



NEW DATE-RESCHEDULED FROM 10/20/2017

AGENDA

Committee on Public Services

Monday, October 23, 2017 @ 4:30 p.m.

City Council Conference Room, City Hall 10th Floor

Councilmember Kathie Dunbar, Chair
Councilmember Carol Wood, Vice Chair
Councilmember Tina Houghton, Member

1) Call to Order

2) Public Comment on Agenda Items

3) Minutes

- October 6, 2017

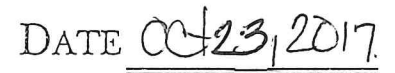
4) Discussion/Action:

A.) RESOLUTION – Permanent Sanitary Sewer Easement, Jackson National Life

B.) DISCUSSION – Sidewalk Repair Database

5) Other

6) Adjourn



RECEIVED

OCT 23 2017

LANSING CITY COUNCIL

RESOLUTION # _____
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, pursuant to the Development Agreement between the City and Jackson National Life (JNL), the City is providing sanitary sewer services to the Public Act 425 transfer area that was formerly Alaiedon Township; and

WHEREAS, as part of the sanitary sewer system, JNL constructed for the City is now ready to transfer appurtenant easements to the City; and

WHEREAS, the Public Service Department has inspected and recommends its acceptance and dedication by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves City acceptance of the Sanitary Sewer Permanent Easement Agreement and the Bill of Sale Agreement to assign the constructed sanitary sewer, as filed in the office of the City Clerk October 9, 2017 with the Letter from the Mayor re: Permanent Sanitary Sewer Easement, Jackson National Life, and dedicates the sanitary sewer to public use.

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, is authorized to sign and execute documents to complete this transaction, subject to their prior approval as to form by the City Attorney.

BE IT FINALLY RESOLVED, after the execution of the permanent easement by the Mayor, the City Clerk is requested to record the easement with the Ingham County Register of Deeds.

Approved for placement on the City Council agenda:



Brandon W. Waddell Assistant City Attorney

Dated: 10/23/17



MINUTES
Committee on Public Service
Friday, October 6, 2017 @ 4:00 p.m.
City Hall, Conference Room, 10th Floor

CALL TO ORDER

The meeting was called to order at 4:02 p.m.

ROLL CALL

Councilmember Kathie Dunbar, Chair
Councilmember Carol Wood, Vice Chair
Councilmember Tina Houghton, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Nick Tate, Assistant City Attorney
Jim Smiertka, City Attorney
Elaine Womboldt
Nancy Mahlow
Shirley Rodgers
Linda Appling

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM AUGUST 14, 2017 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment

No comments.

Discussion/Action:

Council Member Dunbar stated that the Board priorities were delivered via email, and were brought to the Committee of the Whole's attention at their last meeting. Council Staff read an email from July 27, 2017 to the Mayor, where the City Council was CC, which stated "Honorable Mayor Bernero, The attached resolution was adopted at the Board of Public Service meeting held July 13m 2017. Please forward this information to the City Clerk for placement on the Council Agenda." Council Staff confirmed the process would have been via the Mayor's office and with the Clerk to place it on a Council Agenda for referral before the Committee could have reviewed or considered it.

City of Lansing Board of Public Service Budget Priorities

Council Member Dunbar invited Ms. Mahlow and Ms. Rogers to outline the Board of Public Service's priorities. Ms. Rogers briefly outlined the process that they believed occurred in the past, with the intention of having Council have them before Council determined their priorities. She then went into the priorities them self which they annually add, change and re-prioritize. The Committee directed Council

DRAFT MINUTES

Staff to make a note for the upcoming calendar year, to invite the outside Boards to a Committee meeting prior to August so that they can present to them their priorities.

The Committee, Ms. Rogers and Ms. Mahlow went through the Board of Public Service 7 priorities dated July 13, 2017. One item that was mentioned was the streets, which the Board encourages the Council to look at for funds from the local and general fund to consider utilizing, or even any ACT 51 dollars. This focus was outlined in their number 1 priority; "General Fund levels should be increased for implementation of the City's Street System Asset Management Plan and for additional funding for reconstruction neighborhood streets with a Pavement Surface Evaluation Rating of 4 or lower". Ms. Appling asked if Eaton County provides funds for the City of Lansing streets in their County, and it was confirmed they do.

Ms. Rogers then moved the discussion to their number 4 priority which spoke to continued support for maintaining, and updating the Cityworks Asset Management software. They believe that funds created by Public Service should stay in Public Service.

The Committee listened as Ms. Rogers went through the rest of the Board's priorities and then explained how the Board determined their ranking in priority. Ms. Rogers concluded by stating that after reviewing the recently adopted City of Lansing City Council Budget Priorities for FY2018, it appeared her Board of Public Service fell within what the City Council outlined for their priorities.

Council Member Dunbar asked if the list had been provided to the Department Director, at which Ms. Mahlow and Ms. Rogers confirmed the Director, Chad Gamble, had attended the meetings where the Board discussed, chose and prioritized their list. The Board at the time felt that Mr. Gamble and his other staff members who were in attendance support what they were submitting. Ms. Rogers even recalled that the Director suggested to the Board that they reprioritize and item which in turn they did.

Council Member Dunbar suggested attaching their document as an addendum to the City Council Priorities so all priorities will be in one place.

MOTION BY COUNCIL MEMBER WOOD ADD THE BOARD OF PUBLIC SERVICE PRIORITIES AS AN ADDENDUM TO THE CITY COUNCIL FY2018 BUDGET PRIORITIES.

Council Member Dunbar asked Law if there were City Boards that have By-Laws that would speak to creating and approving priorities for Council, at which Mr. Smiertka could not speak for all the Boards or if it would be in their By-Laws. Ms. Rogers stated she was not aware of a requirement in their By-Laws or Board rules, but it is something they have done to support the department.

Council Member Dunbar assured Ms. Mahlow and Ms. Rogers that on October 9, 2017 at the Council meeting she will propose reconsideration to the recently passed resolution on Budget Priorities to attach the Board of Public Service as an addendum.

MOTION CARRIED 3-0.

ADJOURN

The meeting was adjourned at 4:35 p.m.

Submitted by, Sherrie Boak

Recording Secretary

Lansing City Council

Approved: _____



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

MEMORANDUM

TO: MAYOR VIRG BERNERO

FROM: BRANDON W. WADDELL, Assistant City Attorney 

DATE: June 20, 2017

RE: JACKSON NATIONAL LIFE – PERMANENT EASEMENT

Attached is a draft resolution for City acceptance of a permanent sanitary sewer easement for the Jackson National Life project. The sewers within the easement have already been constructed in accordance with the approved documents for the project. The easement includes a sanitary sewer easement agreement, which describes the sewers "as built".

It is my understanding that the Public Service Department has reviewed the legal descriptions and that they are acceptable.

The easement agreements, signed by Jackson National Life, are attached for reference and review.

After Council accepts the easement, the originals will need to be approved as to form by the City Attorney and signed by the Mayor. After they are fully executed, they will be recorded.

If there are any questions, we will be glad to respond. Thank you.

**SANITARY SEWER
PERMANENT EASEMENT AGREEMENT**

THIS PERMANENT EASEMENT AGREEMENT is given this 14 day of June, 2017, by **JACKSON NATIONAL LIFE INSURANCE COMPANY**, a Michigan insurance company, whose address is One Corporate Way, Lansing, Michigan 48951 (herein "Grantor"), to the **CITY OF LANSING**, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (herein "City").

WITNESSETH:

For the sum of less than One Hundred Dollars (\$100.00),

1. Grantor hereby grants to City, its successors and assigns, a public sanitary sewer easement that includes the right to lay, install, maintain, construct, operate, repair, replace, renew, remove and inspect sanitary sewer facilities, together with all necessary and convenient equipment, pumps, pipes, lines, connections therefor, and all other fixtures and appliances appurtenant thereto (hereinafter referred to as sanitary sewer) and to use and operate, by means thereof, a system for the transportation of sanitary sewage, upon, across, in, through, and under the property, portions of tax parcel numbers 33-06-06-04-300-018, 33-01-06-04-376-050, 33-01-06-04-376-040, 33-01-06-04-376-001-No.3, 33-06-06-04-300-006, 33-01-06-04-376-001-No.2, 33-01-06-04-376-030, 33-01-06-04-376-020, 33-01-06-04-376-001-No.1, 33-01-06-04-376-010, 33-01-06-04-301-002, legally described as:

Easement Description Parcel-33-06-06-04-300-018

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaledon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the Southwest Corner of said Section 4; thence N89°59'03"E 84.11' along the south line of said Section 4; thence N0°01'01"W 33.00' to the Point of Beginning, also being a point on the north right-of-way line of Sandhill Road; thence N89°59'03"E 150.00' along the north right-of-way line of Sandhill Road; thence N0°01'01"W 42.33'; thence S89°44'19"E 96.07'; thence N0°07'23"E 40.00'; thence N89°44'19"W 96.17'; thence N0°01'01"W 67.66'; thence S89°58'59"W 150.00'; thence S0°01'01"E 149.98' to the Point of Beginning, also being a point on the north right-of-way line of Sandhill Road; containing 26,341.92 square feet, or 0.61 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-050

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the Southwest Corner of said Section 4; thence N89°59'03"E 330.00' along the south line of said Section 4; thence N0°07'23"E 74.86' to the Point of Beginning; thence S89°44'19"E 334.94'; thence N0°11'42"E 40.00'; thence N89°44'19"W 334.99'; thence S0°07'23"W 40.00' to the Point of Beginning; containing 13,398.62 square feet, or 0.31 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-040

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 1,329.70' along the south line of said Section 4; thence N0°16'01"E 68.84' to the Point of Beginning; thence continuing N0°16'01"E 40.12'; thence N85°17'26"W 13.77'; thence N89°44'19"W 651.26'; thence S0°11'42"W 40.00'; thence S89°44'19"E 649.66'; thence S85°17'26"E 15.32' to the Point of Beginning; containing 26,600.08 square feet, or 0.61 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.3

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 997.27' along the south line of said Section 4; thence N0°18'10"E 57.46' to the Point of Beginning; thence continuing N0°18'10"E 40.00'; thence S89°59'58"W 193.91'; thence N85°17'26"W 139.00'; thence S0°16'01"W 40.12'; thence S85°17'26"E 137.53'; thence N89°59'58"E 195.34' to the Point of Beginning; containing 13,315.47 square feet, or 0.31 acres of land, more or less.

Easement Description Parcel-33-06-06-04-300-006

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 831.06' along the south line of said Section 4; thence N0°19'15"E 57.41' to the Point of Beginning; thence continuing N0°19'15"E 40.00'; thence S89°59'58"W 166.24'; thence S0°18'10"W 40.00'; thence N89°59'58"E 166.23 to the Point of Beginning; containing 6,649.45 square feet, or 0.15 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.2

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 664.85' along the south line of said Section 4; thence N0°20'20"E 57.37' to the Point of Beginning; thence continuing N0°20'20"E 40.00'; thence S89°59'58"W 166.24'; thence S0°19'15"W 40.00'; thence N89°59'58"E 166.23' to the Point of Beginning; containing 6,649.45 square feet, or 0.15 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-030

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 663.31' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.73' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence S0°24'33"W 501.66'; thence S42°38'41"W 87.54'; thence S89°59'58"W 476.41'; thence S0°20'20"W 40.00'; thence N89°59'58"E 494.19'; thence N42°38'41"E 120.53'; thence N0°24'33"E 517.42' to the Point of Beginning; containing 43,954.67 square feet, or 1.01 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-020

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 663.31' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.73' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence N0°24'33"E 272.01'; thence N89°58'06"E 40.00'; thence S0°24'33"W 272.01' to the Point of Beginning; containing 10,880.32 square feet, or 0.25 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.1

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 935.32' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.74' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence N0°24'33"E 61.26'; thence N89°57'08"E 40.00'; thence S0°24'33"W 61.27' to the Point of Beginning; containing 2,450.51 square feet, or 0.06 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-010

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 996.61' along the north-south quarter-line of said Section 4; thence S89°57'08"W 89.74' to the Point of Beginning; thence continuing S89°57'08"W 40.00'; thence N0°24'33"E 330.01'; thence N89°57'08"E 40.00'; thence S0°24'33"W 330.01' to the Point of Beginning; containing 13,200.42 square feet, or 0.30 acres of land, more or less.

Easement Description Parcel-33-01-06-04-301-002

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 1,326.62' along the north-south quarter-line of said Section 4 to a point on the north line of the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of said Section 4; thence S89°57'08"W 89.64' to the Point of Beginning; thence continuing S89°57'08"W 40.11'; thence N0°24'33"E 2.41'; thence N8°32'47"E 100.51'; thence N0°24'33"E 539.85'; thence N12°51'31"E 141.66'; thence N0°24'38"E 127.53'; thence S89°35'22"E 10.00'; thence S0°24'38"W 54.64'; thence S89°35'22"E 25.00'; thence S0°24'38"W 99.90'; thence S12°51'31"W 118.47'; thence S0°24'33"W 538.33'; thence S8°32'47"W 99.74' to the Point of Beginning; containing 34,372.61 square feet, or 0.79 acres of land, more or less.

The width, length and location of the easement are depicted on the drawing attached hereto as Exhibit A (the "Easement Area").

2. In addition to the rights granted in Paragraph 1 above, this easement grants the following additional rights to the City:

- a. The City may cut, trim, remove any vegetation within the Easement Area which unreasonably inhibits the ingress, egress, maintenance, repair, replacement and cleaning of the sanitary sewer system.
 - b. To use the Easement Area for any other use consistent with or incidental to the use of the premises for purposes of the easement herein granted.
 - c. To have the Grantor not unreasonably interfere with the City's use and occupancy of the Easement Area for the purposes of the easement herein granted during the term of this easement.
3. The City, by acceptance of this easement, covenants and agrees to the following:
 - a. To restore the Grantor's property to substantially its original condition, except for the aforementioned grading, sloping, and physical changes City makes to the property provided; however, the City shall not be required to replace any structure or vegetation hereafter placed on the Easement Area, including trees removed, destroyed, or damaged as a consequence of the City's exercise of its easement rights described herein.
 - a. To conduct all its activities in a good, safe, and work-man-like manner.
4. The easement is perpetual.
5. This easement is further subject to the restriction that Grantor, its transferees, heirs, successors and assigns shall not use, occupy or interfere with the City's use and occupancy of the Easement Area for the purposes granted herein and shall not construct any structure or plant any trees on the Easement Area without expressed written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
6. This easement and rights herein granted may be assigned by the City, provided its successor in interest is a public body, utility or similar entity.
7. The Grantor and City, their successors, heirs and assigns, are the only parties entitled to bring an action to enforce the rights and obligations of this easement.
8. The Grantor acknowledges that Grantor it is not aware of any person or other entity which has any right, title or interest in the Easement Area, except typical utility easements.
9. The terms, conditions, reservations, and easement rights herein contained shall be covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and assigns.
10. If any terms or conditions of this easement or the application thereof to any person or circumstance shall at any time or to any extent be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this easement and the application of the terms and conditions to persons or circumstances (other than those to which it is held invalid, illegal or unenforceable) shall not be affected thereby shall be enforceable to the fullest extent permitted by law.
11. This instrument contains all the terms and conditions of the easement as agreed upon between the parties hereto, except as the parties may hereafter agree to in writing.

This conveyance is exempt from state transfer tax pursuant to MCL 207.526(a) and is exempt from county transfer tax pursuant to MCL 207.505 (a).

IN WITNESS WHEREOF, the Grantor has executed this easement agreement on the day and year first above written.

GRANTOR(S):

JACKSON NATIONAL LIFE INSURANCE COMPANY

By: Dennis A. Blue
Dennis A. Blue
Its: Vice President, Corporate Support Services

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 14th day of June, 2017, before me personally appeared Dennis A. Blue, the Vice President, Corporate Support Services, Jackson National Life Insurance Company, a Michigan insurance company, who acknowledged the foregoing instrument on behalf of said company.

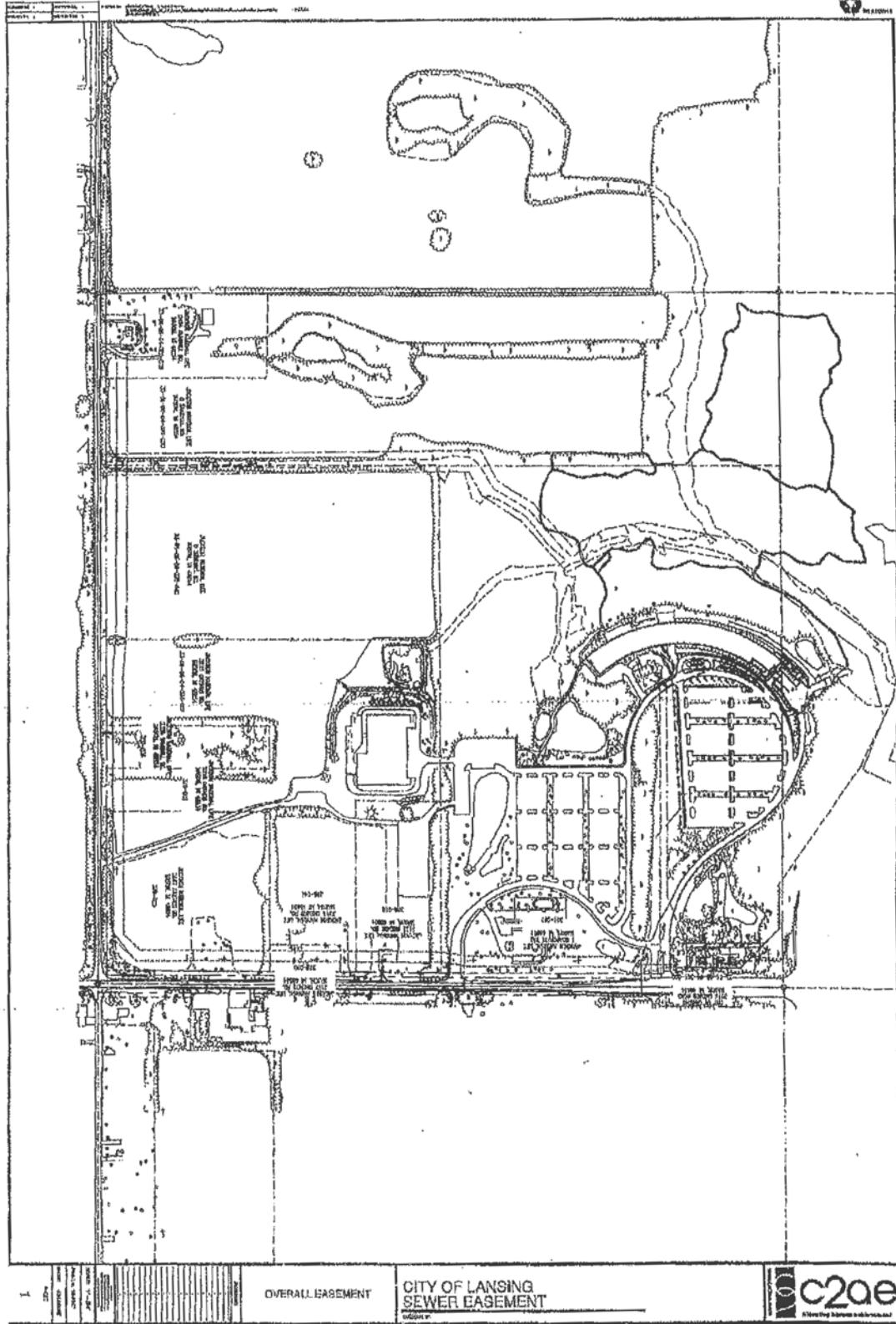
Nora Lynn Gathman
INGHAM County, Michigan
Acting In INGHAM County, Michigan
My Commission expires: 09-21-2019

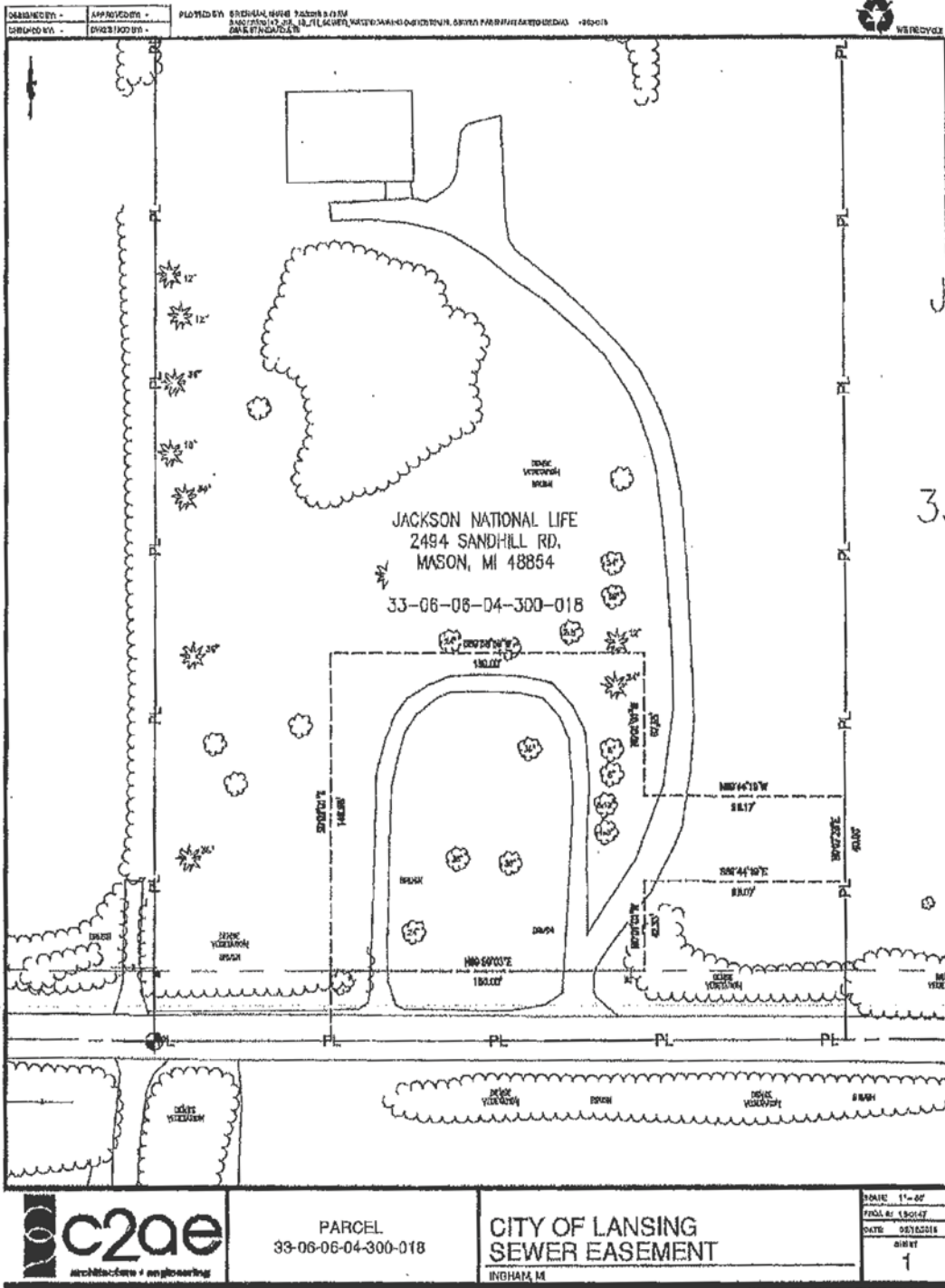
NORA LYNN GATHMAN Notary Public, State of Michigan County of Ingham My Commission Expires Sep. 21, 2019 Acting in the County of <u>INGHAM</u>

This instrument prepared by and when recorded, return to:

John M. Roberts, Jr.
Special Assistant City Attorney
City of Lansing
124 W. Michigan Ave., Fl. 5
Lansing, MI 48933-1670

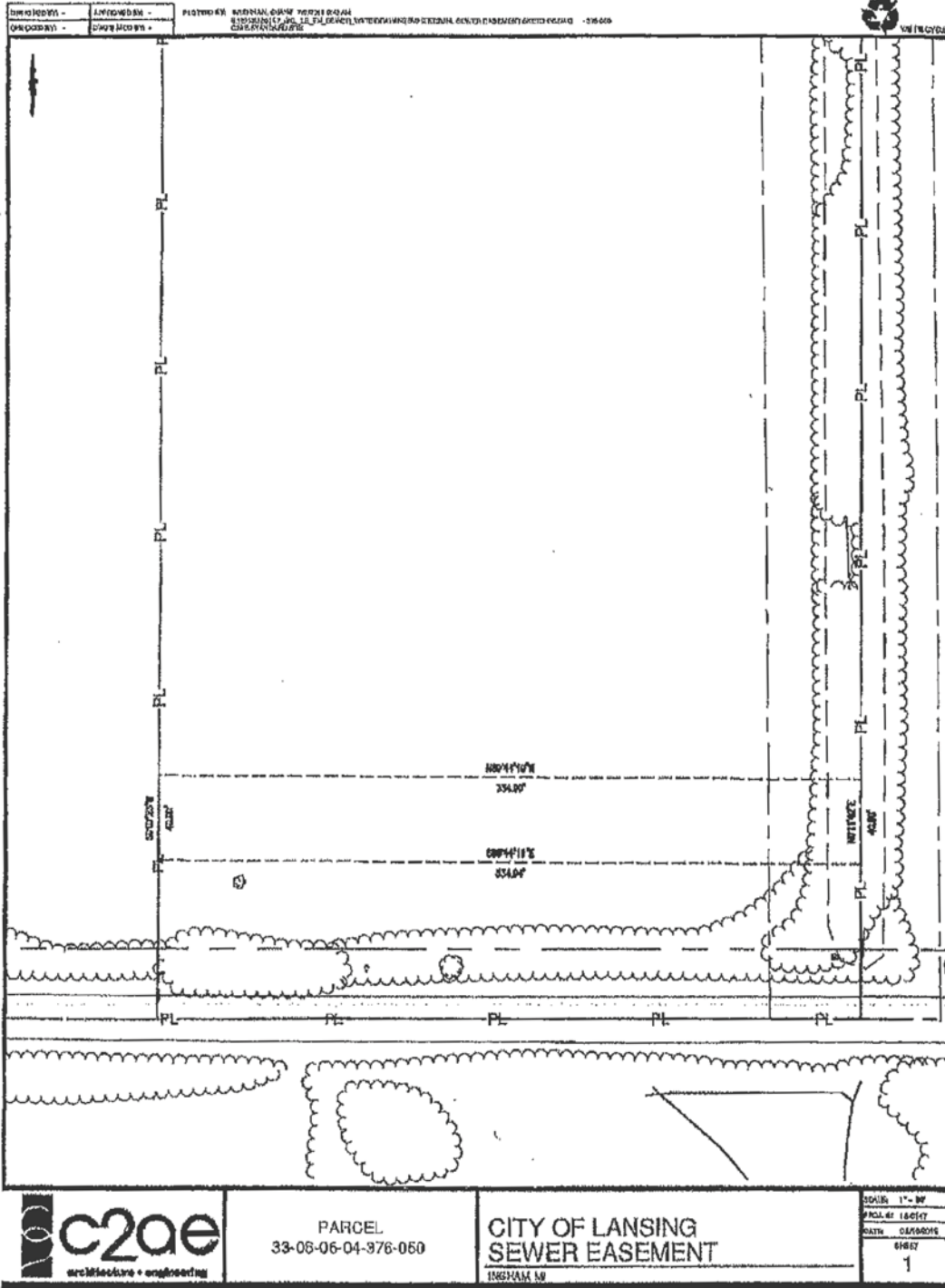
EXHIBIT A





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EXHIBIT A



c2ae
architecture + engineering

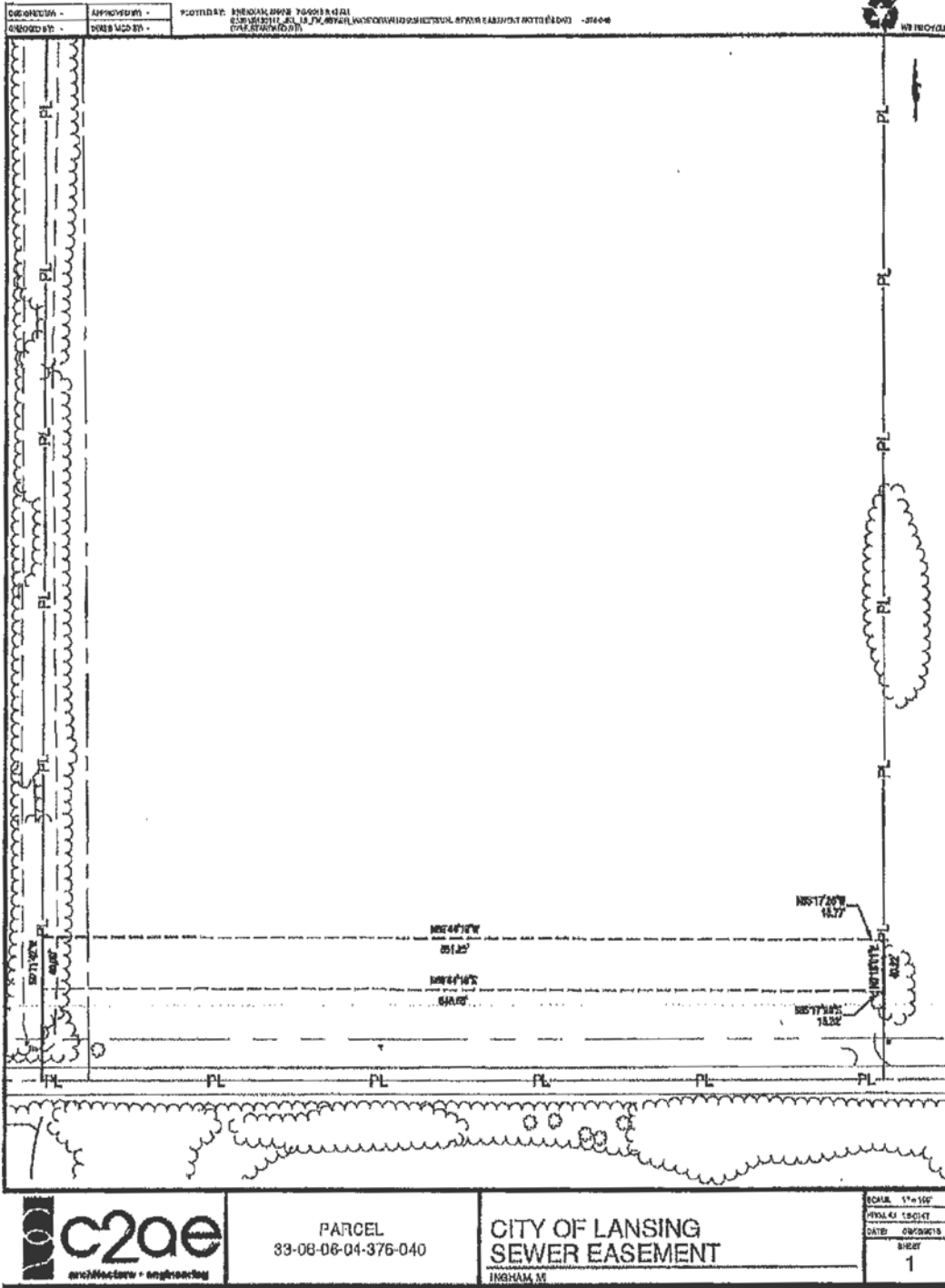
PARCEL
33-06-06-04-976-060

**CITY OF LANSING
SEWER EASEMENT**
INGHAM MI

SCALE: 1" = 40'
PROJECT: 16047
DATE: 05/20/2015
1

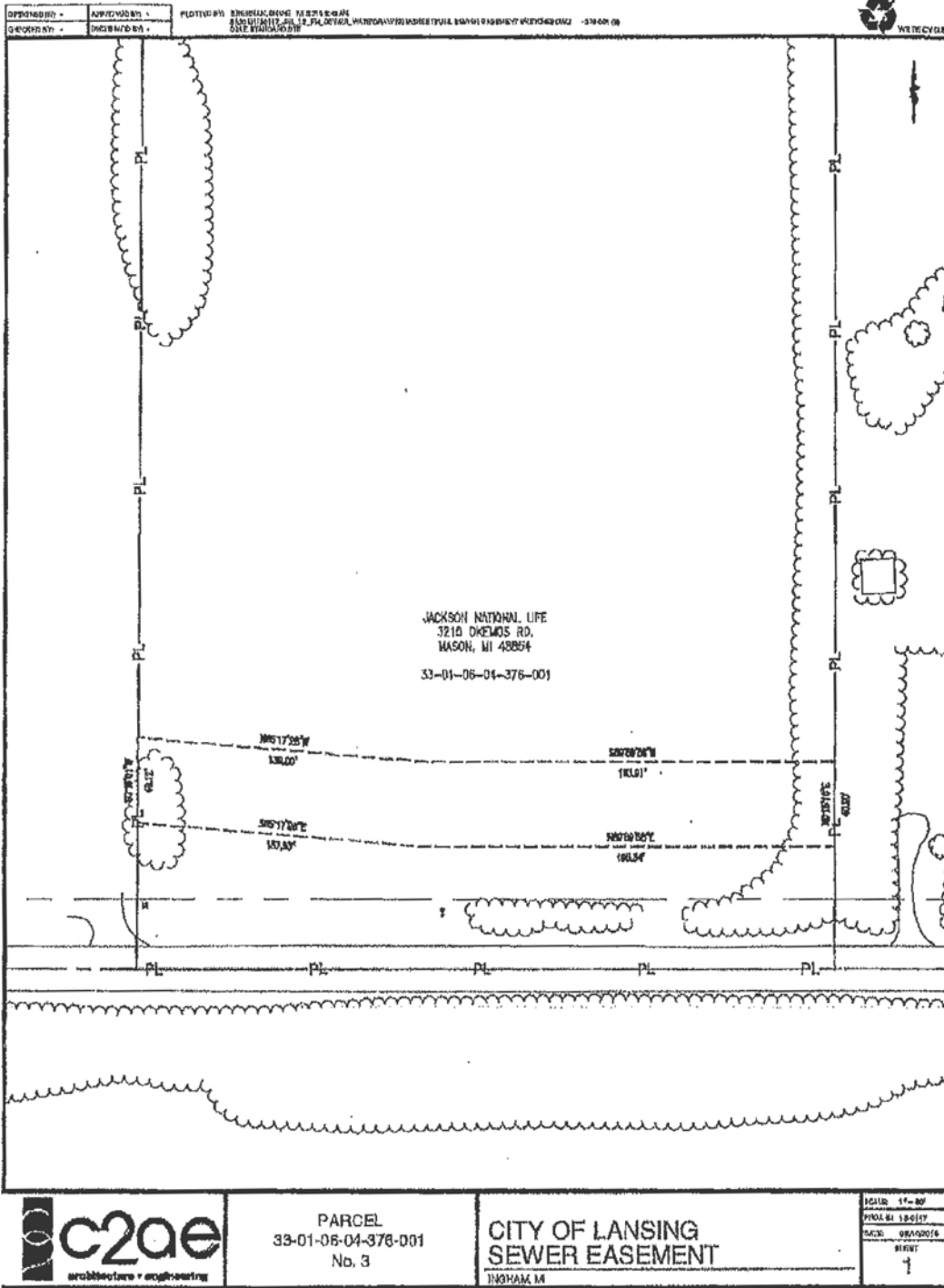
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EXHIBIT A



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EXHIBIT A



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EXHIBIT A

RESOLUTION # _____
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, pursuant to the Development Agreement between the City and Jackson National Life (JNL), the City is providing sanitary sewer services to the Public Act 425 transfer area that was formerly Alaiedon Township; and

WHEREAS, as part of the sanitary sewer system, JNL constructed for the City is now ready to transfer appurtenant easements to the City; and

WHEREAS, the Public Service Department has inspected and recommends its acceptance and dedication by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves City acceptance of the permanent public sanitary sewer easement and assignment of the constructed sanitary sewer therein, as filed March 6, 2014 in the office of the City Clerk, and dedicated the sanitary sewer to public use.

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, is authorized to sign and execute easements, subject to their prior approval as to form by the City Attorney.

BE IT FINALLY RESOLVED, after the execution of the permanent easement by the Mayor, the City Clerk is requested to record the easement with the Ingham County Register of Deeds.

BILL OF SALE AGREEMENT

This Bill of Sale Agreement (the "Agreement") is made as of the 14 day of June, 2017, by and between Jackson National Life Insurance Company, a Michigan insurance company with offices at 1 Corporate Way, Lansing, Michigan 48951 ("Jackson"), and the City of Lansing, a Michigan municipal corporation with offices at 124 West Michigan Avenue, Lansing, Michigan 48933 ("Lansing").

Recital of Facts

Pursuant to the terms of a Development Agreement dated August 8, 2013 between the parties ("Development Agreement"), Jackson designed and constructed a Sanitary Sewer Collection System, described in the Development Agreement and designated the City Sanitary Sewer Collection System, in conformity with the engineering, drawings, and design standards and requirements of Lansing. Unless expressly stated otherwise, the terms used in this Agreement are the same terms and have the same meaning as those used and defined in the Development Agreement. The City Sanitary Sewer Collection System improvements have been inspected by the City Engineer or his designee, and he is satisfied that the City Sanitary Sewer Collection System improvements are ready and capable of operation and has issued a Letter of Approval dated October 16, 2015, attached as Exhibit A and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Development Agreement and this Agreement, Jackson and Lansing agree as follows:

1. Pursuant to the terms of the Development Agreement, Jackson does hereby transfer to Lansing all of its right, title, and interest in the City Sanitary Sewer Collection System.
2. Lansing acknowledges that it has had full opportunity to inspect the construction of the City Sanitary Sewer Collection System improvements and is wholly satisfied with them as set forth in Exhibit A. Notwithstanding the acceptance of the City Sanitary Sewer Collection System improvements, no individual property will be connected to the City Sanitary Sewer Collection System for use without first having been issued a Sewer Permit in compliance with the Sanitary Sewer Ordinances.
3. Jackson hereby represents and warrants to Lansing that Jackson is the owner of the City Sanitary Sewer Collection System, that the City Sanitary Sewer Collection System is free and clear of all liens, charges, and encumbrances, and that Jackson has full right, power, and authority to transfer it to Lansing and make this Bill of Sale.
4. Jackson warrants all work, material, and workmanship against defects and deficiencies for a period of one year from the October 16, 2015 date of the Letter of Approval and shall maintain a performance bond to cover this period.

5. Jackson assigns to Lansing the warranties attached and incorporated as Exhibits A-1 through A-15.

6. Jackson disclaims all other warranties, express or implied (including any warranty of merchantability or fitness for a particular purpose), and with the exception of the warranties set forth above, the City Sanitary Sewer Collection System transferred hereby is being transferred as is, where is.

IN WITNESS WHEREOF, Jackson and Lansing, by and through their duly authorized representatives, have executed this Agreement as of the day and date first above written.

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**

By: Dennis A. Blue
Dennis A. Blue
Its: Vice President

CITY OF LANSING

By: _____
Virg Bernero
Its: Mayor

Approved as to form:

City Finance Director

City Attorney

EXHIBIT A-1

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 2.0200 Earthwork & Utilities

Subcontractor: Hoffman Brothers
8574 Verona Road
Battle Creek, MI 49014

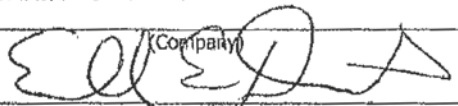
Contact: Ed Davis
Phone No.: 269.965.1207

Contract No.: 14470.004

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Hoffman Brothers

By:  (Authorized Officer)

Title: SECRETARY

Date: 8/27/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-2

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 2.0250 Asphalt Paving

Subcontractor: Rieth-Riley Construction Co.
4150 S. Creyts Road
Lansing MI 48917

Contact: Brian Quinn
Phone No.: 517.721.0103

Contract No.: 14470.014

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Rieth-Riley Construction Co.

By: B. Quinn (Company)
(Authorized Officer)

Title: Estimator

Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-3

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PROJECT WARRANTY

Grand River Construction, Inc.

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 3.0300 Concrete

Subcontractor: Grand River Construction Inc.
5025 40th Avenue
Hudsonville MI 49426

Contact: Peter Elzinga
Phone No.: 616.669.5611

Contract No.: 14470.003

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Grand River Construction Inc.

By: Peter Elzinga (Company)
(Authorized Office)
Title: VICE PRESIDENT
Date: SEPTEMBER 1, 2015

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-4

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 4.0400 Masonry

Subcontractor: Complete Enclosures
3651 Toles Road
Mason MI 48854

Contact: Jon Davenport
Phone No.: 517.230.9266

Contract No.: 14470.008

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Complete Enclosures

By: Jon Davenport (Company)
(Authorized Officer)
Title: Vice President
Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing MI 48244

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EXHIBIT A-5

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 5.0500 Steel and Metals

Subcontractor: Builders Iron
7770 Venture Avenue NW
Sparta MI 49345

Contact: Dale Throop
Phone No.: 616.647.9288

Contract No.: 14470.002

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Builders Iron

(Company)
By: Dale Throop
(Authorized Officer)
Title: Vice-President
Date: 8-27-15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-6

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 6.0610 Carpentry

Subcontractor: Moore Trosper Construction Co.
4224 Keller Road
Holt MI 48842

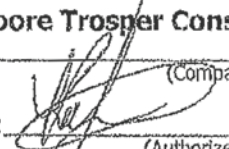
Contact: Ken Granger
Phone No.: 517.694.6310

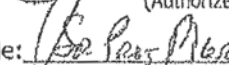
Contract No.: 14470.009

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Moore Trosper Construction Co.

By:  (Company)
(Authorized Officer)

Title:  Betsy Zietlow

Date: 8/22/15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-7

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 7.0710 Metal Roofing & Sheet Metal

Subcontractor: DMI Sheet Metal LLC
11635 Pulver Road
Lalngsburg MI 48848

Contact: Dave Metcalf
Phone No.: 517.242.6005

Contract No.: 14470.010

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

DMI Sheet Metal LLC

By: *David R. Metcalf*
(Authorized Officer)
Title: President
Date: 10/1/15

Return Original To:

The Wieland-Davco Corporation
Attn: *Betsy Zlotnow*
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-8

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 7.0790 Waterproofing & Sealants

Subcontractor: DC Byers Co.
16429 Upton Road Suite #3
East Lansing MI 48823

Contact: Doug Harshbarger
Phone No.: 517.339.1946

Contract No.: 14470.011

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

DC Byers Co.

(Company)
By: [Signature]
(Authorized Officer)
Title: Project manager
Date: 8-27-15

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Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-9

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 8.0820 Overhead Colling Door

Subcontractor: Overhead Door Co of Lansing Inc.
2045 East M-78
East Lansing MI 48823

Contact: Michael Bartkowiak
Phone No.: 517.332.1133

Contract No.: 14470.012

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Overhead Door Co of Lansing Inc.

By: Michael Bartkowiak
(Authorized Officer)
Title: Vice President
Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-10

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 9.0990 Paintings & Coatings

Subcontractor: Murray Painting
6078 Hackett Road
Freeland, MI 48623

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Contact: Eric Lonsway
Phone No.: 989.695.8152

WIELAND-DAVCO

Contract No.: 14470.013

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Murray Painting

(Company)

By: *Robert M. Young Pres.*
(Authorized Officer)

Title: President

Date: 8-31-15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-11

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 15.1510 Mechanical Work

Subcontractor: Goyette Mechanical Co
3842 Gorey Avenue
Flint MI 48506

Contact: Jeremy Halligan
Phone No.: 810.743.6883

Contract No.: 14470.006

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Goyette Mechanical Co

By: 
(Authorized Officer)

Title: PRESIDENT

Date: 9-3-15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-12

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 16.1600 Electrical-Generator Backup Power

Subcontractor: Shaw Electric Co.
22100 Telegraph Road
Southfield MI 48033

Contact: Lynn Hardy
Phone No.: 248.228.2004

Contract No.: 14470.015

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Shaw Electric Co.

By: Robert Marsh (Authorized Officer)
(Company)

Title: V.P.

Date: 10-7-15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-13

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 16.1600 Electrical & Instrumentation

Subcontractor: Superior Electric
212 West Sheridan Road
Lansing MI 48906

Contact: Michael Hull
Phone No.: 517.485.7125

Contract No.: 14470.007

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AUG 31 2015

WIELAND-DAVCO

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Superior Electric

(Company)
By: [Signature]
(Authorized Officer)
Title: President
Date: 8-27-2015

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AUG 27 2015

SUPERIOR ELECTRIC OF LANSING, INC.

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-14

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 70.7050 Hydrovac Excavation

Subcontractor: Plummers Environmental Services Inc.
10075 Sedrol Industrial Drive
Byron Center, MI 49315

Contact:
Phone No.: 616.877.3930

Contract No.: 14470.005

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Plummers Environmental Services Inc.

(Company)

By: _____
(Authorized Officer)

Title: _____

Date: _____

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing MI 48214



EXHIBIT A-15

WARRANTY AGREEMENT FOR 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY

THIS WARRANTY AGREEMENT, dated February 9, 2016 sets forth the understanding and agreement between the parties concerning the limited warranty with respect to the following:

Building Owner:	City of Lansing Public Services
Building Type:	Pump Station
Building Location:	2490 Sandhill Road; Lansing, MI
Job Number:	PAC Invoice 01072750
	Oakland Metal Sales P.O. 9559
Roofing System Type:	Snap-Seam
Date of Completion:	4/20/15
Warranty Type:	coil

PETERSEN ALUMINUM CORPORATION ("PAC"), the Panel Manufacturer whose signature appears below ("Panel Manufacturer"), and the Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant to the above named Building Owner ("Owner") that subject to all terms, conditions, limitations, allocations, and responsibilities stated herein, PAC's materials and workmanship, Panel Manufacturer's workmanship, and Roofing Contractor's workmanship in installing the PAC Roofing System ("Roofing System") on the above named building will be adequate to prevent leaks for twenty (20) years commencing with the above date of completion of installation of the subject Roofing System.

Limited Warranty Terms and Conditions

1. This warranty will be fully satisfied by repair of the Roofing System, and any such repair shall be subject to this limited warranty against leaks only for any then remaining balance of the original 20-year warranty period.
2. If upon PAC's inspection, PAC determines that the leak in the Roofing System are caused by defects in the PAC Roofing System's material or in the workmanship of Panel Manufacturer or Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and PAC's, Panel Manufacturer and Roofing Contractor's liability shall in any event be limited to repair of the Roofing System. Otherwise, neither PAC nor Panel Manufacturer nor Roofing Contractor shall have any liability hereunder.
3. Neither PAC, Panel Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 20-year Weathertightness Limited Warranty or for leaks in the Roofing System, or otherwise, if any one or more of the following shall occur:
 - a. deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water;
 - b. corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, paper plant, and the like;
 - c. deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
 - d. damage caused by worker(s) on the roof, except during the course of installation;
 - e. damage to the Roofing System caused by natural disasters, including, but not limited to, lightning or any strong wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty;
 - f. if, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structural changes involving the Roofing System, or by structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from PAC;
 - g. if there is any failure by the Owner or Lessee or other occupant or user to use reasonable care in maintaining the roof;
 - h. if Owner fails to comply with every term and/or condition stated in the Limited Warranty Agreement;
 - i. damage as a result of standing water in non-vertical application;
 - j. vandalism, falling objects, civil commotions or acts of war, atomic radiation, acts of God, or other such similar or dissimilar occurrences beyond PAC's control;
 - k. faulty building design or failure of any part of the building structure other than the Roofing System.

Petersen Aluminum Corporation
1005 Tonne Road
Elk Grove Village, IL 60007
tel: 800 323 1960
fax: 800 722 7150

visit our website @ www.pac-clad.com

4. Notwithstanding any other provision of this Limited Warranty Agreement, PAC shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is, or was caused at anytime, wholly or in part, by any condensation resulting from either or both of the following:
 - i. The use of any vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating greater than .05 or less with sealed joints and perimeter.
 - ii. The inadequate ventilation of the attic space between a roof panel and insulation when insulation is installed directly on top of an existing roof.
5. PAC shall not have any liability or responsibility under or in connection with either this Limited Warranty Agreement or for the Roofing System in the event of a failure by any contractor or subcontractor to use only roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by PAC or such substitutes therefore approved by PAC in writing prior to their use.
6. PAC shall not have any obligation under this Weathertightness Limited Warranty Agreement until final drawings of the completed roof are submitted to PAC by the Roofing Contractor and accepted in writing by PAC. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.
7. Neither PAC, Panel Manufacturer, nor Roofing Contractor shall have any obligation under this Weathertightness Limited Warranty Agreement until all bills for installation, supplies, and services have been paid in full to each of PAC, Panel Manufacturer, Roofing Contractor, and each material supplier, including the payment to PAC of the additional cost of this Limited Warranty.
8. Neither PAC's, Panel Manufacturer's, nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of any such provision or of the right thereafter to exercise any right granted hereunder.
9. This Weathertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the terms or condition stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY ALL OF THE PARTIES HERETO AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY. NEITHER PAC NOR ROOFING CONTRACTOR ASSUMES ANY LIABILITY FOR, AND THIS WARRANTY DOES NOT COVER, CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM ANY FAILURE OF, USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER PAC, THE PANEL MANUFACTURER, OR THE ROOFING CONTRACTOR.
10. If the subject roof is covered by products of more than one roofing products manufacturer, this Limited Warranty Agreement applies only to those portions of such roof which are covered solely by PAC-manufactured products.
11. Roofing installation must be supervised by an individual who has been approved in writing by PAC. PAC shall have the right to inspect the premises during construction. This warranty shall not be effective unless any deficiencies noted by PAC in writing are corrected to PAC's satisfaction.
12. This Limited Warranty is intended only for use when reroofing an existing building and for new roof applications on conventional construction, and is not applicable when the roofing material is installed over new, pre-engineered metal building structures.
13. Roof panels must be made of a material which carries a 20-year durability warranty from PAC.
14. Any claim hereunder for leakage must be presented to PAC in writing within the warranty period and, in each case, within thirty (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of PAC reasonable opportunity to inspect the material claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, PAC will repair, restore, or replace, at PAC's discretion, the defective product. PAC shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair, or restoration covered by this warranty is to be done. PAC reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, PAC shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement material. Refinishing shall be performed by using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.

15. PAC, Panel Manufacturer, and Roofing Contractor SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE OR LOSS TO OWNER'S BUILDING, ITS CONTENTS OR OTHER MATERIALS, OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING LEAKS IN THE ROOFING SYSTEM. PAC OR ROOFING CONTRACTOR'S LIABILITY FOR ANY CAUSE OF ACTION, WHETHER BASED ON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL NOT EXCEED THE COST OF REPAIRING DEFECTIVE MATERIALS ON SITE. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.
16. This Warranty is given to the above named Owner only, and is not transferable.
17. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of PAC, Panel Manufacturer, and Roofing Contractor hereunder shall be at all times limited to the direct cost of refinishing, replacing or otherwise repairing the portion of the Roofing System evidencing failure.
18. The respective responsibilities of PAC, Panel Manufacturer, and Roofing Contractor hereunder shall be as follows: During the first five years of the warranty period, PAC shall be responsible solely for damages compensable hereunder due to defects in material furnished by it. Panel Manufacturer shall be responsible solely for damages caused by its improper handling, forming, or fabrication of the roofing panels during the entire warranty period. Roofing Contractor shall be responsible for all other damage during the initial five years of the warranty period. After the initial five year period, PAC and Roofing Contractor shall be jointly responsible for all damages covered by this agreement. Roofing Contractor shall be responsible for all flashing and clip damages for the entire warranty period. If no person executes this agreement as Panel Manufacturer, then Roofing Contractor shall have all the responsibilities and liabilities of Panel Manufacturer hereunder.
19. The Warranty expressed herein shall become effective only upon the execution hereof by PAC, the Roofing Contractor, the Panel Manufacturer (if any), and the Owner named above. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This agreement can only be changed or amended in writing executed by all parties hereto.
20. This Agreement shall be governed by the laws of the State of Illinois.

Petersen Aluminum Corporation

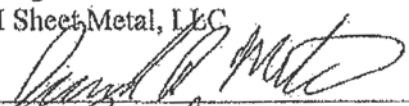
By: _____

Title: _____

Accepted and Agreed To:

Roofing Contractor:

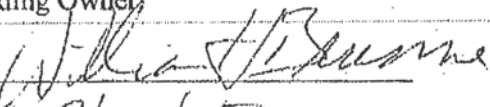
DMI Sheet Metal, LLC

By: 

Title: President

Accepted and Agreed To:

Building Owner

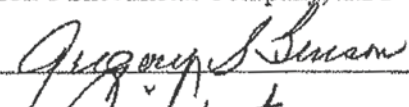
By: 

Title: Plant Engineer

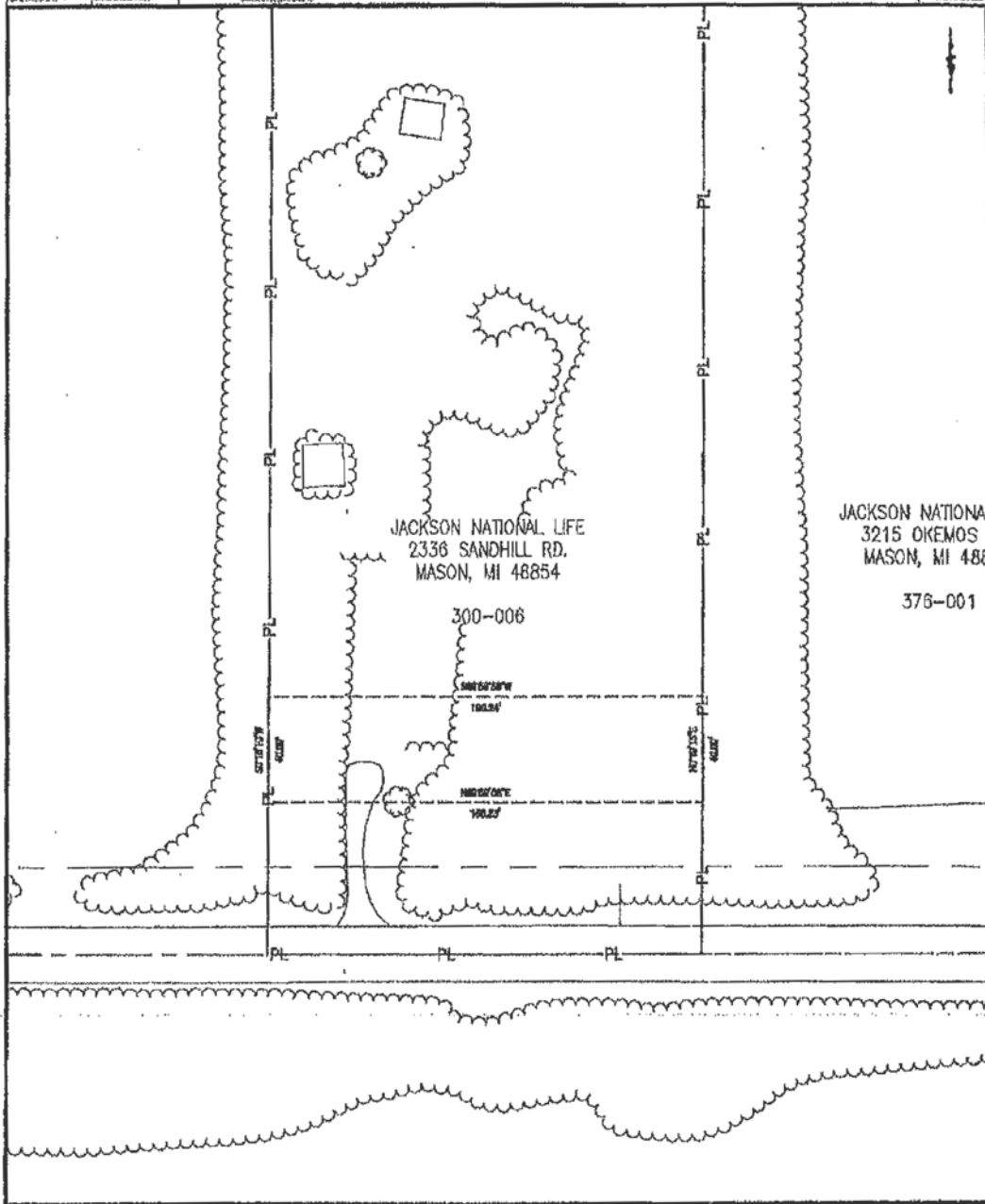
Accepted and Agreed To:

Panel Manufacturer:

Benson's Sheetmetal Company, LLC

By: 

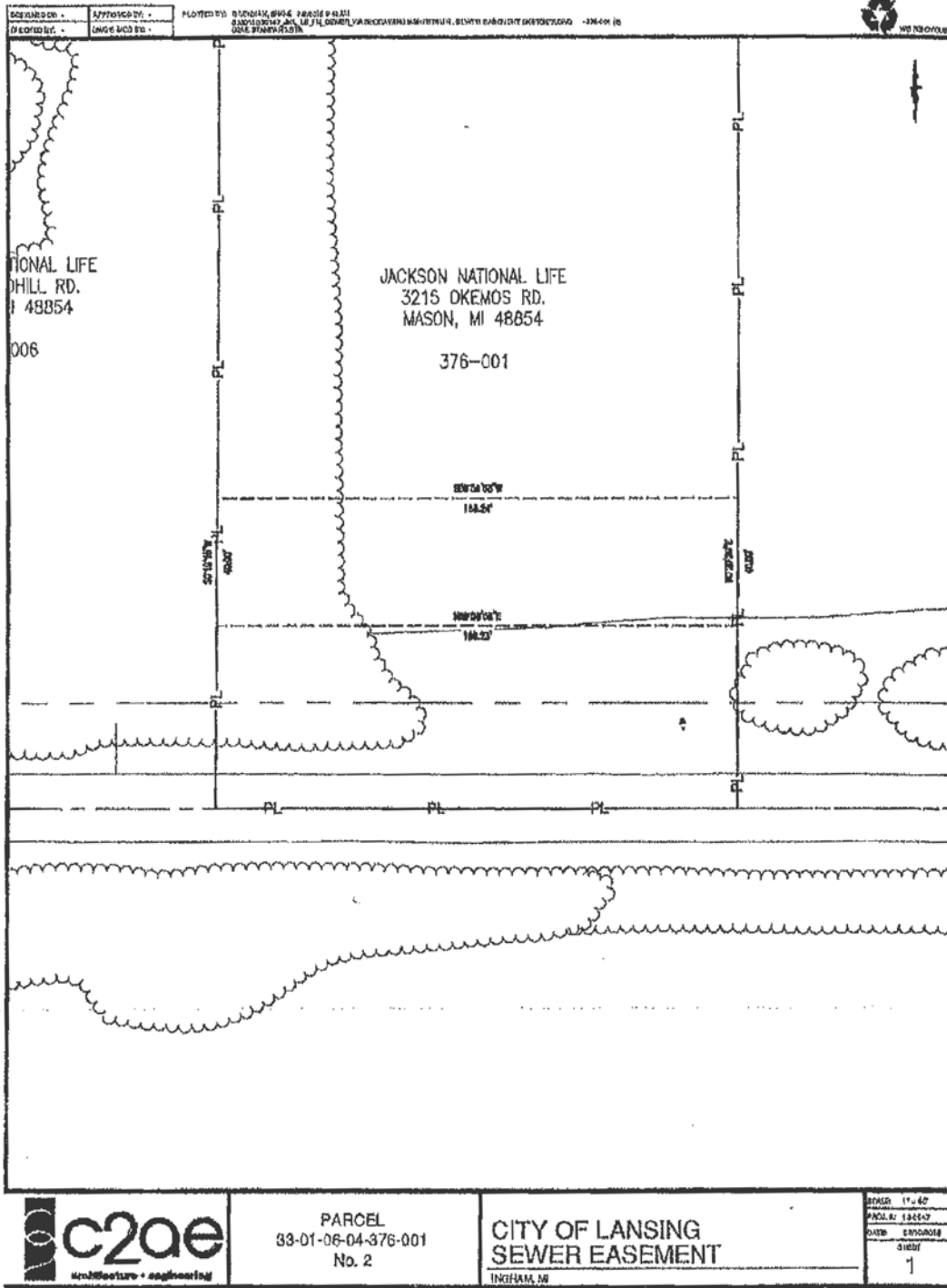
Title: President



PARCEL
 33-06-05-04-300-006

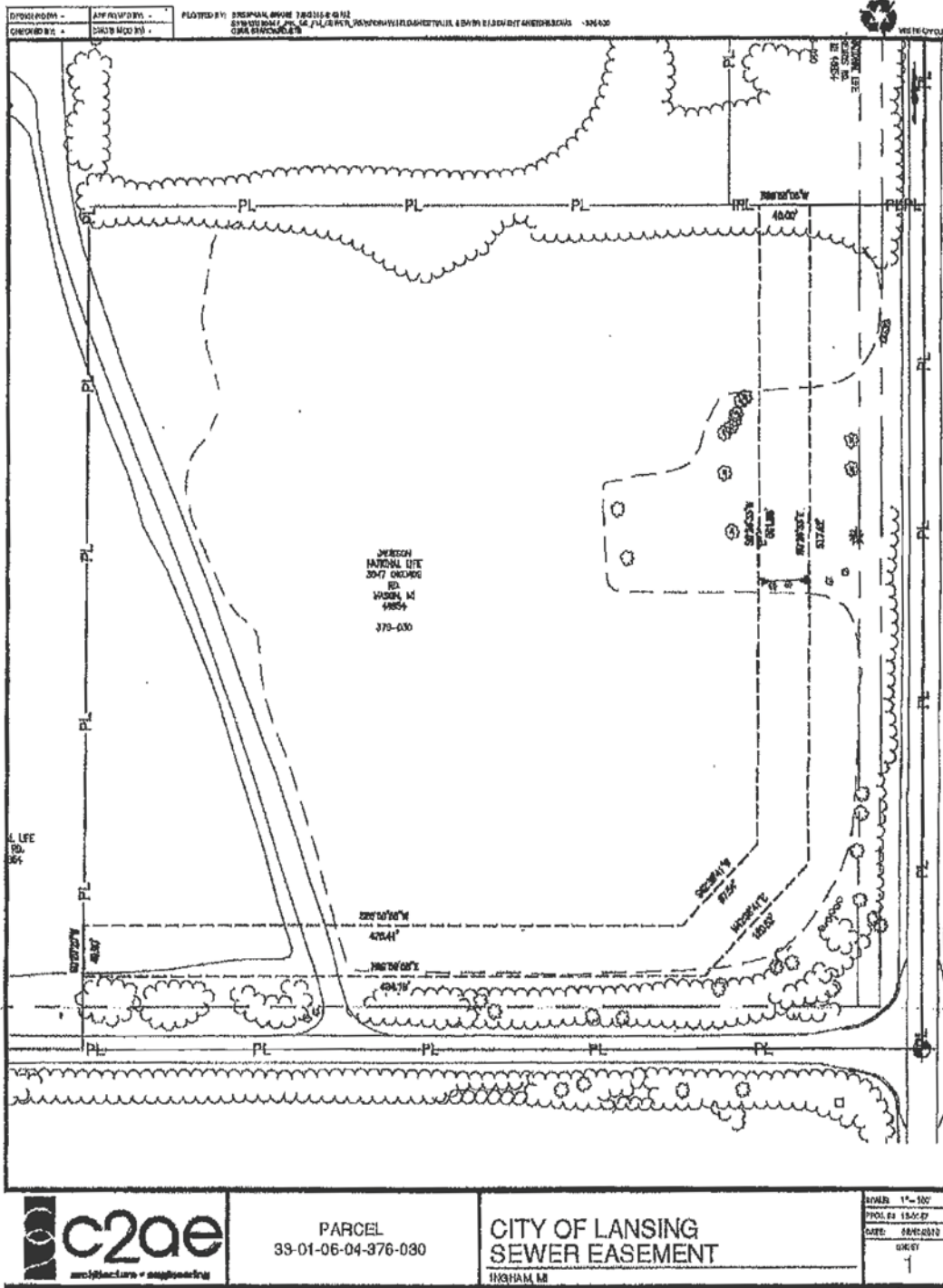
CITY OF LANSING
 SEWER EASEMENT
 INGHAM CO.

SCALE: 1" = 12'
 FILE NO. 150117
 DATE: 05/05/15
 SHEET: 1



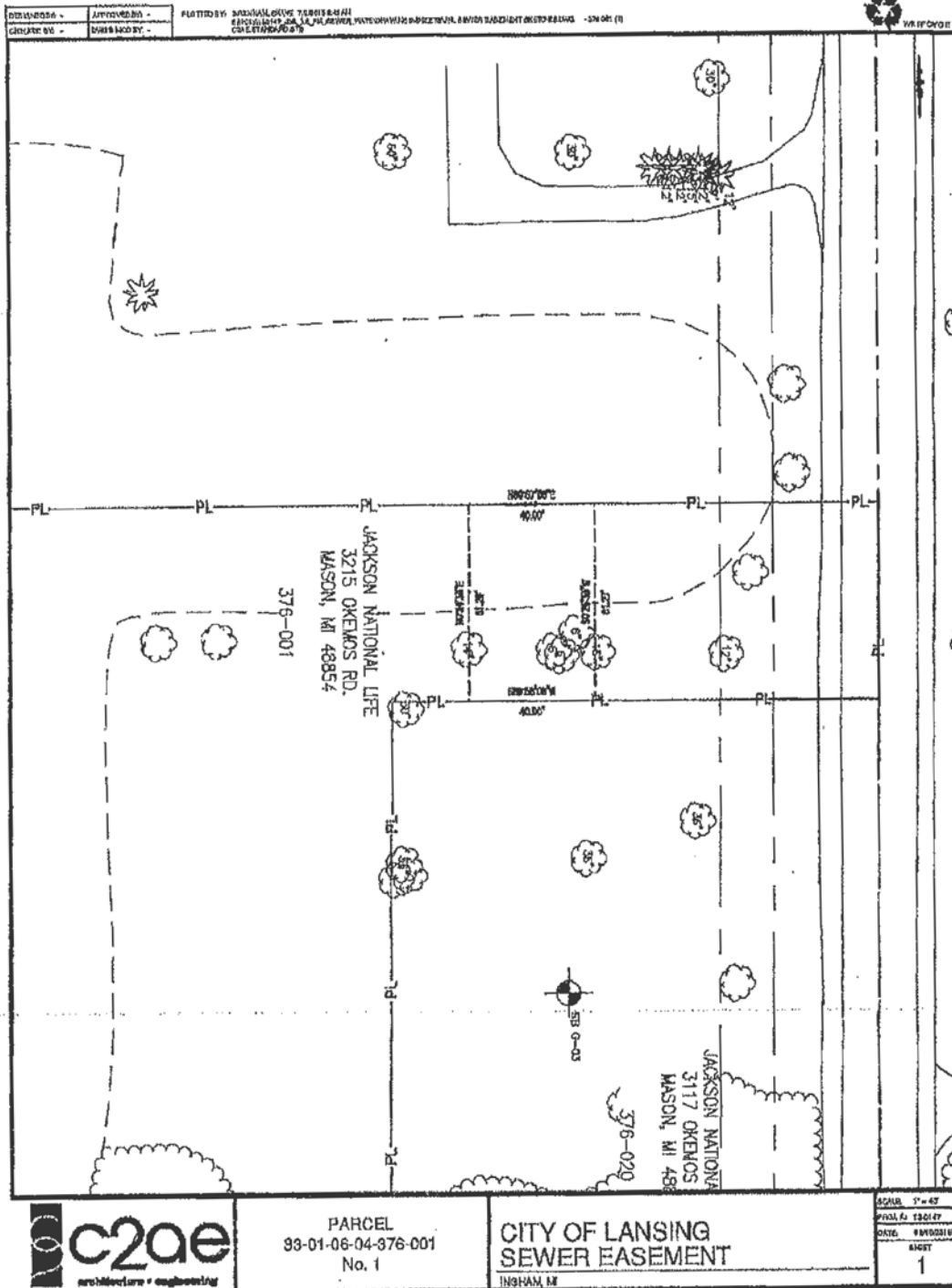
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EXHIBIT A



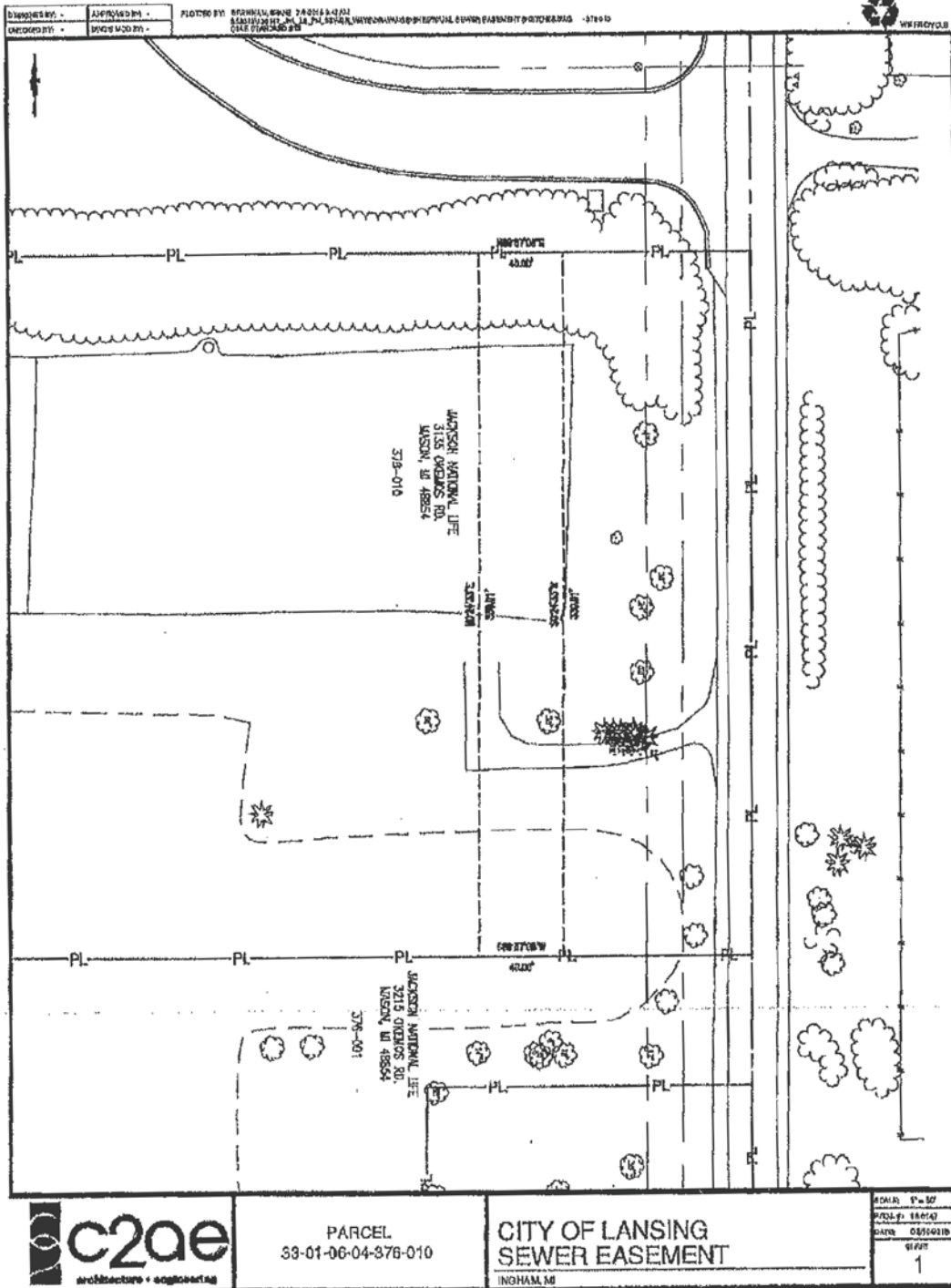
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EXHIBIT A



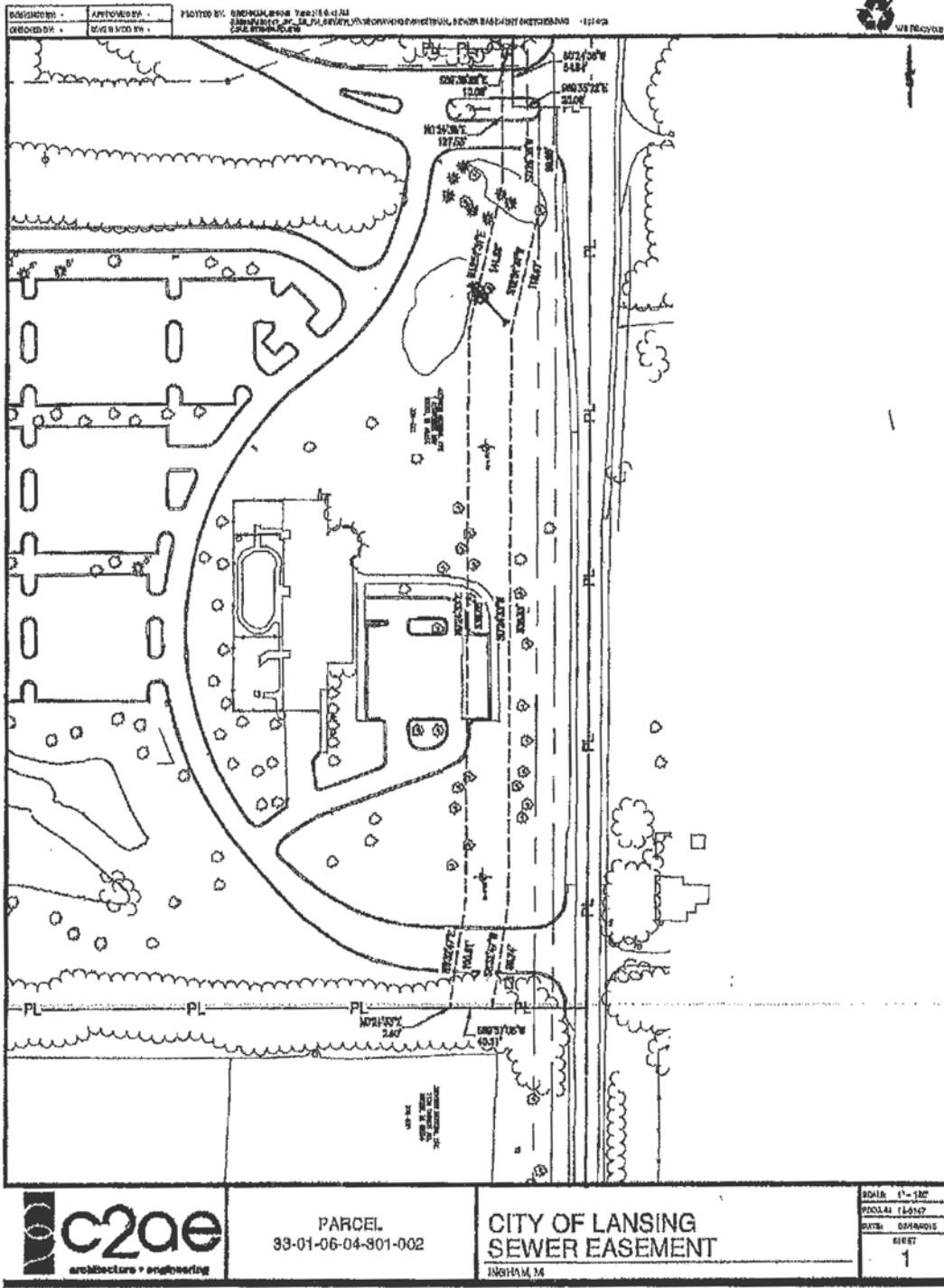
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EXHIBIT A



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EXHIBIT A



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EXHIBIT A

RESOLUTION # _____
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, pursuant to the Development Agreement between the City and Jackson National Life (JNL), the City is providing sanitary sewer services to the Public Act 425 transfer area that was formerly Alaiedon Township; and

WHEREAS, as part of the sanitary sewer system, JNL constructed for the City is now ready to transfer appurtenant easements to the City; and

WHEREAS, the Public Service Department has inspected and recommends its acceptance and dedication by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves City acceptance of the permanent public sanitary sewer easement and assignment of the constructed sanitary sewer therein, as filed March 6, 2014 in the office of the City Clerk, and dedicated the sanitary sewer to public use.

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, is authorized to sign and execute easements, subject to their prior approval as to form by the City Attorney.

BE IT FINALLY RESOLVED, after the execution of the permanent easement by the Mayor, the City Clerk is requested to record the easement with the Ingham County Register of Deeds.