

Property Act No. _____

File No. _____

BOARD OF WATER COMMISSIONERS OF THE CITY OF DETROIT

EASEMENT ENCROACHMENT PERMIT:

WHEREAS, application is hereby made for an Easement Encroachment Permit ("PERMIT") to the Board of Water Commissioners of the City of Detroit, a municipal corporation, acting through the Detroit Water and Sewerage Department ("CITY"), whose address is 735 Randolph Street, Detroit, Michigan 48226, and its agent Great Lakes Water Authority ("GLWA"), a Michigan municipal authority and public body corporate created pursuant to Act 233 of 1955, by

Ms. Julie Jozwiak, DTE Energy - Regional Manager Corporate & Government Affairs DTE- Detroit

whose address is **DTE Energy, 1 Energy Plaza, Detroit, MI 48226**

hereafter called APPLICANT, to use an easement under the jurisdiction of the CITY described and located at:

North of Dix Street on Miller Road in the City of Detroit.

Beginning: 42.2933056, -083.1428889 and Ending: 42.2935278, -083.1431111

for the purpose of 1) One (1) twelve inch (12") diameter sub-grade pipeline parallel, solely for they conveyance of natural gas, located at North of Dix Street on Miller Road in the City of Detroit

NOW, THEREFORE, upon payment by APPLICANT of a Preparation Fee of \$ **\$70.00**, the CITY grants permission to APPLICANT and its successors and assigns, to use the above-described easement in accordance with the approved plans and specifications attached hereto and made a part hereof. All work shall be done in accordance with the CITY's or GLWA's approved standards.

LIABILITY

APPLICANT shall hold harmless the CITY and GLWA, their officers, employees, agents, and successors and assigns from any and all liability, claims, suits, actions, or causes of action for damages and injuries or otherwise and shall assume the defense and bear all costs and expense for actions which may be brought against the CITY and GLWA and their officers, employees, agents, successors and assigns by reason of the permission herein granted; provided, however, that nothing contained herein may be construed as rendering APPLICANT liable for acts of negligence by the CITY or GLWA or their officers, employees or agents. APPLICANT shall furnish proof of insurance coverage as indicated below and for the period that the construction work herein permitted is carried out or required.

INSURANCE REQUIREMENTS (as satisfied in the attached Certificate of Liability Insurance)

- Contractor's Public Liability and Property Damage Insurance
- Owner's Protective Insurance
- Public Liability (bodily and personal injury) \$ 4,000,000.00 each occurrence; Property Damage and Contractual liability \$ 4,000,000.00 each occurrence; \$ 4,000,000.00 aggregate; automobile liability insurance and worker's compensation insurance; and additional hazard coverage as the CITY/GLWA may require.
- For all policies: the CITY and GLWA shall be named as "additional insureds"; reflected as certificate holders; and given thirty (30) days' prior written notice if policies are modified or terminated.

ADDITIONAL CONDITIONS

Additional conditions of this Permit are listed on the reverse and are numbered "Additional Conditions" 1 through 11.

In making application for the foregoing Permit, APPLICANT acknowledges and agrees to abide with the terms and conditions of this Permit.

STATE OF MICHIGAN)

By: Julie Jozwiak
TITLE: Regional Mgr Corp + Govt. Affairs DTE - Detroit

COUNTY OF)
Subscribed and sworn to before me this 21st day of August, 2022

Commission expires 08/12/2023 DATE LYDIA M. TANNIS NOTARY PUBLIC OAKLAND COUNTY

Insurance Coverage Acceptable	Preparation Fee Paid	Permit Recommended	P/L R/W	Date
Date	Date	Gen. Supt.		

THIS PERMIT is issued this _____ day of _____, 20____

WITNESSES

CITY OF DETROIT
BOARD OF WATER COMMISSIONERS

BY: _____

TITLE: _____

Lydia M. Tannis
 LYDIA M TANNIS
 Notary Public - State of Michigan
 County of Washtenaw
 My Commission Expires Feb 17, 2023
 Acting in the County of Oakland



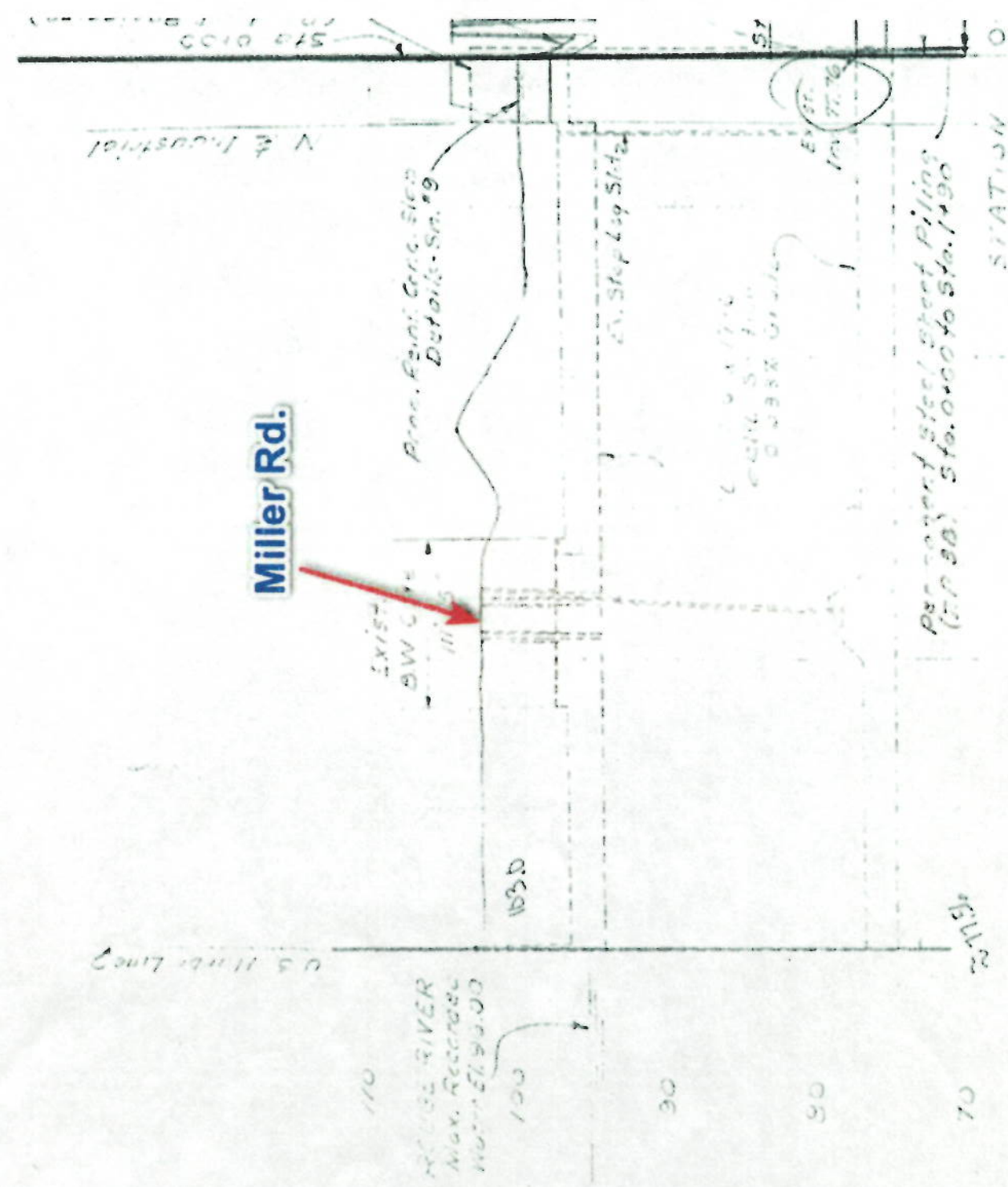
EASEMENT ENCROACHMENT PERMIT
(Continued)

ADDITIONAL CONDITIONS: (Those marked X apply to this permit)

- ⊗ 1a. A specific condition and limitation of this permit is that if BOARD deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
- ⊗ 1b. Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
- ⊗ 2. **All construction performed under this permit shall not be commenced until after (10) days written notice to the City. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.**
- ⊗ 3. Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
- ⊗ 4. This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
- ⊗ 5. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged BOARD facilities.
- ⊗ 6. APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.
- ⊗ 7. If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
- ⊗ 8. The surface of the easement shall be restored to the same condition that existed prior to the Construction or installation herein permitted insofar as is practical.
- ⊗ 9. **Prior to the start of construction the contractor shall notify our Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.**
- ⊗ 10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's facilities and any proposed utility.
- ⊗ 11. The City, through its Detroit Water and Sewerage Department shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment.

72 HOURS BEFORE YOU DIG CALL MISS-DIG (1-800) 482-7171)

Miller Rd.



N & Industrial

110
RIDGE RIVER
Max. Record
Hgt. 57.95.00
100
90
90
70

EXIST.
BW C...

Prop. Feini. Conc. Slab
Details - S.S. #9

Step 49 Slab

EXIST. IN 77.76

Per 100' steel sheet piling
(S.P. 90) Sta. 0+00 to Sta. 1+90

STATION

U.S. 11th Line

57 61.33

57

2713



URAP
Utility Review and Permits
A Field Services Department
GLWA GEEP 2202 (GCJ 2201)

July 26, 2022

DTE Energy
1 Energy Plaza,
Detroit, MI 48226

Attention: Ms. Julie Jozwiak
DTE Regional Manager – City of Detroit

Regarding: Easement Encroachment Permit - DTE Energy to install a 12" gas main
North of Dix Street on Miller Road
City of Detroit - MI

We received an electronic submittal from the APPLICANT (Ms. Julie Jozwiak – DTE Energy) on July 22, 2022, to request an encroachment permit to install a 12" steel high-pressure gas line over existing outfall sewer B-52's backwater gates and regulator chamber (structures), located north of Dix Street on Miller Road within an easement for outfall sewer B-52 - Lonyo Sewer Extension. A review of the proposed plans with our department records indicates that an easement encroachment permit is required.

- ✓ One (1) twelve-inch (12") diameter sub-grade pipeline parallel, solely for conveyance of natural gas, located at North of Dix Street on Miller Road in the City of Detroit. Beginning: 42.2933056, -083.1428889 and Ending: 42.2935278, -083.1431111

LIABILITY:

APPLICANT shall hold harmless the City of Detroit (CITY), DWSD and GLWA, their officers, employees, agents, and successors and assigns from any and all liability, claims, suits, actions, or causes of action for damages and injuries or otherwise and shall assume the defense and bear all costs and expense for actions which may be brought against the CITY, DWSD and GLWA and their officers, employees, agents, successors and assigns by reason of the permission herein granted; provided, however, that nothing contained herein may be construed as rendering APPLICANT liable for acts of negligence by the CITY, DWSD or GLWA or their officers, employees or agents. APPLICANT shall furnish proof of insurance coverage as indicated below and for the period that the construction work herein permitted is carried out or required.



Easement Encroachment Permit (EEP) must be obtained before construction:
1. Five [5] copies of the EEP application with applicant's signature made to the Board of Water Commissioners.
2. A permit fee of \$70.00 payable to the City of Detroit.
3. An insurance certificate for \$2,000,000.00 liability insurance
4. One paper copy of GLWA approval letter. (GLWA GEEP 2202)
Mail above (4) originals documents (hard copies) to: Mr. Syed Ali, PE Permits Manager (DWSD), 735 Randolph Street, Room 104 Detroit, MI 48226
Email (copy): Permits@glwater.org

GLWA has no objections to the proposed project subject to the following conditions:

Please note that Great Lakes Water Authority (GLWA) prohibits the use of heavy construction equipment (bulldozers, backhoes, extremely large rollers, etc.) and/or storage of building material or trailers directly over or near our facilities. GLWA also prohibits the use of cranes and balls or hydraulic rams for pavement removal, where the GLWA facilities are involved. If the water main or sewer facilities are broken or damaged because of any action on the part of the contractor, then the contractor shall be liable for all costs incidental to the repair of such broken or damaged water mains/sewer facilities and appurtenances. The contractor shall waive all claims for damages under such circumstances.

ADDITIONAL CONDITIONS:

- 1a. A specific condition and limitation of this permit is that if City of Detroit Board of Water Commissioners (BOARD) deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of the APPLICANT

- 1b. Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to the Board's facilities for maintenance, repairing, alteration, or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
2. All Construction performed under this permit shall not be commenced until after (10) days written notice to the CITY. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.
3. Construction under this permit is subject to inspection and approval by BOARD forces. The cost of such inspection shall, at the discretion of the BOARD, be borne by APPLICANT.
4. This permit applies only to the easement interest of BOARD and APPLICANT is hereby put on notice that other grants and/or permits may be required.
5. If the BOARD facilities located within the easement shall break or be damaged as the result of any action on the part of APPLICANT, then in such event APPLICANT agrees to be liable for all costs incident to the repair, replacement, or relocation of such broken or damaged BOARD facilities.
6. APPLICANT shall hold BOARD harmless for any damage to the encroaching device constructed or installed under this permit which may be caused by the failure of BOARD's facilities.
7. If at any time in the future APPLICANT shall request removal and/or relocation of the BOARD's facilities in the easement being encroached upon, APPLICANT agrees to pay all costs for such removal and/or relocation.
8. The surface of the easement shall be restored to the same condition that existed prior to the construction or installation herein permitted insofar as is practical.

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9. Prior to the start of construction, the contractor shall notify GLWA Field Services, at (313) 267-8958, at least three (3) working days to arrange for an inspector to be present.
10. A minimum vertical clearance of 18-inches shall be maintained between DWSD's facilities and any proposed utility. A minimum horizontal clearance of 10 feet shall be maintained between DWSD's facilities and any proposed utility.
11. The City, through its Detroit Water and Sewerage Department shall be permitted to assign this Contract to any successor in interest without the prior consent of the APPLICANT. As soon as practicable thereafter, the City shall provide written notice to APPLICANT of the assignment

Construction shall not commence without inspections, please arrange for the inspections as follows:

- ✓ 10 Day Written Notice with GLWA Job Number - GLWA GEEP 2202 at Permits@glwater.org
- ✓ 3 Day Phone Call Notice at URAP Inspection Line [\(313\) 267-8958](tel:(313)267-8958)

For locations regarding water and sewer facilities owned and operated by communities other than Great Lakes Water Authority (GLWA), contact the local community/authority or private concern involved for updated information: **Detroit Water & Sewerage Department (DWSD)**

Our records indicate that you, Ms. Julie Jozwiak, can be reached at 313-600-3725. If this has changed, please update by email. One set of as-built prints, with dimensions from property lines and other permanent field identifiable objects locating water main, manholes, etc. shall be sent to: GLWA Field Services -URAP, North Administration Building – CSF, 6425 Huber Street, 1st Floor Room One, Detroit, MI 48211-1677

If you have questions regarding the above, please call (313) 267-3698 or email: Anupam.Kumar@glwater.org

Very Truly Yours,

**Anupam
Kumar**

Digitally signed by
Anupam Kumar
Date: 2022.07.26
09:09:51 -04'00'

Engineer, GLWA – URAP

AK/ak/Letters GLWA GEEP Jobs
cc: GLWA Conflict Reviews