

**AGREEMENT AND GRANT OF EASEMENT
FOR STORM WATER DRAINAGE OUTLET PIPE**

THIS AGREEMENT AND GRANT OF EASEMENT FOR STORM WATER DRAINAGE OUTLET PIPE (“**Agreement**”) made and entered into this _____ day of _____ 2022 by and between the **CITY OF DETROIT, WATER AND SEWERAGE DEPARTMENT**, having offices at 735 Randolph Street, Detroit, Michigan 48226 (“**Grantor**”); **LAKESHORE DISTRIBUTION, LLC**, a Michigan limited liability company, having offices at 12225 Stephens, Warren, Michigan 48089 (“**Grantee**”); and **GREAT LAKES WATER AUTHORITY**, a Michigan municipal authority, having offices at 735 Randolph Street, Detroit, Michigan 48226 (“**Lessee**”). Grantor, Grantee, and Lessee shall be collectively referred to as the “Parties.”

RECITALS

A. Grantor is the fee simple owner of that certain parcel of land located on Freud Street in the City of Detroit, Michigan, commonly known as 11880 East Freud Street, with Parcel Identification Number(s) 21000070.002L (“**Grantor’s Land**”). Grantor’s Land is presently under lease to the Lessee, which operates the Conner Creek CSO Facility, a water treatment facility (“**Lessee’s Facilities**”).

B. Grantee desires an easement (“**Easement**”) for the purpose of constructing, operating, and maintaining a 36” underground storm water drainage outlet pipe to the Detroit River (“**Grantee’s Facilities**”), at Grantee’s expense, across Grantor’s Land as further described in the attached **Exhibit A** and depicted in the attached **Exhibit B** (the “**Easement Area**”).

C. Within the Easement Area there is a pre-existing 12” pipe (shown as “Ex. Pipe” on **Exhibit B**), a portion of which will be replaced by Grantee, to which Grantee’s Facilities will connect (“**Replacement Pipe**”). There is also a bioswale connected to the existing 12” pipe (“**Bioswale**”), to which Grantee’s Facilities will also be connected.

D. Grantor agrees to grant the Easement for the Easement Area to Grantee and Grantee's agents, employees, affiliates, contractors, and subcontractors (collectively, "**Grantee's Representatives**") in accordance with and subject to the terms and conditions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor conveys this Easement to the extent set forth herein, in accordance with and subject to the terms and conditions of:

1. **Easement.** Grantor does hereby grant, convey and confirm unto Grantee the Easement, for the purpose of Grantee and Grantee's Representatives constructing, operating and/or maintaining Grantee's Facilities within the Easement Area. Grantee's Facilities shall, at all times, be located underground and within the Easement Area and Grantee shall not construct any aboveground structures or facilities on Grantor's Land. Further, Grantee's Facilities shall be located at least 10 feet from any existing buildings, foundations, structures, fences, or walls, except that clearance from existing property line fences shall be allowed as shown in approved drawings. Grantee shall be solely responsible for all costs in connection with the construction, maintenance and operation of Grantee's Facilities and the Replacement Pipe.

2. **Compensation.** In exchange for the Easement, Grantee hereby agrees to pay Lessee the amount of Eighty-Thousand Dollar (\$80,000.00).

3. **Non-Interference.** Grantee shall at all times ensure that its use of this Easement (including its ingress and egress to the easement) does not interfere with (a) Grantor's and Lessee's current or future uses of Grantor's Land, including, but not limited to, the operation of the Conner Creek CSO Facility or (b) the existing infrastructure located on Grantor's Land, including, but not limited to, fences, underground utilities, electrical cabinets, foundations, buildings, or other structures. Grantee further agrees to modify Grantee's Facilities, as its own expense, should such modifications be necessary for Grantor or Lessee to comply with any current or future permits or regulations affecting the use of Grantor's Land, including but not limited to (w) National Pollution Discharge Elimination System permits, (x) regulations or permits issued by the State of Michigan, Department of Environment, Great Lakes & Energy ("EGLE"), (y) regulations or permits issued by the United States Environmental Protection Agency, and (z) regulations or permits issued by Grantor or Lessee.

4. **Environmental.**

a. Grantor's Land is considered a "facility" under Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101, et seq, ("Part 201") due to the presence of hazardous substances from past releases. Grantor's Land is also subject to the Notice of Approved Remediation ("Remediation Notice") attached hereto as **Exhibit C**. A general description of the releases on Grantor's Land is provided in the Remediation Notice. Grantor is making these disclosures pursuant to MCL 324.20116, the sufficiency of which Grantee acknowledges.

b. Prior to its use of this Easement, Grantee shall obtain all permits and/or authorizations required by Grantor, EGLE or other applicable regulatory bodies in connection with Grantee discharging its storm water directly into surface waters, including without limitation, any required "National Pollutant Discharge Elimination System ("NPDES") discharge permit including any industrial storm water, or construction-related stormwater permit, by EGLE and/or any "No Exposure Certification" ("NEC") that Grantee may submit to EGLE in lieu of an industrial stormwater discharge permit. At all times, Grantee shall maintain and comply with such required permits and/or authorizations and shall comply with all applicable Federal, state, and local laws and/or regulations in connection with its discharge of storm waters. Without limiting the generality of the foregoing, Grantee shall construct and operate Grantee's Facilities in a manner that prevents the infiltration of contaminated groundwater and other discharge of other hazardous substances into Grantee's Facilities. Upon Grantor or Lessee's request, Grantee shall provide any permit Grantee is required to obtain, any NEC (including each renewal certification) Grantee submits to EGLE, and any written reports detailing the monitoring, sampling, and assessment of Grantee's storm water discharge. Grantee shall immediately notify Grantor and Lessee of any violations of Grantee's permits, NEC, or other authorizations, along with an explanation of Grantee's corrective action(s) for the same.

c. In exercising its rights under the Easement, Grantee will prevent the release of hazardous substances and exacerbation of the existing contamination, and will at its cost properly characterize, manage, and dispose of any soils, groundwater, waste, or other materials excavated or generated in accordance with all applicable laws, including MCL 324.20120c.

d. Grantee shall exercise its rights under the Easement in full compliance with the Remediation Notice, including without limitation its construction and operation of Grantee's Facilities.

e. Grantee will be responsible for the cost of response activity or corrective action that is necessary to remediate any unpermitted release of hazardous substances or exacerbation of existing contamination arising from Grantee's use of the Easement, and Grantor will not be responsible for any costs or expenses incurred in the performance of such activity.

f. Grantee shall promptly notify Grantor if any of the following occurs as a result of activities performed by or for Grantee on Grantor's Land: (i) the discovery of contaminated soils and/or groundwater, waste, or other materials within or migrating from the Easement; (ii) a release of hazardous substances in or from the Easement; (iii) the exacerbation of existing contamination on the Grantor's Land; and (iv) the occurrence of any infiltration of contaminated groundwater or other discharge of any hazardous substance into Grantee's Facilities.

5. **Access.** Grantee shall enter and exit Grantor's Land using the existing driveway and shall comply with all posted traffic and parking control signs and directions. Grantee's vehicles shall be parked in the designated parking lot as directed by a designated representative of Lessee or a member of the on-site security force. Other than the foregoing, Grantee's access shall be limited at all times to the Easement Area, unless written consent to enter other portions of Grantor's Land is separately provided by Grantor and Lessee. Additionally, Grantee shall be required to obtain written consent from Lessee prior to entering upon any portion of the Easement Area that falls within the fencing for Lessee's Facilities.

6. **Vegetation.** Grantee shall obtain written approval from Grantor and Lessee prior to removing, trimming, or cutting any trees, bushes, or landscaping within the Easement Area. Grantee shall be responsible at its sole expense for any removal of vegetation required by Grantee's use of the Easement. Should Grantor and Lessee approve the removal of any trees, bushes, or landscaping, Grantee shall compensate Grantor or Lessee (as the payee is designated by Grantor and Lessee) for the reasonable costs of their replacement.

7. **Fencing.** If Grantee's use of this Easement requires the removal of any portion of the fencing for Lessee's Facilities ("Lessee's Fencing"), Grantee shall first provide Lessee with plans showing (a) the work to be performed by Grantee, (b) the portion of Lessee's Fencing to be removed during the work, (c) the temporary fencing that will be provided by Grantee to secure Lessee's Facilities during the work, and (d) the replacement fencing to be provided at the completion of the work. Grantee shall not commence any use that requires the removal of any portion of Lessee's Fencing without first obtaining written approval of such plans from Lessee. Grantee further agrees that it will provide all temporary fencing and replacement fencing at its sole expense.

8. **Grading.** Grantee shall not materially and permanently alter the grade within the Easement without prior written approval from Grantor and Lessee. The grade within the Easement may be altered during construction, subject to such approval, but will be restored once construction is completed.

9. **Insurance.** Grantee shall cause its contractors which perform any work within the Easement to maintain (a) commercial general liability insurance with broad form general liability coverage or its equivalent covering claims for personal injury, bodily injury, or property damage which are (i) in or on Grantor's Land and (ii) directly arising out of the performance of any work within the Easement, in no event less than \$2,000,000 for each occurrence combined single limit, and (b) worker's compensation insurance with coverage limits equal to state statutory limits and employer liability with minimum limits of \$500,000. Such insurance shall name Grantor and Lessee as an additional insured. A certificate of the insurance evidencing the insurance required hereby shall be delivered by Grantee to Grantor and Lessee promptly upon its issuance by the insurer.

10. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and

Lessee harmless from and against all claims and liabilities arising from Grantor's issuance of this Easement and/or Grantee's use of the Easement, including without limitation claims and liabilities: a) for injury to persons, property, or the environment; b) arising from Grantee's failure to comply with the terms of this Easement; or c) Grantor's loss of liability protection under any Administrative Order-on-Consent, in each case including without limitation, reasonable attorney's fees expended in defending against any such claims. Additionally, Grantee acknowledges that it shall be solely responsible for any and all potential consequences of its use of the Easement, including without limitation flooding or overflow, and shall be solely responsible for all restoration, maintenance and repairs of Grantee's Facilities and the Replacement Pipe. Grantee agrees that if any flooding or overflow occurs from the Bioswale during or after the construction of Grantee's Facilities, Grantee shall be fully responsible for said flooding or overflow, including any damages or costs incurred in connection with the same. This agreement does not prohibit Grantee from seeking indemnification or reimbursement of said damages and costs from the owner of the Bioswale. Grantee further agrees to make any repairs to Grantee's Facilities or the Replacement Pipe required by Grantor.

11. **Transfer Taxes.** This Easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

12. **Repair and Restoration.** Grantee shall re-grade, repair, and restore any portions of the Easement Area or Grantor's Land or Lessee's Facilities damaged by Grantee's use of the Easement. Grantee shall also repair or replace, at Grantee's sole expense, any actual damage located within the Easement Area, Grantor's Land or Lessee's Facilities, arising from Grantee's use of the Easement. Said repairs shall include, but are not limited to, repairing any damages to the Conner Creek shoreline (such as erosion from discharge from Grantee's Facilities) caused by Grantee's use of the Easement. Grantee shall perform any repairs within fourteen (14) days of Grantor providing notice of the damages. Grantee shall also perform an annual inspection of the Conner Creek shoreline to determine if any erosion has occurred as a result of discharge from Grantee's Facilities and repair any such damages found to the shoreline within fourteen (14) days of the inspection. The provisions of Paragraph 4 of this Easement, regarding Access, shall apply to said inspections.

13. **Prior Notice of Entry Required.** Grantee and/or Grantee's Representatives must provide Grantor and Lessee with prior written notice of their intent to enter upon the Easement Area seventy-two (72) hours before any such entry is to occur.

14. **Notice.** Any notice required or permitted to be given hereunder or by law shall be in writing, addressed to the Parties at the address(es) recited in this paragraph below and given by one of the following methods: (a) delivery in person; (b) by a reputable prepaid overnight courier (such as UPS or Federal Express); or (c) mailed by certified mail, postage prepaid. All notices, demands and requests shall be duly deemed given (i) when such notice is personally delivered, (ii) on the business day following the day such notice or other communication is sent by overnight courier, or (iii) the third business day following the day such notice or other communication is sent by certified mail. Either Party may

change its address by giving written notice thereof to the other Party in the manner provided in this paragraph.

GRANTOR	LESSEE
<p>City of Detroit Water & Sewerage Department Attn: Director and Deputy Director 735 Randolph Detroit, MI 38226</p> <p>With a copy to: Corporation Counsel, City of Detroit Law Department 2 Woodward Ave., Suite 500 Detroit, MI 48226</p>	<p>Great Lakes Water Authority Attn: Chief Executive Officer, General Counsel, Chief Operating Officer-Wastewater, Chief Operating Officer-Water and Field Services 735 Randolph, Suite 1900 Detroit, MI 48226</p>
GRANTEE	
<p>Lakeshore Distribution, LLC Attn: Kevin Kalczynski, Resident Agent 12225 Stephens Warren, MI 48089</p>	

15. **Hazardous Materials.** Grantee shall not use, generate, store, or dispose of any pesticides, herbicides, or Hazardous Materials (as defined below) on, under, about, or within Grantor’s Land in violation of any Environmental Laws (as defined below). As used herein, “Hazardous Materials” shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state or local governmental authorities having jurisdiction over all or any portion of Grantor’s Land. As used herein, “Environmental Laws” shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of Grantor’s Land that govern Hazardous Materials.

16. **Termination.** Grantor shall have the right to terminate this Easement if, at any time, Grantee’s use of the Easement interferes with Grantor or Lessee’s current or future uses of Grantor’s Land including, but not limited to, if regulators require Grantor or Lessee to expand or improve its facilities in such a manner that Grantee’s Facilities interfere with such an expansion or improvement, or if the operation of Grantee’s Facilities pose a risk

to the health, safety, or welfare of the public. Grantor shall exercise its right to terminate the Easement if requested to do so by Lessee. Upon receipt of written notice that Grantor is exercising its right to terminate the Easement, Grantee shall remove Grantee's Facilities within three (3) months, however, Grantor and Lessee shall meet with Grantee to discuss if acceptable alternatives for Grantee's Facilities are available. If either Grantor or Lessee determine, in their sole and absolute discretion, that no acceptable alternatives are available, and if Grantee fails to remove Grantee's Facilities within three (3) months of receipt of such notice, Grantor shall have the right to remove Grantee's Facilities and Grantee shall reimburse Grantor for all costs incurred in doing so. All provisions of this Easement shall continue to apply until such time as Grantee's Facilities are fully removed from Grantor's Land and Grantee's use of the Easement has ceased. Further, Grantee's obligation to indemnify Grantor and Lessee as set forth in paragraph 10 shall survive the termination of this Easement.

17. **Enforcement.** The Parties shall each have the right to enforce, by any proceeding at law or in equity, all of the covenants and conditions now or hereinafter imposed under the provisions of the Easement. Failure of any of the Parties to enforce any covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

19. **Binding Effect.** The easement, covenants and restrictions contained herein shall run with the land so described herein and binds and benefits the Parties' successors and assigns. This Easement may be amended, modified or terminated at any time by a writing mutually agreed to by each of the Parties.

20. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Parties and contains the entire agreement between the Parties with respect to the Easement and the other matters described herein.

[signatures on following pages]

IN WITNESS WHEREOF, Grantor, Grantee, and Lessee have each executed this Easement Agreement as of the day and year first above written.

GRANTOR:

City of Detroit, Water and Sewerage Department

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2022, by _____, the _____ of the City of Detroit, Water and Sewerage Department, on behalf of said municipal entity.

Notary Public, _____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

LESSEE:

GREAT LAKES WATER AUTHORITY,
a municipal authority

By: _____

Name: Suzanne Coffey

Its: Interim Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on ____ __, 2022, by Suzanne Coffey, the Interim Chief Executive Officer of the Great Lakes Water Authority, a municipal authority, on behalf of said municipal authority.

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

GRANTEE:

LAKESHORE DISTRIBUTION, LLC

By: [Signature]

Name: Ron PATM

Its: CFO

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me on May 20th, 2022, by Ron Patli, the CFO of Lakeshore Distribution, LLC, on behalf of said company.

Katelyn Alexandra Tinkler
Notary Public, Oakland County, Michigan
Acting in Macomb County, Michigan
My Commission Expires: 1/25/25

Prepared by and when recorded return to:
Randal M. Brown
735 Randolph, Suite 1900
Detroit, MI 48226
313-964-9068

KATELYN ALEXANDRA TINKLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires January 25, 2025
Acting in the County of Macomb



EXHIBIT A

GRANTOR'S LAND

Parcel ID: 21000070.002L

LEGAL DESCRIPTION:

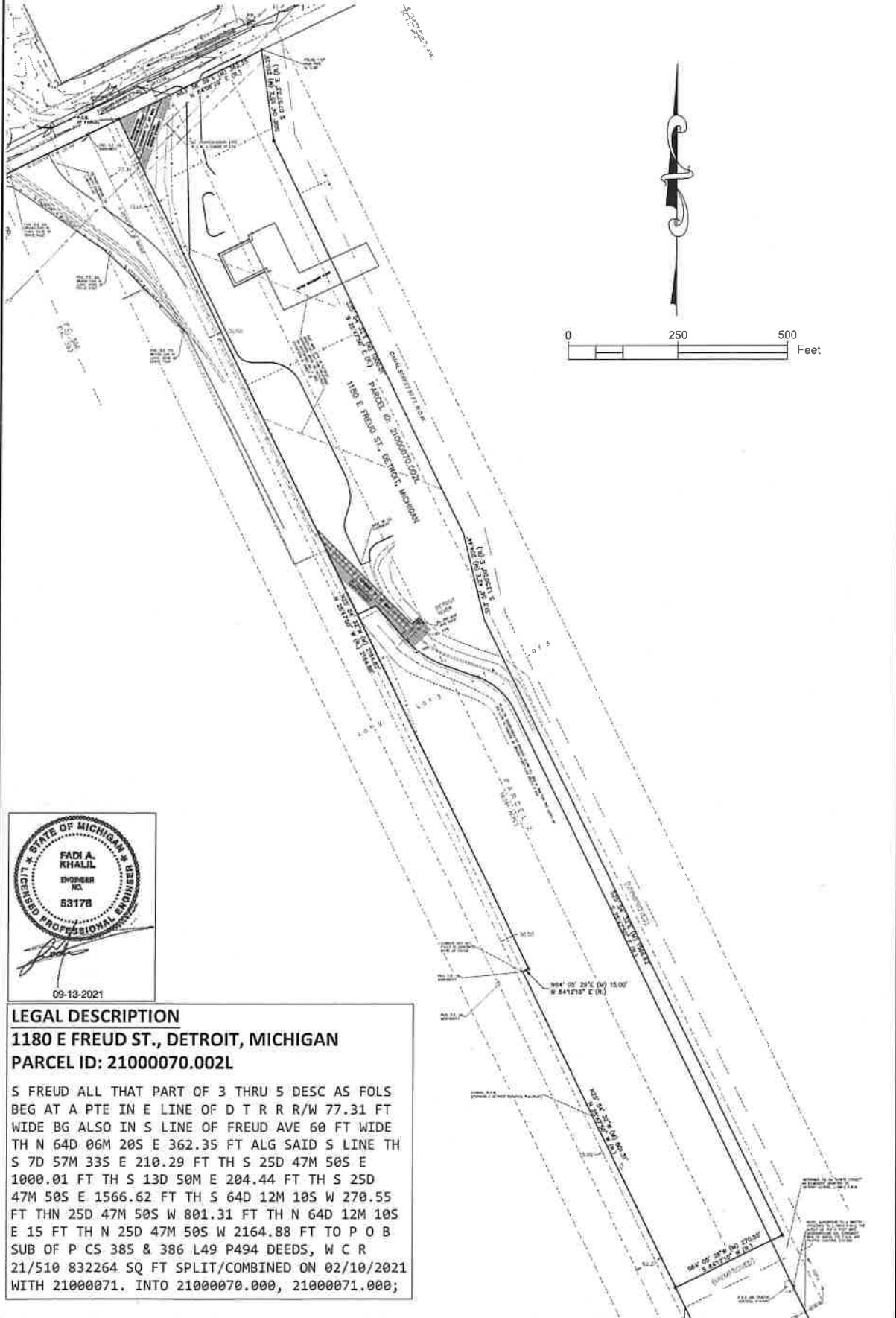
S FREUD ALL THAT PART OF 3 THRU 5 DESC AS FOLS BEG AT A PTE IN E LINE OF D T R R
R/W 77.31 FT WIDE BG ALSO IN S LINE OF FREUD AVE 60 FT WIDE TH N 64D 06M 20S E
362.35 FT ALG SAID S LINE TH S 7D 57M 33S E 210.29 FT TH S 25D 47M 50S E 1000 FT
TH S 13D 50M E 204.44 FT TH S 25D 47M 50S E 1566.61 FT TH S 64D 12M 10S W 270.55
FT TH N 25D 47M 50S W 801.30 FT TH N 64D 12M 10S E 15 FT TH N 25D 47M 50S W
2164.88 FT TO P O B SUB OF P CS 385 & 386 L49 P494 DEEDS, W C R 21/510 832264 SQ
FT SPLIT/COMBINED ON 02/10/2021 WITH 21000071. INTO 21000070.000, 21000071.000;

EXHIBIT B

EASEMENT DESCRIPTION



EXHIBIT "B" OVERALL PROPERTY PLAN



LEGAL DESCRIPTION
1180 E FREUD ST., DETROIT, MICHIGAN
PARCEL ID: 21000070.002L

S FREUD ALL THAT PART OF 3 THRU 5 DESC AS FOLS BEG AT A PTE IN E LINE OF D T R R/W 77.31 FT WIDE BG ALSO IN S LINE OF FREUD AVE 60 FT WIDE TH N 64D 06M 20S E 362.35 FT ALG SAID S LINE TH S 7D 57M 33S E 210.29 FT TH S 25D 47M 50S E 1000.01 FT TH S 13D 50M E 204.44 FT TH S 25D 47M 50S E 1566.62 FT TH S 64D 12M 10S W 270.55 FT THN 25D 47M 50S W 801.31 FT TH N 64D 12M 10S E 15 FT TH N 25D 47M 50S W 2164.88 FT TO P O B SUB OF P CS 385 & 386 L49 P494 DEEDS, W C R 21/510 832264 SQ FT SPLIT/COMBINED ON 02/10/2021 WITH 21000071. INTO 21000070.000, 21000071.000;

REVISIONS		
NO.	DATE	DESCRIPTION
A	09-13-2021	REVISED CONDITIONS
B	09-28-2021	REVISED CONDITIONS
C		
D		
E		
F		

OVERALL PROPERTY

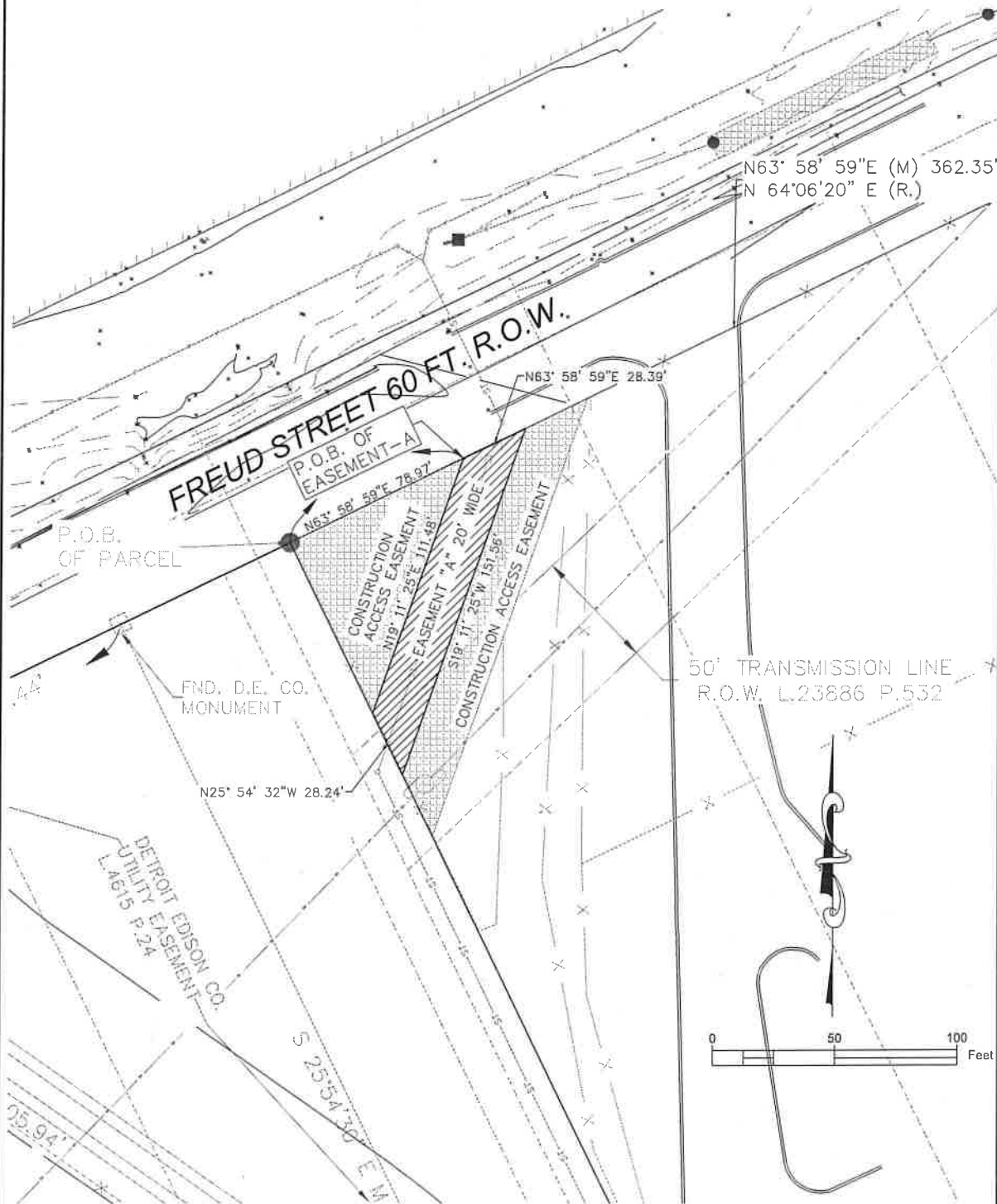
**11880 E FREUD STREET
DETROIT, MICHIGAN**

Proj. No. 2021-112	Scale: 1" = 250'	Drawn By: JKH
Date: 09/12/2021	Sheet No.: 1 OF 3	Checked By: JKH

Angle Design & Engineering

22417 Cranbrook Drive, Novi, Michigan 48375
 Phone: (313) 258-3836 Email: Fadi@AngleDesignLLC.com
 Website: WWW.ANGLEDESIGNLLC.COM

EXHIBIT "B"
EASEMENT "A" (NORTH EASEMENT)



**LEGAL DESCRIPTION
EASEMENT A**

PART OF SAID PARCEL 21000070.002L, MORE PARTICULARLY COMMENCING AT A POINT IN E LINE OF D T R R R/W 77.31 FT WIDE COMMENCING ALSO IN S LINE OF FREUD AVE 60 FT WIDE THENCE N. 63°58'59" E., 78.97 FEET TO THE POINT OF BEGINNING OF EASEMENT A; THENCE N. 63°58'59" E., 28.39 FEET; THENCE S. 19°11'25" W., 151.56 FEET; THENCE N. 25°54'32" W., 28.24 FEET; THENCE N. 19°11'25" E., 111.48 FEET TO THE POINT OF BEGINNING OF EASEMENT A. CONTAINING 2630.40 SQ.FT. (0.06 ACRES).



09-13-2021

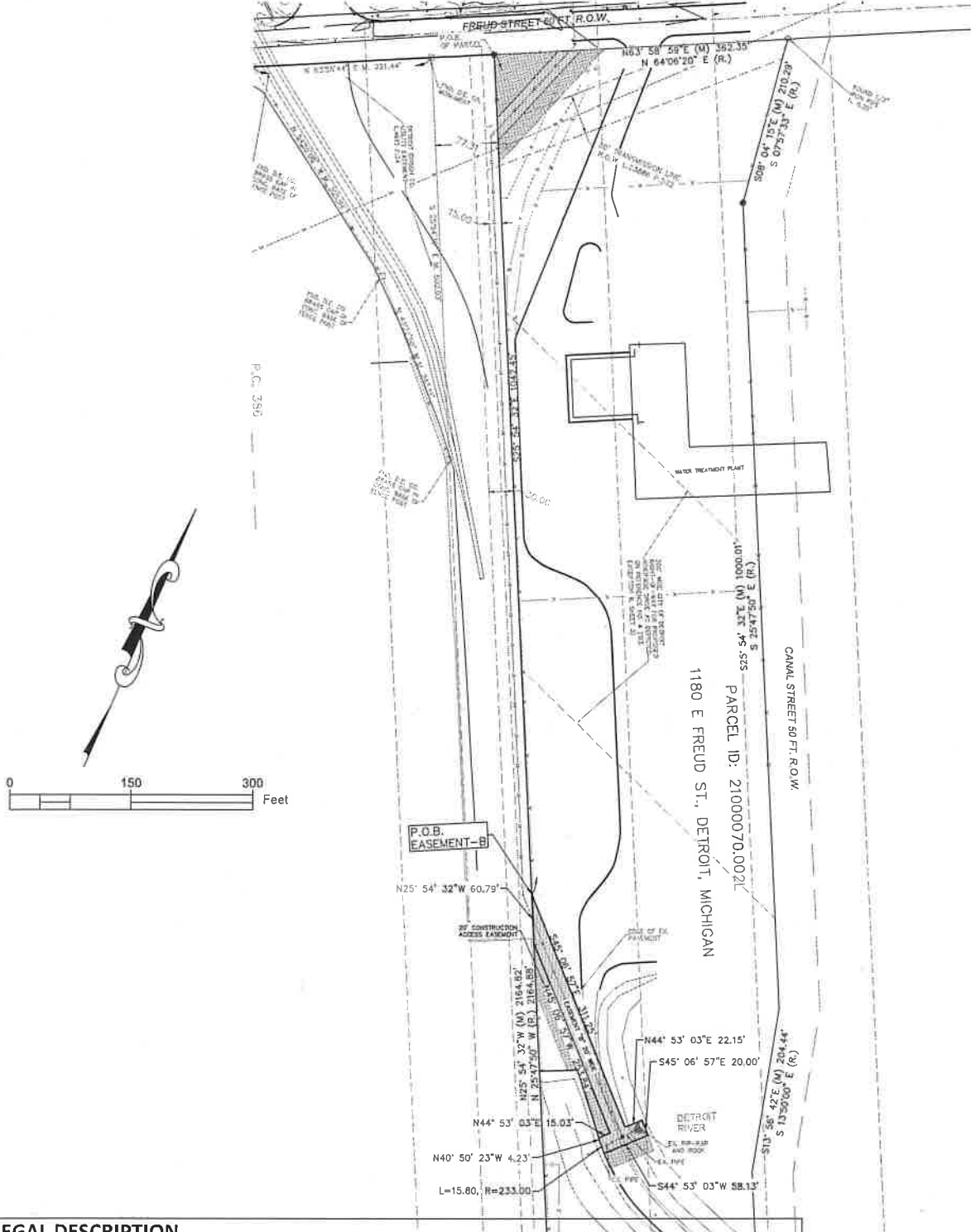
REVISIONS	
NO.	DATE DESCRIPTION
A.	03-17-2022 REVISED EASEMENTS
B.	04-28-2022 REVISED EASEMENTS
C.	
D.	
E.	

EASEMENT A

11880 E FREUD STREET
DETROIT, MICHIGAN
Proj. No. 2021-112 Scale: 1"=50' Drawn By: MK
Date: 09/12/2021 Sheet No.: 2 OF 3

Angle Design & Engineering
22417 Cranbrook Drive, Novi, Michigan, 48375
Phone: (313) 358-2030 Email: Fadi@angle-design.com
Website: WWW.ANGLEDISIGN.LLC.COM

EXHIBIT "B" EASEMENT "B" (SOUTH EASEMENT)



LEGAL DESCRIPTION

EASEMENT B

PART OF SAID PARCEL 21000070.002L, MORE PARTICULARLY COMMENCING AT A POINT IN E LINE OF D T R R/W 77.31 FT WIDE COMMENCING ALSO IN S LINE OF FREUD AVE 60 FT WIDE THENCE S. 25°54'32" E., 1042.45 FEET TO THE POINT OF BEGINNING OF EASEMENT B; THENCE S. 45°06'57" E., 311.25 FEET; THENCE N. 44°53'03" E., 22.15 FEET; THENCE S. 45°06'57" E., 20.00 FEET; S. 44°53'03" W., 58.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO NORTHWEST THENCE NORTHWESTERLY 15.80 FEET ALONG SAID CURVE HAVING A RADIUS OF 223.00 FEET AND A CHORD BEARING N. 42°46'57" W., 15.79 FEET; THENCE N. 40°50'23" W., 4.23 FEET; THENCE N. 44°53'03" E., 15.03 FEET; THENCE N. 45°06'57" W., 253.84 FEET; THENCE N. 25°54'32" W., 60.79 FEET TO THE POINT OF BEGINNING OF EASEMENT B. CONTAINING 6776.9 SQ.FT. (0.15 ACRES).



REVISIONS		
NO.	DATE	DESCRIPTION
A	03-11-2021	REVISED EASEMENTS
B	04-28-2022	REVISED EASEMENTS
C		
D		
E		
F		

EASEMENT B

**11880 E FREUD STREET
DETROIT, MICHIGAN**

Proj. No. 2021-112	Scale: 1"=150'	Drawn By: MLC
Date: 09/12/2021	Sheet No.: 3 OF 3	Assumed By: FW

Angle Design & Engineering

23417 Cranbourne Drive, Novi, Michigan, 48375
Phone: (313) 558-8336 Email: Fadi@angledesignllc.com
Website: WWW.ANGLEDDESIGNLLC.COM