

3749 Haines Road | Attica, MI 48412



Commercial

**FOR
SALE**
OFFERED AT
\$ 1,299,900

- 123.60 Acres
- House on Property
- 2 Pole Barns
- Redevelopment
- Liquor License
- Former 9 Hole Golf Course
- Zoned: RA
- Land Contract Terms
- Agricultural/Commercial

For more information: **Wilhelm & Associates (248) 625-9500 | www.wilhelmrealtors.com**



Commercial Full_w/Photos

3749 HAINES Road, Arcadia Twp, Michigan 48412-9306

MLS#: **20240049057**
 P Type: **Real Estate Only**
 Status: **Active**

Area: **09101 - Arcadia Twp**
 DOM: **N/32/32**

Short Sale:
 Trans Type:

No Sale
ERTS/FS

LP: **\$1,299,900**
 OLP: **\$1,299,900**



Location Information

County: **Lapeer**
 Township: **Arcadia Twp**
 Mailing City: **Attica**
 School Dist: **Lapeer**
 Location: **Lake Pleasant Rd & Haines**
 Directions: **Off Haines Rd between Lake Pleasant Rd & Hayden Rd**

Side of Str:

Lot Information

Acres: **123.60**
 Rd/Wtr Frt Ft: **726 /**
 Lot Dim: **726X2998X2587X2998**

General Information

Year Blt/Rmd: **1966**
 #Units/ % Lsd: **0 / -%**
 # Loft Units:
 # Eff/Std Units:
 # 1 BR Units:
 # 2 BR Units:
 # 3 BR Units:
 # 4 BR Units:
 Encroachments:

Business Information

Zoning: **Agricultural, Commercial**
 Current Use: **Vacant**
 Bus Type:
 Licenses:
 Rent Incl:
 Inv List:
 Inv Incl: **No**
 APOD Avail:

Zone Conform:
 Rent Cert'd:
 Restrictions:

Income and Expenses

Monthly Sales:
 Annl Net Inc: **0**
 Annl Gross Inc: **0**
 Annl Oper Exp: **0**

Access To / Distance To

Interstate:
 Railroad:
 Airport:
 Waterway:

Square Footage

Est Sqft Ttl: **1,877** (LP/SqFt: \$692.54)
 Est Sqft Main: **1,877**
 Est Sqft Ofc:
 Sqft Source:

Listing Information

Listing Date: **07/18/2024** Off Mkt Date:
 Exclusions:
 Terms Offered: **Cash, Contract, Conventional**
 Access: **Appointment**
 LC Down Pay: **\$350,000** LC Int Rate: **6**
 LC Payment: **\$5,000** LC Term: **5**

Protect Period: **365**
 Pending Date:
 ABO Date:
 Possession: **At Close**
 MLS Source: **REALCOMP** Originating MLS# **20240049057**
 LB Location: **Call Listing Agent**

BMK Date:
 Contingency Date:

Features

Arch Level: **1 Story**
 Foundation: **Slab**
 Exterior Feat:
 Accessibility:
 Water Source: **Well (Existing)**
 Out Buildings: **Pole Barn**

Exterior: **Wood**
 Foundation Mtrl:
 Roof Mtrl: **Asphalt**
 Sewer: **Septic Tank (Existing)**
 Road Frontage: **Gravel**

Unit Information

Unit Type	Baths	Lavs	Square Ft	Furnished	# of Unit Type	Rent

Legal/Tax/Financial

Property ID: **00202900800**
 Tax Summer: **\$1,711** Tax Winter: **\$5,251**
 SEV: **428,600.00** Taxable Value: **\$176,019.00**
 Legal Desc: **02 40 500 040 00 SEC 29 T8N R11E NE 1/4 OF SW 1/4 AND W 1/2 OF SE 1/4 EX THE S 733 FT OF W 500 FT OF THE W 1/2 OF SE 1/4 ALSO THE S 24 RDS OF SW 1/4 OF NE 1/4. 123.60 A.**

Ownership: **Standard (Private)**
 Oth/Sp Assmnt: **119.00**
 Existing Lease: **No** Occupant: **Vacant**

Agent/Office/Contact Information

Listing Office: **Wilhelm & Associates**
 Listing Agent:
 Co-List Agent:
 Contact Name:

List Ofc Ph:
 List Agt Ph:
 Co-List Agt Ph:
 Contact Phone:

Remarks

Public Remarks: **123+ Acres with a Lake, 2 Pole Barns, a Club House & a 2 Bed/2 Bath House (tenant is maintaining the property right now/will move out or stay). Comes with Liquor License!!! Zoned RA - Commercial. Land Contract Available!!! Previous 9 hole golf course For Sale!! Redevelop to your own OR Subdivision, Condo Complex...What do you dream of?? MAKE OFFER!**

REALTOR® Remarks: **Club House gets winterized in the Winter, roof is good, has Air & Heat (fuel oil). House 2 bed/2 bath No Air, Heat (fuel oil) and Wood Burning stove on Slab Roof is good. 2 Pole Barns Metal with asphalt roof, 1 has heater. ALL Buildings need TLC!! Lot Dimensions are estimated. BATVAI**

Notices and Disclaimers

1. Through this platform, users MUST NOT IN ANY WAY: (i) make offers of broker compensation; (ii) disclose broker compensation; (iii) represent brokerage services are free or available at no cost unless no financial compensation from any source will be received; or (iv) make any concession limited to or conditioned on the retention of or payment to another broker or representative. ANY DISCOVERED VIOLATION OF THE FOREGOING SHOULD BE IMMEDIATELY REPORTED BY THE DISCOVERING PARTY TO REALCOMP II LTD FOR APPROPRIATE ACTION.

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3. The accuracy of all information transmitted herewith, regardless of source, though deemed reliable, is not guaranteed or warranted. All information should be independently verified.

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APEX Appraisers, Inc.
PLAT MAP

File No.
Case No.

Borrower	Requestor: John North						
Property Address	3749 Haines Road						
City	Attica	County	Lapeer	State	MI	Zip Code	48412
Lender/Client	Arcadia Golf Course LLC		Address 3749 Haines Road, Attica, MI 48412				





STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 438.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing
and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO APRIL 19, 2024

BUSINESS ID: 6784

FILE NUMBER: D53212

ARCADIA HILLS GOLF COURSE, INC.

D/B/A ARCADIA HILLS

3801 HAINES RD,
ATTICA, MI 48412-9230

LAPEER COUNTY
-2
ARCADIA TWP

LICENSE # LICENSE:
L-000000338 Tavern

ACT:

TOTAL BARS: OUTDOOR SERVICE AREA: 1
DIRECT-CONNECTIONS: PASSENGERS:

ROOMS:

PERMIT
Sunday Sales (AM), Outdoor Service Area(1)

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

[Signature]

[Signature]

[Signature]

LICENSEE(S) SIGNATURE(S)

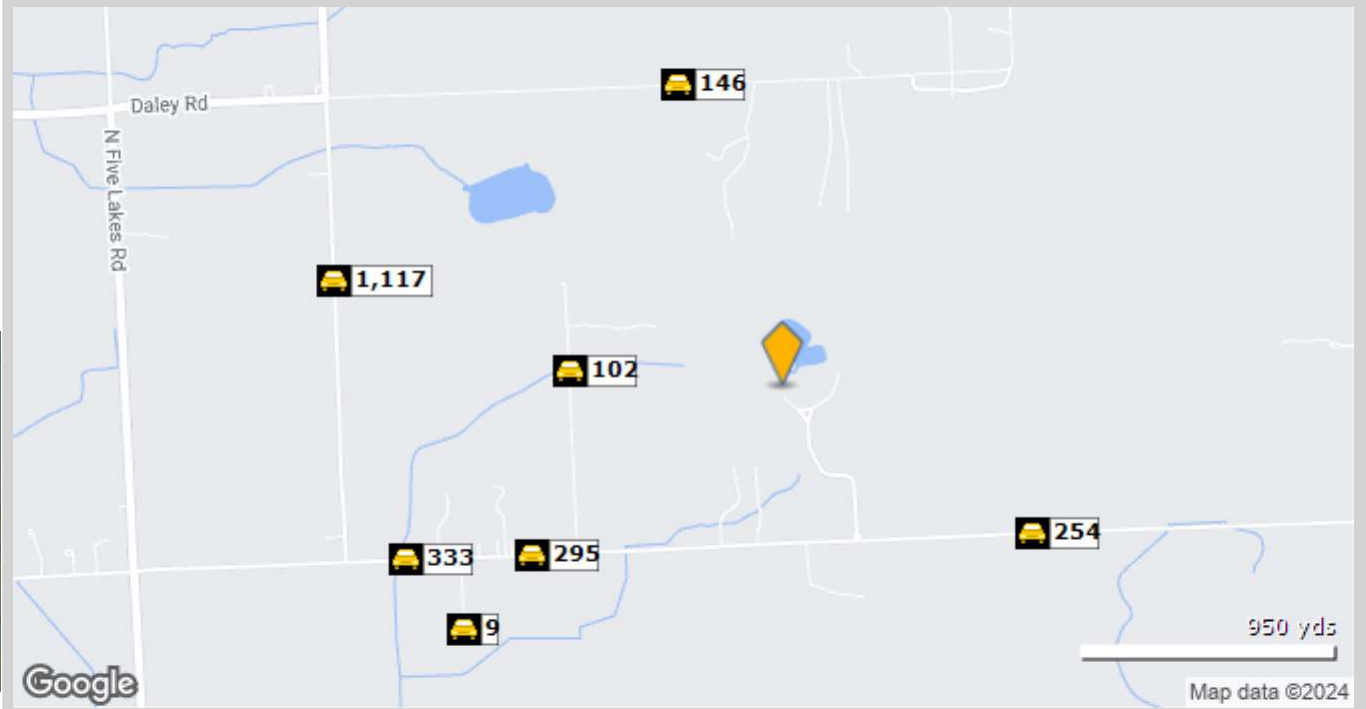
2024
2025

LICENSE EFFECTIVE MAY 1, 2024 - EXPIRES APRIL 30, 2025

Traffic Count Report

3749 Haines Rd, Attica, MI 48412

Building Type: **Land**
 Class: -
 RBA: -
 Typical Floor: -
 Total Available: **0 SF**
 % Leased: **0%**
 Rent/SF/Yr: -



	Street	Cross Street	Cross Str Dist	Count Year	Avg Daily Volume	Volume Type	Miles from Subject Prop
1	Hayden Rd	Haines Rd	0.39 S	2022	102	MPSI	.46
2	Haines Rd	Hayden Rd	0.98 W	2022	254	MPSI	.63
3	Haines Rd	Hayden Rd	0.10 E	2022	295	MPSI	.64
4	Daley Rd	Harrington Rd	0.72 E	2022	146	MPSI	.70
5	Roscoe Rd	Haines Rd	0.16 N	2022	9	MPSI	.86
6	Haines Rd	Roscoe Rd	0.12 E	2022	333	MPSI	.89
7	Bearanger Rd	Bearinger Rd	0.29 N	2022	1,117	MPSI	1.00

Demographic Summary Report

3749 Haines Rd, Attica, MI 48412

Building Type: **Land**

Total Available: **0 SF**

Class: -

% Leased: **0%**

RBA: -

Rent/SF/Yr: -

Typical Floor: -



Radius

1 Mile

2 Mile

5 Mile

Population

Households

**ATTORNEY/CLIENT WORK DOCUMENT
PRIVILEGED AND CONFIDENTIAL**

November 27, 2023

Entity To Be Named
C/O Nathan Dupes
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226

Subject: Proposal to provide Phase I Environmental Site Assessment (ESA)
Arcadia Hills Golf Course, 3749 Haines Road, Attica, Lapeer County, Michigan
Proposal No. PF-33787

To Whom It May Concern:

AKT Peerless appreciates the opportunity to present the attached proposal to provide environmental consulting services in the rendering of legal advice for the property known as Arcadia Hills Golf Course located at 3749 Haines Road in Attica, Lapeer County, Michigan (Parcel ID No. 44-002-029-008-00).

AKT Peerless will implement work immediately upon your authorization to proceed and will provide a Phase I Environmental Site Assessment (ESA) by December 29, 2023 provided we obtain your approval to proceed by November 30, 2023. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$3,250.

Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or need additional information please contact Jeremy Fox or me at (248) 615-1333 or via email at foxj@aktpeerless.com and mogahey@aktpeerless.com.

Sincerely,

AKT PEERLESS


Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Enclosure

PROPOSAL FOR ENVIRONMENTAL SERVICES

Arcadia Hills Golf Course

3749 Haines Road, Attica, Lapeer County, Michigan

AKT Peerless Proposal No. PF-33787

Introduction

AKT Peerless appreciates the opportunity to present the attached proposal to provide environmental consulting services in the rendering of legal advice for the property known as Arcadia Hills Golf Course located at 3749 Haines Road in Attica, Lapeer County, Michigan (Parcel ID No. 44-002-029-008-00) (subject property).

AKT Peerless understands the Client is not planning to finance the purchase of the subject property at this time. This Phase I ESA is not intended to satisfy the requirements of any lender, the United States Small Business Association (SBA), Housing and Urban Development (HUD), and/or Michigan State Housing Development Authority (MSHDA) funding programs. If the Client anticipates using any of these funding sources, please contact AKT Peerless to provide a proposal to conduct a Phase I ESA that complies with the associated program or lender requirements.

Phase I ESA Scope of Work

AKT Peerless is pleased to submit its proposal to provide a Phase I Environmental Site Assessment (ESA) of the subject property. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of ASTM International *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312). AKT Peerless' proposed Phase I ESA is also intended to satisfy the good commercial and customary practices outlined in ASTM Standard Practice E 1527-13.

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete the Phase I ESA. AKT Peerless will not make an independent determination whether the Client is a *User* that satisfies the requirements to establish a Landowner Liability Protection (LLP) defense under CERCLA.

As described in ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property

manager. The 2018 BUILD Act amended the CERCLA definition of bona fide prospective purchaser at §101(40) to include certain commercial tenants or lessees who acquire a leasehold interest in a property. Therefore, in certain cases, a person acquiring a leasehold interest in a commercial property may need to conduct a Phase I ESA for the purposes of all appropriate inquiries into the previous ownership and uses of the leased commercial property to qualify for an LLP. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for the successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of those specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed Phase I ESA will be to provide an independent, professional opinion of the *recognized environmental conditions (RECs)*¹, *historical recognized environmental conditions (HRECs)*², and *controlled recognized environmental conditions (CRECs)*³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify these conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.), and its relation to neighboring sites and/or cross streets near the subject property.
- Completed "Client Environmental Questionnaire" and requested documents
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

¹ ASTM Standard Practice E 1527-21 defines the term REC as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-21 defines the term HREC as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC.

³ ASTM Standard Practice E 1527-21 defines the term CREC as a REC affecting the subject property resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority or authorities (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations or other property use limitations).

AKT Peerless' scope of services will not include conducting a search for land title records. However, AKT Peerless will comment on land title records if provided by the Client.

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the Client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection. If a UST system is present, the Client should also be prepared to disclose to AKT Peerless the financial assurance mechanism utilized by the owner/operator.

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendments"), a User must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA liability, then AAI requires that certain tasks be performed by - or on behalf of - that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information as prompted in our Questionnaire and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-21, AKT Peerless' ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public rights-of-way, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and select nearby sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁴.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by regulatory agencies. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to the obvious first developed uses, or 1940, whichever is earlier. Such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered

⁴ AKT Peerless will use search radii consistent with ASTM recommended approximate minimum search distances.

USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.

- The consideration of adjoining property uses and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Review and summary of information provided by the Client related to Activity and Use Limitations (AULs), environmental liens, or institutional controls (if any). AKT Peerless will also summarize such information if obtained during environmental regulatory record reviews.
- An evaluation of information obtained from these resources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately upon your authorization to proceed and will provide a Phase I Environmental Site Assessment (ESA) by December 29, 2023 provided we obtain your approval to proceed by November 30, 2023. Certain information may not be available upon completion of the Phase I ESA due to agency response times.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	\$3,250
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AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. AKT Peerless may charge an additional fee to review regulatory agency records to adequately and appropriately evaluate potential environmental concerns associated with uses of (or events at) adjoining

or nearby sites determined to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to FOIA responses may be passed on to the Client. AKT Peerless will promptly apprise the Client of the relative cause for such additional fees but will not complete the extra activity without Client authorization.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless' standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations

In January 2020, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) changed their Freedom of Information Act (FOIA) request policy. The revised policy includes an internal review of requested documents to evaluate the need for redactions (among other changes). This policy change has resulted in delays to the access of file information and increased FOIA fees. In some cases, these time and cost increases have made this information not *reasonably ascertainable* as defined in ASTM International Standard E1527. AKT Peerless will provide updates if such delays occur and additional fees are required.

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical resources described in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use of UST systems directly corresponds to the presence of obstructions (e.g., snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

AKT Peerless cannot warrant or guarantee that the information gathered from third parties during the proposed Phase I ESA is exhaustive, or that the information obtained from sources is complete or accurate.

Unless specifically noted otherwise, invasive investigation of any kind will not be performed during this Phase I ESA, nor will observation under floors, above ceilings, behind walls, within the surface and subsurface soil, within groundwater, within confined spaces, roof tops, or inaccessible areas be performed.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include: asbestos containing materials (ACMs), biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality, industrial hygiene, lead-based paints (LBPs), lead in drinking

water, moisture intrusion/suspect mold or microbial growth, noise pollution, naturally-occurring radon, regulatory compliance/non-compliance, substances not defined as CERCLA hazardous substances, and/or wetlands. If the Client requires these services, please contact AKT Peerless for a proposal to conduct those tasks under a separate scope of work.

This proposal does not include sampling or analysis of the subject property or related building materials. If visual observations or information obtained during the Phase I ESA indicate the need for additional assessment, AKT Peerless will contact the Client to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

The terms and conditions for this project will be dictated by the Terms and Conditions previously agreed upon between AKT Peerless and Bodman, PLC as presented in Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. For electronic payment, the following table provides AKT Peerless’ bank routing information:

ACH Transactions	Domestic Fund Wires	International Fund Wires
AKT Peerless Environmental Services Account No. 01388362854 ABA No. 072403473	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 ABA No. 044000024	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 SWIFT CODE: HUNTUS33

AKT Peerless is prepared to initiate this project immediately upon receipt your written authorization to proceed. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please endorse the signature page and return a copy to the undersigned.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

Arcadia Hills Golf Course, 3749 Haines Road, Attica, Michigan

This proposal submitted by:

Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Proposal submitted on:

November 27, 2023

Please authorize the proposal by executing below:

Proposal amount: **\$3,250**

Client contact:

Entity To Be Named
C/O Nathan Dupes
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, MI 48226

AKT Peerless Proposal No. PF-33787

Acceptance:

Beth North (Signature)

Print Name:

Beth North

Title

Date

11/28/23

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A
Terms and Conditions
(Bodman PLC)

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as "work" or "services") to be performed by AKT Peerless Environmental & Energy Services ("Consultant") for the entity identified in the executed proposal ("the Client"). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and the Terms and Conditions constitute the "Agreement").

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited to those related to environmental, fire, safety and health matters. Finally, it is Consultant's obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

2. **Client Cooperation:** Client agrees to cooperate fully with Consultant in meeting Consultant's responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client's possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to the Contract, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant's standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer ("Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of receipt. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received on any invoice within thirty (30) days, Consultant reserves the right to terminate any

existing contracts and apply existing retainer to outstanding invoices without incurring any liability to Client. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after receipt, or the objection shall be deemed waived.

4. **Termination:** Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this contract may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original contract amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("Damages"), whether direct, indirect or consequential: (1) that arise out of, or relate in any way to the presence of hazardous substances or contamination on, at, from, or under the property except resulting from Consultant's negligence, gross negligence, or willful misconduct in the performance of services under this Agreement; or (2) that arise as a result of Client's negligence, gross negligence, or willful misconduct. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client from and against any and all Damages arising out of, or in any way connected with the presence, discharge, release, escape, exacerbation or migration of contaminants of any kind resulting from Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Contract, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee

is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Contract will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this contract and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this contract. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Contract shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.
12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.