition as received, reasonable wear and tear excepted. Also excepted are any modifications that WMM has approved hereunder.

During the term of this Lease, Township shall keep, afford and allow access to WMM to the Leased Premises at all reasonable times.

WMM shall provide Township quiet enjoyment of the Leased Premises, and shall not unreasonably interfere with Township's use of the Leased Premises as a result of WMM's

operation of the Landfill (including, with limitation, the generation of noise and odors) in proximity to the Leased Premises.

Subject to the terms hereof, particularly the provisions of Paragraph 8 granting WMM the prior right to approve or reject the Township's transfer, assignment etc. of any Lease rights, the Township may sublease, assign, offer concession rights, and so forth, and Township shall be entitled to all proceeds received as a result hereof.

## 5. CASUALTY

It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in material part such that Township cannot reasonably continue its business operations, by fire or other casualty during the term hereof, the Township will repair and restore the same to good tenable condition within 90 days, to the extent practicable, Township shall be entitled to all insurance proceeds, and the Rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro rata for the portion rendered to a tenable condition. The foregoing notwithstanding, in the event of a fire or other casualty, Township shall have the option of assigning all insurance proceeds (other than as relates to personal property or business interruption insurance) to WMM and terminating this Lease upon written notice to the WMM, at which time the parties shall be relieved from all further obligations hereunder.

## 6. INSURANCE

Each of the policies required in this Section 6 may not be cancelled, terminated or reduced by Township without first giving at least thirty (30) days' prior written notice to the WMM. All coverage shall be provided by insurance companies acceptable to WMM having a AM Best Rating of B++ or better,

Township shall carry and maintain the following types of insurance with respect to the Leased Premises and shall name WMM as an additional insured under said insurance for policies (i) through (iv).

Broad form Commercial General Liability insurance policy with a policy limit of \$1,000,000 per occurrence, \$5,000,000 in the aggregate.

Excess liability insurance, with a minimum policy limit of \$5,000,000 per occurrence and in the aggregate.

Automobile, automobile liability insurance for each automobile owned or leased by Township, with a \$1,000,000 per occurrence policy limit.

Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.

Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits as Township deems appropriate, for Township's personal property located in or on the Leased Premises.

Pollution Legal Liability in an amount not less than \$1,000,000.00.

#### Endorsements

The commercial general liability insurance policy and the excess liability policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Premises" endorsement, naming WMM as Additional Insured.

The General Liability and Automobile Liability policies required in Section 6.2 shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the WMM has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Township."

Certificates. Township shall provide WMM with certificates of insurance evidencing the existence of the coverages described above during all periods which Township has possession of or is using the Leased Premises. Township shall not be released from any liability whatsoever if Township fails to maintain the coverages described above. Township shall not be entitled to possession of the Leased Premises for any period during which Township is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

WMM Right to Obtain. In the event Township fails to obtain, pay for and maintain any insurance required herein, WMM may, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by WMM shall be deemed Additional Rent hereunder, and shall be paid by Township to WMM upon demand. In addition, WMM may recover from Township, and Township agrees to pay as Additional Rent to WMM, any and all reasonable expenses (including attorneys' fees) and damages which WMM may have sustained by reason of the failure of Township to obtain and maintain such insurance, it being expressly declared that the expenses and damages of WMM shall not be limited to the amount of premiums thereon.

## 7. INDEMNIFICATION

Township, to the extent allowed by applicable law, agrees to defend, indemnify and save the WMM harmless from and against any and all liability, loss, damage, Environmental Damages (as defined herein) and expense (including reasonable attorneys' fees) and from and against any and all suits, claims and demands of every kind and nature, made by or on behalf of any and all persons, firms or corporations, and arising out of or based upon any accident, injury, loss or damage, however occurring, which happens in, on or about the Leased Premises or entrances thereto during the term of this Lease due to Township's negligence or arising out of any breach or default on the part of the Township in the performance or observance of any covenant or agreement on the part of the Township to be performed or observed pursuant to the terms of this Lease. Nothing in this section shall obligate Township to indemnify WMM from liability resulting from WMM's negligence, willful misconduct or breach of WMM's obligations under this Lease, nor any Environmental Damages that may be attributable to any violation of Laws associated with WMM's prior operation of the Leased Premises.

WMM agrees to give Township prompt written notice of any claims or demands against the WMM arising out of or based upon any of the liabilities, losses or expenses against which Township is bound to defend, indemnify and save harmless the WMM. Township shall have full control over any claim or litigation, and WMM shall reasonably cooperate with Township in such efforts.

## 8. ASSIGNMENT AND SUBLETTING

Township shall not have the right to assign, sublet, mortgage, pledge or otherwise transfer this Lease without the prior written consent of WMM. Any such permitted assignment shall be in writing, and the assignee shall assume and agree to observe and perform all of the obligations and duties of Township under this Lease. Such permitted assignment shall not relieve Township of its obligations under this Lease.

## 9. FIXTURES AND SIGNAGE

All buildings and improvements on the Leased Premises and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings attached to the Leased Premises, sometimes herein referred to as, "Building Fixtures", if any, shall be and remain a part of the Leased Premises, subject to WMM repair or replacement as set forth above, and shall constitute the property of the WMM. Trade fixtures shall be and remain the property of the Township and may be removed from the Leased Premises upon termination of the Lease term.

All signage must comply with all applicable laws, codes and ordinances. Township shall be responsible, at its sole cost and expense, for obtaining all necessary governmental approvals and permits related to any desired signage installed by Township. All signage costs (for additional signage requested by Township), including, but not limited to, installation,

removal, and repair, shall be at Township's sole cost and expense. WMM hereby consents and grants to Township the exclusive right to place identification signage upon any portion of the Leased Premises and to establish such other signage on or about the Leased Premises that is desired by Township in its sole discretion but subject to applicable laws, codes and ordinances. WMM agrees to sign and support any and all applications related to approval of Township signage including without limitation requests for variances.

#### 10. NOTICES OR DEMANDS

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received.

- (a) if delivered by messenger, when delivered,
- (b) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested,
- (c) if telefaxed, telecopied, or sent via electronic mail, at the time in effect at the place of receipt, or at 8:00 am on the next business day thereafter if time of receipt is later than 6:00 pm, or
- (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as following:

If to WMM:                      Waste Management of Michigan, Inc.  
48797 Alpha Drive, Suite 100  
Wixom, Michigan 48393  
ATTN: Area Vice President

With a copy to:                Area General Counsel  
Waste Management  
117 Wentworth Court  
Brampton, Ontario L6T 5L4  
CANADA

If to Township:                Township Superior  
Van Buren Township  
46425 Tyler Road  
Belleville, Michigan 48111

Township Clerk  
Van Buren Township  
46425 Tyler Road

Belleville, Michigan 48111

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

11. DEFAULT AND REMEDIES UPON DEFAULT

- A. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Township, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Township, and if Township prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then WMM shall not have the right to declare the said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or reduce the right of WMM to declare said term ended and enforce all of its rights and remedies hereunder for any default not so cured.
- B. If a default occurs and is not cured within the time permitted herein, WMM shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law or other provisions of this Lease. WMM may terminate this Lease, repossess the Leased Premises by detainer suit or other court order, and recover as damages a sum of money equal to any unpaid rent as of the termination date including interest at the rate of twelve percent (12%) per annum.
- C. Alternatively, without terminating this Lease, WMM may re-enter the Leased Premises by summary proceedings and may dispossess the Township, and with process of law, use such force as may be necessary to remove all persons and chattels therefrom. WMM shall not be liable for damages to person or property by reason of any such re-entry or forfeiture. In the event of such re-entry, WMM may relet the Leased Premises, without being obligated so to do (or to otherwise mitigate its damages), and, in the event of a reletting, may apply the rent therefrom first to the payment of WMM's expenses, including attorney's fees incurred by reason of Township's default, and the expense of reletting, including but not limited to any repairs, renovation or alteration of the Leased Premises, and then to the payment of rent and all other sums due from Township hereunder, Township remaining liable for any deficiency.

- D. In the event of a default by either party, the non-defaulting party may, at its option, elect to: (i) incur any expense necessary to perform the obligation of the defaulting party and charge the defaulting party for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against the defaulting party other financial obligations owed to the defaulting party; (ii) seek and recover its actual damages.
- E. WMM Default. In the event that WMM (i) fails to fulfill any of its obligations under this Lease, which default continues for a period of more than ten ( 10) days after receipt of written notice from Township specifying such default, or if such default is of a nature to require more than ten (10 days for remedy and continues beyond the time reasonably necessary to cure (and WMM has not undertaken procedures to cure the default within such period and diligently pursued such efforts to complete such cure); (ii) fails to fulfill any of its obligations under the Lease Agreement, then WMM shall be in default under this Lease (each such occurrence a “WMM Event of Default”).
- F. Township Remedies Upon WMM Event of Default. In the event of a WMM Event of Default, Township may, at its option (in addition to any other remedy available at law or in equity), elect to (i) incur any expense necessary to perform the obligation of WMM and charge WMM for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against Rent or other financial obligations owed to WMM under this Lease; (ii) upon written notice to WMM, terminate this Lease without limiting Township’s rights to seek and recover its actual damages from WMM .
- G. The rights and remedies in this Section and under this Agreement are cumulative and shall be not be exclusive of one another.

## 12. SURRENDER OF POSSESSION

No holdover by Township or payment by Township after the termination of this Lease shall be construed to extend the term of this Lease or prevent WMM from immediate recovery of possession of the Leased Premises by summary proceedings or otherwise. Any such month-to-month tenancy or tenancy at sufferance or hold over tenancy shall be subject to every term, condition, and covenant contained in this Lease.

## 13. SUBORDINATION – ESTOPPEL

This Lease and Township’s leasehold estate and all rights of Township hereunder shall be subject to the lien of any and all mortgages which WMM may make upon any right, title or interest of WMM in the Leased Premises, and to any and all extensions and renewals and any and all new mortgages made in lieu of or in replacement of any such mortgage, provided that any such mortgage shall provide that so long as Township shall not be in default in the performance

and observance of the terms, covenants, conditions and limitations in the Lease contained on the part of the Township to be performed and observed, no foreclosure of the lien of said mortgage for default thereof shall impair the right of Township to enjoy this Lease pursuant to all its terms and conditions. In the event of acquisition of WMM's interest in this Lease by any such mortgagee or anyone claiming through or under such mortgagee, Township will recognize as its WMM such mortgagee or the person claiming through or under such mortgagee who shall so acquire title to the WMM's interest in this Lease.

Township agrees to provide estoppel statements for benefit of future lenders or purchasers stating, if applicable and including, but not limited to, that this Lease is in effect, the terms of rental payments and whether there exists any defaults by either party to the Lease.

#### 14. BROKER'S COMMISSION

WMM and Township warrant, each to the other, that there are no brokers involved in this Lease transaction. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this Lease, the party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon.

#### 15. CONDEMNATION

If the use, occupancy or title of the entire Leased Premises shall be taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (the "Condemnation"), then and in that event the term of this Lease shall terminate upon Condemnation.

In the event that a portion (but less than all) of the Leased Premises or any interest therein, including but not limited to the right of free access to the Leased Premises, shall be so taken, requisitioned or sold as to render the remaining portion of the Leased Premises unsuitable for Township's use, then the Township may, at its option, terminate this Lease and the term hereof upon Condemnation, in which event the parties shall be relieved from all further obligations hereunder. Such option shall be exercised by the Township by written notice to the WMM not less than thirty (30) days prior to the date on which possession of such portion of the Leased Premises shall be taken.

In case the taking of part of the Leased Premises by Condemnation renders the Leased Premises untenable in whole or in part, rent shall abate until the Leased Premises are again fully tenantable. If, as a result of any such taking, the area of the Leased Premises is permanently reduced, basic Rent hereunder shall be reduced in proportion to the reduction in area of the Leased Premises, and the Township may, at its option, terminate this Lease and the term hereof upon the partial Condemnation.

In the event of a Condemnation, no money or other consideration shall be payable by WMM to Township and Township has no right to share in the condemnation award or in any judgment for damages caused by such condemnation. Township shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of personal property, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of WMM's claim for the taking or otherwise reduce the amount recoverable by WMM for the taking.

16. MISCELLANEOUS

The captions of this Lease are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

The failure of the WMM to enforce any term, covenant, condition, or agreement hereof by reason of its breach by the Township after notice had shall not be deemed to avoid or affect the right of the WMM to enforce the same term, covenant, condition or agreement on the occasion of the subsequent default or breach.

All signatories to this Lease represent and warrant that he/she/they are sufficiently authorized to enter this Lease on behalf of their respective parties.

This Lease may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Facsimile signatures shall be deemed original signatures.

**WASTE MANAGEMENT  
OF MICHIGAN, INC.**

**VAN BUREN CHARTER TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Supervisor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

11-29-17

EXHIBIT 1

Sketch of Lease Premises

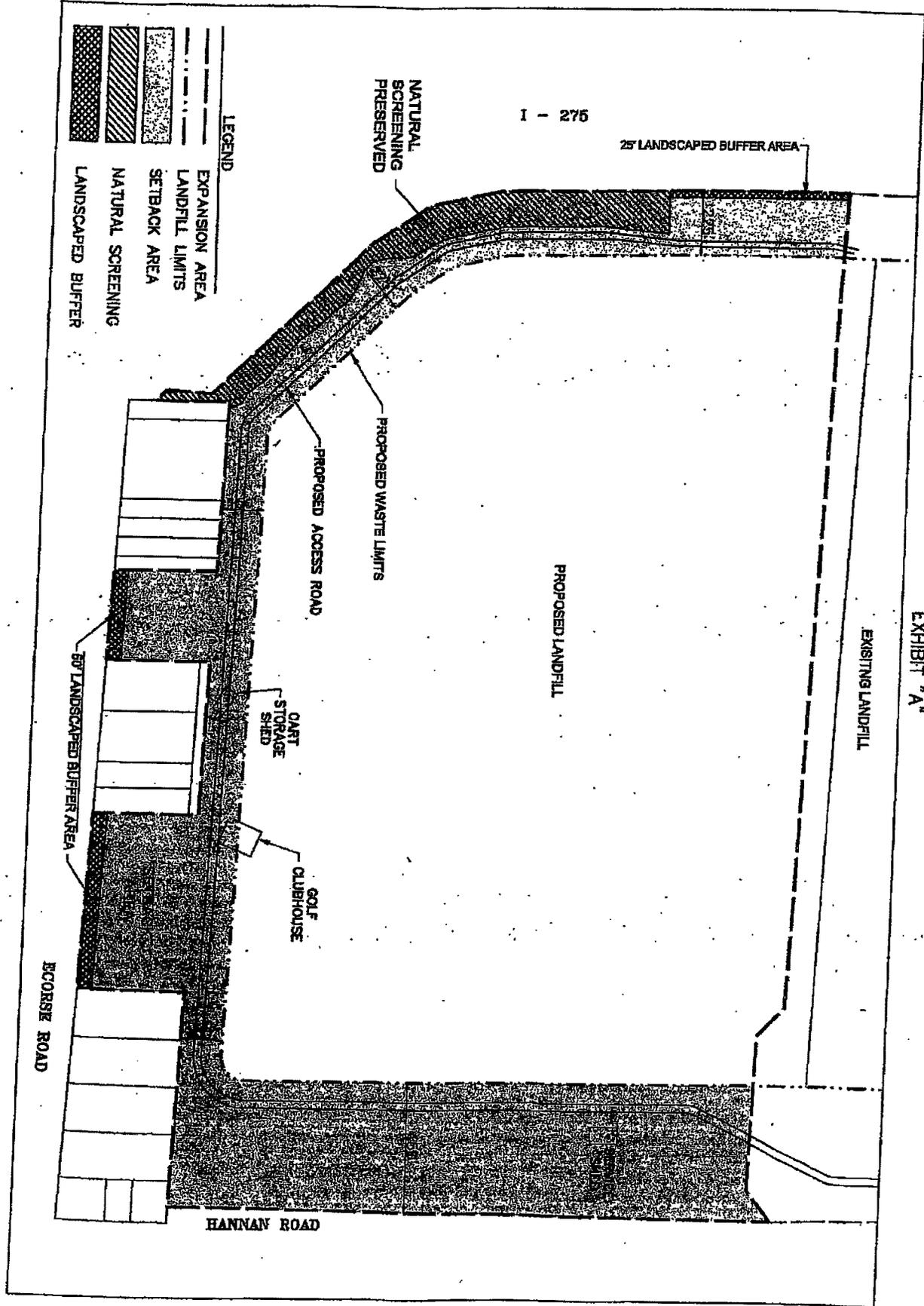
EXHIBIT 2

List of Personal Property

[Note: List will include all kitchen equipment; furniture; office equipment (excluding electronic equipment). List will exclude any equipment utilized in the operation of the golf course.]

EXHIBIT "A"

1 - 275



- LEGEND
- EXPANSION AREA
  - LANDFILL LIMITS
  - SETBACK AREA
  - NATURAL SCREENING
  - LANDSCAPED BUFFER

NATURAL SCREENING PRESERVED

25' LANDSCAPED BUFFER AREA

PROPOSED ACCESS ROAD

PROPOSED WASTE LIMITS

PROPOSED LANDFILL

EXISTING LANDFILL

50' LANDSCAPED BUFFER AREA

CART STORAGE SHED

GOLF CLUBHOUSE

ECORSE ROAD

HANNAN ROAD

# Charter Township of Van Buren

## REQUEST FOR BOARD ACTION

Agenda Item: \_\_\_\_\_

**WORK STUDY:** 12-18-17

**BOARD MEETING DATE:** 12-19-17

Consent Agenda  New Business \_\_\_\_\_ Unfinished Business \_\_\_\_\_ Public Hearing \_\_\_\_\_

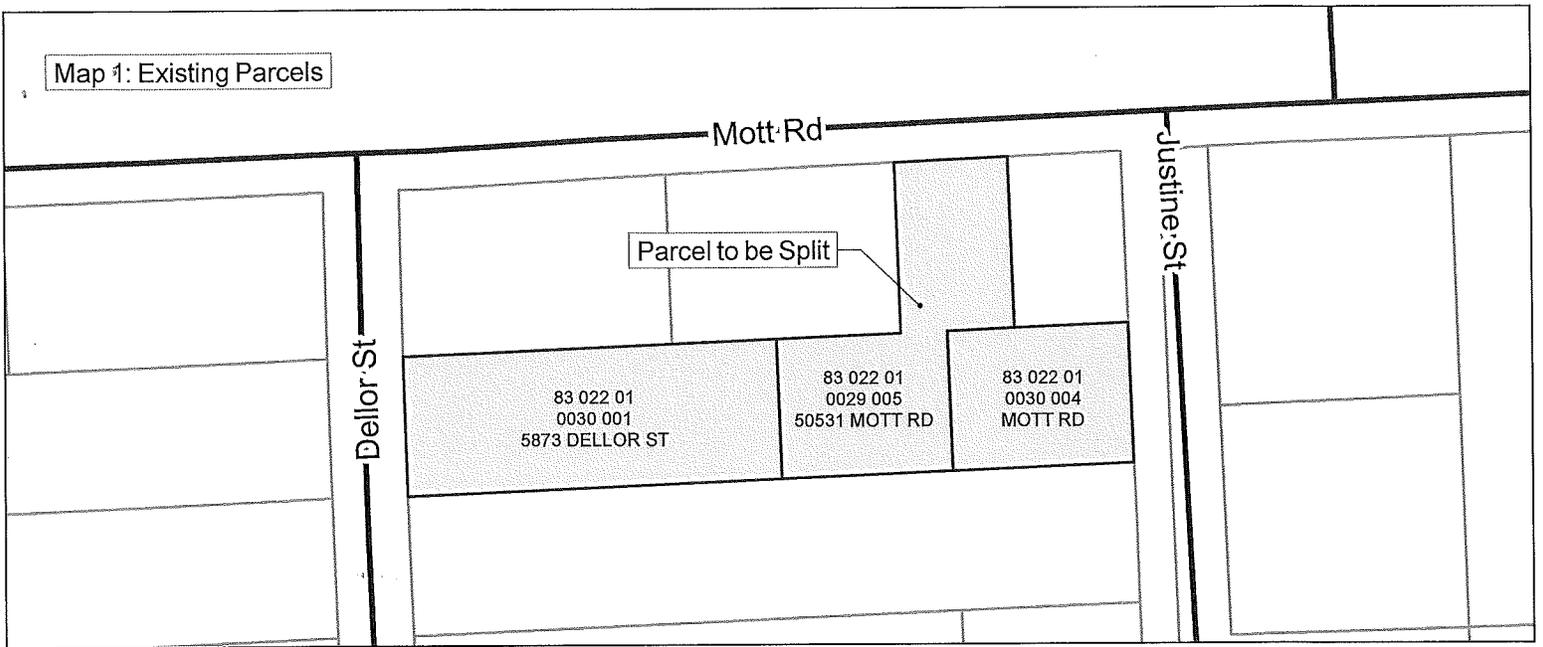
<b>ITEM (SUBJECT)</b>	Consider approval to split/combine lots 83-022-01-0029-005, 83-022-01-0030-004 and 83-022-01-0030-001
<b>DEPARTMENT</b>	Assessing Office
<b>PRESENTER</b>	Linda M. Stevenson, Assessment Coordinator Parcel Division Board
<b>PHONE NUMBER</b>	734-699-8946
<b>INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)</b>	

Agenda topic: LOT COMBINATION

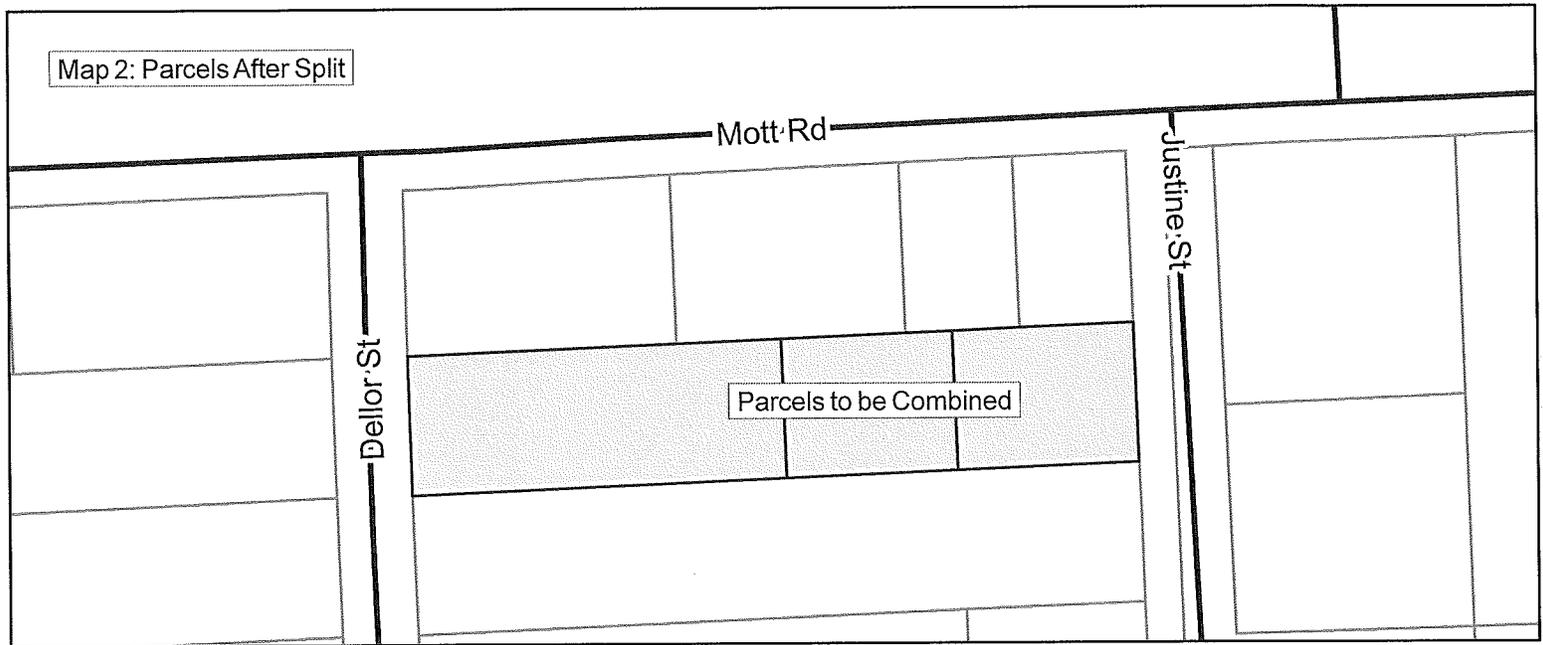
<b>ACTION REQUESTED</b>	
<p>Township Board approval of the split/combination of lots: 83-022-01-0029-005, 83-022-01-0030-004 and 83-022-01-0030-001(Denton Sub Farms) with the following conditions:</p> <ol style="list-style-type: none"> <li>1. The cost of any and/all utility improvements must be borne by the property owners(s).</li> <li>2. Approval in no way changes requirements of zoning of the parcels.</li> <li>3. Approval in no way implies or guarantees permits and/or approvals from federal, state, county or local agencies; this shall include but not be limited to roadway access point(s), natural feature requirements, utility requirements or any other valid requirement(s) from regulatory agencies.</li> <li>4. We are in receipt of all fees and costs as well as a certified survey.</li> </ol>	
<p>This combination is in compliance with the Township's Lot Split Ordinance and the Land Division Act. It was reviewed by the Parcel Division Board on December 4, 2017 and given preliminary approval at that time.</p>	

<b>BUDGET IMPLICATION</b>	None
<b>IMPLEMENTATION NEXT STEP</b>	Assessing Office to Process
<b>DEPARTMENT RECOMMENDATION</b>	Approve
<b>COMMITTEE/COMMISSION RECOMMENDATION</b>	N/A
<b>ATTORNEY RECOMMENDATION</b>	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
<b>ADDITIONAL REMARKS</b>	
<b>APPROVAL OF SUPERVISOR</b>	

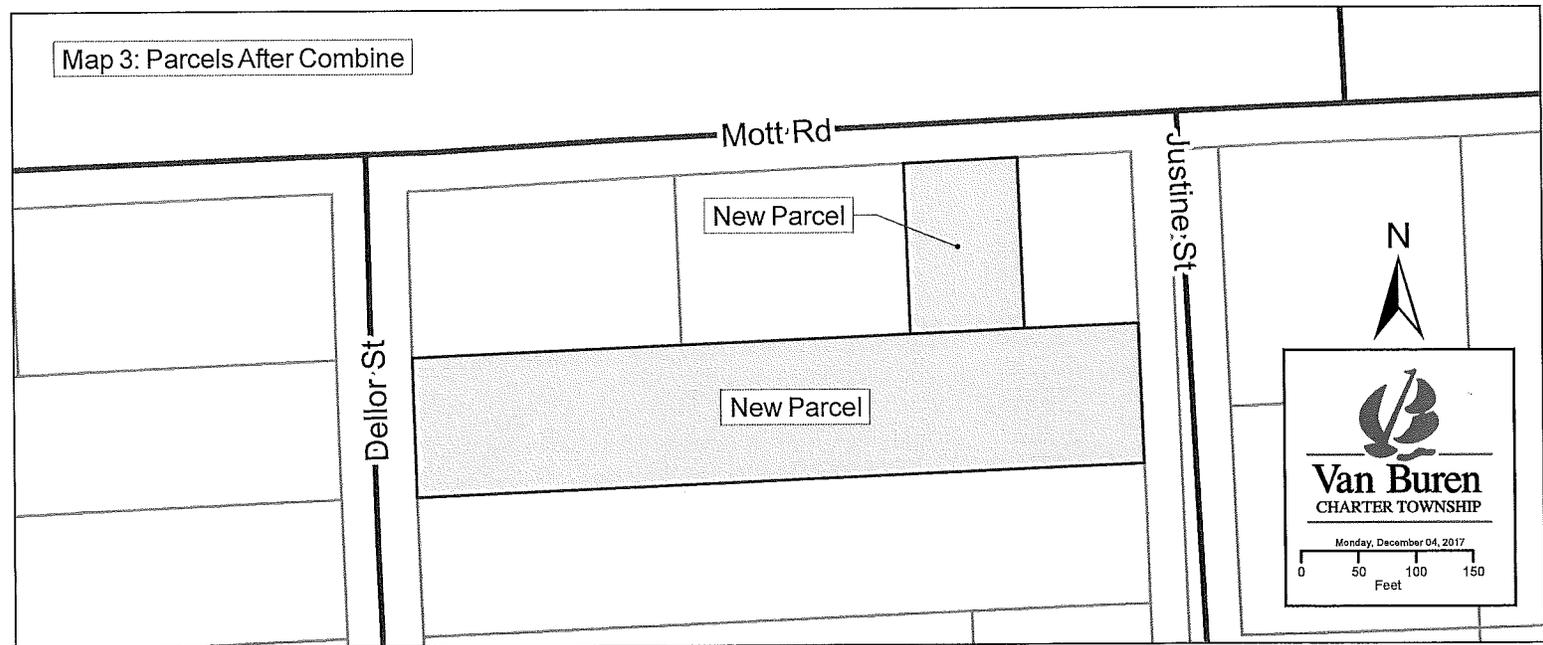
Map 1: Existing Parcels



Map 2: Parcels After Split

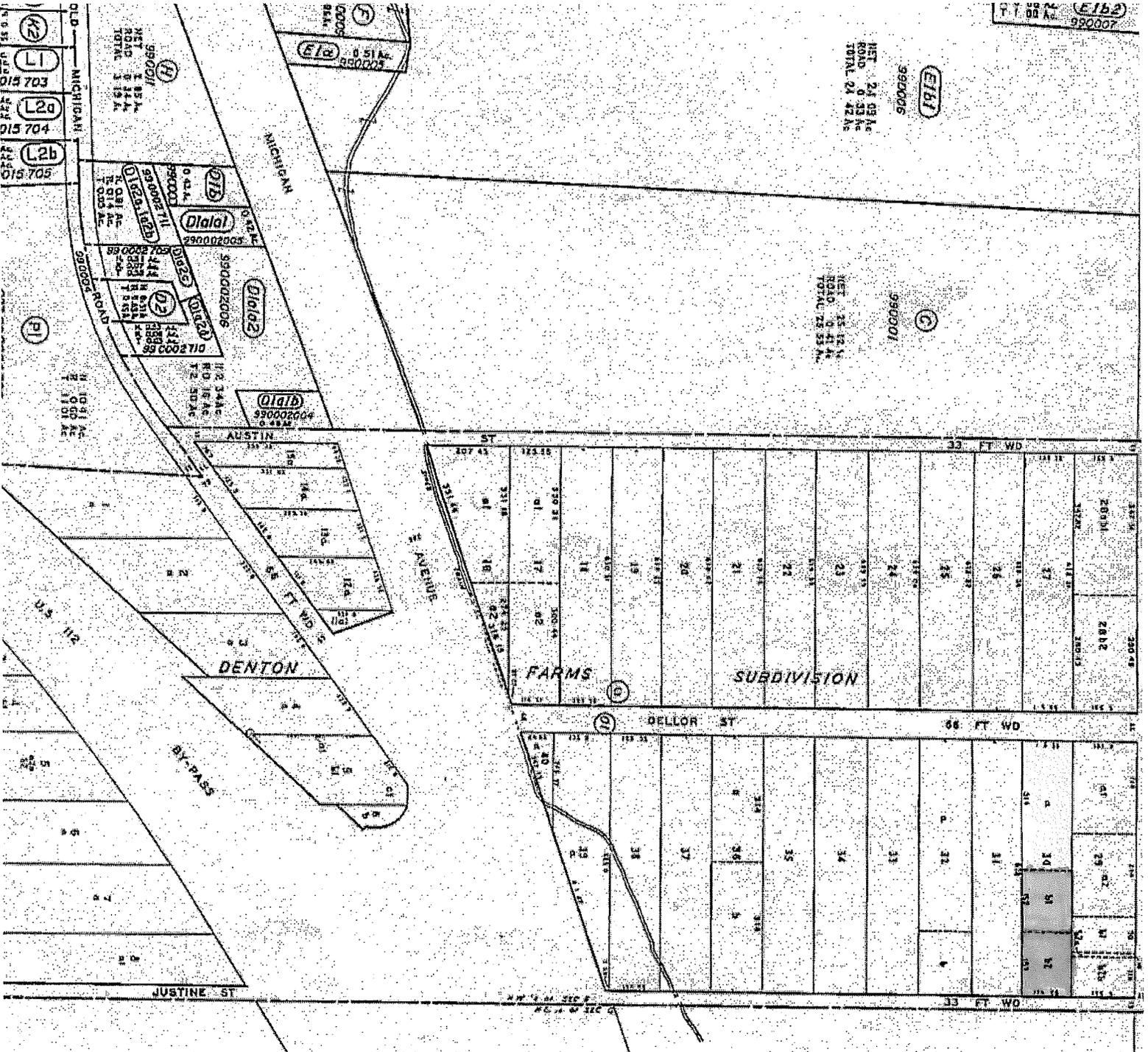


Map 3: Parcels After Combine



**E161**  
990005  
NET 24.89 AC  
ROAD 0.33 AC  
TOTAL 25.22 AC

**C**  
990001  
NET 23.12 AC  
ROAD 0.41 AC  
TOTAL 23.53 AC



A: 83-022-01, 0030-001  
 b1: part of 83-022-01, 0029, 005  
 b2: 83-022-01, 0030-004

N.W. 1/4 SECTION 6  
**VAN BUREN TOWNSHIP**  
 T. 3 S., R. 8 E.  
 WAYNE COUNTY, MICHIGAN

# PROPOSED LAND RECONFIGURATION



## ZONING REQUIREMENTS

- R-1C ONE FAMILY RESIDENTIAL
- LOT - MIN. AREA: 8,400 FT.<sup>2</sup>
- MIN. WIDTH: 70 FT.
- MIN. DEPTH: 120 FT.
- COVERAGE - MAX. BUILDING: 30%
- FRONT YARD: 30 FT.
- REAR YARD: 25 FT.
- SIDE YARD: 10 FT.
- SIDE TOTAL: 25 FT.
- HEIGHT - MAX. BUILDING: 30 FT./2 STR.

## LEGEND

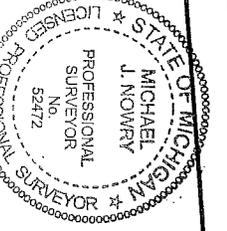
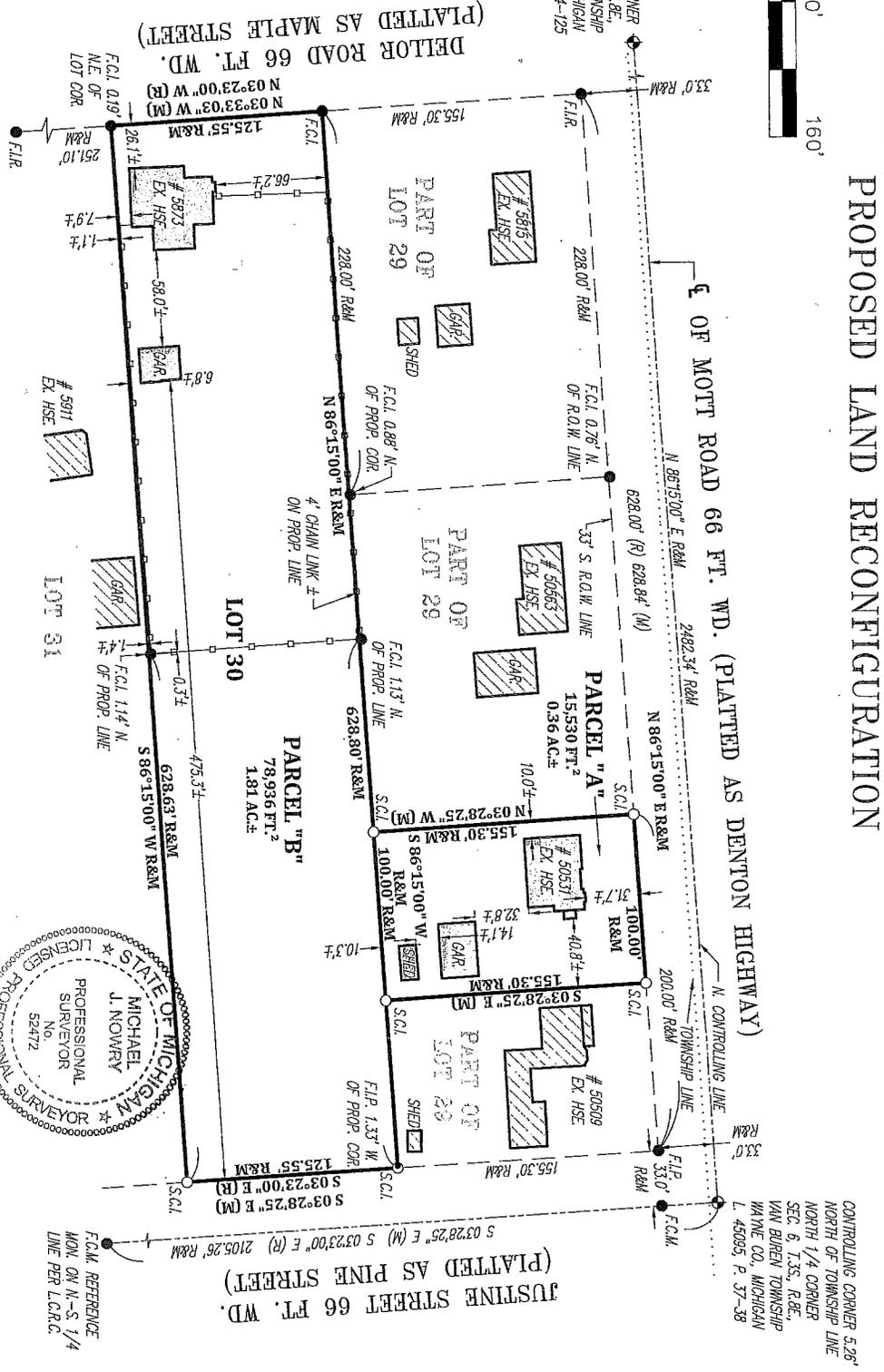
- FOUND MONUMENTATION
- SET MONUMENTATION
- SECTION CORNER
- RECORD MEAS.
- FIELD MEAS.
- PROPERTY LINE
- SECTION LINE
- PARCEL LINE
- PLATTED LINE
- FENCE LINE
- FOUND CONC. MON.
- FOUND IRON ROD
- FOUND CAPPED IRON
- FOUND IRON PIPE
- SET CAPPED IRON
- RIGHT OF WAY
- R.O.W.
- F.C.M.
- F.L.R.
- F.L.P.
- S.C.L.
- R.O.W.

**Nowry & Hale**  
**Land Surveying LLC**  
 192 N. Main, Suite B, Plymouth, MI, 48170  
 ph. 734.448.5501 email: hick@nowryandhalelandsurveying.com

SECTION:	N.W. 1/4 Sec. 6	DATE:	11/10/17	CLIENT:	Richard Dunham
TN./RGE.:	3S./8E.	PROJ. #:	017-204		5873 Deltor Street
CITY/TWP.:	Van Buren	DWG. BY:	JCP		Belleville, MI 48111
COUNTY:	Wayne	SCALE:	1 INCH = 80 FEET	PAGE #:	2 OF 3

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plot hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Professional Surveyor # 52472



Michael J. Nowry  
 Professional Surveyor # 52472

