

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that LEXINGTON VILLAGE-2004 Limited Dividend Housing Association Limited Partnership located at 1118 S. Washington, Lansing, MI 48910, in the County of Wayne (hereinafter referred to as "Grantor(s)"), in consideration of the payment of Five Thousand 00/100 Dollars (\$5,000.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, convey and warrant to HENRY FORD HEALTH SYSTEM, a Michigan-nonprofit corporation, with corporate offices located at 1 Ford Place, Suite 4A, Detroit, MI 48202 (hereinafter referred to as "Grantee HFHS" or "Grantee") AND the CITY OF DETROIT, operating by and through its WATER AND SEWERAGE DEPARTMENT, with its principal place of business located at 735 Randolph Street, Detroit, Michigan 48226 (hereinafter referred to individually as "Grantee DWSD" and collectively with Grantee HFHS as "Grantees"), their successors and assigns, the easement and right-of-way to make surveys, lay construct, maintain operate, alter, replace and repair and remove at any time hereafter a watermain and appurtenances on, over, under and across the following described parcel of land, as set forth in Exhibit A and herein incorporated by reference ("Easement" or "Watermain Easement"):

10' Watermain Easement:

A strip of land 10.00 feet in width, being part of Lots 15, 16, part of the 20.00-foot vacated public alley and part of vacated Irving Street (60.00 feet wide) of Block 3 of Irving Place Subdivision of 1/4 Section 55 of 10,000 Acre Tract in T.1 S., R.11 E. as recorded in Liber 11 of Plats on Page 5, Wayne County Records, said 10.00-foot strip of land being 5.00 feet, measured at right angles, each side of the following described centerline:

Beginning at a point on the Southerly line of said Block 3, which is 308.00 feet, S.62°-18'-04"W., of the intersection of the Northerly line of Pallister Avenue (so-called) and the Westerly line of the John C. Lodge Service Drive (so-called); thence N.27°-16'-56"W., 4.42 feet to a deflection point; thence N.17°-43'-04"E., 11.31 feet to a deflection point; thence N.27°-16'-56"W., 418.49 feet and there end. The sidelines of said easement to extend or shorten at their respective intersections, and the terminus of said easement to be drawn perpendicular to said endpoint. See Spicer Group Survey description of the Easement, dated 9/27/19, attached as Exhibit A hereto and made a part hereof.

1. **Easement.** Grantees shall have the right of ingress and egress for all purposes incident to said Easement and the watermain and appurtenances, right of access to the Watermain Easement through the Grantor's property adjacent to the Watermain Easement, and all rights reasonably necessary for use, including rights to improve, repair and maintain the Watermain Easement in any manner reasonably necessary and consistent with its purpose ("Purpose"). This Watermain Easement shall be perpetual, permanent, and run with the land and shall be binding upon Grantor and Grantor's successors and assigns

and the Grantees and Grantees' successors and assigns. Grantor represents and warrants that it has full authority to grant and convey this Watermain Easement.

2. **Use/Repairs/Damage.** Pursuant to the authority granted by the Grantor or its successors, assigns, agents, or anyone acting by or through those persons, it being expressly understood that no building or other structures will be placed over said watermain and appurtenances (except a replacement driveway) without the prior, written consent of Grantee DWSD and the non-use or limited use of this Easement by any Grantee shall not prevent such Grantee from later making use of the Easement to the full extent herein authorized. Grantees agree to pay for any repair or damage which it does to Grantor(s) building, or other structures, proof of which will be provided in writing by Grantor, in its exercise of the rights herein granted, and to bury and maintain any watermain and appurtenances so as not to interfere with the normal use of said land. Grantees shall pay the actual expenses of any repair or damage required by Grantor; such repairs or damages shall be provided through written notice to the Grantees. Grantees will have an opportunity to repair the site within 30 days from the date of the discovered damage. Such repairs shall be sufficient to restore the property to its original condition and shall be made by contractors reasonably approved by Grantor before work is commenced on behalf of the responsible Grantee, or in the event Grantees do not repair or restore the site within 30 days of written notice, Grantor may secure contractors reasonably approved by Grantor before work is commenced to perform the repairs.

3. **Maintenance.** During and after construction on Easement, the Grantor's attached property and all signs, landscaping, light posts, and other utilities/structures shall be promptly maintained in or repaired/replaced to a neat and clean and fully functioning original condition. Grantees shall bear the full cost of repairing, replacing, and maintaining the Easement and the parking areas, driveways, access drives, and sidewalks related to this Easement in perpetuity. Grantees shall not allow the Easement to become unsightly or a nuisance and agrees to keep the Watermain Easement and related parking areas, driveways, and access drives in a reasonable state of repair so that normal access to and across the Easement on and for Grantors attached property is not impaired or impeded.

4. **Construction.** All construction performed to, on or in the easement shall be performed expeditiously and shall be done in a manner to minimize and avoid unreasonable interference with the Grantor's use of its remaining property burdened by the Easement including, without limitation, the use by residents of Lexington Village of the Driveway related to the Easement. Prior to commencing construction, Grantee HFHS shall prepare and deliver, for the Grantor's approval, a written Construction Plan which incorporates, without limitation, a schedule (in the event of unforeseen conditions), a process for traffic control and security (including a specific schedule for restrictions of driveway access, signage, plans for traffic control and a reasonable method for confirming access of Tenants and visitors), and a specific schedule for any cessation and reconnection of the water supply to Lexington Village (with assurances of acceptable water quality upon reconnection). To avoid disruption and interference to the residents of Lexington Village for access to their parking lot and in the event it becomes necessary to restrict use of driveway to the parking lot for Lexington Village residents, Grantee HFHS, at its own expense, shall post and maintain a manned presence to direct traffic and assist with gate and parking lot access. Any such restriction of the driveway access shall be for the shortest possible time with the least disruption to Lexington Village residents. The driveway access for Lexington Village residents shall not be closed without prior, written notice to Grantor, the provision of an acceptable alternative and adequate notice to Residents of Lexington Village. All construction activities performed within the Premises shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government and any department or agency of those entities having jurisdiction. All

storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Grantee HFHS's neighboring property and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles on the Grantee HFHS's neighboring property. To the extent that any dirt or debris is created from the construction activities on the easement, it shall be promptly removed by Grantee HFHS. The existing driveway (affected by the Easement) shall be returned to its original condition upon completion of construction such that it is level, even and as seamless as possible with the remaining driveway asphalt/pavement. For this purpose, Grantee HFHS shall compact the soil/substrate, cover same with concrete, and overlay sufficient asphalt to avoid future settling and unevenness.

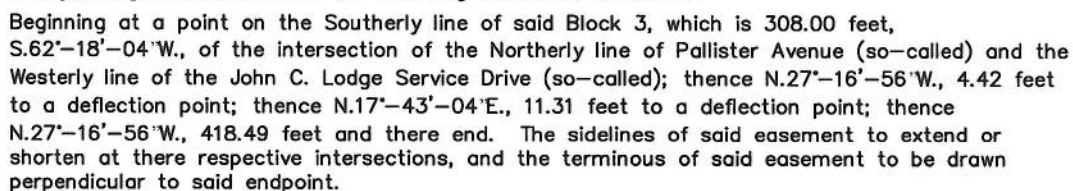
5. **Insurance.** Grantee HFHS shall maintain such hazard insurance coverage as may be necessary to restore and damage to the Easement and Grantor's burdened property and to meet its obligations under this Agreement. Grantee HFHS shall obtain commercial general liability insurance, including personal liability insurance coverage and contractual liability insurance with a combined single limit of liability of not less than \$5 million in constant dollars for both bodily and personal injury or death and for property damage arising out of any one occurrence. Grantor shall be an additional insured under Grantee HFHS's liability insurance policy. All of Grantee HFHS's agents and contractors that perform work on the Easement shall be licensed and fully insured with documentation of the same provided to Grantor upon request. Grantee HFHS shall obtain and maintain builder's risk insurance satisfactory to Grantor during any construction on the Easement. All insurance policies required hereunder shall be in an amount and upon terms and with insurers reasonably approved by Grantor and shall be delivered to Grantor, upon request, with written evidence of premium payment.

6. **Indemnification.** Grantees agree to indemnify and hold Grantor and its successors and assigns harmless for any damage to any property or injury to any person that may arise out of any use, construction or maintenance of the easement by Grantee and its agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement and shall continue in perpetuity.

7. **Enforcement.** Grantor and Grantees, their successors and assigns shall have the right to enforce the respective provisions of this Easement and to seek specific performance or such other equitable or legal relief as may be appropriate to correct the violation and compensate it and other parties for any violation of the Easement. The parties' remedies, at law or in equity, shall be cumulative and non-exclusive.


8. **Time of Essence.** Time shall be of the essence in the performance and actions undertaken under this agreement.

10. **Miscellaneous.** It is also understood that this Agreement constitutes all of the term, conditions and understandings between the parties hereto and may not be modified without the express, written consent of the parties.



JOB#: 126514SG2018
DWG#: A-28302


GRANTOR



Lexington Village-2004 Limited Dividend Housing
Association Limited Partnership
By: Property Stabilization Three, LLC, General Partner
By: Michael Witt
Its: President of Property Stabilization, Inc./Manager

STATE OF Michigan)
COUNTY OF Clinton) ss.

On this 2nd day of March, 2022, before me, a Notary Public, in and for said County, personally appeared Michael Witt, to me known to be the same person named in and who executed the foregoing instrument and acknowledge the execution of the same to be his/er/their free act and deed and the act and deed of the Grantor company.



Notary Public

County, Michigan
Acting in _____ County
My Commission Expires: _____

[The remainder of this page is blank. Grantee signatures continued on next page.]

KELLY L. ABENT MARTIN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires July 14, 2022
Acting in the County of Clinton

GRANTEE—Henry Ford Health System

Its: Vice President, Facilities and Support Services

Acting in _____ County
My Commission Expires: _____