

\_\_\_\_\_[Space above this Line is for Recording Information]\_\_\_\_\_

**WATER MAIN  
EASEMENT AGREEMENT**

This WATER MAIN EASEMENT AGREEMENT ("Easement Agreement" or "Easement") is made and entered into this 30<sup>th</sup> day of April, 2021, by and between ROBERTSON PULLMAN PARC, LLC, a Michigan limited liability company, with its principal place of business located at 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, ("**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 the land located in the County of Wayne and State of Michigan, as more particularly described in the attached **Exhibit A** ("Grantor's Parcel"):
- B. A water main and underground equipment and appurtenances for water main facilities ("Equipment") has been installed on the 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 or repair improvements on underground water 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**").

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 would impede Grantee's free and easy access to 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, after thirty (30) prior written notice to Grantor and right for Grantor to cure.
- 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 water 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.      **Grantee's Obligations Given Its Use of the Easement Area.**

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.: Debra N. Pospiech, Esq.  
Chief Administrative Officer and General Counsel

**If to Grantor:**

Robertson Pullman Parc, LLC  
6905 Telegraph Road, Suite  
200, Bloomfield Hills,  
Michigan 48301  
Attn: James V. Clarke

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. All rights and obligations of the Grantee set forth herein shall automatically transfer to the homeowners' association created pursuant to the Master Deed recorded against Grantor's Parcel at the time control of the homeowner's association transfers to the non-developer owners of the units in the condominium.

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.

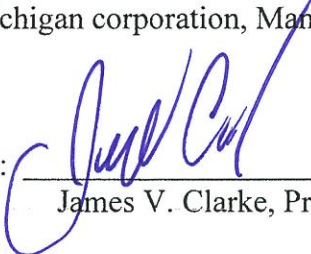
14. **Exemptions.** This Agreement is exempt from real estate transfer tax pursuant to MCL 207.505(a) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(a).

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:**

ROBERTSON PULLMAN PARC, LLC,  
a Michigan limited liability company  
By: Robertson Brothers Co., a  
Michigan corporation, Manager

By:   
James V. Clarke, President

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this day of April 3<sup>rd</sup>, 2021, by James V. Clarke, President of Roberson Brothers Co., a Michigan corporation, Manage of Robertson Pullman Parc, LLC, a Michigan limited liability company, on behalf of the corporation and limited liability company.

Notary's signature:   
Notary's Name: BRANDON STONE  
Notary Public, State of Michigan  
County of OAKLAND  
My commission expires: 10/18/2024  
Acting in OAKLAND, County

 Brandon Allen Stone  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Oakland  
My Commission Expires 10/18/2024  
Acting in the County of OAKLAND

*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 \_\_\_\_\_, 2021, 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  
Attn.: Debra N. Pospiech, Esq.  
Chief Administrative Officer and General Counsel  
735 Randolph Street, Room 906, Detroit, Michigan 48226

*Exhibits to Easement Agreement follow*

EXHIBIT A  
WATER MAIN EASEMENT  
LEGAL DESCRIPTION – PULLMAN PARC

LEGAL DESCRIPTION – PULLMAN PARC:  
(Per PEA)

Lands situated in the City of Detroit, Wayne County, Michigan described as part of Lots 12 and 13, Elmwood Park Urban Renewal Plat No. 1, as recorded in Liber 89, Pages 47, 48 and 49 of Plats, Wayne County Records, more particularly described as:

COMMENCING at the Southwesterly corner of said Lots 12 and 13, also being the intersection of the Easterly line of St Aubin Avenue (120 foot wide – public) and the Northerly line of Lafayette Avenue (120 foot wide – public); thence along said Northerly line of Lafayette Avenue, N59°51'50"E, 114.15 feet to the POINT OF BEGINNING; thence N30°08'38"W, 10.77 feet; thence 2.72 feet along the arc of a curve to the right, having a radius of 62.00 feet, a central angle of 2°31'03", and a chord bearing N28°53'07"W, 2.72 feet; thence N27°37'35"W, 100.95 feet; thence 15.81 feet along the arc of a curve to the right, having a radius of 62.00 feet, a central angle of 14°36'32", and a chord bearing N20°19'19"W, 15.77 feet; thence 31.58 feet along the arc of a curve to the right, having a radius of 162.00 feet, a central angle of 11°10'06", and a chord bearing N07°26'00"W, 31.53 feet; thence N26°06'45"W, 353.42 feet; thence S62°11'44"W, 22.28 feet; thence N26°00'00"W, 64.39 feet to the Southerly line of a 50 foot walkway and public easement, as platted in said Elmwood Park Urban Renewal Plat No. 1; thence along said Southerly line, N59°52'13"E, 428.05 feet; thence S26°08'02"E, 317.61 feet; thence S59°51'50"W, 297.14 feet; thence S30°06'10"E, 20.66 feet; thence S16°04'16"W, 158.15 feet; thence S30°08'10"E, 129.65 feet to the aforementioned Northerly line of Lafayette Avenue; thence along said Northerly line, S59°51'50"W, 21.08 feet to the POINT OF BEGINNING. Containing ±3.240 acres of land.



*Daniel Cole*



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

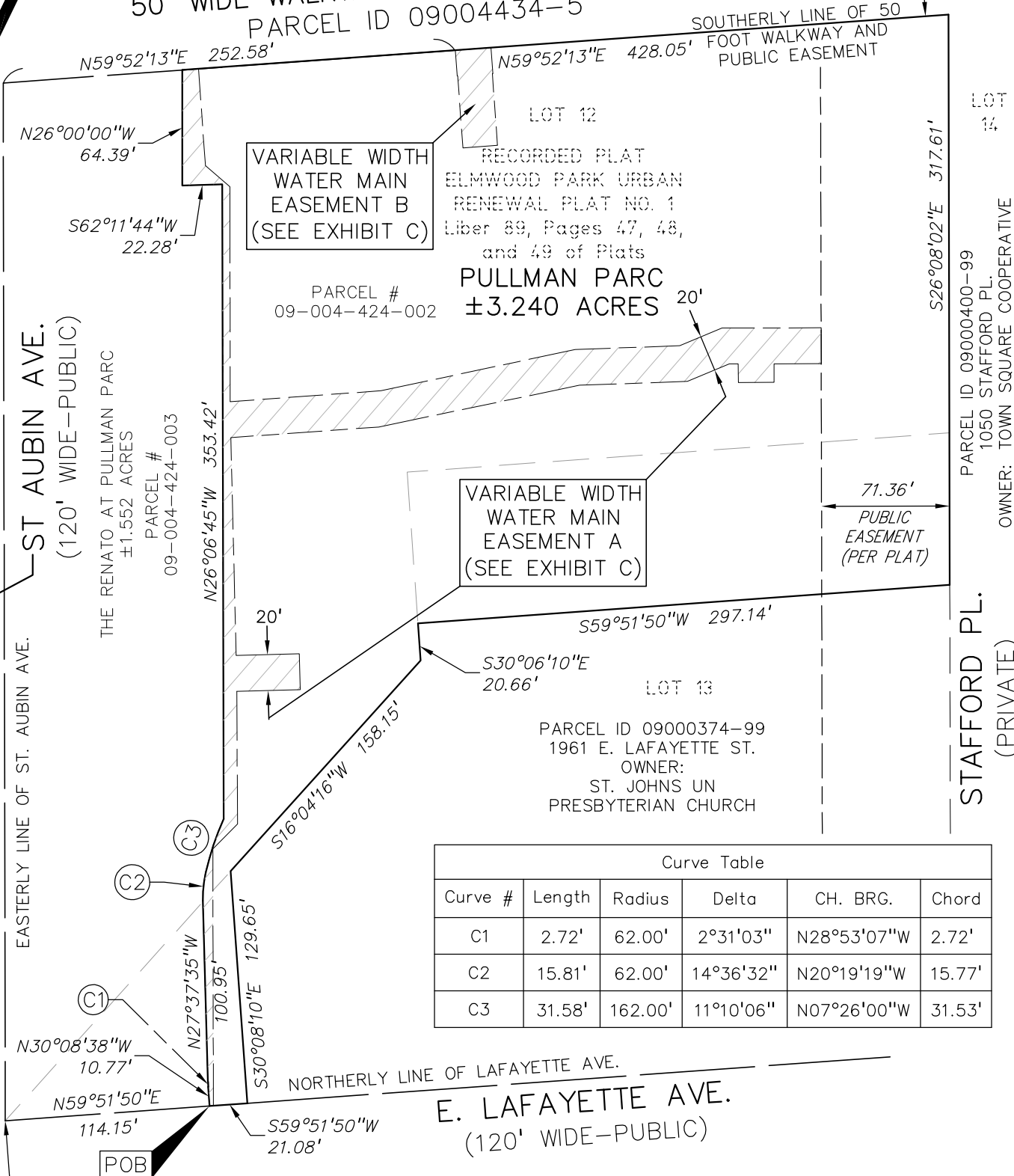
CLIENT: LAFAYETTE PARK LAND OWNER LLC 1528 WOODWARD, SUITE 300 DETROIT, MI 48226	SCALE:     —	JOB No: 2020–0179
	DATE: 3/30/21	DWG. No: 1 of 2



EXHIBIT A  
WATER MAIN EASEMENT  
SKETCH OF PARCEL – PULLMAN PARC

VACATED MACOMB ST.  
50' WIDE WALKWAY  
AND PUBLIC EASEMENT  
L.15337, P.694  
PARCEL ID 09004434-5

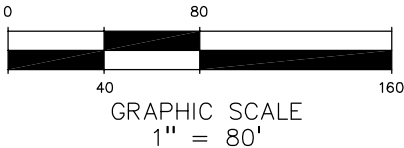
PEMBRIDGE PL. (PRIVATE)  
50' WIDE WALKWAY & PUBLIC EASEMENT  
PARCEL ID 09004434-5



Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	2.72'	62.00'	2°31'03"	N28°53'07"W	2.72'
C2	15.81'	62.00'	14°36'32"	N20°19'19"W	15.77'
C3	31.58'	162.00'	11°10'06"	N07°26'00"W	31.53'

LEGEND

POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT



Daniel Cole



PEA, Inc.

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT:  
LAFAYETTE PARK LAND OWNER LLC  
1528 WOODWARD, SUITE 300  
DETROIT, MI 48226

SCALE: 1" = 80'

JOB No: 2020-0179

DATE: 3/30/21

DWG. No: 2 of 2

**EXHIBIT B**

**BILL OF SALE**

Robertson Pullman Parc, LLC ("Seller"), a Michigan limited liability company, whose principal place of business is located at 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 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 water main, including, without limitation, all potable water lines, valves, fittings, fire hydrant assemblies, tees and related water line facilities and system equipment constructed within the Easement Area ("Personal Property" or "Property"), more particularly described in Exhibit C in that certain Water Main Easement Agreement, attached hereto and incorporated herein by reference.

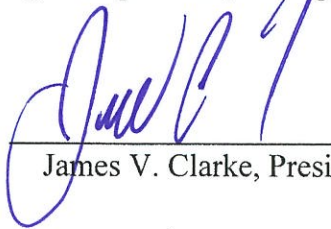
Seller represents and warrants to Buyer that Seller is the owner of the Property, that the Property is free and clear of all liens, charges, and encumbrances, that Seller has the right, power, and authority to sell the Property and deliver this Bill of Sale to Buyer, and that Seller will warrant and 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 April 30<sup>2</sup>, 2021.

ROBERTSON PULLMAN PARC, LLC,  
a Michigan limited liability company  
By: Robertson Brothers Co., a  
Michigan corporation, Manager

By:   
James V. Clarke, President

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this day of APRIL 30, 2021, by James V. Clarke, President of Roberson Brothers Co., a Michigan corporation, Manage of Robertson Pullman Parc, LLC, a Michigan limited liability company, on behalf of the corporation and limited liability company.

Notary's signature:   
Notary's Name: BRANDON STONE  
Notary Public, State of Michigan  
County of OAKLAND  
My commission expires: 10/10/2024  
Acting in OAKLAND, County



Brandon Allen Stone  
NOTARY PUBLIC - STATE OF MICHIGAN  
County of Oakland  
My Commission Expires 10/18/2024  
Acting in the County of OAKLAND

**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 \_\_\_\_\_, 2021, 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**

**EASEMENT AREA**

**See Attachment**

EXHIBIT C  
WATER MAIN EASEMENT  
EASEMENT LEGAL DESCRIPTION – PULLMAN PARC

LEGAL DESCRIPTION – VARIABLE WIDTH WATER MAIN EASEMENT A:  
(Per PEA)

A variable width water main easement over the previously described "Pullman Parc", being part of lands situated in the City of Detroit, Wayne County, Michigan described as part of Lots 12 and 13, Elmwood Park Urban Renewal Plat No. 1, as recorded in Liber 89, Pages 47, 48 and 49 of Plats, Wayne County Records, said easement being more particularly described as:

COMMENCING at the Southwesterly corner of said Lots 12 and 13, also being the intersection of the Easterly line of St Aubin Avenue (120 foot wide – public) and the Northerly line of Lafayette Avenue (120 foot wide – public); thence along said Northerly line of Lafayette Avenue, N59°51'50"E, 114.15 feet to the POINT OF BEGINNING; thence along said easement the following thirty-six (36) courses:

1. N30°08'38"W, 10.77 feet;
2. 2.72 feet along a curve to the right, having a radius of 62.00 feet, a central angle of 02°31'03", and chord bearing N28°53'07"W, 2.72 feet;
3. N27°37'35"W, 100.95 feet;
4. 15.81 feet along a curve to the right, having a radius of 62.00 feet, a central angle of 14°36'32", and chord bearing N20°19'19"W, 15.77 feet;
5. 31.58 feet along a compound curve to the right, having a radius of 162.00 feet, a central angle of 11°10'06", and chord bearing N07°26'00"W, 31.53 feet to a non-tangent point;
6. N26°06'45"W, 353.42 feet;
7. S62°11'44"W, 22.28 feet;
8. N26°00'00"W, 64.39 feet to the southerly line of a Walkway & Public Easement as platted in said Elmwood Park Urban Renewal Plat No. 1;
9. along said southerly line, N59°52'13"E, 8.98 feet;
10. S30°07'47"E, 54.02 feet;
11. S75°07'47"E, 17.98 feet;
12. S26°05'34"E, 22.91 feet;
13. S26°07'01"E, 96.81 feet;
14. N59°52'13"E, 84.26 feet;
15. N51°59'47"E, 110.67 feet;
16. N61°58'12"E, 58.23 feet;
17. N41°21'58"E, 25.61 feet;
18. N63°51'58"E, 55.26 feet;
19. S26°08'02"E, 20.00 feet;
20. S63°51'58"W, 26.32 feet;
21. S26°08'02"E, 10.34 feet;
22. S63°51'58"W, 20.00 feet;
23. N26°08'02"W, 10.34 feet;
24. S63°51'58"W, 4.96 feet;
25. S41°21'58"W, 25.27 feet;
26. S61°58'12"W, 60.17 feet;
27. S52°16'28"W, 114.33 feet;
28. S59°52'13"W, 82.64 feet;
29. S27°24'43"E, 121.36 feet;
30. N62°33'12"E, 35.14 feet;
31. S27°26'48"E, 20.00 feet;
32. S62°33'12"W, 35.35 feet;
33. S26°20'50"E, 73.92 feet;
34. S18°53'15"W, 19.48 feet;
35. S26°06'45"E, 143.10 feet to the aforementioned northerly line of Lafayette Avenue and;
36. S59°51'50"W, 2.14 feet, along said northerly line, to the POINT OF BEGINNING.



**PEA, Inc.**  
2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT: LAFAYETTE PARK LAND OWNER LLC 1528 WOODWARD, SUITE 300 DETROIT, MI 48226	SCALE: –	JOB No: 2020–0179
	DATE: 3/30/21	DWG. No: 1 of 4

EXHIBIT C  
WATER MAIN EASEMENT  
EASEMENT LEGAL DESCRIPTION – PULLMAN PARC

LEGAL DESCRIPTION – VARIABLE WIDTH WATER MAIN EASEMENT B:  
(Per PEA)

A variable width water main easement over the previously described "Pullman Parc", being part of lands situated in the City of Detroit, Wayne County, Michigan described as part of Lots 12 and 13, Elmwood Park Urban Renewal Plat No. 1, as recorded in Liber 89, Pages 47, 48 and 49 of Plats, Wayne County Records, said easement being more particularly described as:

COMMENCING at the Southwesterly corner of said Lots 12 and 13, also being the intersection of the Easterly line of St Aubin Avenue (120 foot wide – public) and the Northerly line of Lafayette Avenue (120 foot wide – public); thence along said Easterly line of St Aubin Avenue, N26°06'45"W, 578.08 feet; thence along the southerly line of a Walkway & Public Easement as platted in said Elmwood Park Urban Renewal Plat No. 1, N59°52'13"E, 252.58 feet to the POINT OF BEGINNING;

thence along said easement the following eight (8) courses:

- 1) along said southerly line of a walkway and public easement, N59°52'13"E, 20.00 feet;
- 2) S30°07'47"E, 14.33 feet;
- 3) S59°52'05"W, 0.33 feet;
- 4) S30°07'55"E, 40.17 feet;
- 5) S59°52'13"W, 19.33 feet;
- 6) N30°07'54"W, 40.17 feet;
- 7) S59°52'14"W, 0.33 feet and;
- 8) N30°07'52"W, 14.33 feet to the POINT OF BEGINNING.



*Daniel Cole*



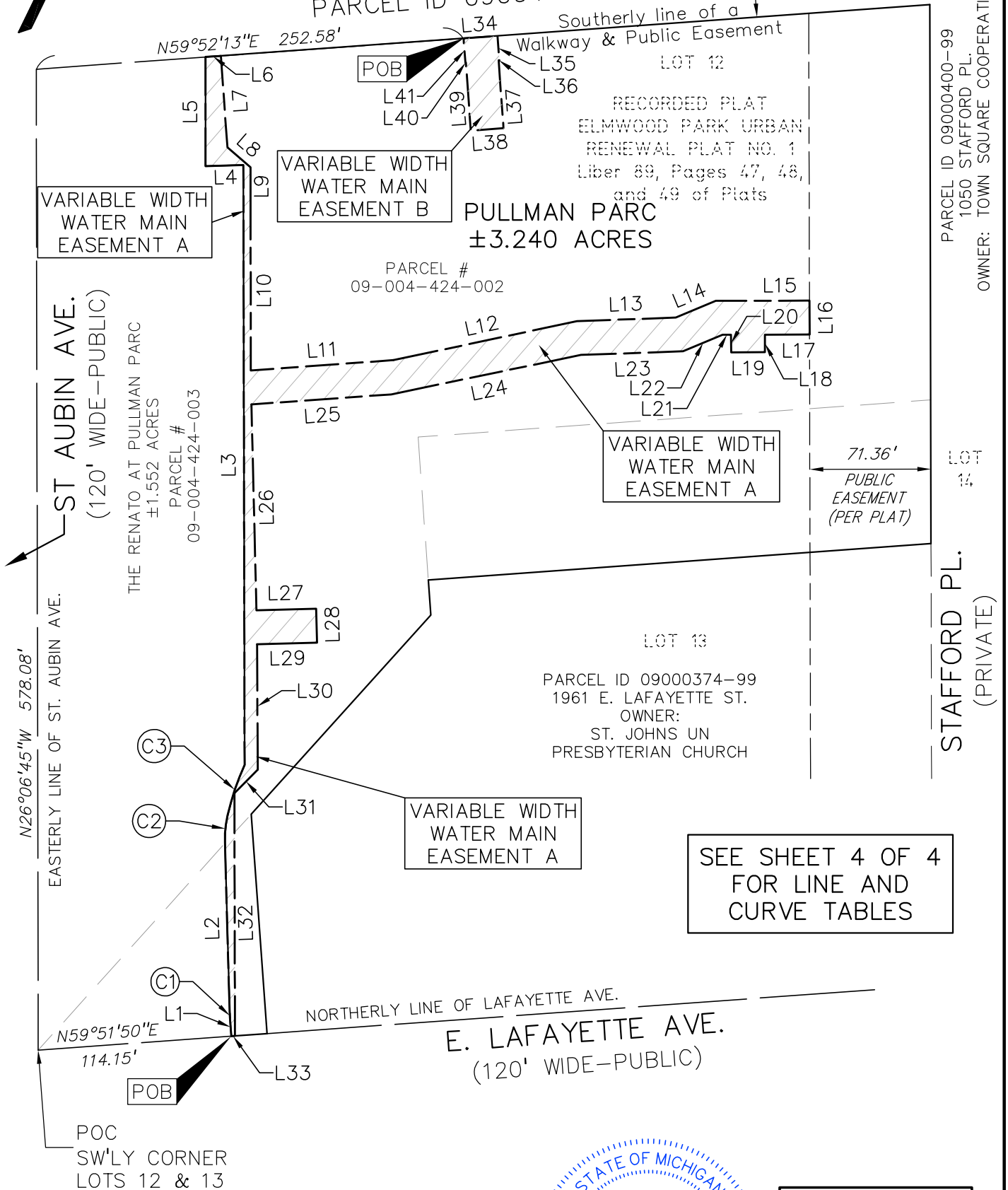
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CLIENT: LAFAYETTE PARK LAND OWNER LLC 1528 WOODWARD, SUITE 300 DETROIT, MI 48226	SCALE: –	JOB No: 2020–0179
	DATE: 3/30/21	DWG. No: 2 of 4

EXHIBIT C  
WATER MAIN EASEMENT  
SKETCH OF EASEMENT - PULLMAN PARC

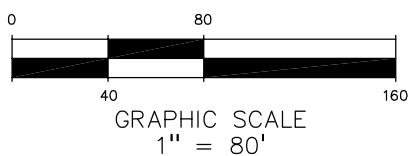
VACATED MACOMB ST.  
50' WIDE WALKWAY  
AND PUBLIC EASEMENT  
L.15337, P.694  
PARCEL ID 09004434-5

PEMBRIDGE PL. (PRIVATE)  
50' WIDE WALKWAY & PUBLIC EASEMENT  
PARCEL ID 09004434-5



**LEGEND**

POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT



**PEA, Inc.**

2430 Rochester Ct, Ste 100  
Troy, MI 48063-1872  
t: 248.689.9090  
f: 248.689.1044  
www.peainc.com

CLIENT:  
LAFAYETTE PARK LAND OWNER LLC  
1528 WOODWARD, SUITE 300  
DETROIT, MI 48226

SCALE: 1" = 80'  
DATE: 3/30/21

JOB No: 2020-0179  
DWG. No: 3 of 4



EXHIBIT C  
WATER MAIN EASEMENT  
EASEMENT LINE AND CURVE TABLES – PULLMAN PARC

Line Table		
Line #	Direction	Length
L1	N30°08'38"W	10.77'
L2	N27°37'35"W	100.95'
L3	N26°06'45"W	353.42'
L4	S62°11'44"W	22.28'
L5	N26°00'00"W	64.39'
L6	N59°52'13"E	8.98'
L7	S30°07'47"E	54.02'
L8	S75°07'47"E	17.98'
L9	S26°05'34"E	22.91'
L10	S26°07'01"E	96.81'
L11	N59°52'13"E	84.26'
L12	N51°59'47"E	110.67'
L13	N61°58'12"E	58.23'
L14	N41°21'58"E	25.61'
L15	N63°51'58"E	55.26'
L16	S26°08'02"E	20.00'
L17	S63°51'58"W	26.32'
L18	S26°08'02"E	10.34'
L19	S63°51'58"W	20.00'
L20	N26°08'02"W	10.34'
L21	S63°51'58"W	4.96'
L22	S41°21'58"W	25.27'
L23	S61°58'12"W	60.17'
L24	S52°16'28"W	114.33'
L25	S59°52'13"W	82.64'

Line Table		
Line #	Direction	Length
L26	S27°24'43"E	121.36'
L27	N62°33'12"E	35.14'
L28	S27°26'48"E	20.00'
L29	S62°33'12"W	35.35'
L30	S26°20'50"E	73.92'
L31	S18°53'15"W	19.48'
L32	S26°06'45"E	143.10'
L33	S59°51'50"W	2.14'
L34	N59°52'13"E	20.00'
L35	S30°07'47"E	14.33'
L36	S59°52'05"W	0.33'
L37	S30°07'55"E	40.17'
L38	S59°52'13"W	19.33'
L39	N30°07'54"W	40.17'
L40	S59°52'14"W	0.33'
L41	N30°07'52"W	14.33'

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	2.72'	62.00'	02°31'03"	N28°53'07"W	2.72'
C2	15.81'	62.00'	14°36'32"	N20°19'19"W	15.77'
C3	31.58'	162.00'	11°10'06"	N07°26'00"W	31.53'



*Daniel Cole*



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SCALE: —

JOB No: 2020–0179

DATE: 3/30/21

DWG. No: 4 of 4

**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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Board of Water Commissioners

**LIMITED LIABILITY COMPANY**  
**CERTIFICATE OF AUTHORITY**

I, James V. Clarke, an authorized President of Robertson Brothers, Co., a Michigan corporation, Manager of Roberson Pullman Parc, LLC, a Michigan limited liability company (the "Company"), **DO HEREBY CERTIFY** that I am the President of the Manager of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individual has the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in this Water Main Easement Agreement between the Grantor (Robertson Pullman Parc, LLC) and the Grantee (the City of Detroit operating through DWSD):

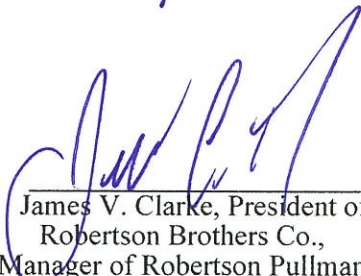
James V. Clarke as President of Robertson Brothers, Co.

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

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

**FURTHER, I CERTIFY** that all necessary approvals by the Manager of the Company have been obtained with respect to the execution of this Agreement.

**IN WITNESS THEREOF**, I have set my hand this 30<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
James V. Clarke, President of  
Robertson Brothers Co.,  
Manager of Robertson Pullman  
Parc, LLC