

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

FAIRLANE RETAIL MANAGEMENT, LLC
30200 TELEGRAPH ROAD, SUITE 205
BINGHAM FARMS, MI 48025

FIRST MERCHANTS

1057

04/23/2025

PAY TO THE ORDER OF City of Detroit-DWSD \$ 70.00

**** SEVENTY AND 00/100 DOLLARS DOLLARS

Buildings, Safety, and Engineering Dept
2 Woodward Ave 4th Floor-Ste 412-Cashier
Detroit, MI 48226

MEMO



[Signature]
AUTHORIZED SIGNATURE

⑈001057⑈ ⑆074900657⑆101500624⑈

FAIRLANE RETAIL MANAGEMENT, LLC

1057

DATE:04/23/2025 CK#:1057 TOTAL:70.00 BANK:Fairlane - First Merchants(fmb0047)
PAYEE:City of Detroit-DWSD(cit50)

Job(Prop)	Categ(Acct)	Invoice - Date	Description	Amount
dev-0047(0047)	140020(7102-6000)	Easement Fee-04/15/25	Easement fee	70.00
				70.00

ENDORSE HERE:
 X

MP

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY*

MP

MP

Original

Document

MP

* SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS	
SECURITY FEATURE	DESCRIPTION FOR FEATURE
Void Penetration	The word "VOID" appears when exposed to x-ray. Works on most copiers. Makes document difficult to duplicate.
Heat Sensitive Lock Icon	Responds to heat. Icon will fade when heated.
Toner Adhesion	Chemical applied to the sheet that fuses the toner to the document when run through a laser printer.
True Watermark	Watermark appears at paper mill. Held up to light to verify.
Permanence	Invulcan Fibers infused into the paper. Heat Machine visible under ultraviolet light.
Chemical Resistance	Paper reacts to chemical alterations leaving a residue stain on the paper.
Colored Background	Colored Pattern protects against alterations.
Warning Burden	Alerts financial institutions and criminals that fraud attempted via only features are present.
Watermark	Border. Superior Line and Backer contain more printing. Magnify to verify. When exposed, appears as dotted line.
Security Backer	Black pattern prevents cutting and pulling of the document.

* Feature is designed to meet or exceed requirements of the American Payments Association



URAP
Utility Review and Permits
A Field Services Department

GLWA GEEP 2505

4/15/2025

Jordan Chapman,
30200 Telegraph Rd, Suite 205,
Bingham Farms, MI 48025.

Regarding: GLWA GEEP 2505 Fw: 754 Andrew Drive,
Fairlane Green Unit 4 Development

We have received an electronic submittal from by Mr. Alejandro Fernandez, P.E. of Stonefield Engineering, on behalf of the applicant (APPLICANT) Jordan Chapman for the development of Fairlane Green Unit 4 Apartments, Parcel ID: 30-002-01-004-000

A review of construction plans indicates that the development requires a new street approach over an existing Great Lakes Water Authority (GLWA) leased asset (1), a 54-inch prestressed concrete water main within a 30-foot wide, Detroit Water easement located on Oakwood Boulevard north of the property parcel 30-002-01-004-000.

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 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*

Page 2 of 6
4/15/2025

GLWA GEEP 2505

An Easement Encroachment Permit (EEP) must be obtained before construction:	
1	Five [5], <u>paper</u> copies of the EEP application made to the Board of Water Commissioners with original signatures.
2	A permit fee of \$70.00 payable to the City of Detroit.
3	A <u>paper</u> insurance certificate for \$2,000,000.00 liability insurance (see COI requirements as listed on page 5). List Job Number on Insurance as GLWA GEEP 2505
4	One <u>paper</u> copy of the GLWA approval letter. (GLWA GEEP 2505)
Please mail the above (Originals) 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:

A minimum net horizontal clearance of 10 feet between the GLWA utility and any other utility or structure and a minimum net vertical clearance of 18 inches between the top of the GLWA (or bottom of the GLWA utility) and any other utility or structure must be maintained.

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



URAP
*Utility Review and Permits
A Field Services Department*

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4/15/2025

GLWA GEEP 2505

ADDITIONAL CONDITIONS:

- 1a. A specific condition and limitation of this permit is that if City of Detroit Board of Water Commissioners (BOARD) deems it necessary at any time to construct, reconstruct, maintain, repair, or operate its facilities or perform any other BOARD function that may necessitate, either permanently or temporarily, the raising or lowering, moving or changing, or removing and replacing the construction or installation herein permitted within the easement, APPLICANT, its successors and assigns, shall perform such labor with reasonable dispatch, at its own expense, upon notice from BOARD (it being intended hereby that the right of BOARD to the use and occupancy of the easement shall be paramount in all respects to APPLICANT, its successors or assigns). If the APPLICANT cannot perform such labor with reasonable dispatch, then BOARD shall have the right to perform such labor, all at the cost and expense of the APPLICANT
- 1b. Approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all times, BOARD, its agents or employees, shall have the right to enter upon the easement to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to the Board's facilities for maintenance, repairing, alteration, servicing or inspection by BOARD shall be borne by APPLICANT. All costs associated with gaining access to the BOARD's facilities which could normally be expected had APPLICANT not encroached into the easement shall be borne by BOARD.
2. All Construction performed under this permit shall not be commenced until after (10) days written notice to the CITY. Seventy-two (72) hours' notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one-call system.



URAP
Utility Review and Permits
A Field Services Department

Page 4 of 6
4/15/2025

GLWA GEEP 2505

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 incidental costs 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 GLWA Field Services by email at permits@glwater.org at least ten (10) working days to arrange for an inspector to be present.



URAP
Utility Review and Permits
A Field Services Department

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4/15/2025

GLWA GEEP 2505

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

COI AND INSURANCE REQUIREMENTS:

- An insurance certificate for \$2,000,000.00 liability insurance if crossing over and near our asset or \$4,000,000.00 if crossing under with the following information on it:

The COI must have the following:

"The Great Lakes Water Authority (GLWA) and the City of Detroit must be named as additional insureds on contractor's commercial general liability policy or, alternatively, the contractor must provide a blanket additional insured endorsement for the commercial general liability policy."

- Please arrange for a field inspector as follows:
 - ✓ 10-Day Written Notice (Please include GLWA Job Number: GLWA GEEP 2505)
Email - Permits@glwater.org



URAP
Utility Review and Permits
A Field Services Department

Page 6 of 6

GLWA GEEP 2505

4/15/2025

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:

✓ City of Allen Park

Our records indicate that you, Mr. Jordan Chapman, can be reached at jordan@alrigusa.com. 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 sewers, manholes, etc., shall be sent to: Permits@glwater.org

If you have questions regarding the above, please call (313) 378-4908 or email Daniel.miller@glwater.org

Very Truly Yours

**Dan
Miller**

Digitally signed
by Dan Miller
Date: 2025.04.15
11:49:04 -04'00'

Engineer, GLWA – URAP

AK/ak/Letters GLWA GEEP Jobs
cc: GLWA Conflict Reviews
Alejandro Fernandez, P.E.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2025

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 Arthur J. Gallagher Risk Management Services, LLC 22930 Nine Mile Rd Saint Clair Shores MI 48080		CONTACT NAME: Kayla Galletti PHONE (A/C, No, Ext): 616-233-0922 E-MAIL ADDRESS: Kayla_Galletti@ajg.com		FAX (A/C, No): 586-778-2814
INSURED Stork Construction, LLC c/o Alrig USA Construction, Alrig Site Work LLC 30200 Telegraph Rd Suite 205 Bingham Farms MI 48025		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Insurance Company		10677
		INSURER B : Cincinnati Indemnity Company		23280
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: 2010926005 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPP 0576619	4/29/2025	4/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0576619	4/29/2025	4/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0576619	4/29/2025	4/29/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	EWC 0618164	4/29/2025	4/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented Leased Equipment			EPP 0576619	4/29/2025	4/29/2026	Limit - \$500,000 \$500 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Great Lakes Water Authority (GLWA) and the City of Detroit are named as additional insureds on the General Liability policy. 30 day written notice of cancellation if policies are modified or terminated.

CERTIFICATE HOLDER	CANCELLATION
City of Detroit/ GLWA 735 Randolph Street Detroit MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Property Act No. _____

File No. _____

DWSD BOARD OF WATER COMMISSIONERS, THE CITY OF DETROIT

EASEMENT ENCROACHMENT PERMIT

WHEREAS, application is hereby made to the Board of Water Commissioners of the City of Detroit, a municipal corporation, whose address is 735 Randolph Street, Detroit, Michigan 48226, hereinafter called BOARD, by

Fairlane Retail Management LLC

whose address is 30200 Telegraph Road Suite 205, Bingham Farms MI 48025

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

Parcel ID: 30-002-01-0004-000 located on the south side of Oakwood Blvd west of Fairlane Drive & East of Southfield Expressway

For the purpose of: Construction of a new driveway over the 54-in water main within the existing 30-foot easement

NOW, THEREFORE, Upon payment by APPLICANT of a Preparation Fee of \$ 70.00, BOARD grants, permission to APPLICANT, its successors and assigns, to use the above described easement in accordance with the approved plans and specifications attached hereto and made a part hereof. All work shall be done in accordance with accepted standards.

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

☒ Contractor's Public Liability and Property Damage Insurance (City of Detroit named as an "additional insured").

☒ Owner's Protective Insurance (City of Detroit named as "insured")

Public Liability (bodily injury) \$ 1,000,000 each occurrence

Property Damage \$ 1,000,000 each occurrence; \$ 2,000,000 aggregate and providing additional hazard coverage as BOARD may specify.

Additional conditions of this permit are listed on the reverse and are numbered condition 1 through 8.

APPLICANT, in making application for the a foregoing permit, acknowledges and agrees to abide with the terms and conditions of said permit.

By: _____

STATE OF MICHIGAN)

) SS.

TITLE: Authorized Agent.

COUNTY OF OAKLAND)

Subscribed and sworn to before me this 24th day of April, 2025

Commission expires 6/24/2027 Heidi Lynn Hendricks

DATE

NOTARY PUBLIC

Insurance Coverage

Preparation

Permit

P/L _____ Date _____

Acceptable

Fee Paid

Recommended:

R/W _____ Date _____

_____ Date _____

_____ Date _____

Gen. Supt. _____

Date _____

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

WITNESESS:

WITNESESS:

PRINT:

PRINT:

DWSD DIRECTOR:

DWSD BOARD OF WATER COMMISSIONERS

BY:

TITLE:



TITLE: _____

EASEMENT ENCROACHMENT PERMIT

(continued)

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

- ☒ 1.a. 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, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
- ☒ 1.b. By approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining servicing or inspection by BOARD shall be borne by APPLICANT not encroached into the easement shall be borne by BOARD.
- ☒ 2. All construction performed under this permit shall not be commenced until after (5) days written notice to BOARD. 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 the 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.

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

Property Act No. _____

File No. _____

DWSD BOARD OF WATER COMMISSIONERS, THE CITY OF DETROIT

EASEMENT ENCROACHMENT PERMIT

WHEREAS, application is hereby made to the Board of Water Commissioners of the City of Detroit, a municipal corporation, whose address is 735 Randolph Street, Detroit, Michigan 48226, hereinafter called BOARD, by
Fairlane Retail Management LLC

whose address is 30200 Telegraph Road Suite 205, Bingham Farms MI 48025

hereafter called APPLICANT, to use easement under the jurisdiction of the BOARD described and located at:
Parcel ID: 30-002-01-0004-000 located on the south side of Oakwood Blvd west of Fairlane Drive & East of Southfield Expressway

For the purpose of: Construction of a new driveway over the 54-in water main within the existing 30-foot easement


NOW, THEREFORE, Upon payment by APPLICANT of a Preparation Fee of \$ 70.00, BOARD grants, permission to APPLICANT, its successors and assigns, to use the above described easement in accordance with the approved plans and specifications attached hereto and made a part hereof. All work shall be done in accordance with accepted standards.

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

- ☒ Contractor's Public Liability and Property Damage Insurance (City of Detroit named as an "additional insured").
- ☒ Owner's Protective Insurance (City of Detroit named as "insured")
- Public Liability (bodily injury) \$ 1,000,000 each occurrence
- Property Damage \$ 1,000,000 each occurrence; \$ 2,000,000 aggregate and providing additional hazard coverage as BOARD may specify.

Additional conditions of this permit are listed on the reverse and are numbered condition 1 through 8.

APPLICANT, in making application for the a foregoing permit, acknowledges and agrees to abide with the terms and conditions of said permit.

By: 

STATE OF MICHIGAN)

) SS. TITLE: Authorized Agent

COUNTY OF OAKLAND)

Subscribed and sworn to before me this 24th day of April, 2025

Commission expires 6/24/2027 Heidi Lynn Hendricks

DATE			NOTARY PUBLIC OAKLAND COUNTY	
Insurance Coverage	Preparation	Permit	P/L	Date
Acceptable	Fee Paid	Recommended:	R/W	Date
Date	Date	Gen. Supt.	Date	

HEIDI LYNN HENDRICKS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 24, 2027
Acting in the County of OAKLAND

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

WITNESESS: _____

WITNESESS: _____

PRINT: _____

PRINT: _____

DWSD DIRECTOR:

DWSD BOARD OF WATER COMMISSIONERS
BY: _____
TITLE: _____

TITLE: _____

EASEMENT ENCROACHMENT PERMIT

(continued)

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

- ☒ 1.a. 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, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
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Property Act No. _____

File No. _____

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Fairlane Retail Management LLC

whose address is 30200 Telegraph Road Suite 205, Bingham Farms MI 48025

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

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For the purpose of: Construction of a new driveway over the 54-in water main within the existing 30-foot easement

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

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By: [Signature]

STATE OF MICHIGAN)

) SS.

TITLE: Authorized Agent

COUNTY OF OAKLAND)

Subscribed and sworn to before me this 24th day of April, 2025

Commission expires 6/24/2027 Heidi Lynn Hendricks

	DATE	NOTARY PUBLIC OAKLAND
Insurance Coverage	Preparation	Permit
Acceptable	Fee Paid	Recommended:
Date	Date	Gen. Supt.
		Date



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

WITNESESS: _____

WITNESESS: _____

PRINT: _____

PRINT: _____

DWSD DIRECTOR:

DWSD BOARD OF WATER COMMISSIONERS

BY: _____

TITLE: _____

TITLE: _____

EASEMENT ENCROACHMENT PERMIT

(continued)

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

- ☒ 1.a. 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, then BOARD shall have the right to perform such labor, all at the cost and expense of APPLICANT.
- ☒ 1.b. By approval of this permit, BOARD does not waive any of its rights to its facilities located in the easement, and at all time, BOARD, its agents or employees, shall have the right to enter upon the easement to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining servicing or inspection by BOARD shall be borne by APPLICANT not encroached into the easement shall be borne by BOARD.
- ☒ 2. All construction performed under this permit shall not be commenced until after (5) days written notice to BOARD. 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 the 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.

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

Property Act No. _____

File No. _____

DWSD BOARD OF WATER COMMISSIONERS, THE CITY OF DETROIT

EASEMENT ENCROACHMENT PERMIT

WHEREAS, application is hereby made to the Board of Water Commissioners of the City of Detroit, a municipal corporation, whose address is 735 Randolph Street, Detroit, Michigan 48226, hereinafter called BOARD, by

Fairlane Retail Management LLC,

whose address is 30200 Telegraph Road Suite 205, Bingham Farms MI 48025

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

Parcel ID: 30-002-01-0004-000 located on the south side of Oakwood Blvd west of Fairlane Drive & East of Southfield Expressway

For the purpose of: Construction of a new driveway over the 54-in water main within the existing 30-foot easement

NOW, THEREFORE, Upon payment by APPLICANT of a Preparation Fee of \$ 70.00, BOARD grants, permission to APPLICANT, its successors and assigns, to use the above described easement in accordance with the approved plans and specifications attached hereto and made a part hereof. All work shall be done in accordance with accepted standards.

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

☒ Contractor’s Public Liability and Property Damage Insurance (City of Detroit named as an “additional insured”).

☒ Owner’s Protective Insurance (City of Detroit named as “insured”)

Public Liability (bodily injury) \$ 1,000,000 each occurrence

Property Damage \$ 1,000,000 each occurrence; \$ 2,000,000 aggregate and providing additional hazard coverage as BOARD may specify.

Additional conditions of this permit are listed on the reverse and are numbered condition 1 through 8.

APPLICANT, in making application for the a foregoing permit, acknowledges and agrees to abide with the terms and conditions of said permit.

By: _____

STATE OF MICHIGAN)

) SS.

TITLE: Authorized Agent

COUNTY OF OAKLAND)

Subscribed and sworn to before me this 24th day of April, 20 25

Commission expires 6/24/2027 Heidi Lynn Hendricks

	DATE		NOTARY PUBLIC	<u>OAKLAND</u>	COUNTY
Insurance Coverage	Preparation	Permit	P/L	_____	Date _____
<u>Acceptable</u>	<u>Fee Paid</u>	<u>Recommended:</u>	R/W	_____	Date _____
_____ Date _____	_____ Date _____	Gen. Supt. _____			Date _____



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

WITNEESS: _____

WITNEESS: _____

PRINT: _____

PRINT: _____

DWSD DIRECTOR:

DWSD BOARD OF WATER COMMISSIONERS

BY: _____

TITLE: _____

TITLE: _____

EASEMENT ENCROACHMENT PERMIT

(continued)

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

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- ☒ 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.
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72 HOURS BEFORE YOU DIG, CALL MISS DIG (800) 482-7171

Property Act No. _____

File No. _____

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EASEMENT ENCROACHMENT PERMIT

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By: [Signature]

STATE OF MICHIGAN)

) SS.

TITLE: Authorized Agent

COUNTY OF OAKLAND)

Subscribed and sworn to before me this 24th day of April, 2025

Commission expires 6/24/2027 Heidi Lynn Hendricks

DATE			NOTARY PUBLIC OAKLAND COUNTY	
Insurance Coverage	Preparation	Permit	P/L _____	Date _____
Acceptable _____	Fee Paid _____	Recommended: _____	R/W _____	Date _____
_____ Date _____	_____ Date _____	Gen. Supt. _____	_____	Date _____

HEIDI LYNN HENDRICKS
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jun 24, 2027
Acting in the County of OAKLAND

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

WITNESESS: _____

WITNESESS: _____

PRINT: _____

PRINT: _____

DWSD DIRECTOR:

DWSD BOARD OF WATER COMMISSIONERS

BY: _____
TITLE: _____

TITLE: _____

EASEMENT ENCROACHMENT PERMIT

(continued)

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