**SEWER MAIN**

**EASEMENT AGREEMENT**

This SEWER MAIN EASEMENT AGREEMENT ("Easement Agreement" or "Easement") is made and entered into this 15 day of July, 2026, by and between DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT (A MICHIGAN GENERAL POWER SCHOOLS DISTRICT), 3011 WEST GRAND BLVD, 14TH FLOOR, DETROIT MI 48202 ("**Grantor**"), and the CITY OF DETROIT, operating by and through its WATER AND SEWERAGE DEPARTMENT, with its principal place of business located at 735 Randolph Street, Detroit, Michigan 48226 ("**Grantee**" or collectively, the "Parties" and each, without distinction, a "Party").

**RECITALS**

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

Parcel A:
Tax Identification Number(s): 20004995
More commonly known as: 7735 LANE ST, DETROIT, MI 48209

B. Grantor has constructed and installed sewer main and underground equipment and appurtenances for sewer main facilities ("Equipment") on its Parcel.

C. Through a Bill of Sale, attached as **Exhibit B**, Grantor has sold its Equipment to Grantee.

D. Now, having acquired the Equipment from Grantor, and to benefit the public, Grantee desires a permanent easement ("Easement") over, across, and under a portion of Grantor's Parcel to enable it to allow for vehicular and pedestrian access to operate, maintain and, as necessary, reconstruct, repair, and/or replace improvements on underground sewer pipelines and underground and surface appurtenances and facilities with respect to such pipelines ("Grantee's Facilities" or "Facilities"); and

E. Grantor has decided to grant the Easement to Grantee in accordance with the terms provided within this Agreement.

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

1. Purpose(s). This Easement shall benefit the public and Grantee and serve the following purposes: (a) for vehicular or pedestrian traffic, it shall provide ingress to and egress from Grantor's Parcel and other public road corridors and public rights of way; and (b) for Grantee, it shall provide accessibility to enable the same to work on its Facilities or for any other related purpose(s).

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

3. Access. Grantee 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. Grantor agrees to provide Grantee automatic access upon verifying the identity of Grantee's agents, employees, contractors, subcontractors or other personnel (collectively, "**Grantee's Representatives**"). Notwithstanding the foregoing, Grantee and Grantee's Representatives shall have the right to access the Easement Area at all times, including without prior notice in the event of an emergency. For non-emergency access, Grantee shall use commercially reasonable efforts to coordinate with Grantor, but failure to do so shall not limit or impair Grantee's access rights hereunder.

4. Grantor's Restricted Use of the Easement Area.

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

Grantor shall not alter, disturb or modify the Easement Area from its current state as of the date of this Agreement ("**Modifications**"), which Modifications will directly, indirectly, or in any manner impede Grantee's free and easy access to and operation of its Facilities. Such Modifications include, without limitation:

1) The construction or placement of obstructions or obstacles of any kind, 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;
3) The construction of pavement, roadways or other surface and subsurface uses of the Property (including, without limitation, fences, trails, and bike paths); and
4) Any alteration which would impair lateral or subjacent support for Grantee's Facilities.

b. Grantee's Sole Discretion to Approve Grantor's Subsequent Modifications.

Notwithstanding the above, in the event Grantor wants to make Modifications, Grantor shall obtain prior written approval from Grantee. If Grantee approves the Modification, Grantor shall be solely responsible for incurring all costs associated with its construction and maintenance and agrees to

indemnify Grantee, as more fully reflected herein in Paragraph 6.

c. Grantee's Unauthorized Modifications.

In the event that Grantor does not obtain approval from Grantee and erects Modifications within the Easement area:

1) Grantee shall request Grantor to dismantle and remove the Modifications, at its sole cost and expense.
2) In the event that Grantor fails to promptly remove unauthorized Modifications, Grantee shall be authorized to promptly dismantle and remove the same.
3) Once Grantee removes the unauthorized Modification, Grantor shall promptly reimburse Grantee for all costs incurred to have Grantee's Representatives remove, dismantle and dispose of the unauthorized Modifications.
4) Grantor agrees to waive all claims for damages against Grantee including, without limitation, those related to trespass or damage caused by Grantee's removal of the Modifications and to indemnify Grantee for all costs raised by third parties, as reflected with more particularity herein in Paragraph 6.

d. Grantee's Exclusive Use of Easement Area.

Grantee shall have exclusive use of the Easement Area to accomplish its Purposes, including, without limitation, the right to install permanent sewer main location guideposts over its Facilities at reasonable intervals and at any points of deflection within said Easement Area.

Other public utilities or services, including without limitation, electrical, gas, telephone, data transmission, communication and cable ("Public Utilities") who seek to install equipment on Grantor's Parcel within the Easement Area shall first obtain Grantee's prior written consent which shall not be unreasonably withheld as long as and on the condition that they do not interfere with Grantee's rights reflected in this Agreement.

As reflected with more particularity in Paragraph 6, Grantor agrees to indemnify Grantee and Grantee's Representatives if and to the extent Grantee authorizes third parties to perform work within the Easement Area.

5. <u>Grantee's Obligations Given Its Use of the Easement Area.</u>

a. Restoration of Easement Area.

After construction or other operations by the Grantee which disturb the surface of the Easement Area, Grantee will restore the general surface of the ground in compliance with all laws. Grantee shall replace seeding or sod as soon as practicable after completion of its work within the Easement Area.

b. Restoration of Real or Personal Property.

If Grantee's 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, Grantee will restore the same to the condition it or they were in when this Agreement was executed without any cost to Grantor. Otherwise, for Grantor's Modifications, Grantee shall not be liable or responsible for paying any costs related to the same.

6. Grantor's Indemnification of Grantee. Grantor agrees to indemnify, defend and hold harmless, Grantee and the City of Detroit, including, without limitation, officers, employees and agents (including Grantee's Representatives) against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants at the prevailing market rate for such services) which may be imposed upon, incurred by, or asserted against Grantee and the City as a result of the existence of and in accordance with the terms of this Agreement by reason of any of the following:

a. Any negligent or tortious act, error, or omission attributable, in whole or in part, to the Grantor or any of Grantor's agents with respect to this Agreement, generally, or activities occurring in connection with the construction, inspection, maintenance and/or repair of work conducted in connection with the Easement Area.

b. Any failure by the Grantor or any of Grantor's agents to perform their obligations either implied or expressed under this Agreement.

7. Warranties. Each Party makes the following warranties.

a. Grantor. Grantor warrants that it has all right, title, and interest in its Parcels and/or the Easement Area and the lawful authority to grant this Easement. Further, Grantor warrants that as of the effective date of this Agreement, Grantor's Parcels and/or the Easement Area do not contain Hazardous Materials and are not in violation of any Environmental Laws.

b. Grantee. Grantee warrants that it has the authority to enter into this Agreement on behalf of the public.

8. Mutual Remedies. In the event that Grantee or Grantor fails to perform any of their respective obligations hereunder ("Non-Performing Party"), either Party shall be entitled to all remedies available at law or in equity. In the event that either one is a Non-Performing Party, upon fourteen (14) days' prior written notice to the Non-Performing Party, the impacted Party shall have the right to perform such obligations. In that case, the Non-Performing Party shall be responsible for reimbursing the impacted party for any and all expenses and costs within forty-five (45) days after receipt of a statement reflecting actual costs.

9. Notices. Any notice required or permitted to be given hereunder or by law shall be in writing, addressed to Grantor or Grantee at the following addresses 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:

If to DWSD:

City of Detroit
Water and Sewerage Department
735 Randolph, Suite
Detroit, Michigan 48226
Attn.: Office of General
Counsel

If to Detroit Public Schools Community District:

Detroit Public Schools
Community District
3011 West Grand Blvd, 14th Fl
Detroit, MI 48202
Attn.: Nikolai P. Vitti
Superintendent

10. Miscellaneous. The easements, covenants and restrictions contained herein shall run with the land so described herein and bind and benefit Grantor's and Grantee's 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.

11. Termination. Notwithstanding anything herein to the contrary, the Easement, this Agreement and the rights granted hereunder (i) shall terminate automatically upon Grantee's abandonment of Grantee's Facilities or Easement Area, and (ii) may be terminated by a written document recorded by the Wayne County Register of Deeds signed by Grantor and Grantee. Upon termination, Grantee, at its own cost and expense, shall promptly restore and remediate the Easement Area to the condition that existed immediately prior to the effective date of this Agreement.

12. Due Authorization. Each of the undersigned signatories warrants that s/he is duly authorized and empowered to execute this Agreement on behalf of the Grantor or the Grantee, as the case may be, and that the Grantor or the Grantee has taken all necessary action to approve the execution of this Agreement.

13. Employment Practices. The Parties shall comply with all applicable fair employment practices, laws and ordinances, and require similar compliance by all parties contracted with pursuant to this Agreement. Failure to so comply or require compliance may be considered a material breach of this Agreement.

14. Exemptions. This Agreement is exempt from real estate transfer tax pursuant to MCL 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(a).

15. Payment of Recording Costs. Grantor agrees to pay fees associated with recording this Agreement with the Wayne County Register of Deeds.

*Signature page to Easement Agreement follows*

**GRANTOR:**
**Detroit Public Schools Community District**, a Michigan General Powers School District

By _____
Nikolai P. Vitti
Its: Superintendent

STATE OF MICHIGAN )
) ss:
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 15 day of July, 2026, by Nikolai P. Vitti, the Superintendent of Detroit Public Schools Community District, a Michigan General Powers School District.

Notary's signature: Donna Baker
Notary's Name: Donna Baker
Notary Public, State of Michigan
County of Wayne
My commission expires: 04-15-2031
Acting in Wayne, County

DONNA BAKER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 15, 2031
Acting in the County of Wayne

*Signature page to Easement Agreement follows*

**GRANTEE:**
**CITY OF DETROIT, a Michigan municipal corporation, acting by and through its WATER and SEWERAGE DEPARTMENT**

By_____
Gary Brown
Its: Director

Approved as to form by DWSD General Counsel:

By: _____

General Counsel, DWSD

STATE OF MICHIGAN )
) ss:
COUNTY OF_____ )

The foregoing instrument was acknowledged before me this_____day of_____, 2026, by Gary Brown, the Director of the Detroit Water and Sewerage Department, on behalf of the City.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in_____, County

**LIST OF EXHIBITS TO BE ATTACHED:**

Exhibit A GRANTOR'S PARCELS

Exhibit B BILL of SALE

Exhibit C EASEMENT AREA

**DRAFTED BY AND WHEN RECORDED MAIL TO:**

City of Detroit, Water and Sewerage Department
735 Randolph Street, Room 906, Detroit, Michigan 48226
Attn.: Office of General Counsel

*Exhibits to Easement Agreement follow*

# EXHIBIT A

## LEGAL DESCRIPTIONS OF GRANTOR'S PARCELS

### "PARCEL A"

TAX ID NO:

20004995

DESCRIBED AS:

W CENTRAL 629 THRU 652 705 THRU 722 VAC LOGAN & ALLEYS ADJ FERNDALE AVE SUB L30 P56 PLATS, W C R 20/349 105 THRU 90 S 7.98 FT 89 EVANS & FISHERS SUB L16 P71 PLATS, W C R 20/290 222,935 SQ FT

**EXHIBIT B**

**BILL OF SALE**

Detroit Public Schools Community District ("Seller"), a Michigan General Powers School District, whose principal place of business is located at 3011 West Grand Blvd, 14th Floor, Detroit, MI 48202 for and in consideration of the sum of One ($1.00) Dollar, the receipt and sufficiency of which are acknowledged, does hereby grant, bargain, sell, and convey the following personal property to the CITY OF DETROIT, a Michigan municipal corporation, operating by and through its WATER and SEWERAGE DEPARTMENT ("Buyer"), whose principal place of business is located at 735 Randolph Street, Detroit, Michigan 48226:

The sewer main, including, without limitation, all sewer lines, valves, fittings, assemblies, tees and related sewer line facilities and system equipment constructed within the Easement Area ("Personal Property" or "Property"), more particularly described in Exhibit C in that certain Sewer Main Easement Agreement, attached hereto and incorporated herein by reference.

Seller represents and warrants to Buyer that Seller is the owner of the Property, that the Property is free and clear of all liens, charges, and encumbrances, that Seller has the right, power, and authority to sell the Property and deliver this Bill of Sale to Buyer, and that Seller will warrant and defend the same against the lawful claims and demands of third parties.

Upon Seller's transfer of this Bill of Sale to Buyer, the Property shall be under Buyer's sole and exclusive control. Accordingly, prospectively, Buyer shall own, operate, maintain and repair or replace the Property at its own expense and Seller shall have no further obligations in that regard.

Notwithstanding the above, Buyer shall not be liable in the event that a third-party files a claim or lawsuit against Seller and/or Buyer concerning activities which arose prior to the transfer of this Bill of Sale ("Claim"). In that event, Seller shall be solely liable for any damages attributable to the Claim.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of _____, 2026.

**SELLER:**
**Detroit Public Schools Community District, a Michigan General Powers School District**

By Nikolai P. Vitti _____
Its: Superintendent

STATE OF MICHIGAN )
) ss:
COUNTY OF Wayne )

The foregoing Bill of Sale was acknowledged before me this 15 day of July, 2026, by Nikolai P. Vitti, the Superintendent of Detroit Public Schools Community District, a Michigan General Powers School District.

DONNA BAKER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 15, 2031
Acting in the County of Wayne

Notary's signature: Donna Baker
Notary's Name: Donna Baker
Notary Public, State of Michigan
County of Wayne
My commission expires: 04-15-2031
Acting in Wayne, County

## ACCEPTANCE

The undersigned Buyer hereby accepts the foregoing Bill of Sale and accepts title to the Property after the effective date hereof.

**BUYER:**
**CITY OF DETROIT, a Michigan municipal corporation, acting by and through its WATER and SEWERAGE DEPARTMENT**

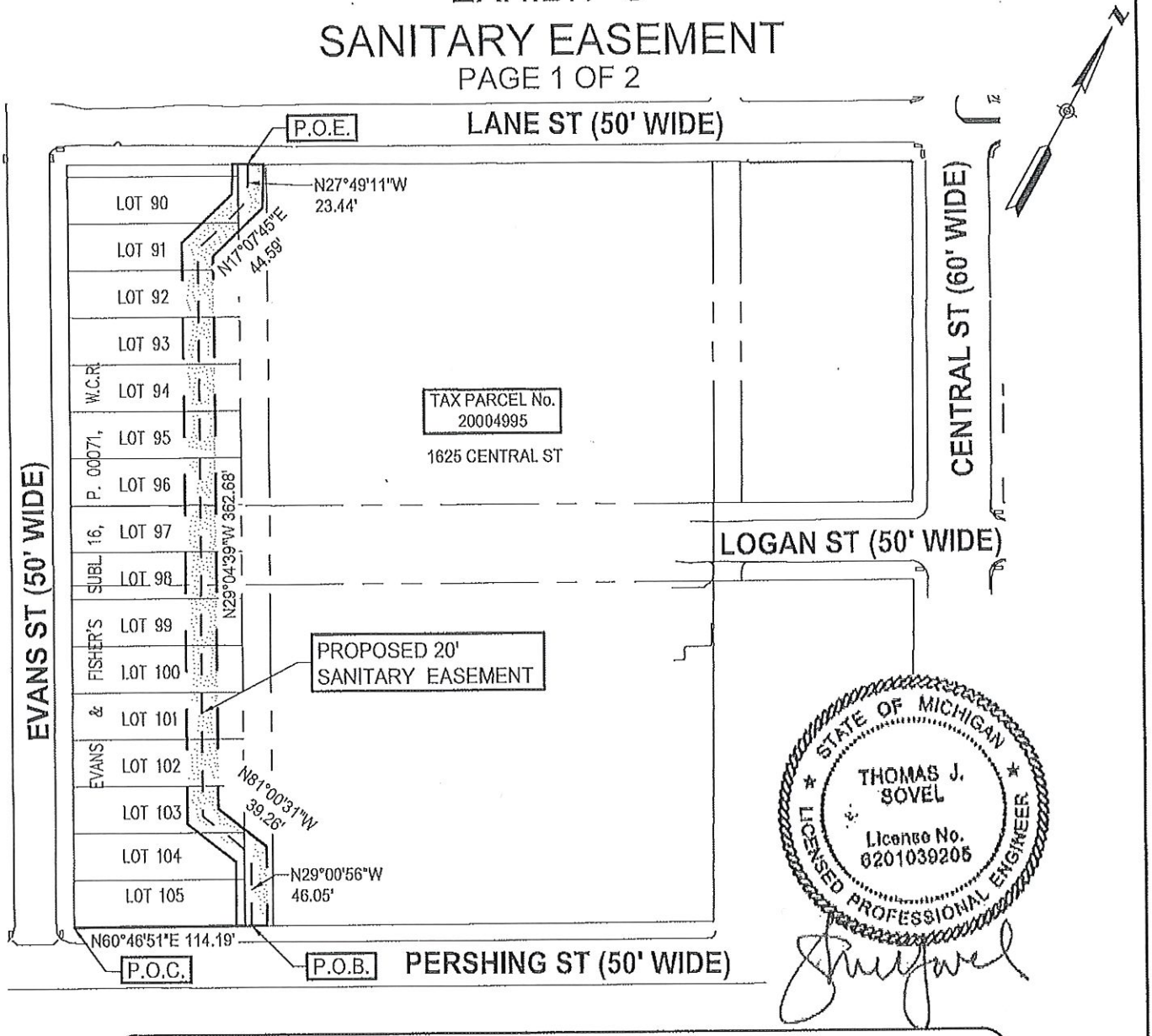
By_____
Gary Brown
Its: Director

STATE OF MICHIGAN )
) ss:
COUNTY OF_____ )

The foregoing Bill of Sale was acknowledged before me this_____day of_____, 202__, by Gary Brown, the Director of the Detroit Water and Sewerage Department, on behalf of the City.

Notary's signature: _____
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in_____, County

# EXHIBIT 'C'
# SANITARY EASEMENT
PAGE 1 OF 2




STATE OF MICHIGAN
THOMAS J. SOVEL
License No. 6201039205
LICENSED PROFESSIONAL ENGINEER

## LEGAL DESCRIPTION

SOURCE: PER WAYNE COUNTY EQUALIZATION RECORDS
OWNER: DETROIT PUBLIC SCHOOLS
TAX PARCEL ID: 20004995
ADDRESS: 1625 CENTRAL ST

W CENTRAL 629 THRU 652 705 THRU 722 VAC LOGAN & ALLEYS ADJ FERNDALE AVE SUB L30 P56 PLATS, W C R 20/349 105 THRU 90 S 7.98 FT 89 EVANS & FISHERS SUB L16 P71 PLATS, W C R 20/290 222,935 SQ FT

Refer to Sheet 2 of 2 for Easement Description

SPALDING DEDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

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|---|---|
| DRAWN: I.BLAZEVSKI | DATE: 02-11-26 |
| CHECKED: D.JACKSON | DATE: 02-11-26 |
| MANAGER: G.PLATZ | SCALE: 1" = 100' |
| JOB No. NP24034 | SHEET: 1 OF 2 |
| PC 718 TOWN 02 SOUTH RANGE 11 EAST | |
| CITY DETROIT, WAYNE COUNTY, MI | |

# EXHIBIT 'C'
# SANITARY EASEMENT
PAGE 2 OF 2

## EASEMENT DESCRIPTION

A PERMANENT 20' WIDE EASEMENT FOR SANITARY SEWER PURPOSES DESCRIBED AS:

DESCRIPTION ALONG THE CENTERLINE FOR A 20 FOOT WIDE EASEMENT WITHIN THE PRIVATE CLAIM 718, TOWN 02 SOUTH, RANGE 11 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING PART OF THE TAX PARCEL ID NO. 20004995. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWESTERLY CORNER OF LOT 105 OF EVANS & FISHER'S SUB. L. 16, P. 71, PLATS , W.C.R., THENCE N60°46'51"E 114.19 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 105, SAID LINE ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF PERSHING ST. (50 FT WIDE), TO THE POINT OF BEGINNING:

THENCE N29°00'56"W 46.05 FEET, THENCE N81°00'31"W 39.26 FEET, THENCE N29°04'39"W 362.68 FEET, THENCE N17°07'45"E 44.59 FEET, THENCE N27°49'11"W 23.44 FEET TO THE POINT OF ENDING, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LANE ST. (50 FT WIDE). CONTAINING 0.237 ACRES, MORE OR LESS.

SPALDING DEDECKER
Engineers | Surveyors
905 South Blvd. East
Rochester Hills, MI 48307
Phone: (248) 844-5400
Fax: (248) 844-5440
www.sda-eng.com

| | |
|---|---|
| DRAWN: I.BLAZEVSKI | DATE: 02-11-26 |
| CHECKED: D.JACKSON | DATE: 02-11-26 |
| MANAGER: G.PLATZ | SCALE: 1" = 100' |
| JOB No. NP24034 | SHEET: 2 OF 2 |
| PC 718 TOWN 02 SOUTH RANGE 11 EAST | |
| CITY DETROIT, WAYNE COUNTY, MI | |

# RESOLUTION OF BOARD AUTHORITY

I,_____, Secretary to the Board of Water Commissioners of the City of Detroit, a Michigan municipal corporation, **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board duly called and held on _____.

**FURTHER, I CERTIFY** that Gary Brown is the Director of DWSD and that he is authorized to execute this Agreement.

**IN WITNESS THEREOF,** I have set my hand this_____day of_____, 2026.

_____
Board of Water Commissioners