

## PERMANENT EASEMENT AGREEMENT

This PERMANENT EASEMENT AGREEMENT ("**Agreement**") is made and entered into the 27<sup>th</sup> day of April, 2023, by and between LEXINGTON VILLAGE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company, having an office located at 41800 W. 11 Mile Road, Suite 209, Novi, Michigan 48375 (hereinafter referred to as "**Grantor**"), and HENRY FORD HEALTH SYSTEM, a Michigan nonprofit corporation, with corporate offices located at 1 Ford Place, Suite 4A, Detroit, Michigan 48202 (hereinafter referred to as "**Grantee HFHS**") AND the CITY OF DETROIT, by and through its DETROIT WATER AND SEWERAGE DEPARTMENT through its BOARD OF WATER COMMISSIONERS, with its principal place of business located at 735 Randolph St., Detroit, Michigan 48226 (hereinafter referred to as "**Grantee DWSD**") and collectively with Grantee HFHS as "**Grantees**").

### RECITALS

- A. Grantor is the fee simple owner of that certain parcel of land located in the County of Wayne and State of Michigan, as more particularly described in the attached **Exhibit A** ("**Grantor's Parcel**");

Tax Identification Number(s): 06-00162-443

More commonly known as: 7868 Poe Avenue, Detroit, Michigan 48206

- B. To benefit the public, Grantees desires an exclusive, permanent easement ("**Easement**") over, across, and under a portion of Grantor's Parcel(s) to enable it to allow for vehicular and pedestrian access to construct, operate, maintain and, as necessary, reconstruct or repair improvements on underground water pipelines and underground and surface appurtenances and facilities with respect to such pipelines ("**Grantee's Facilities**" or "**Facilities**"), which Easement is depicted (and more particularly described) in the attached **Exhibit A**; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor conveys the Easement to the Grantees subject to the following terms and conditions:

1. Purpose(s). Grantees shall have the non-exclusive right of ingress and egress for all purposes incident to said Easement and the watermain and appurtenances, right of access to the Watermain

Easement through the Grantor's property adjacent to the Watermain Easement, and all rights reasonably necessary for use, including rights to improve, repair and maintain the Watermain Easement in any manner reasonably necessary and consistent with its purpose ("Purpose"). This Watermain Easement shall be perpetual, permanent, and run with the land and shall be binding upon Grantor and Grantor's successors and assigns and the Grantees and Grantees' successors and assigns. Grantor represents and warrants that it has full authority to grant and convey this Watermain Easement.

2. Location. The Easement shall be located in the area more particularly described in the attached Exhibit A, which Exhibit includes the legal description (Parcel Drawings and Plans to reflect its location) ("Easement Area").

3. Access. Grantee DWSD has the right of pedestrian and vehicular ingress to and egress from the Easement Area over and across those portions of the Grantor's Parcel to its Facilities.

4. Grantor's Use of the Easement Area.

Grantor retains all other property rights in the Easement Area, including, without limitation, the right to access and use any portion of the Easement Area.

Notwithstanding the above, Grantor's Reservation of Rights are subject to the following terms:

a. New Construction or Modification of Grantor's Parcel.

Except as provided to the contrary in this Agreement, which includes the Grantor's right to utilize a portion of the Easement Area as a drive to access Grantor's Parcel, Grantor shall not modify or disturb the Easement Area from its current state as of the date of this Agreement ("Modifications"), which Modifications include, without limitation:

- 1) The construction or placement of obstructions or obstacles, such as walls, fences, hedges, structures, buildings, streetlights, power poles, or yard lights;
- 2) The use of the Easement Area for temporarily or permanently storing goods or equipment; and
- 3) The construction of pavement, roadways or other surface and subsurface uses of the Property (including, without limitation, fences, trails, and bike paths).

Notwithstanding the above, in the event Grantor wants to make Modifications, Grantor shall obtain prior written approval from Grantee DWSD, which shall not be unreasonably withheld, conditioned or delayed, provided, however, Grantor may maintain the existing drive without the consent of Grantee DWSD. If approved, once installed, Grantor shall be solely responsible for incurring all costs for maintaining the approved Modifications.

Alternatively, in the event that Grantor does not obtain approval from Grantee DWSD and erects Modifications, Grantee DWSD shall be authorized to first request Grantor to dismantle and remove the Modifications. However, in the event that Grantor fails to promptly remove unauthorized Modifications, Grantee DWSD shall be authorized to promptly remove or dismantle the unauthorized Modifications.

b. Lateral or Subjacent Support. Grantee DWSD shall have and may exercise the right of subjacent and lateral support to the extent necessary or desirable to help it accomplish its Purpose(s). Provided that Grantees install the improvements within the aforementioned parameters Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for any water pipelines or appurtenances or cause the earth cover over any water pipeline within

the Easement to be less than four (4) feet or more than eight (8) feet, measured vertically from the top of the pipeline. Within the Easement Area, Grantor shall not add more than twenty-four (24") inches over Grantee DWSD's pipeline without prior written authorization from Grantee DWSD, which authorization shall provide for full payment or reimbursement to Grantee DWSD of all costs incurred by such Modification. Grantor shall not remove more than twelve (12") inches of **earth cover** over a District pipeline without prior written authorization from Grantee DWSD, which shall not be unreasonably withheld, conditioned or delayed.

d. **Non-Exclusive Use of Easement Area.** To help Grantee DWSD fulfill its Purpose(s), to the extent other public utilities or services, including without limitation, gas, electric, telephone, data transmission, communication and cable ("Public Utilities") seek to install equipment on Grantor's Parcel, the same shall only be done with Grantor's and Grantee DWSD's prior written consent and on the condition that they do not interfere with Grantee DWSD's rights reflected in this Agreement. At a minimum, Public Utilities which cross Grantor's Parcel shall cross Grantee DWSD's Facilities at right angles and maintain a minimum vertical clearance away from Grantee's Facilities of two (2) feet. Public utilities which run parallel to the Grantee DWSD's Facilities shall not be located closer than five (5) feet.

5. **Grantees' Obligations Given Its Use of the Easement Area.**

- a. **Restoration of Easement Area.** After any construction or other operations by the Grantee HFHS which disturb the surface of the Easement Area, Grantee HFHS, at its sole cost and expense, will restore the general surface of the ground as nearly as may reasonably be done to the original grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate the Grantees' Purpose(s). Notwithstanding anything in this Agreement to the contrary, the Easement Area must be maintained as a drive for the use by Grantor and its tenants and invitees.
- b. **Restoration of Real or Personal Property.** If the Grantees' Representatives, through their use of vehicles or equipment in the Easement Area, directly cause damage to Grantor's real or personal property, as identified herein, Grantees will restore the same to the condition it was prior to the damage at Grantees' sole cost and expense. Otherwise, for Modifications, Grantees shall not be liable or responsible for paying any costs related to the same.

6. **Construction.** All construction performed to, on or in the easement shall be performed expeditiously and shall be done in a manner to minimize and avoid unreasonable interference with the Grantor's use of Grantor's Property, including, without limitation, the use by Grantor and its tenants and invitees of the driveway located over and across the Easement Area. Prior to commencing construction, Grantee HFHS shall prepare and deliver, for the Grantor's approval, a written Construction Plan which incorporates, without limitation, a schedule (in the event of unforeseen conditions), a process for traffic control and security (including a specific schedule for restrictions of driveway access, signage, plans for traffic control and a reasonable method for confirming access by Grantor and its tenants and invitees), and a specific schedule for any cessation and reconnection of the water supply to Grantor's Property (with assurances of acceptable water quality for multifamily apartment use upon reconnection). To avoid disruption and interference to the residents of Grantor's Property for access to Grantor's parking lot and in the event, it becomes necessary to restrict use of driveway to the parking lot for Grantor and its tenants and invitees, Grantee HFHS, at its own expense, shall post and maintain a manned presence to direct traffic and assist with gate and parking lot access. Any such restriction of the driveway access shall be for the shortest possible time with the least disruption to Grantor and its tenants and invitees. The driveway access for Grantor and its tenants and invitees shall not be closed without prior, written notice to Grantor, the provision

of an acceptable alternative and adequate notice to Grantor and its tenants and invitees. All construction activities performed within the Easement Area shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state, and federal government and any department or agency of those entities having jurisdiction. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the Grantee HFHS's neighboring property and all laborers, suppliers, contractors, and others connected with the construction activities shall park their vehicles on the Grantee HFHS's neighboring property. To the extent that any dirt or debris is created from the construction activities within the Easement Area, it shall be promptly removed by Grantee HFHS. The existing driveway (affected by the Easement) shall be returned to its original condition upon completion of construction such that it is level, even and as seamless as possible with the remaining driveway asphalt/pavement. For this purpose, Grantee HFHS shall compact the soil/substrate, cover same with concrete, and overlay sufficient asphalt to avoid future settling and unevenness.

7. Insurance. Grantee HFHS shall maintain such hazard insurance coverage as may be necessary to restore damage to the Improvements within the Easement Area, including, but not limited to the Facility, and Grantor's burdened property and to meet its obligations under this Agreement. Grantee HFHS shall obtain commercial general liability insurance, including personal liability insurance coverage and contractual liability insurance with a combined single limit of liability of not less than \$5 million in constant dollars for both bodily and personal injury or death and for property damage arising out of any one occurrence. Grantor shall be an additional insured under Grantee HFHS's liability insurance policy. Grantee HFHS shall provide evidence of such insurance upon request. All of Grantee HFHS's agents and contractors that perform work within Easement Area shall be licensed and fully insured with documentation of the same provided to Grantor upon request. Grantee HFHS shall obtain and maintain builder's risk insurance satisfactory to Grantor during any construction within the Easement Area. All insurance policies required hereunder shall be in an amount and upon terms and with insurers reasonably approved by Grantor and shall be delivered to Grantor.

8. Indemnification. Grantees agree to indemnify and hold Grantor and its employees, members, agents, tenants, invitees, successors and assigns harmless for any damage to any property or injury to any person that may arise out of any use, construction or maintenance of the easement by Grantee and its agents, employees, members, tenants, invitees, representatives and contractors. This provision shall survive the termination of this Agreement and shall continue in perpetuity.

9. Warranties. Each Party makes the following warranties.

a. Grantor. Subject to existing restrictions of record, Grantor warrants that it has all right, title, and interest in Grantor's Parcel and/or the Easement Area and the lawful authority to enter into this Agreement.

b. Grantees. Grantees warrant that they have the authority to enter into this Agreement on behalf of themselves and the public.

10. Notices. Any notice required or permitted to be given hereunder shall be in writing, addressed to Grantor at the address(es) recited in this paragraph below or Grantees at their addresses recited in the paragraph below.

If to Grantor:

Lexington Village Preservation Limited Dividend Housing Association, LLC  
41800 W. 11 Mile Road, Suite 209  
Novi, Michigan 48375  
Attn: Amin Irving

With a copy to:

Ginosko Development Company  
41800 W. 11 Mile Road, Suite 209  
Novi, Michigan 48375  
Attn: Michael Stefanko

If to Grantee DWSD:

CITY OF DETROIT  
BOARD OF WATER COMMISSIONERS  
735 Randolph Street  
Detroit, Michigan 48226  
Attn: Debra Pospiech, Chief Administrative Officer and General Counsel

With a copy to: General Counsel & Permits Section

If to Grantee HFHS:

HENRY FORD HEALTH SYSTEM  
One Ford Place, 4A  
Detroit, MI 48202  
With a copy to:  
Office of the General Counsel  
One Ford Place  
Detroit, MI 48202

11. Enforcement. Grantor and Grantees, their successors and assigns shall have the right to enforce the respective provisions of this Agreement and to seek specific performance or such other equitable or legal relief as may be appropriate to correct the violation and compensate it and other parties for any violation of this Agreement. The parties remedies, at law or in equity, shall be cumulative and non-exclusive.

12. Miscellaneous. The easements, covenants and restrictions contained herein shall run with the land so described herein and bind and benefit Grantor's and Grantees' successors and assigns. This Agreement may be amended, modified, or terminated at any time by a writing mutually agreed to by each of the parties hereto. This Agreement shall be governed by the laws of the State of Michigan.


[Signatures Follow]

IN WITNESS WHEREOF, Grantor and Grantees have each executed this Easement Agreement as of the day and year below.

GRANTOR: LEXINGTON VILLAGE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: Lexington Village-MM, LLC  
Its: Managing Member

By: GDC Michigan Portfolio, LLC  
Its: Sole Member

By:   
Name: Amin Irving  
Its: Manager

ACKNOWLEDGEMENT

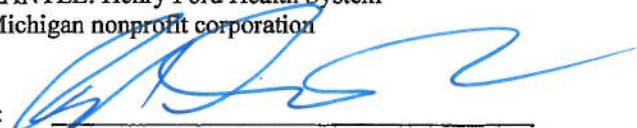
STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF OAKLAND                )

The foregoing instrument was acknowledged before me on April 27, 2023, by Amin Irving, Manager of GDC Michigan Portfolio, LLC, a Michigan limited liability company, Sole Member of Lexington Village-MM, LLC, a Michigan limited liability company, Managing Member of the Lexington Village Preservation Limited Dividend Housing Association, LLC, a Michigan limited liability company.

  
Amanda M. Wilt  
Notary Public, Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 09/24/2024

[Grantees' Signature Follows]

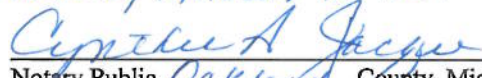
GRANTEE: Henry Ford Health System  
a Michigan nonprofit corporation

By:   
Name: Robin Damschroder  
Its: Executive Vice President and Chief Financial & Business Development Officer

ACKNOWLEDGEMENT

STATE OF MICHIGAN                    )  
  ) SS  
COUNTY OF Wayne                    )

The foregoing instrument was acknowledged before me on May 1, 2023, by Robin Damschroder, the Executive Vice President and Chief Financial & Business Development Officer of Henry Ford Health System, who is personally known to me.

 Cynthia A. Jacques  
Notary Public, Oakland County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: July 22, 2028

GRANTEE: City of Detroit, by and through its  
Detroit Water and Sewerage Department through its  
Board of Water Commissioners

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF MICHIGAN                    )  
  )SS  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2023, by  
\_\_\_\_\_, the \_\_\_\_\_ of the Detroit Water  
and Sewerage Department.

Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

Prepared by and when recorded return to:  
Jacob Bahri  
DWSD Board of Water Commissioners  
Attention: General Counsel & Permits Section  
735 Randolph St.  
Detroit, Michigan 48226  
(313) 880-2763

**INSERT RESOLUTION OF BOARD AUTHORITY  
CERTIFICATE OF AUTHORITY**



## EXHIBIT A

### Legal Description of Grantor's Parcel

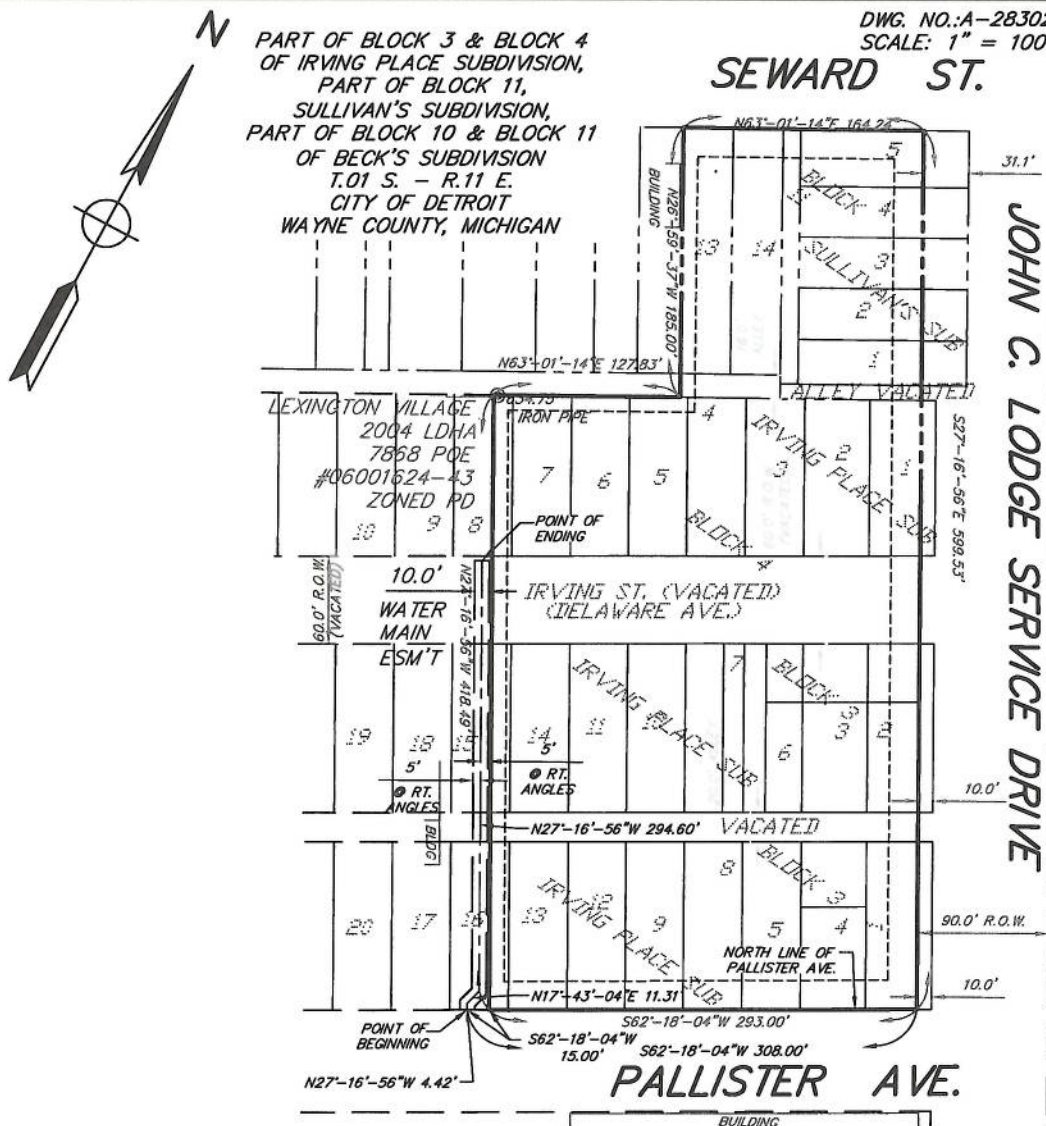
Lots 9 through 14, inclusive and the West 27 feet of Lot 8, Block 4, Lots 1 through 15, inclusive, Block 5, Lots 17 through 28, inclusive and the West 27 feet of Lots 15 and 16, Block 3, Lots 1 through 30, inclusive, Block 6, Irving Place Subdivision on Section 55 of 10,000 acres tract in Town 1 South, Range 11 East, as recorded in Liber 11 of Plats, Page 5, Wayne County Records and vacated Delaware Avenue, 60 feet wide, and vacated 20 foot public alley first South of Delaware East of Poe and vacated Merrill Avenue, 60 feet wide North of Pallister.



DWG. NO.: A-28302  
SCALE: 1" = 100'

SEWARD ST.

PART OF BLOCK 3 & BLOCK 4  
OF IRVING PLACE SUBDIVISION,  
PART OF BLOCK 11,  
SULLIVAN'S SUBDIVISION,  
PART OF BLOCK 10 & BLOCK 11  
OF BECK'S SUBDIVISION  
T.01 S. - R.11 E.  
CITY OF DETROIT  
WAYNE COUNTY, MICHIGAN



EASEMENT SKETCH FOR: HENRY FORD HEALTH SYSTEM  
2799 WEST GRAND BLVD  
DETROIT, MI 48202

DATE: 9-27-19

EASEMENT SKETCH OF:

10' Watermain Easement:

A strip of land 10.00 feet in width, being part of Lots 15, 16, part of the 20.00 foot vacated public alley and part of vacated Irving Street (60.00 feet wide) of Block 3 of Irving Place Subdivision of 1/4 Section 55 of 10,000 Acre Tract in T.1 S., R.11 E. as recorded in Liber 11 of Plats on Page 5, Wayne County Records, said 10.00 foot strip of land being 5.00 feet, measured at right angles, each side of the following described centerline:

Beginning at a point on the Southerly line of said Block 3, which is 308.00 feet, S.62°-18'-04"W., of the intersection of the Northerly line of Pallister Avenue (so-called) and the Westerly line of the John C. Lodge Service Drive (so-called); thence N.27°-16'-56"W., 4.42 feet to a deflection point; thence N.17°-43'-04"E., 11.31 feet to a deflection point; thence N.27°-16'-56"W., 418.49 feet and there end. The sidelines of said easement to extend or shorten at there respective intersections, and the terminous of said easement to be drawn perpendicular to said endpoint.

REVISED: 2-9-2023

DRAWN BY: CAR  
CHECKED BY: JEW

PLOT DATE: 9-27-19  
SHEET 1 OF 1

JOB#: 126514SG2018  
DWG#: A-28302