

**STORM WATER CONNECTION AGREEMENT**  
**FOR**  
**GORDIE HOWE INTERNATIONAL BRIDGE PROJECT**

THIS STORM WATER CONNECTION AGREEMENT FOR GORDIE HOWE INTERNATIONAL BRIDGE PROJECT (the “**Agreement**”) regarding the Gordie Howe International Bridge (“**GHIB**”) project is made and entered into this            day of           ,           , by and among: (i) the CITY OF DETROIT (the “**City**”), a Michigan public body corporate, whose address is 2 Woodward, Detroit, Michigan 48226, by and through the DETROIT DEPARTMENT OF PUBLIC WORKS (“**DPW**”), whose address is 2 Woodward, Detroit, Michigan 48226, and the DETROIT WATER AND SEWERAGE DEPARTMENT (“**DWSD**”), whose address is 735 Randolph, Detroit, Michigan 48226; (ii) the MICHIGAN DEPARTMENT OF TRANSPORTATION, whose address is 425 W. Ottawa Street, Lansing, Michigan 48909 (“**MDOT**”); and (iii) the GREAT LAKES WATER AUTHORITY, a municipal authority and public body corporate organized and existing under and pursuant to the provisions of Act No. 233, Public Acts of Michigan, 1995, as amended, whose address is 735 Randolph Street, Detroit, Michigan 48226 (“**Authority**”), for the purposes set forth in this Agreement.

**RECITALS**

- A. MDOT desires to assist the Windsor-Detroit Bridge Authority (“**WDBA**”) to develop, construct and operate a new international bridge crossing between Detroit, Michigan and Windsor, Ontario, Canada, the related port of entry, and the related interchange and interconnection with I-75 and surface streets (collectively, and as such be modified, expanded and replaced from time-to-time, the “**GHIB Project**”).
- B. The City and MDOT are parties to an Agreement – Transfers of Properties, Assets, Interests and Jurisdiction dated June 19, 2017 (“**Transfer Agreement**”) relating to the GHIB Project, and this Agreement is a “Storm Water Connection Agreement” contemplated by Article VII, Section E, of the Transfer Agreement.
- C. Exhibit J to the Transfer Agreement set forth the anticipated way in which the storm water drainage from a portion of the GHIB Project (“**GHIB POE Drainage Area**”) would be retained and subsequently discharged into the Detroit River. The boundaries of the GHIB POE Drainage Area are shown on the attached **Exhibit A** and **Exhibit E** (which depicts the applicable portion of the bridge).

- D. As permitted by the Transfer Agreement, the City and MDOT have agreed (and Authority has concurred with such agreement) to instead drain the storm water from the GHIB POE Drainage Area in the manner shown on the attached **Exhibit B**, which requires a connection and related storm water sewer line(s) and improvements (collectively, “**Required Connections**”) located between the GHIB POE Drainage Area boundaries and the existing DWSD combined sewer outfall B-42 (Schroeder) that discharges storm water into the Detroit River (“**DWSD Combined Sewer Outfall**”). The current DWSD Combined Sewer Outfall is depicted on **Exhibit B**. For the purposes of this Agreement, the DWSD Combined Sewer Outfall shall include any modifications or future expansion(s) or replacement(s) of such outfall consistent with the terms of this Agreement. The Required Connections shall connect to the DWSD Combined Sewer Outfall downstream of the CSO Regulator controlling flow through the B-42 (Schroeder) outfall.
- E. Authority has certain rights in and to the DWSD Combined Sewer Outfall by virtue of the terms and conditions of a certain Regional Sewage Disposal System Lease by and between the City and Authority dated June 12, 2015 (“**Regional Sewage Disposal System Lease**”).
- F. The initial improvements/work necessary to construct the Required Connections is more particularly described on **Exhibit C** attached hereto (“**Required Connections Work**”). As already provided in Article VII, Section E, of the Transfer Agreement, the Required Connections Work shall be at no cost to the City or Authority.
- G. The Required Connections will be located: (i) under Jefferson Avenue (a public right of way owned by the City); and (ii) under private real properties located south of Jefferson Avenue, all as depicted on **Exhibit B** attached to this Agreement.
- H. MDOT has identified and will be responsible to obtain the private real property rights required to construct, maintain, repair, replace and improve the Required Connections under private property located South of Jefferson Avenue.
- I. Pursuant to the Transfer Agreement, MDOT has temporarily accepted full jurisdictional control of the portion of Jefferson Avenue under which the Required Connections will be located more particularly described and/or depicted on **Exhibit D** attached to this Agreement (collectively, the “**Jefferson Avenue Segments**”).
- J. MDOT wishes to obtain and the City wishes to grant (and Authority concurs with such grants) to MDOT the perpetual right to: (i) construct, maintain, repair, replace, improve, and operate the Required Connections under the Jefferson Avenue Segments; and (ii) connect, drain and discharge storm water from the GHIB POE Drainage Area and the Required Connections into the existing DWSD Combined Sewer Outfall downstream of the CSO Regulator controlling flow through the B-42 (Schroeder) outfall.
- K. While the Jefferson Avenue Segments are under MDOT’s temporary jurisdiction, it is anticipated that MDOT will: (i) construct the Required Connections under the

Jefferson Avenue Segments; (ii) connect to the existing DWSD Combined Sewer Outfall; and (iii) begin draining discharge of storm water from the GHIB POE Drainage Area into the Required Connections and then into the existing DWSD Combined Sewer Outfall.

- L. Upon the return of the Jefferson Avenue Segments to the City’s jurisdiction, MDOT will be responsible for maintaining, repairing, improving and operating the Required Connections to the connection point of the DWSD Combined Sewer Outfall as provided in this Agreement.

## AGREEMENT

Accordingly, City, Authority and MDOT agree as follows:

- I. **Recitals**. The RECITALS above are hereby incorporated into the body of this Agreement.
- II. **Grant of Rights/Easements**. City grants to MDOT (and Authority concurs with such grants): (i) the perpetual right/easement, at no cost to MDOT or any occupant or user of the GHIB Project, to construct, maintain, repair, replace, improve, and operate the Required Connections (which shall be located below grade) on, over and under the Jefferson Avenue Segments; (ii) the perpetual right/easement, at no cost to MDOT or any occupant or user of the GHIB Project, to connect the GHIB POE Drainage Area and the Required Connections to the DWSD Combined Sewer Outfall (including, without limitation, the right to perform the Required Connections Work and any other work required to maintain, repair, replace or improve such connections); and (iii) the perpetual right/easement, at no cost to MDOT or any occupant or user of the GHIB Project (except for the drainage charge specifically described in Section V of this Agreement), to drain and discharge storm water from the GHIB POE Drainage Area and the Required Connections into the DWSD Combined Sewer Outfall. The rights granted to MDOT in this paragraph shall be collectively referred to herein as the “**Perpetual Connection and Drainage Rights**”). For the purposes of this Agreement, “storm water” means all water, including contaminants present in storm water runoff that are not removed in the storm water management system: (i) generated from rainfall, snowfall, snowmelt, natural flow of water, or similar events and (ii) discharged from the GHIB POE Drainage Area or the Required Connections into the DWSD Combined Sewer Outfall subject to the requirements of this Agreement (including, without limitation, Section IX (Compliance)). MDOT acknowledges and agrees that the storm water management system utilized by the GHIB Project shall include the following water quality control: the system shall be designed to remove 80% of total suspended solids from the first one (1) inch of runoff (first flush) of storm water from the GHIB Project flowing into the DWSD Combined Sewer Outfall. The Perpetual Connection and Drainage Rights shall include the right by MDOT to grant license(s) and/or lease(s) to guests, customers, tenants, contractors, agents, licensees, and/or permittees of MDOT to utilize the Perpetual Connection and Drainage Rights. Authority concurs with the grant of the Perpetual Connection and Drainage Rights described in this paragraph. The easement rights granted under this paragraph shall be deemed appurtenant to the GHIB POE Drainage Area.
- III. **Effective Date**. The Perpetual Connection and Drainage Rights are effective upon the date

of this Agreement. Upon the date that jurisdictional control of the Jefferson Avenue Segments is returned to the City, the rights and easements granted under this Agreement shall be deemed reserved by MDOT regardless of whether they are specifically reserved in any document transferring such jurisdictional control.

- IV. **Waiver and Release of Fees.** Except as specifically described in Section V of this Agreement, the City and Authority agree to waive all permitting and other charges and fees applicable to and/or related to: (i) the Perpetual Connection and Drainage Rights; and (ii) the obligations of City and Authority under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be deemed a waiver of fees and other charges that City may charge unrelated to: (i) the Perpetual Connection and Drainage Rights; or (ii) the obligations of City, and Authority under this Agreement. Subject to the foregoing waiver of fees, MDOT acknowledges and agrees that nothing in this Section IV (Waiver and Release of Fees) shall limit MDOT's obligations under this Agreement (e.g. MDOT's compliance obligations under Section IX (Compliance) of this Agreement).
- V. **Drainage Charge.** DWSD may charge drainage charges for the GHIB POE Drainage Area as provided in this paragraph. MDOT shall be required to pay ten percent (10%) of the full prevailing drainage charge rate as approved by the DWSD Board of Water Commissioners, annually, for storm water drainage from the GHIB POE Drainage Area (as more specifically described on **Exhibit E** attached to this Agreement). DWSD shall provide a 90% drainage charge credit to MDOT for the GHIB POE Drainage Area.
- VI. **Required Connections Work.** MDOT agrees to coordinate all Required Connections Work with the City, DPW, DWSD and Authority to minimize delays and impacts to use of Jefferson Avenue. The cost of the Required Connections Work shall be at no cost to the City or Authority.
- VII. **Damage to City or Authority Property.** The Required Connections Work shall be at no cost to the City or Authority. MDOT shall restore any City and Authority property disturbed as a result of such Required Connections Work, as near its original condition as practicable at no cost to the City or Authority. Further, any City or Authority property, or property of others, damaged or destroyed by MDOT's exercise of rights under this Agreement shall be promptly repaired or replaced by MDOT at no cost to, and to the reasonable satisfaction of the City or the Authority as the case may be. This provision shall not be construed to limit MDOT's remedies in law or equity against any party in the event of a breach by such party or in the event a party damages MDOT's or GHIB Project property or facilities.
- VIII. **Maintenance.** Until the Regional Sewage Disposal System Lease terminates or expires, Authority shall maintain all improvements comprising the DWSD Combined Sewer Outfall and perform all work and make all improvements and replacements to keep the same in a good, safe, functional and workmanlike condition, in compliance with Applicable Laws, and at a capacity sufficient to receive all storm water from the GHIB POE Drainage Area and the Required Connections (as contemplated by **Exhibits B and C**). MDOT agrees that the storm water management system utilized by the GHIB Project shall include the following peak flow controls: (i) the required connections will be designed to avoid any backflow (upstream) through the CSO Regulator controlling flow through the B-42

(Schroeder) outfall during a 100 year storm event with 25 year Detroit River levels; and (ii) the USPOE storm water management ponds will be designed to control a 100 year storm event (24 hour storm discharge with a 25 year Detroit River water level) from a HGL perspective with flood control based upon: (a) the current B-42 (Schroeder) outfall capacity; (b) the Required Connections; and (c) existing (as of the date of this Agreement) other connections into the combined sewer outfall system. Upon termination or expiration of the Regional Sewage Disposal System Lease, DWSD shall maintain all improvements comprising the DWSD Combined Sewer Outfall and perform all work and make all improvements and replacements to keep the same in a good, safe, functional and workmanlike condition, in compliance with Applicable Laws, and at a capacity sufficient to receive all storm water from the GHIB POE Drainage Area. MDOT shall maintain all improvements comprising of the Required Connections and perform all work and make all improvements and replacements to keep the same in a good, safe, functional and workmanlike condition, in compliance with Applicable Laws, and at the capacity sufficient to receive all storm water from the GHIB POE Drainage Area and the Required Connections (as contemplated by **Exhibits B and C**). Maintenance of the Required Connections includes reasonable efforts to prevent storm water from the GHIB POE Drainage Area from back flowing (upstream) through the CSO Regulator controlling flow through the B-42 (Schroeder) outfall.

- IX. **Compliance.** MDOT shall ensure that only storm water is conveyed through the Required Connections and shall be responsible for ensuring the storm water flow complies with all applicable federal, state, and local laws, rules, orders, ordinances, regulations, standards, or specifications, as may be amended from time to time (“**Applicable Laws**”). MDOT shall also ensure that the storm water conveyed through the Required Connections complies with rules reasonably established by the Authority and/or DWSD to keep the DWSD Combined Sewer Outfall and its discharge into the Detroit River in compliance with Applicable Laws.
- X. **Self Help.** If any party shall default in the performance of any covenant or agreement contained in this Agreement, and such default shall continue for thirty (30) days after receipt by the defaulting party(-ies) of written notice thereof given by affected party(-ies), its agent or attorney, then the affected party(-ies) may, in addition to all other remedies available to affected party(-ies) in law or in equity, (i) pay any sum reasonably necessary to cause any obligation of the defaulting party(-ies) under this Agreement to be performed, and recover the reasonable cost thereof, together with an administration fee of ten percent (10%), from the defaulting party(-ies) and/or (ii) sue for injunctive relief, specific performance, and/or damages as the case may be.
- XI. **No Interference.** The City and Authority will not (a) convey any other easement or rights in conflict with the Perpetual Connection and Drainage Rights or (b) interfere with the Perpetual Connection and Drainage Rights.
- XII. **Right to Create Separate Outfall.** The City (until the Regional Sewage Disposal System Lease terminates or expires, the Authority) retains the right to create one or more separate independent outfall(s) not connected in any manner to the Detroit Combined Sewer Outfall system and which would connect one or more of the Required Connections to the Detroit

River (“**Independent Outfalls**”). Upon completion of any Independent Outfall, City (Authority if it creates such outfall) may, at its sole expense, connect any of the Required Connections to such Independent Outfalls subject to the following: (i) City (Authority if it creates such outfall) shall be solely responsible and shall pay all expenses associated with connecting any Required Connections to any Independent Outfalls (including, without limitation, obtaining and paying the cost of all required permits); (ii) the connection to the Independent Outfalls will not require or result in a reduction of the conveyance of the storm water from the GHIB POE Drainage Area and the Required Connections or any unreasonable interruption in such conveyance; and (iii) neither MDOT’s nor any other occupant or user of the GHIB Project shall incur any costs or fees associated with the connection to the Independent Outfalls and/or the conveyance of storm water into the Independent Outfalls or the Detroit River (other than the drainage charges set forth in Section V). Upon connection of any Required Connections to any Independent Outfalls, the terms and conditions of this Agreement attributable to the DWSD Combined Sewer Outfall (and the conveyance of storm water into the same and the Detroit River associated therewith) shall be applicable to the modifications to the Required Connections and the Independent Outfalls (and the conveyance of storm water into such Independent Outfalls and the Detroit River associated therewith) (e.g. maintenance, compliance, waiver of fees, fees charged, no interference). The parties to this Agreement shall execute any amendment(s) to this Agreement and/or agreement(s) reasonably required to grant and allocate rights and responsibilities associated with the modifications to the Required Connections and the Independent Outfalls consistent with those established for the DWSD Combined Sewer Outfall under this Agreement.

XIII. **Notice.** MDOT shall notify City, DPW, DWSD and Authority, at least ten (10) business days prior to commencing the Required Connections Work. All notices to the parties under this Agreement will be directed to the following parties at the addresses provided herein:

To MDOT:

Michigan Department of Transportation  
Detroit TSC Manager  
Utilities and Permits Engineer  
Detroit TSC  
1060 West Fort Street  
Detroit, MI 48226

All notices to the City shall be sent to DPW and to DWSD.

To DPW:

City of Detroit Department of Public Works

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 611  
Detroit, Michigan 48226  
Attention: Ron Brundidge, Director

To DWSD:

Attn: Gary Brown  
Director of Detroit Water and Sewerage Department  
Water Board  
735 Randolph Street Building 1<sup>st</sup> Floor  
Detroit, Michigan 48226

To Authority:

Great Lakes Water Authority  
735 Randolph, Suite 1900  
Detroit, Michigan 48226  
Attention: Chief Executive Officer

With a copy to:

Great Lakes Water Authority  
735 Randolph, Suite 1900  
Detroit, Michigan 48226  
Attention: General Counsel

- XIV. **City/DWSD/Authority Work.** At least ten (10) days prior to performing any work that will affect the Required Connections or the DWSD Combined Sewer Outfall, City, DPW, DWSD and Authority will consult with MDOT and provide MDOT reasonable information regarding such work.
- XV. **Mutual Cooperation.** The Parties shall provide all cooperation needed to effectuate the terms of this Agreement.
- XVI. **Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. This Agreement shall be construed to give effect to its terms without any presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either party. Each party to this Agreement has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement.
- XVII. **No Special Relationship.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture or employer-employee or fiduciary relationship between or among any of the parties in their respective businesses or otherwise

or cause any of them to be considered partners, joint venturers, members of any joint or common enterprise, employer-employee, or fiduciaries.

- XVIII. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- XIX. **Waiver**. No failure of any party to exercise any right or power hereunder or to insist upon strict compliance by any other party with any terms, covenants, or conditions of this Agreement and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the right of any party to demand exact compliance with the terms of this Agreement.
- XX. **Jurisdiction, Venue and Jury Waiver**. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- XXI. **Amendment**. The terms and conditions of this Agreement shall not be amended in any manner except by a written instrument, duly executed by all the parties to this Agreement.
- XXII. **Transfer Taxes**. This Agreement is exempt from state and county transfer taxes pursuant to M.C.L. § 207.505(h)(i) and 207.526(h)(i).
- XXIII. **Ownership/Authority**: The City covenants with MDOT that the City is the lawful fee simple owner of the Jefferson Avenue Segments (which are temporarily under the jurisdictional control of MDOT) and the DWSD Combined Sewer Outfall, and has the right and authority, with concurrence of Authority, to grant the rights and easements described herein and that the person(s) signing this Agreement on behalf of the City, DPW and DWSD has/have full power and authority to bind the City. Authority covenants with MDOT that Authority has certain rights in and to the DWSD Combined Sewer Outfall by virtue of the terms and conditions of the Regional Sewage Disposal System Lease, and has the right and authority to concur with the City's grant of the rights and easements described herein and that the person(s) signing this Agreement on behalf of the Authority has full power and authority to bind the Authority.
- XXIV. **Miscellaneous**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. This Agreement, together with all schedules and exhibits attached hereto, reflects the entire agreement and understanding of the parties with respect to the matters set forth herein. If any party breaches any of its obligations under this Agreement, the affected party(-ies) shall be entitled to any remedy available at law or in equity, including specific performance. Notwithstanding the foregoing, in the case of an emergency where the breach may result in an immediate risk to human health and safety, the GHIB Project or the environment and breaching party(-ies) has not remedied the emergency within 24



hours of notification thereof, the non-breaching party(-ies) may take immediate corrective action at breaching party's(-ies') cost.

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**IN WITNESS WHEREOF**, the parties have executed this Storm Water Connection Agreement as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT, a Michigan public body corporation, by and through the City of Detroit Department of Public Works

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of the City of Detroit Department of Public Works, on behalf of the DPW.

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

[Signatures continue on following page]

CITY OF DETROIT, a Michigan public  
body corporation, by and through the Detroit  
Water and Sewerage Department

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan, on  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the  
\_\_\_\_\_ of the Detroit Water and Sewerage Department, on behalf of the  
DWSD.

\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

[Signatures continue on following page]

GREAT LAKES WATER AUTHORITY

By \_\_\_\_\_  
Printed Name Suzanne R. Coffey, P.E.  
Its Chief Executive Officer

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan, on  
\_\_\_\_\_, 2022, by Suzanne R. Coffey, P.E., as the Chief Executive Officer of the  
Great Lakes Water Authority, on behalf of the Authority.

\_\_\_\_\_  
Notary Public, State of Michigan, County of  
My commission expires:  
Acting in the County of

[Signatures continue on following page]

MICHIGAN DEPARTMENT OF  
TRANSPORTATION, a department of the  
State of Michigan

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan, on  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the  
\_\_\_\_\_ of the Michigan Department of Transportation, on behalf of the  
Department.

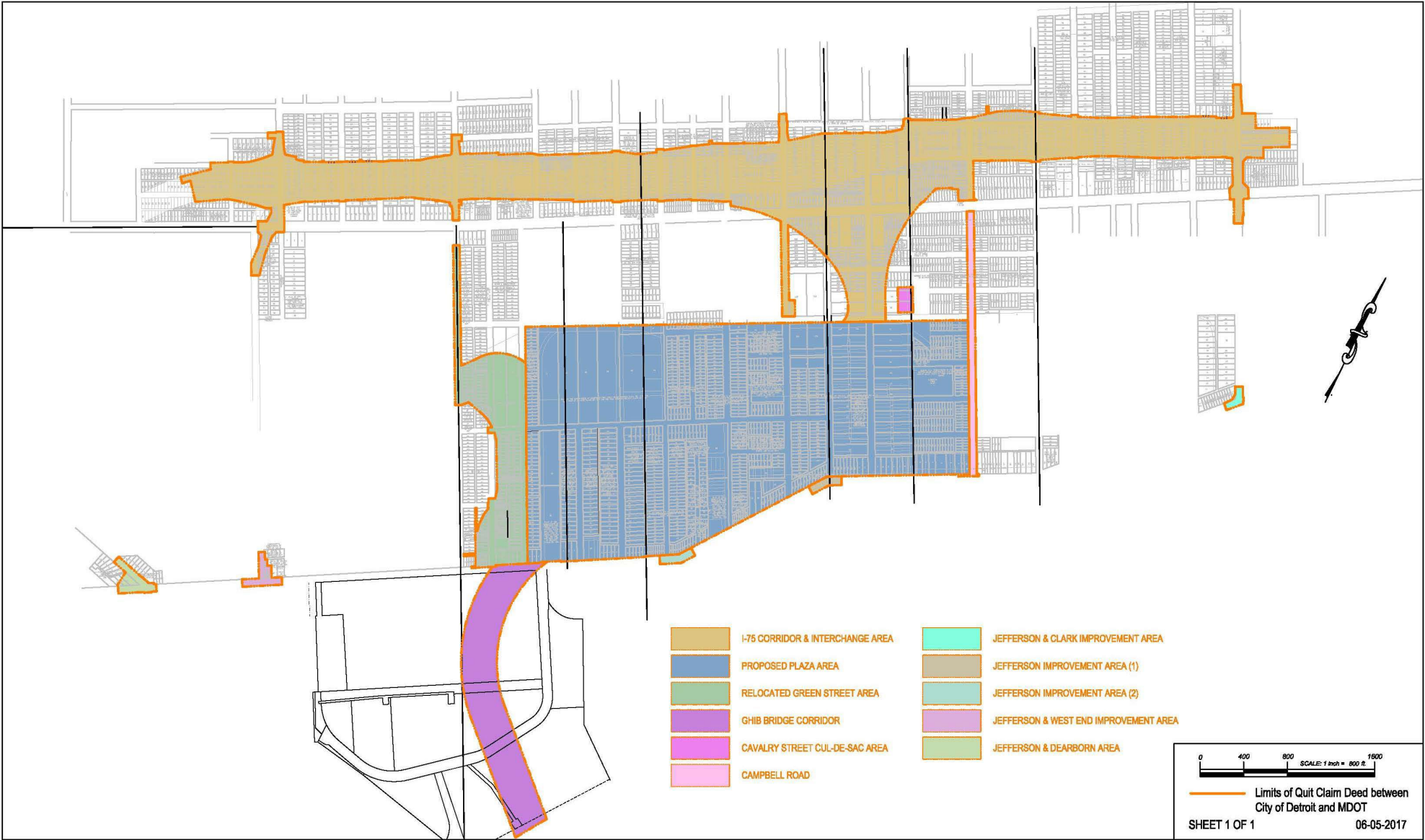
\_\_\_\_\_  
Notary Public, State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**This instrument was drafted by:**  
Mary A. Waddell, Esq.  
Michigan Dept. of Attorney General  
425 W. Ottawa Street  
P.O. Box 30050  
Lansing, MI 48909

**When recorded, return to:**  
Leah J. Brooks, Esq.  
Michigan Dept. of Attorney General  
425 W. Ottawa Street  
P.O. Box 30050  
Lansing, MI 48909

#19258235-28

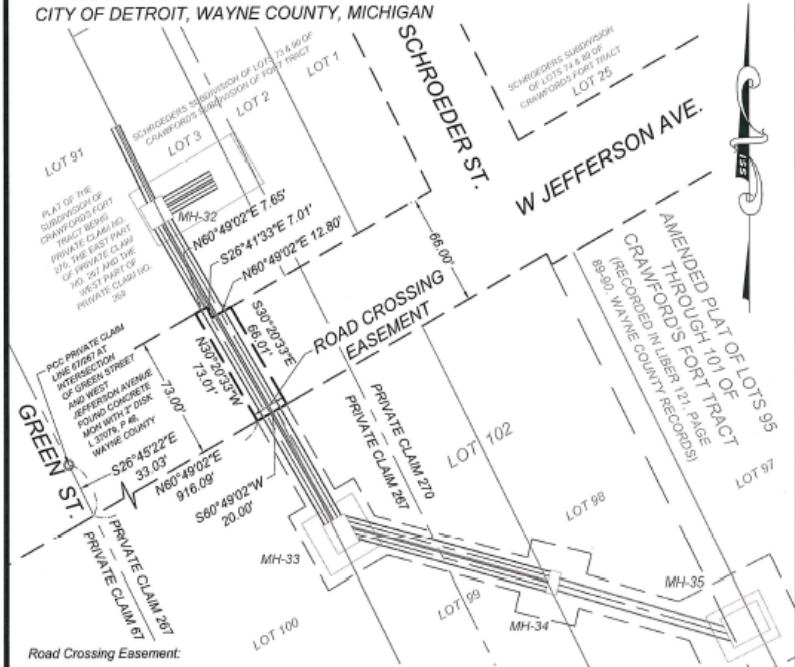
# EXHIBIT A GHIB Project Boundaries



**EXHIBIT B**

**Depiction of Required Connections and DWSD Combined Sewer Outfall**

PRIVATE CLAIMS 267, 268, AND 270  
 WILLIAM DWIGHT'S SUBDIVISION AND  
 CRAWFORD'S FORT TRACT AND AMENDED PLAT  
 OF PART OF LOTS 95 THROUGH 101, INCLUSIVE,  
 OF "CRAWFORD'S FORT TRACT"  
 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN



An easement over and across a strip of land in the Amended Plat of Part of Lots 95 Through 101, inclusive, of "Crawford's Fort Tract" Being Private Claim No. 270, The East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, City of Detroit, Wayne County, Michigan described as follows: To fix the point of beginning commence at a point on the line common to Private Claim 67 and Private Claim 267 at the intersection of Green Street and West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S.26°-45'-22"E., on said line common to Private Claim 67 and Private Claim 267, 33.03 feet to the Southerly Right of Way line of West Jefferson Avenue; thence N.60°-49'-02"E., on said Southerly Right of Way line, 916.09 feet to the point of beginning; thence N.30°-20'-33"W., 73.01 feet to the Northerly Right of Way line of West Jefferson Avenue (73.00 feet wide); thence N.60°-49'-02"E., on said Northerly Right of Way line, 7.65 feet; thence S.26°-41'-33"E., on said Northerly Right of Way line, 7.01 feet; thence N.60°-49'-02"E., on said Northerly Right of Way line of West Jefferson Avenue (66.00 feet wide), 12.80 feet; thence S.30°-20'-33"E., 66.01 feet to said Southerly Right of Way line; thence S.60°-49'-02"W., on said Southerly Right of way line, 20.00 feet to the point of beginning.

NOTE: The Southerly Right of Way line of West Jefferson Avenue was assumed as N.60°-49'-02"E.

*[Signature]*  
 Jeffrey D. Bartlett  
 Professional Surveyor No. 4001047943  
 Date: 3-16-22

○ - Found Survey Corner  
 ⊙ - Set Survey Corner  
 Sheet 4 of 6  
 0 30 60 120  
 SCALE: 1"=60' ±

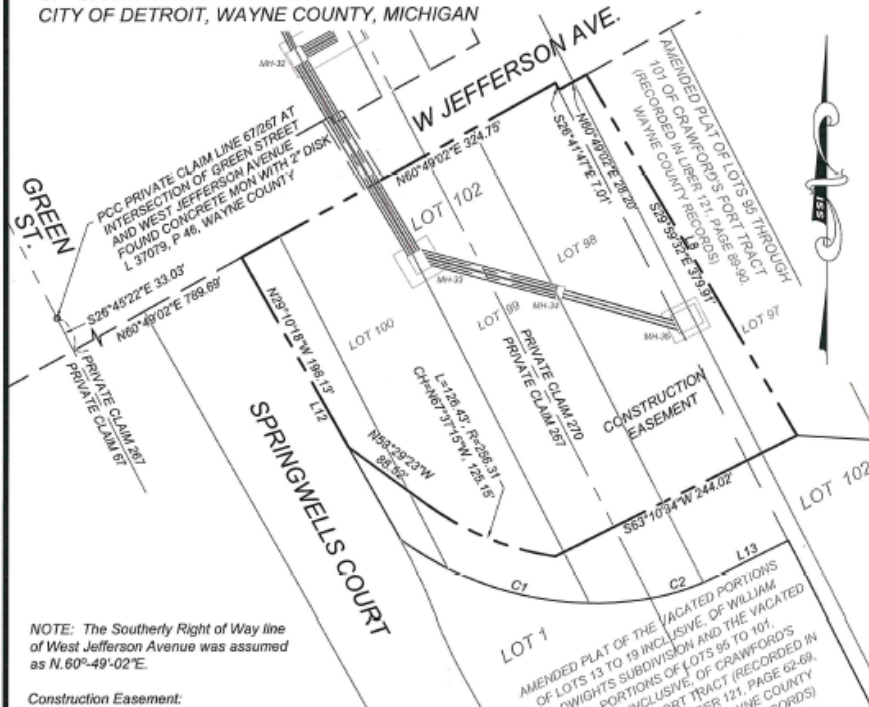


**SSI**  
**surveying solutions, inc.**  
 SURVEYING • ENGINEERING • CONSTRUCTION SERVICES  
 4471 M-61  
 Standish, Michigan 48658  
 tel 989-846-6601 fax 989-846-6607

SKETCH AND DESCRIBE	
WDBA 400 - 100 Ouellette Avenue Windsor, ON N9A 6T3	
Date:	March 16, 2022
Drawn By:	K. Morley
Approved By:	J. Bartlett
Project No.:	17630
Drawing No.:	A-12396



PRIVATE CLAIMS 267, 268, AND 270  
WILLIAM DWIGHT'S SUBDIVISION AND  
CRAWFORD'S FORT TRACT AND AMENDED PLAT  
OF PART OF LOTS 95 THROUGH 101, INCLUSIVE,  
OF "CRAWFORD'S FORT TRACT"  
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN



NOTE: The Southerly Right of Way line of West Jefferson Avenue was assumed as N.60°-49'-02"E.

Construction Easement:

An easement being in the Amended Plat of Part of Lots 95 Through 101, inclusive, of "Crawford's Fort Tract" Being Private Claim No. 270, The East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, City of Detroit, Wayne County, Michigan and described as follows: To fix the point of beginning commence at a point on the line common to Private Claim 67 and Private Claim 267 at the intersection of Green Street and West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S.26°-45'-22"E., on said line common to Private Claim 67 and Private Claim 267, 33.03 feet to the Southerly Right of Way line of West Jefferson Avenue; thence N.60°-49'-02"E., on said Southerly Right of Way line, 789.69 feet to the Easterly line of Springwells Court and the point of beginning; thence continuing N.60°-49'-02"E., on said Southerly line of West Jefferson Avenue (66.00 feet wide), 324.75 feet; thence S.26°-41'-47"E., 7.01 feet; thence N.60°-49'-02"E., on said Southerly line of West Jefferson Avenue (73.00 feet wide), 28.20 feet; thence S.29°-59'-32"E., 379.91 feet; thence S.63°-10'-34"W., 244.02 feet to a point on a 256.31 feet radius curve to the right, having a chord bearing and distance of N.67°-37'-15"W., 125.15 feet; thence along the arc of said curve, 126.43 feet; thence N.53°-29'-23"W., 88.52 feet to said Easterly line of Springwells Court; thence N.29°-10'-18"W., on said Easterly line of Springwells Court, 198.13 feet to the point of beginning.

  
Jeffrey D. Bartlett  
Professional Surveyor No. 4001047943

Date: 3-16-22

○ - Found Survey Corner  
● - Set Survey Corner  
Sheet 5 of 6



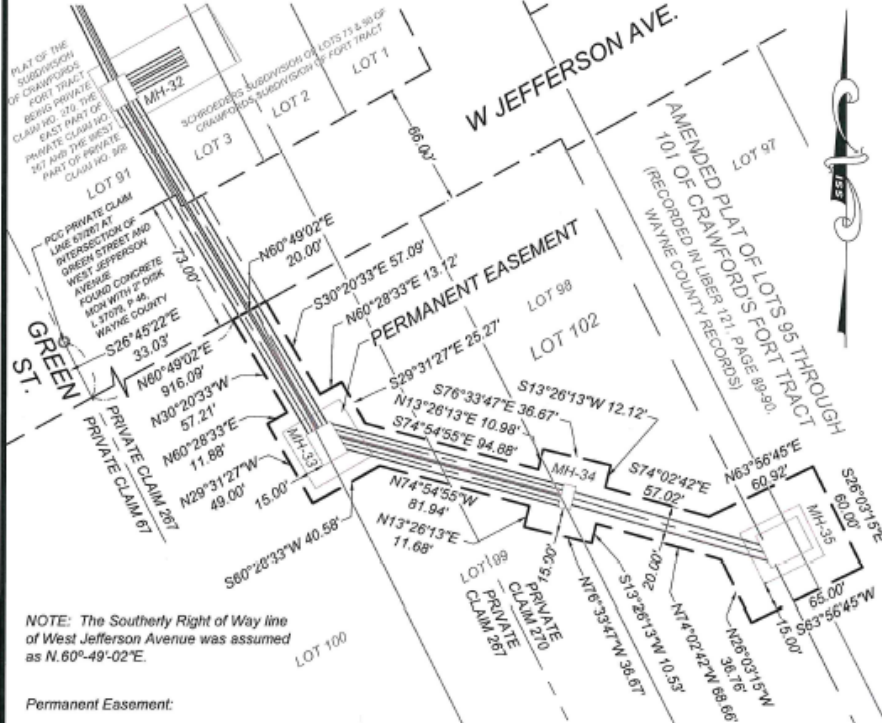
**SSI**  
surveying solutions, inc.  
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES  
4471 M-61  
Standish, Michigan 48658  
tel 989-846-6601 fax 989-846-6607

SKETCH AND DESCRIBE

WDBA  
400 - 100 Ouellette Avenue  
Windsor, ON N9A 6T3

Date: March 16, 2022  
Drawn By: K. Morley  
Approved By: J. Bartlett  
Project No.: 17630  
Drawing No.: A-12396

PRIVATE CLAIMS 267, 268, AND 270  
 WILLIAM DWIGHT'S SUBDIVISION AND  
 CRAWFORD'S FORT TRACT AND AMENDED PLAT  
 OF PART OF LOTS 95 THROUGH 101, INCLUSIVE,  
 OF "CRAWFORD'S FORT TRACT"  
 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN



NOTE: The Southerly Right of Way line of West Jefferson Avenue was assumed as N.60°-49'-02"E.

Permanent Easement:

An easement over and across a parcel of land in the Amended Plat of Part of Lots 95 Through 101, inclusive, of "Crawford's Fort Tract" Being Private Claim No. 270, The East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, City of Detroit, Wayne County, Michigan described as follows: To fix the point of beginning commence at a point on the line common to Private Claim 67 and Private Claim 267 at the intersection of Green Street and West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S.26°-45'-22"E., on said line common to Private Claim 67 and Private Claim 267, 33.03 feet to the Southerly Right of Way line of West Jefferson Avenue; thence N.60°-49'-02"E., on said Southerly Right of Way line, 916.09 feet to the point of beginning; thence continuing N.60°-49'-02"E., on said Southerly Right of Way line of West Jefferson Avenue, 20.00 feet; thence S.30°-20'-33"E., 57.09 feet; thence N.60°-28'-33"E., 13.12 feet; thence S.29°-31'-27"E., 25.27 feet; thence S.74°-54'-55"E., 94.88 feet; thence N.13°-26'-13"E., 10.98 feet; thence S.76°-33'-47"E., 36.67 feet; thence S.13°-26'-13"W., 12.12 feet; thence S.74°-02'-42"E., 57.02 feet; thence N.63°-56'-45"E., 60.92 feet; thence S.26°-03'-15"E., 60.00 feet; thence S.63°-56'-45"W., 65.00 feet; thence N.26°-03'-15"W., 36.76 feet; thence N.74°-02'-42"W., 68.66 feet; thence S.13°-26'-13"W., 10.53 feet; thence N.76°-33'-47"W., 36.67 feet; thence N.13°-26'-13"E., 11.68 feet; thence N.74°-54'-55"W., 81.94 feet; thence S.60°-28'-33"W., 40.58 feet; thence N.29°-31'-27"W., 49.00 feet; thence N.60°-28'-33"E., 11.88 feet; thence N.30°-20'-33"W., 57.21 feet to the point of beginning.

  
 Jeffrey D. Bartlett  
 Professional Surveyor No. 4001047943

Date: 3-16-22

○ - Found Survey Corner  
 ● - Set Survey Corner  
 Sheet 6 of 6

0 30 60 120  
 SCALE: 1 inch = 60 feet



**SSI**  
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 SURVEYING • ENGINEERING • CONSTRUCTION SERVICES  
 4471 M-61  
 Standish, Michigan 48858  
 tel 989-846-6601 fax 989-846-6607

SKETCH AND DESCRIBE

WDBA  
 400 - 100 Ouellette Avenue  
 Windsor, ON N9A 6T3

Date: March 16, 2022  
 Drawn By: K. Morley  
 Approved By: J. Bartlett  
 Project No.: 17630  
 Drawing No.: A-12396





## **EXHIBIT C**

### **Description of Required Connections Work**







## EXHIBIT D

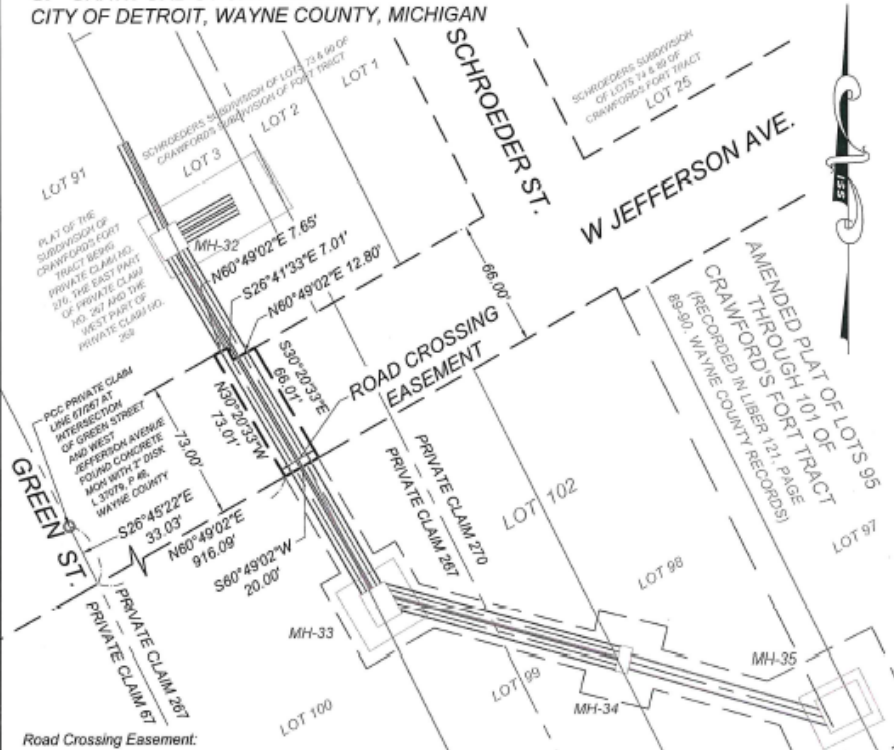
### Description/depiction of Jefferson Avenue Segments

#### Road Crossing Easement:

An easement over and across a strip of land in the Amended Plat of Part of Lots 95 Through 101, inclusive, of "Crawford's Fort Tract" Being Private Claim No. 270, The East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, City of Detroit, Wayne County, Michigan described as follows: To fix the point of beginning commence at a point on the line common to Private Claim 67 and Private Claim 267 at the intersection of Green Street and West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S.26°-45'-22"E., on said line common to Private Claim 67 and Private Claim 267, 33.03 feet to the Southerly Right of Way line of West Jefferson Avenue; thence N.60°-49'-02"E., on said Southerly Right of Way line, 916.09 feet to the point of beginning; thence N.30°-20'-33"W., 73.01 feet to the Northerly Right of Way line of West Jefferson Avenue (73.00 feet wide); thence N.60°-49'-02"E., on said Northerly Right of Way line, 7.65 feet; thence S.26°-41'-33"E., on said Northerly Right of Way line, 7.01 feet; thence N.60°-49'-02"E., on said Northerly Right of Way line of West Jefferson Avenue (66.00 feet wide), 12.80 feet; thence S.30°-20'-33"E., 66.01 feet to said Southerly Right of Way line; thence S.60°-49'-02"W., on said Southerly Right of way line, 20.00 feet to the point of beginning.



PRIVATE CLAIMS 267, 268, AND 270  
 WILLIAM DWIGHT'S SUBDIVISION AND  
 CRAWFORD'S FORT TRACT AND AMENDED PLAT  
 OF PART OF LOTS 95 THROUGH 101, INCLUSIVE,  
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 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN



Road Crossing Easement:

An easement over and across a strip of land in the Amended Plat of Part of Lots 95 Through 101, inclusive, of "Crawford's Fort Tract" Being Private Claim No. 270, The East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, City of Detroit, Wayne County, Michigan described as follows: To fix the point of beginning commence at a point on the line common to Private Claim 67 and Private Claim 267 at the intersection of Green Street and West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S.26°-45'-22"E., on said line common to Private Claim 67 and Private Claim 267, 33.03 feet to the Southerly Right of Way line of West Jefferson Avenue; thence N.60°-49'-02"E., on said Southerly Right of Way line, 916.09 feet to the point of beginning; thence N.30°-20'-33"W., 73.01 feet to the Northerly Right of Way line of West Jefferson Avenue (73.00 feet wide); thence N.60°-49'-02"E., on said Northerly Right of Way line, 7.65 feet; thence S.26°-41'-33"E., on said Northerly Right of Way line, 7.01 feet; thence N.60°-49'-02"E., on said Northerly Right of Way line of West Jefferson Avenue (66.00 feet wide), 12.80 feet; thence S.30°-20'-33"E., 66.01 feet to said Southerly Right of Way line; thence S.60°-49'-02"W., on said Southerly Right of way line, 20.00 feet to the point of beginning.

NOTE: The Southerly Right of Way line of West Jefferson Avenue was assumed as N.60°-49'-02"E.

  
 Jeffrey D. Bartlett  
 Professional Surveyor No. 4001047943

Date: 3-16-22

○ - Found Survey Corner  
 ⊙ - Set Survey Corner  
 Sheet 4 of 6

0 30 60 90 120 SCALE: 1 inch = 60 feet



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SKETCH AND DESCRIBE

WDBA  
 400 - 100 Ouellette Avenue  
 Windsor, ON N9A 6T3

Date: March 16, 2022  
 Drawn By: K. Morley  
 Approved By: J. Bartlett  
 Project No.: 17630  
 Drawing No.: A-12396

## **EXHIBIT E**

### Description of GHIB POE Drainage Area

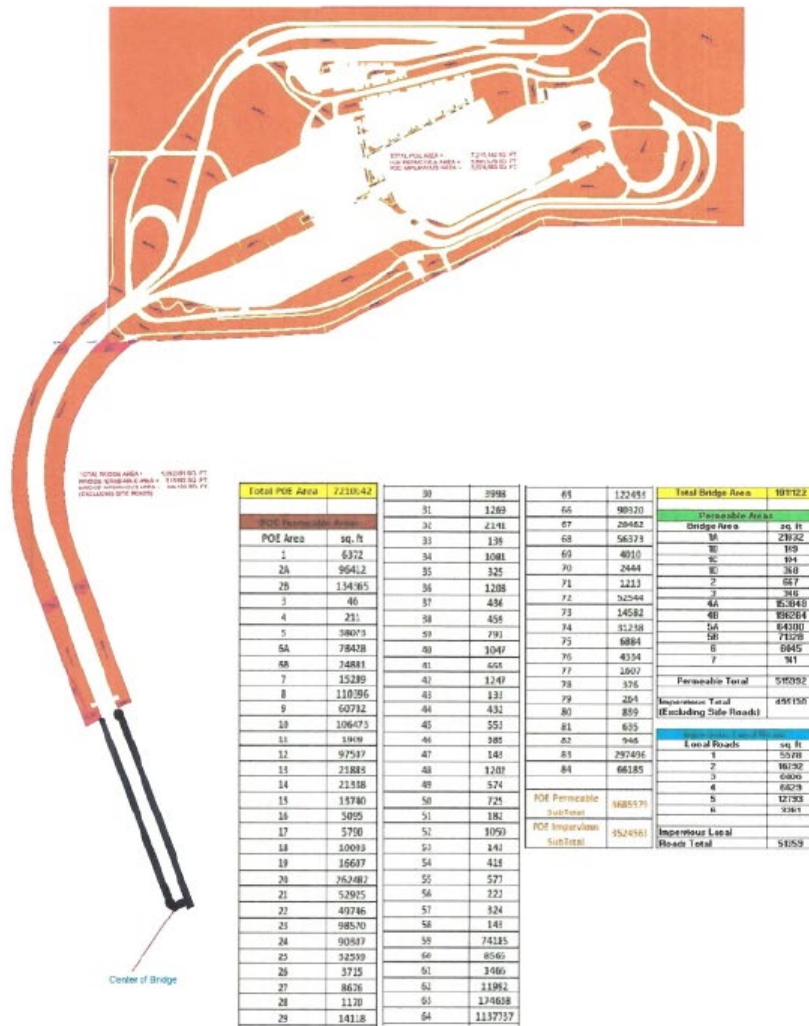
The GHIB POE Drainage Area contains 80.91283 acres of impervious surface and 84.60925 acres of pervious surface.



USPOE Impervious Areas

SSI JOB #: 18678

Date: 3-4-22



Draft as of 7/14/2022 10:27:16 AM



Total POE Area		7210142
Permeable Areas		
POE Area	sq. ft	
1	6372	
2A	96412	
2B	134365	
3	46	
4	211	
5	38073	
6A	78428	
6B	24881	
7	15289	
8	110396	
9	60702	
10	106473	
11	1909	
12	97507	
13	21883	
14	21338	
15	13740	
16	5095	
17	5790	
18	10003	
19	16607	
20	262482	
21	52925	
22	49746	
23	98570	
24	90307	
25	32559	
26	3715	
27	8676	
28	1170	
29	14118	
30	3998	
31	1269	
32	2141	
33	139	
34	1081	
35	325	
36	1208	
37	436	
38	459	
39	791	
40	1047	
41	655	
42	1247	
43	133	
44	432	
45	553	
46	385	
47	143	
48	1202	
49	574	
50	725	
51	182	
52	1050	
53	143	
54	419	
55	577	
56	222	
57	324	
58	143	
59	74185	
60	8565	
61	1466	
62	11992	
63	174638	
64	1137737	
65	122453	

SSI Job:	18678
Description:	Impervious Areas
Date:	3/4/2022

Total Bridge Area		1011122
Permeable Areas		
Bridge Area	sq. ft	
1A	21832	
1B	149	
1C	104	
1D	368	
2	667	
3	346	
4A	153848	
4B	196264	
5A	64300	
5B	71328	
6	6645	
7	141	
Permeable Total	515992	
Impervious Total (Excluding Side Roads)	495130	

Impervious Local Roads		
Local Roads	sq. ft	
1	5578	
2	16292	
3	6806	
4	6629	
5	12793	
6	3261	
Impervious Local Roads Total	51359	

66	90320
67	20462
68	56373
69	4010
70	2444
71	1213
72	52544
73	14582
74	31238
75	6884
76	4334
77	1607
78	376
79	264
80	839
81	635
82	946
83	297496
84	66185
Permeable Total	3685579
Impervious Total	3524563