
EASEMENT

For good and valuable consideration, which is less than \$100.00, exempt under MCL 207.526(a) and MCL 207.505(a), receipt of which is hereby acknowledged

City of Detroit, Water and Sewerage Department
735 Randolph
Detroit, MI 48226

(Grantor), with the approval of Great Lakes Water Authority, a Michigan municipal authority (Lessee), with its principal office at 735 Randolph, Suite 1900, Detroit, MI 48226, hereby grants to DTE Gas Company, a Michigan Corporation (Grantee), with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove one (1) pipeline for the transportation of gas, oil or other substances which can be transported through a pipeline, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, "Grantee's Facilities"), over and through the following described real estate in the City of Detroit, Wayne County, State of Michigan, to wit:

REAL ESTATE DESCRIPTION: SEE EXHIBIT A

EASEMENT DESCRIPTION: SEE EXHIBIT A

THE PARTIES FURTHER AGREE THAT:

Non-Interference: Grantee acknowledges that Grantor and Lessee operate existing facilities within the above-described easement ("GLWA/DWSD Facilities"), including but not limited to water mains, hydrants, manhole structures, and storm and sewer lines. Grantee shall at all times ensure that its use of this easement does not interfere with or prevent the operation or maintenance of the GLWA/DWSD Facilities or cause any damage to the GLWA/DWSD Facilities. Grantor and Lessee reserve the right to reconstruct, repair, modify, improve, or replace the GLWA/DWSD Facilities in their sole discretion, and all provisions of this easement with respect to the GLWA/DWSD Facilities shall continue to apply to any reconstructed, repaired, modified, improved, or replaced versions of the GLWA/DWSD Facilities. Grantee further agrees to modify Grantee's Facilities, as its own expense, should such modification be necessary for Grantor or Lessee to continue to make use of any of the GLWA/DWSD Facilities or comply with any current or future permits or regulations affecting the use of the GLWA/DWSD Facilities. Grantee shall not exercise its rights in a manner which would disrupt any utilities located on Grantor's property (including but not limited to electric, gas, chemical pipelines, water, phone, or internet services). Should Grantee's exercise of its rights disrupt any such utilities, it will immediately cease work upon notice from Grantor or Lessee of said disruption and

coordinate with Grantor and Lessee to ensure the disrupted service is promptly restored. Grantor and Lessee expressly reserve all legal remedies and claims with respect to any such disruptions, including the right to seek damages, costs, and expenses incurred as a result of the disruption.

Structures and Trees: No aboveground buildings or other aboveground structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Grantee expressly agrees that this provision does not prohibit Grantor or Lessee from constructing underground or surface-grade structures, including but not limited to manholes or other access structures, within the above-described easement. Grantee expressly agrees that this provision does not prohibit Grantor or Lessee from maintaining existing fencing or constructing new fencing within the above-described easement.

Ground Elevation and Clearances: Grantee shall initially bury said pipeline at a minimum depth of 24 inches. Grantee shall also design and construct all of Grantee's Facilities, including said pipeline, to ensure a minimum of 18 inches of vertical clearance and 18 inches of horizontal clearance from the GLWA/DWSD Facilities are maintained at all times. DTE shall, at its own expense, make any modifications to Grantee's Facilities necessary to allow GLWA and/or DWSD to repair, rehabilitate, or replace the GLWA/DWSD Facilities in the future, including, but not limited to, re-routing the pipeline within the easement or increasing the vertical clearance as necessary. None of Grantor, Lessee, or Grantee shall materially alter the ground elevation within the above-described easement without a prior written agreement executed by the other party allowing said alteration.

Notice: Except in an emergency, Grantee shall provide Grantor and Lessee with written notice of its intent to commence work within the above-described easement at least seventy-two (72) hours before such entry is to occur. Prior to constructing any of Grantee's Facilities within the above-described easement, Grantee shall provide Grantor and Lessee with such engineering plans, surveys, drawings, or other documentation as Grantor deems sufficient, in its sole discretion, to ensure that Grantee's Facilities shall comply with all provisions of this easement, including but not limited to those provisions regarding non-interference with the GLWA/DWSD Facilities and clearances from the same. Grantee shall not commence construction of any of Grantee's Facilities without first receiving written approval from Grantor and Lessee of the same pursuant to this provision.

Damages/Restoration: Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline.

Assignment/Successors: Grantee's rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Ownership: Grantor covenants that they are the lawful fee simple owner of the above-described property and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Exercise of Easement: Grantee's nonuse or limited use of this easement shall not preclude Grantee's later use of this easement to its full extent, provided that if Grantee has not constructed any of Grantee's Facilities within ten (10) years of the effective date of this easement, Grantor shall have the right to terminate the easement upon written notice to Grantee and Grantee shall record a release effectuating said termination.

Indemnity: Grantee shall indemnify, defend, and hold Grantor and Lessee harmless from and against all claims and liabilities arising from Grantee's use of this easement, including but not limited to those for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims.

Insurance: Grantee shall cause its contractors which perform any work pursuant to this 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 arising out of the use of this 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.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

[Signatures on following pages]

Executed this _____ day of _____, 20__.

City of Detroit, Water and Sewerage Department

[NAME]
[TITLE]

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, on behalf of the City of Detroit, Water and Sewerage Department, by _____ its _____.

Notary Public _____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

Executed this _____ day of _____, 20__.

Great Lakes Water Authority

[NAME]
[TITLE]

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, on behalf of Great Lakes Water Authority, by _____ its _____.

Notary Public _____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

Executed this 23RD day of OCTOBER, 2024

DTE Gas Company

[NAME] BEN VALLEY
[TITLE] SENIOR LAND MAN

ACKNOWLEDGMENT

STATE OF MICHIGAN

County of OAKLAND

The foregoing instrument was acknowledged before me this 23RD day of OCTOBER, 2024 by BEN VALLEY, SENIOR LAND MAN FOR, DTE Gas Company

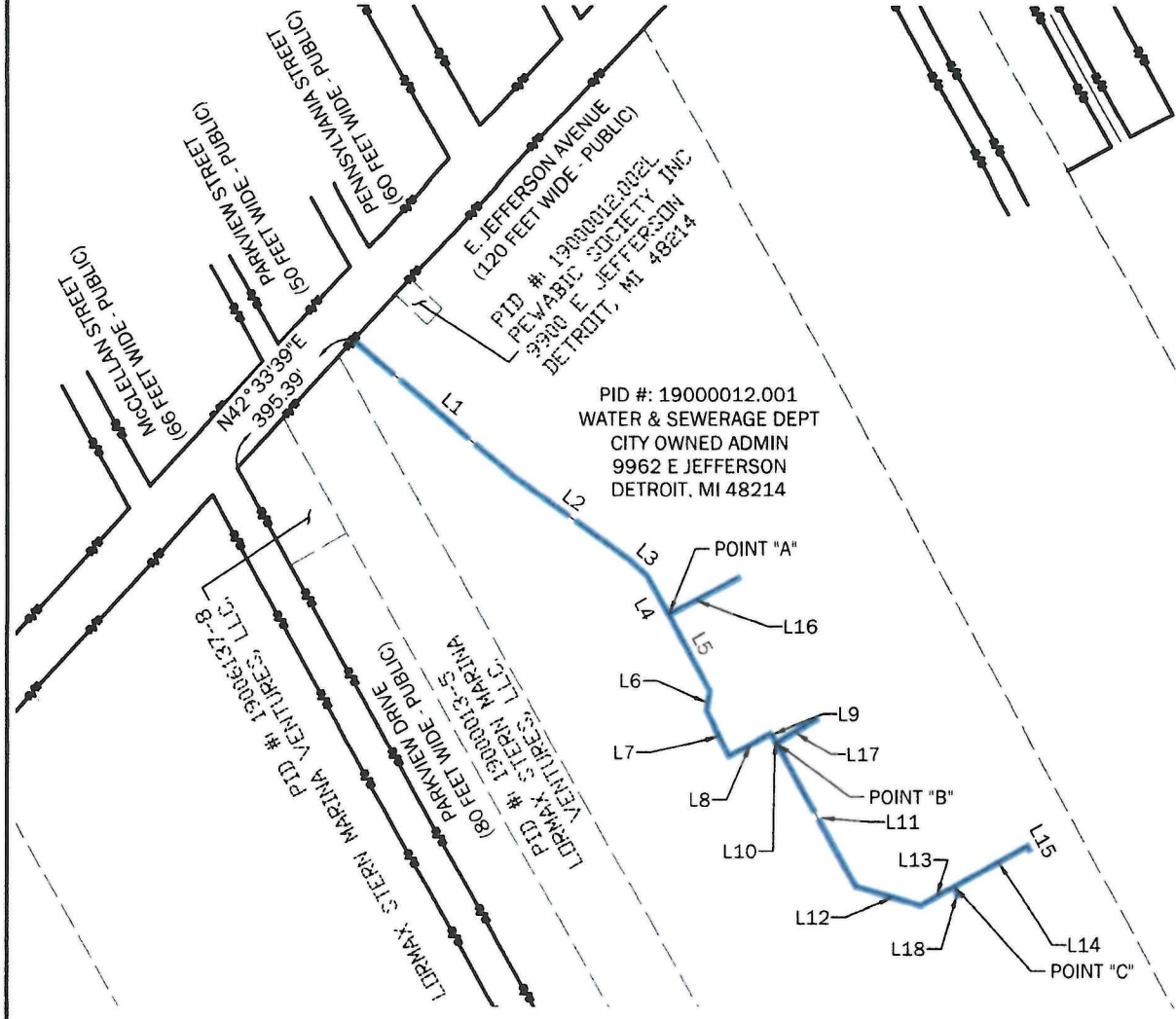


[Signature]
Notary Public OAKLAND County, Michigan
Acting in OAKLAND County, Michigan

My Commission Expires: 1/29/2028

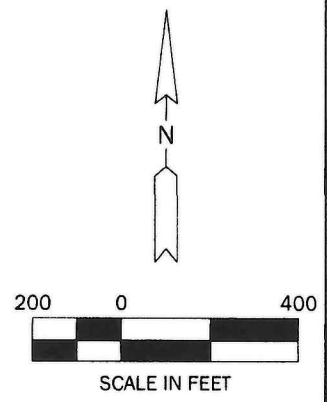
Prepared by and return to: Ben Valley
DTE Gas Company
PO Box 88
Tustin, MI 49688

EASEMENT SKETCH ATTACHMENT "A"



PID #: 19000012.001
 WATER & SEWERAGE DEPT
 CITY OWNED ADMIN
 9962 E JEFFERSON
 DETROIT, MI 48214

LEGEND
 EASEMENT LIMITS
 EXISTING GAS MAIN
 LOT LINES
 RIGHT-OF-WAY



NOTE:
 THIS SKETCH WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.

FOR:
 DTE GAS
 ONE ENERGY PLAZA
 DETROIT, MI 48226
 9962 JEFFERSON
 GAS MAIN EASEMENT

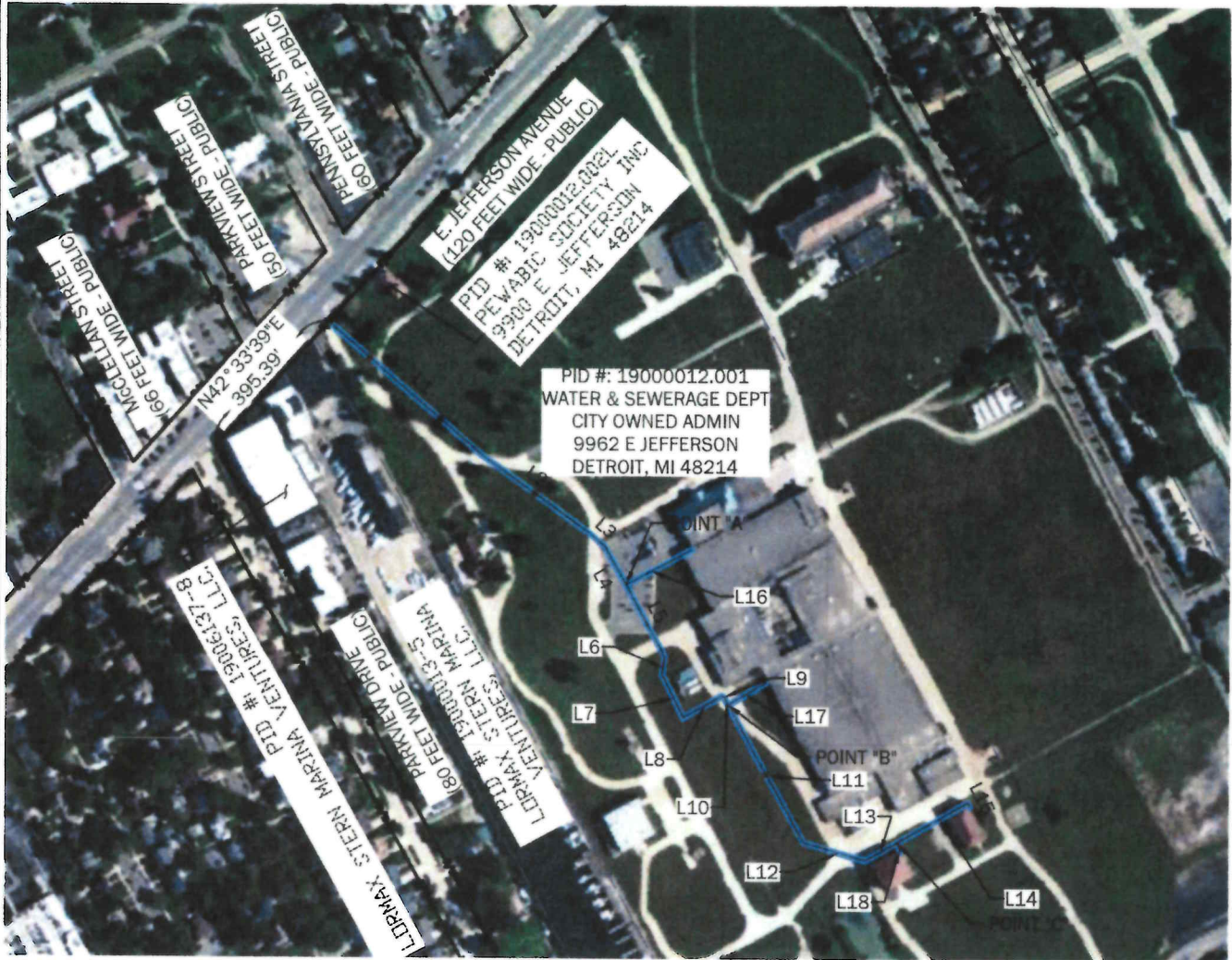
WADE TRIM
 555 S. Saginaw Street, Suite 201
 Flint, MI 48502
 810.235.2555
 www.wadetrtrim.com

SEC.	-	-	-
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DR BY:	LIS	COMP BY:	LIS
CK BY:	SRB	SRVY BY:	JP
JOB #:	DED4108.03C		
SHEET:	1	OF	3

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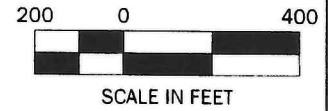
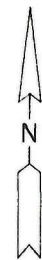
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EASEMENT SKETCH ATTACHMENT "A"



LEGEND


- CENTERLINE ROAD
- EASEMENT LIMITS
- EXISTING GAS MAIN
- LOT LINES
- RIGHT-OF-WAY



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FOR:

DTE GAS
ONE ENERGY PLAZA
DETROIT, MI 48226
9962 JEFFERSON
GAS MAIN EASEMENT



555 S. Saginaw Street, Suite 201
Flint, MI 48502
810.235.2555
www.wadetrim.com

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EASEMENT SKETCH ATTACHMENT "A"

PARENT PARCEL LEGAL DESCRIPTION: (PER CITY OF DETROIT PARCEL DESCRIPTION)

S JEFFERSON E ALL THAT PT OF P CS 257 & 337 KNOWN AS THE VAN AVERY FARM LYG S & ADJ E JEFFERSON AVE EXC THAT PT OF P C 337 DESC AS BEG AT A PTE IN S LINE OF E JEFFERSON AVE 120 FT WD DIST 190 FT NELY FROM INTSEC OF W LINE P C 337 TH CONT NELY ALG S LINE E JEFFERSON AVE 50 FT TH SELY AT R A 100 FT TH SWLY AT R A 50 FT TH NWLY AT R A 100 FT TO P O B 19/- 55.8852 ACRES

10 FOOT WIDE EASEMENT LEGAL DESCRIPTION:

A 10-FOOT WIDE EASEMENT FOR NATURAL GAS PURPOSES, BEING 5-FEET WIDE EACH SIDE, PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE LOCATED IN CITY OF DETROIT, WAYNE COUNTY, STATE OF MICHIGAN, MORE ACCURATELY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EAST JEFFERSON AVENUE (120 FEET WIDE - PUBLIC) AND THE EAST RIGHT-OF-WAY LINE OF PARKVIEW DRIVE (80 FEET WIDE - PUBLIC), SAME BEING THE NORTHWEST CORNER OF THE PARCEL CONVEYED TO LORMAX STERN MARINA VENTURES LLC; THENCE N42°33'39"E 395.39 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE S49°51'38"E 484.36 FEET; THENCE S54°31'25"E 317.90 FEET; THENCE S48°01'20"E 53.87 FEET; THENCE S29°40'13"E 101.28 FEET TO A POINT HEREAFTER KNOWN AS POINT "A"; THENCE S28°27'08"E 198.56 FEET; THENCE S08°59'17"W 45.01 FEET; THENCE S26°57'06"E 111.88 FEET; THENCE N61°25'05"E 107.22 FEET; THENCE S49°35'42"E 8.18 FEET; THENCE S28°06'15"E 17.77 FEET TO A POINT HEREAFTER KNOWN AS POINT "B"; THENCE S28°59'25"E 370.58 FEET; THENCE S73°43'58"E 155.34 FEET; THENCE N60°14'14"E 89.25 FEET TO A POINT HEREAFTER KNOWN AS POINT "C"; THENCE N60°15'25"E 193.74 FEET; THENCE S28°22'07"E 14.26 FEET TO THE POINT OF ENDING.

BEGINNING AT THE ABOVE-MENTIONED POINT "A"; THENCE N62°18'14"E 184.14 FEET TO THE POINT OF ENDING.

BEGINNING AT THE ABOVE-MENTIONED POINT "B"; THENCE N60°18'50"E 109.52 FEET TO THE POINT OF ENDING.

BEGINNING AT THE ABOVE-MENTIONED POINT "C"; THENCE S19°54'25"E 26.30 FEET TO THE POINT OF ENDING.


LINE TABLE		
LINE	BEARING	LENGTH
L1	S49°51'38"E	484.36
L2	S54°31'25"E	317.90
L3	S48°01'20"E	53.87
L4	S29°40'13"E	101.28
L5	S28°27'08"E	198.56
L6	S08°59'17"W	45.01
L7	S26°57'06"E	111.88
L8	N61°25'05"E	107.22
L9	S49°35'42"E	8.18

LINE TABLE		
LINE	BEARING	LENGTH
L10	S28°06'15"E	17.77
L11	S28°59'25"E	370.58
L12	S73°43'58"E	155.34
L13	N60°14'14"E	89.25
L14	N60°15'25"E	193.74
L15	S28°22'07"E	14.26
L16	N62°18'14"E	184.14
L17	N60°18'50"E	109.52
L18	S19°54'25"E	26.30

NOTE:
THIS SKETCH WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.

FOR:

DTE GAS
ONE ENERGY PLAZA
DETROIT, MI 48226
9962 JEFFERSON
GAS MAIN EASEMENT



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SEC.	-	-	-
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SHEET:	3	OF	3

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URAP
Utility Review and Permits
A Field Services Department
GLWA GEEP 24002

October 22, 2024

DTE Gas Company
One Energy Plaza,
Detroit, MI 48226

Attention: Jon Larsen, P.E., PMP
DTE PMO – Gas Projects

Regarding: 10-foot wide easement for an existing DTE natural gas pipe at Water Works Park WTP
9962 E Jefferson Detroit, MI 48214
Water Works Park Water Treatment Plant

We have received an electronic submittal from the APPLICANT (DTE Gas) requesting an easement on the existing DTE natural gas line located at DWSD property, 9962 E Jefferson, Detroit, MI 48214 (Water Works Park Water Treatment Plant). As indicated in your correspondence, the need for this easement arises from the Michigan Public Service Commission's (MPSC) requirement for DTE to maintain legal access to all distribution mains within its system for maintenance and routine inspections. While the customer agreement permits DTE access to service mains, it does not extend the same rights to the gas main in question. GLWA's general counsel, with input from Engineering, drafted the attached easement agreement, which satisfies all engineering and legal requirements. GLWA proposes the following:

- ✓ A 10-foot wide easement for the existing DTE natural gas pipe, consisting of 5 feet on each side, parallel to the centerline as described in the attached - Easement Sketch Attachment "A" (Page 3 of 3).

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 expenses for actions which may be brought against the CITY, DWSD and GLWA and their officers, employees, agents, successors and assign 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
GLWA GEEP 24002

GLWA has no objections to the proposed request, subject to the following conditions:

Please note that the Great Lakes Water Authority (GLWA) prohibits the use of heavy construction equipment (bulldozers, backhoes, extremely large rollers, etc.) and/or storage of building materials 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.

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

- ✓ 10-Day Written Notice with GLWA Job Number - GLWA GEEP 24002 at Permits@glwater.org

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, Mr. Jon Larsen, can be reached at 616-283-0674. 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 Permits@glwater.org.

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: 2024.10.22
17:26:10 -04'00'
Engineer, GLWA – URAP

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