			Property Act No.		
			File No		
			-subsection of the subsection	-	
	TER COMMISSIONERS OF THE	CITY OF DETROIT			
	CROACHMENT PERMIT:				
City of Detroit, a Randolph Street	plication is hereby made for an East a municipal corporation, acting the t, Detroit, Michigan 48226, and it porate created pursuant to Act 233	rough the Detroit Water and s agent Great Lakes Water A	Sewerage Departme	ent ("CITY"), whose addre	ess is 735
Ms. Julie Jozy	wiak, DTE Energy - Regional	Manager Corporate & Go	overnment Affairs	DTE- Detroit	
whose address i	is DTE Energy, 1 Energy Plaza, I	Detroit, MI 48226			
hereafter called	APPLICANT, to use an easement	under the jurisdiction of the C	ITY described and lo	cated at:	
North of Dix S	Street on Miller Road in the C	City of Detroit.			
Beginning: 42	2.2933056, -083.1428889 and	Ending: 42.2935278, -083	3.1431111		
for the purpose of	of 1) One (1) twelve inch (12") diameter sub-grade pipe	eline parallel, sol	ely for they conveyan	ce of
natural gas, lo	ocated at North of Dix Street	on Miller Road in the Cit	y of Detroit		
its successors a	ORE, upon payment by APPLICA and assigns, to use the above-de- e a part hereof. All work shall be d	scribed easement in accordan	ce with the approve	d plans and specifications	
LIABILITY					
liability, claims, costs and exper and assigns by rendering APPLI	all hold harmless the CITY and G suits, actions, or causes of actionse for actions which may be bro reason of the permission hereia ICANT liable for acts of negliger insurance coverage as indicated	n for damages and injuries or ught against the CITY and G n granted; provided, however ice by the CITY or GLWA or	r otherwise and sha LWA and their office r, that nothing conta their officers, emplo	Il assume the defense an ers, employees, agents, s ained herein may be con oyees or agents. APPLIC	d bear all uccessors istrued as ANT shall
INSURANCE REG	QUIREMENTS (as satisfied in the	e attached Certificate of Lial	bility Insurance)		
⊠ Contra	actor's Public Liability and Property	/ Damage Insurance			
⊠ Owner	r's Protective Insurance				
\$ 4,00	Liability (bodily and personal injui 0,000.00 each occurrence; \$_4,00 ince; and additional hazard covera	0,000.00 aggregate; automobi	ile liability Insurance		
⊠ For al	l policies: the CITY and GLWA s	hall be named as "additiona	al insureds"; reflect	ed as certificate holders	s; and
given	thirty (30) days' prior written r	notice if policies are modifie	d or terminated.		
ADDITIONAL CO	ONDITIONS				
Additional cond	ditions of this Permit are listed o	on the reverse and are numb	ered "Additional C	onditions" 1 through 11.	
In making application Permit.	ation for the foregoing Permit, AP	PLICANT acknowledges and a	agrees to abide with	the terms and conditions o	of this
STATE OF MICH	HIGAN)	By:	lic f	ight	,
COUNTY OF Subscribed and	sworn to before me this	day of August 2	nal Mgb (o	Pp +60vt. AHa nu 12NN	ens DTE-Defroit
Commission exp	DATE	NOTARY	PUBLIC	COUNTY	. 00
Insurance Cover	Preparation	Permit	P/L	Date	Challe
Acceptable	Fee Paid	Recommended	R/W	Date	
Date	Date	Gen. Supt.		Date Date	LYDIA M TANNIS

ADDITIONAL CONDITIONS

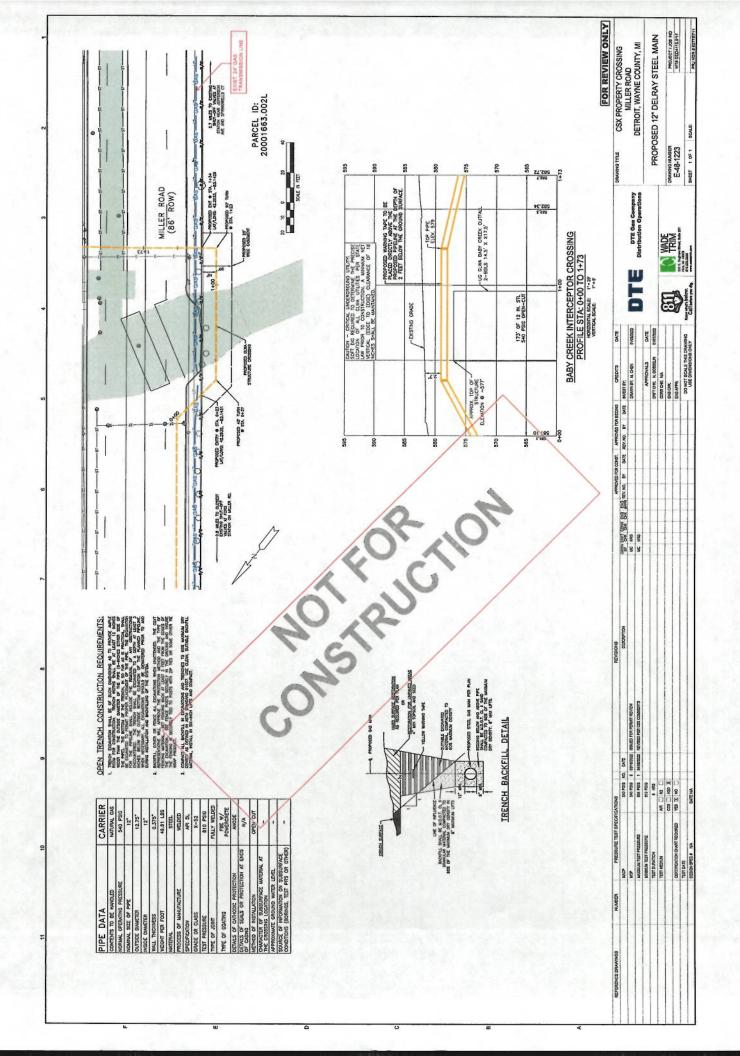
In making application for the Permit.	foregoing Permit, APPLIC	ANT acknowledges and a	agrees to abide	with the terms and c	onditions o	of this
STATE OF MICHIGAN)		By:	Mic	face		
) SS.	TITLE: Regio	nal Mg F	Corp + Gov	t. Alla	urs DTE-Defroit
COUNTY OF Subscribed and sworn to be	fore me this 200 d	ay of Hugust, 2	022			
Commission expires 2	12/2023	LOTA M.TA	NNAS	DAKHANI		^^
	DATE	NOTARY	PUBLIC	COUNTY		, (10)
Insurance Coverage	Preparation Fee Paid	Permit	P/L		Date	Chia XII
Acceptable	ree raid	Recommended	R/W		Date	1,000
Date	Date	Gen. Supt.			Date Date	LYDIA M TANNIS
						Notary Public – State of Michigan County of Washtenaw
THIS PERMIT is issued this	day of	, 20				My Commission Expires Feb 12, 2023 Acting in the County of
WITNESSES			OF DETROIT D OF WATER	COMMISSIONERS	1	reting in the county of Otoquatio
		BY: _				dilling.

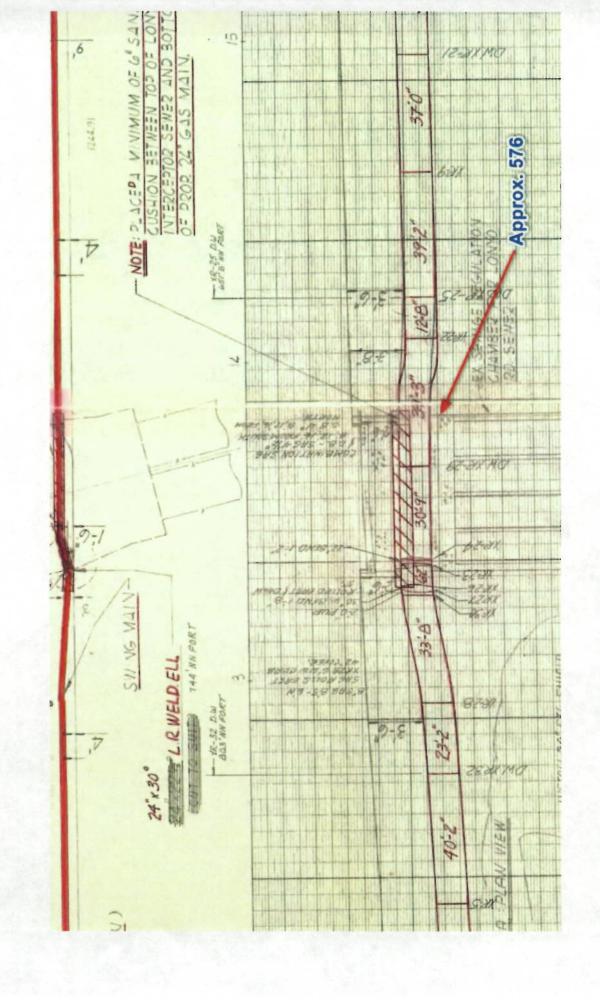
EASEMENT ENCROACHMENT PERMIT (Continued)

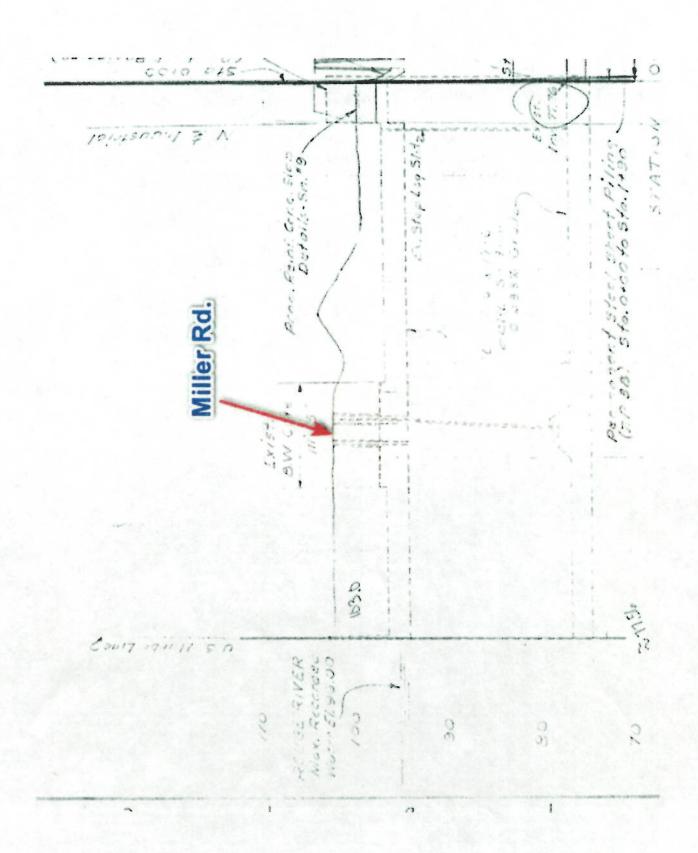
ADDITIONAL CONDITIONS: (Those marked X apply to this permit)

0	
⊗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.

- Discrete to the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD 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.









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DTE Energy Company One Energy Plaza, 400WCB					NAME: PHONE (A/C, No, Ext): (A/G, No):										
Detroit, MI 48226							E-MAIL ADDRESS:								
							INSURER(S) AFFORDING COVERAGE						NAIC#		
								INSURER A :Energy Insurance Services, Inc.							
	URED	rgy Company, DT	e el	actric Company F	TE C	-00		INSURER B:							
Co	mpany	and Subsidiary C	comp		ne G	as		INSURER C:							
		rgy Plaza, 400 WC	CB					INSURER D:							
1	Detroit, MI 48226							INSURER E :							
								INSURER F:							
CC	VER	AGES		CEF	RTIF	CATE	NUMBER:4LU3KHGQ				REVISION NU	MBER:			
C	NDICA ERTI XCLU	ATED. NOTWITH FICATE MAY BE	HST/	ANDING ANY RE SUED OR MAY	PERT POLI	REME AIN, CIES.	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY I	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WIT	TH RESPE	CT TO	WHICH THIS	
INSF LTR	3	TYPE OF IN	NSUR	ANCE	ADDL SUBI	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	X	COMMERCIAL GE	NER/	AL LIABILITY			P005-170216		08/01/2017	08/01/2027	EACH OCCURRENCE \$			2,000,000	
1		X CLAIMS-MAD	E	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$	INCLUDED	
			88								MED EXP (Any one	e person)	\$	INCLUDED	
		15000000			X						PERSONAL & ADV	INJURY	\$	INCLUDED	
	GEN	LAGGREGATE LIM		PPLIES PER:							GENERAL AGGRE	GATE	\$	4,000,000	
l	X	POLICY PR	O _C T	LOC							PRODUCTS - CON	IP/OP AGG	\$	4,000,000	
		OTHER:		· · · · · · · · · · · · · · · · · · ·									\$	-	
	AUT	OMOBILE LIABILITY	Y								COMBINED SINGL (Ea accident)	E LIMIT	s		
		ANY AUTO									BODILY INJURY (P	er person)	\$		
		OWNED AUTOS ONLY		SCHEDULED AUTOS							BODILY INJURY (P	er accident)	\$		
Į .		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY							PROPERTY DAMA (Per accident)	GE	\$		
		, io roo one.		ALCIOU GIALI							(r or accident)		\$		
		UMBRELLA LIAB	T	OCCUR							EACH OCCURREN	ICE	s		
		EXCESS LIAB	Г	CLAIMS-MADE							AGGREGATE		s		
		DED RETE	NTIO	N S	1								\$		
		RKERS COMPENSA									PER STATUTE	OTH- ER			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. EACH ACCIDE		\$			
				N/A						E.L. DISEASE - EA		-			
				ONS below						(ETERNI	E.L. DISEASE - PO		\$		
													\$		
													\$ \$ \$		
Re:	Ease	ion of operation ment Encroachm g Workers' Comp	nent	Permit to install	a 12"	gas n	101, Additional Remarks Sched nain, North of Dix Street on contract.	ule, may b Miller Ro	e attached if more	e space Is require Proit, MI. Certifi	ed) icate Holder is in	cluded as	Additio	nal Insured	
CE	CERTIFICATE HOLDER						CANCELLATION								
			-					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELL THE EXPIRATION DATE THEREOF, NOTICE WILL BE DEL ACCORDANCE WITH THE POLICY PROVISIONS.							
Attr 735	Great Lakes Water Authority Attn: Mr. Syed Ali, PE Permits Manager (DWSD) 735 Randolph Street, Room 104 Detroit, MI 48226					AUTHORIZED REPRESENTATIVE Mey Ogle									



IIRAP

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 they 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.



URAP
Utility Review and Permits
A Field Services Department

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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 <u>directly over or near our facilities</u>. 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



URAP
Utility Review and Permits
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Page 3 of 4

- 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.
- 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.
- 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.
- 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.
- 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.



URAP
Utility Review and Permits
A Field Services Department

Page 4 of 4

- 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

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