



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2020

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 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).

<b>PRODUCER</b>  Decker Agency 9848 Portage Road, Suite 101 Portage, MI 49002	<b>CONTACT NAME:</b> Kevin Decker <b>PHONE (A/C, No. Ext):</b> 269 327-2700 <b>E-MAIL ADDRESS:</b> info@dkagency.com <b>FAX (A/C, No):</b> 269-327-8578 <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> U.S. Specialty Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b>  Fort Gratiot Charter Township 3720 Keewahdin Road Fort Gratiot, MI 48059		

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>			HMTP-351018	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HMTP-351018	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ Included
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			HMTP-351018	01/01/2020	01/01/2021	Limit \$ 14,424,520 Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an Additional Insured regarding the insured's use of Parcel Number 74-20-264-0010-000 for the contrctution, operation and maintenance of a pedestrian pathway.

**CERTIFICATE HOLDER**

City of Detroit/ DWSD  
735 Randolph Street  
Detroit, MI 48226

**CANCELLATION**

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**

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## BOARD OF WATER COMMISSIONERS OF THE CITY OF DETROIT

## EASEMENT ENROACHMENT 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

Fort Gratiot Charter Township, 3720 Keewahdin Road, Fort Gratiot MI 48059 and

whose address is St. Clair County Road Commission, 21 South Airport Dr. St. Clair MI 48079

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

Parcel No. 74-20-264-0010-000

East Montevista Dr. Fort Gratiot MI. 48059

For the purpose of: Construction, operation and maintenance of a pedestrian pathway.

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/ DWSD named as an "additional insured").

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

Public Liability (bodily injury) \$ 2,000,000.00 each occurrence

Property Damage \$ 2,000,000.00 each occurrence; \$2,000,000.00 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 foregoing permit, acknowledges and agrees to abide with the terms and conditions of said permit.

## ST. CLAIR COUNTY ROAD COMMISSION

By: [Signature]

TITLE: Managing Director

## FORT GRATIOT CHARTER TOWNSHIP

By: [Signature]

TITLE: Supervisor

STATE OF MICHIGAN)

) SS.

COUNTY OF ST. CLAIR )

Subscribed and sworn to before me this 45TH day of JUNE, 2020

Commission expires 11/01/2025 [Signature]  
VICKI L. OSTRANDER

DATE

ST. CLAIR, COUNTY  
MICHIGAN



File No. 20-03

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\_\_\_\_

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

CITY OF DETROIT

BOARD OF WATER COMMISSIONERS

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## EASEMENT ENCROACHMENT PERMIT









(continued)

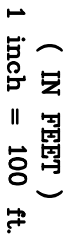
### ADDITIONAL CONDITIONS:

(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.

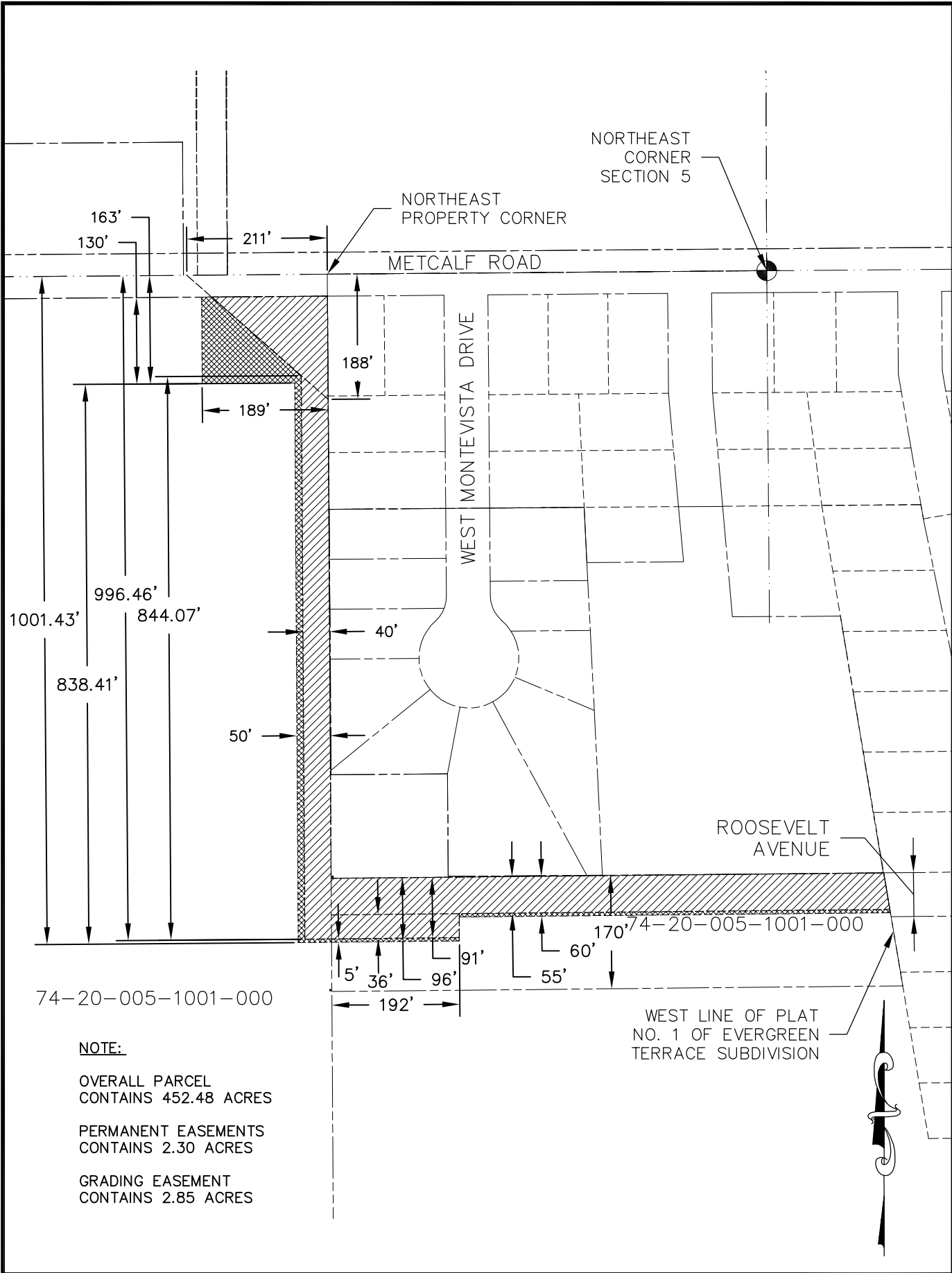


	Permanent Easement Hatch
	Permanent Easement
	Grading Easement Hatch
	Grading Easement
	Section Line
	Centerline
	Right of Way Line
	Property Line (Topo)

6 OF 6

PROPOSED PERMANENT EASEMENT  
FOR PEDESTRIAN PATH,

PARCEL #74-20-615-0041-000  
FORT GRATIOT TOWNSHIP,  
ST. CLAIR COUNTY, MICHIGAN



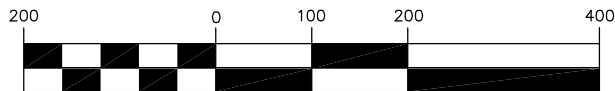
**NOTE:**  
OVERALL PARCEL  
CONTAINS 452.48 ACRES  
PERMANENT EASEMENTS  
CONTAINS 2.30 ACRES  
GRADING EASEMENT  
CONTAINS 2.85 ACRES



**LEGEND**

- Permanent Easement Hatch
- Permanent Easement
- Grading Easement Hatch
- Grading Easement
- Section Line
- Centerline
- Right of Way Line
- Property Line (Topo)

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.

**SKETCH OF EASEMENT**

PROPOSED PERMANENT EASEMENT  
FOR PEDESTRIAN PATH,  
FORT GRATIOT TOWNSHIP,  
ST. CLAIR COUNTY, MICHIGAN



CIVIL ENGINEERS & LAND SURVEYORS  
519 HURON AVE. PORT HURON, MI 48060  
TEL: 810-984-5596 FAX: 810-984-8760  
Web Page: [www.bmjinc.com](http://www.bmjinc.com)  
Email: [mail@bmjinc.com](mailto:mail@bmjinc.com)

SCALE: 1" = 200'		DATE: 2-26-07	
SURVEYED: -	DRAWN: SWS	CHK'D: CRH	
JOB NO. 0009.054	PAGE 4	OF 4	