

PUBLIC UTILITY EASEMENT AGREEMENT

THIS PUBLIC UTILITY EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this _____ of _____, _____, by and between the GREAT LAKES WATER AUTHORITY (“**GLWA**”), a Michigan public body corporate, with an address of 735 Randolph, Suite 1900 Detroit, MI 48226, and the STATE OF MICHIGAN, by and through its MICHIGAN DEPARTMENT OF TRANSPORTATION, whose address is 425 W. Ottawa Street, Lansing, Michigan 48909 (“**MDOT**”) (if applicable to both GLWA and MDOT, hereinafter singularly referred to as “**Party**” collectively referred to as the “**Parties**”), for the purposes set forth in this Agreement.

RECITALS

- A. MDOT desires to assist the Windsor-Detroit Bridge Authority (“**WDBA**”) to develop, construct and operate a new international bridge crossing between Detroit, Michigan and Windsor, Ontario, Canada, the related port of entry, and the related interchange and interconnection with I-75 and surface streets (collectively, and as such be modified, expanded and replaced from time-to-time, the “**GHIB Project**”).
- B. The GHIB Project boundaries are identified on the attached **Exhibit A**.
- C. MDOT has acquired property within the GHIB Project boundaries (“**Property**”).
- D. GLWA has existing Facilities located within the Property and requires certain easements under the Property as identified on the attached **Exhibit B** (collectively, “**Public Utility Easement(s)**”).
- E. MDOT is willing to grant the Public Utility Easements to GLWA, subject to the terms and conditions of this Agreement.
- F. The GHIB Project will be subject to a ground lease between MDOT and WDBA pursuant to which WDBA and/or a concessionaire will have day-to-day management responsibility for the GHIB Project and will coordinate the carrying out of the Public Utility Easement work by GLWA as contemplated by this Agreement.

AGREEMENT

Accordingly, GLWA and MDOT agree as follows:

I. **Recitals.**

The RECITALS above are hereby incorporated into the body of this Agreement.

II. **Grant of Easements.**

Subject to the terms of this Agreement, MDOT hereby grants to GLWA, and its successors and assigns, without warranties or representations as to title or otherwise, the Public Utility Easements under the Property for the purposes of repairing, inspecting, maintaining and operating all existing water and sewer infrastructure and associated appurtenances (collectively, “**Facilities**”) including all activities necessary and incident to the operation of the Facilities. GLWA has the right to access and maintain its Facilities subject to the provisions in this Agreement. MDOT agrees that GLWA shall have drivable access to all Facilities including, without limitation, water and sewer manholes, gate valves and hydrants. Drivable access shall mean ingress and egress on a roadway surface sufficient to accommodate GLWA’s commercial and maintenance vehicles (“**Access Routes**”).

III. **Effective Date.**

The Public Utility Easements shall be effective upon execution of this Agreement.

IV. **Termination of Easements.**

MDOT may terminate this Agreement and the Public Utility Easements, in whole or in part, (i) if the General Services Administration (“**GSA**”), or the United States Customs and Border Protection (“**CBP**”) fails to approve or withdraws its approval of any Public Utility Easement (ii) if GLWA fails to comply with the terms of this Agreement in any material respect, (iii) if GLWA does not use a Public Utility Easement for a consecutive two-year period for the purpose for which said Public Utility Easement was granted, (iv) if GLWA abandons the Public Utility Easement, or (v) if MDOT orders the relocation of any Facilities. MDOT shall provide GLWA written notice of termination. As to subsections (i) and (v), termination shall be effective upon the date of written notice and GLWA shall vacate the terminated Public Utility Easement by a date mutually agreed upon in writing by MDOT and GLWA, taking into consideration the time necessary for adequate and operational replacement facilities to be constructed and implemented. As to subsections (ii), (iii) and (iv), termination shall be effective upon the date of written notice.

In the event MDOT terminates this Agreement and the Public Utility Easement pursuant to subsections (ii), (iii) or (iv) above, MDOT may require GLWA, at its sole cost and expense, to completely remove, partially remove and/or fill with suitable material, all such terminated Public Utility Easements and related Facilities.

GLWA may terminate this Agreement and the Public Utility Easement, in whole or in part, upon written notice to MDOT, which termination shall be immediately and automatically effective. In the event of GLWA’s termination of the Public Utility Easement, MDOT may require GLWA, at its sole cost and expense, to completely remove, partially remove and/or fill with suitable material, all such terminated Public Utility Easements and related Facilities.

V. Relocation Costs.

If MDOT orders the relocation of GLWA's Facilities, MDOT shall pay all relocation costs to the extent required by law.

VI. Construction of New Facilities or the Expansion of Existing Facilities.

The Parties agree that the rights set forth in this Agreement are for GLWA's existing Facilities within the Property, and MDOT has no obligation to allow the construction of any new Facilities or the expansion of any of existing Facilities.

VII. GLWA Responsibilities.

GLWA's rights described in this Agreement shall be subject to the following requirements:

- a. Before performing any work within the Public Utility Easements, GLWA shall have secured a permit from MDOT permitting it to perform such work, which permit shall not be unreasonably withheld;
- b. Except in emergencies, GLWA shall provide 48 hours written notice before performing any work within the Public Utility Easements to MDOT, Government Services Administration ("GSA") and Customs and Border Protection ("CBP");
- c. GLWA shall maintain all GLWA Facilities in reasonably good and safe condition, and in compliance with applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, and protections;
- d. Before performing any work within the Public Utility Easements, GLWA shall provide MDOT with plans and specifications for such work;
- e. GLWA agrees to coordinate all work with MDOT and any other parties identified to minimize delays and impacts to vehicles entering and exiting the Property;
- f. GLWA shall access the Public Utility Easements by the Access Routes and commercially reasonable access procedures approved in writing by MDOT;
- g. GLWA shall avoid interfering with the GHIB Project or damaging GHIB Project improvements;
- h. Work occurring within the Public Utility Easements shall be subject to any safety and operational protocols established from time to time by MDOT or its designee;
- i. GLWA shall provide MDOT an emergency contact list, contemporaneous with the execution of this Agreement;
- j. GLWA shall promptly report to MDOT any accidents, security incidents or criminal activity occurring within the Public Utility Easement of which it becomes aware; and
- k. GLWA's personnel must have identification acceptable to GSA and CBP in their possession at all times while on the Property.

VIII. **MDOT's Responsibilities.**

MDOT's rights described in this Agreement shall be subject to the following requirements:

- a. MDOT shall provide safety and operational protocols, as amended, and training for any work within the Public Utility Easement to GLWA, at MDOT's expense, and
- b. MDOT shall provide GLWA an emergency contact list, contemporaneous with the execution of this Agreement.

IX. **Costs.**

Except for certain relocation costs (Section V) and the creation of safety and operational protocols and training on the same (Section VIII), the use of the Public Utility Easements by GLWA for the purposes indicated in this Agreement shall be at its sole cost, and without cost or expense to MDOT. GLWA shall pay all costs and expenses relating to GLWA's work within the Public Utility Easements, including without limitation all costs and expenses associated with:

- a. Damage or disturbance caused to the GHIB Project as a result of GLWA's performance of the work;
- b. All loss, damage, claim, or liability whatsoever due to personal injury or death, or damage to property of others directly or indirectly, due to GLWA's performance of the work or GLWA's exercise of any of the rights granted herein, or
- c. All loss or damage arising out of any other act or omission of GLWA, including failure to comply with the obligations of this Agreement.

This Agreement does not preclude GLWA or MDOT from recovering damages from third parties.

X. **Delivery.**

Contemporaneous with the execution of this Agreement, GLWA shall execute (before a notary public) and deliver to MDOT the Quit Claim Deed ("Deed") substantially in the form attached hereto as **Exhibit C**. MDOT shall be authorized to record the Deed. To the extent reasonably required for the GHIB Project, GLWA also agrees to execute such additional deeds to MDOT and/or terminations of interest to convey and/or terminate interests held by GLWA within the Property.

XI. **Restoration.**

GLWA shall restore any of the Property disturbed as a result of work performed by GLWA to as near its original condition as practicable, and in a manner reasonably acceptable to MDOT and in compliance with MDOT's specifications, at GLWA's sole cost, and at no cost to MDOT. Further, any MDOT property or property of others, damaged or destroyed by GLWA's performance of work shall be promptly repaired or replaced by GLWA, at GLWA's sole cost, and at no cost to, and to the reasonable satisfaction of MDOT.

XII. **Notice.**

Notification will be directed to the following parties:

If to MDOT: Michigan Department of Transportation Detroit TSC Manager Utilities and Permits Engineer Detroit TSC 1060 West Fort Street Detroit, MI 48226 (313) _____ Email:	If to GLWA: Chief Executive Officer Great Lakes Water Authority 735 Randolph, Suite 1900 Detroit, MI 48226 (313) 964-9390 Email: ceo@glwater.org
With Copies to GSA and CBP: Service Center Director Michigan Property Management Operations Branch GSA/PBS Northern Service Center Operations Division Great Lakes Region 985 Michigan Avenue, Room F306 Detroit, MI 48226 (313) 317-9660 Email:	

XIII. **Notice of GHIB Project Work.**

Except in an emergency, MDOT shall provide GLWA with plans and specifications for GHIB Project work occurring within the Public Utility Easements at least 30 days before the earlier of when (a) work is scheduled to begin or (b) the GHIB Project work affects GLWA's Facilities.

XIV. **Cost Reimbursement.**

In addition to any protection afforded by any policy of insurance, GLWA agrees to reimburse the State of Michigan, the Michigan State Transportation Commission, MDOT and its officers, agents, and employees, for any costs incurred because of:

- a. Any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the GLWA in connection with this Agreement; and
- b. Any and all claims resulting from GLWA's acts or omissions which cause (i) injuries to, or death of, any and all persons, (ii) loss of or damage to property, or (iii) environmental damage including degradation, response and cleanup (including attorney fees or other related costs), except for any and all claims resulting from the sole negligence or willful acts or omissions of MDOT, the State of Michigan and/or the Michigan State Transportation Commission; and
- c. Any and all claims arising out of or relating to GLWA's acts of negligence within the Property.

XV. Interpretation.

Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. This Agreement shall be construed to give effect to its terms without any presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either party. Each party to this Agreement has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement.

XVI. No Special Relationship.

None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture or employer-employee or fiduciary relationship between or among any of the parties in their respective businesses or otherwise or cause any of them to be considered partners, joint venturers, members of any joint or common enterprise, employer-employee, or fiduciaries.

XVII. Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

XVIII. Waiver.

No failure of any party to exercise any right or power hereunder or to insist upon strict compliance by any other party with any terms, covenants, or conditions of this Agreement and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the right of any party to demand exact compliance with the terms of this Agreement.

XIX. Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

XX. Governmental Immunity.

This Agreement does not constitute of waiver of GLWA's or MDOT's immunity defenses to alleged tort liabilities.

XXI. Amendment.

The terms and conditions of this Agreement shall not be amended in any manner except by a written instrument, duly executed by GLWA and MDOT.

XXII. Transfer Taxes.

This Agreement is exempt from state and county transfer taxes pursuant to M.C.L. § 207.505(h)(i) and 207.526(h)(i).

XXIII. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

XXIV. Merger.

This Agreement, together with all schedules and exhibits attached hereto, reflects the entire agreement and understanding of the parties with respect to the matters set forth herein.

XXV. Breach; Notice.

If any party breaches any of its obligations under this Agreement, the other party shall be entitled to any remedy available at law or in equity, including specific performance.

In addition, in the event GLWA breaches any of its obligations under this Agreement, MDOT may give notice to GLWA of such breach. If GLWA has not remedied the breach within ten (10) business days, MDOT may forthwith remedy the breach without being liable for any damages caused thereby and may bill its reasonable expenses for so doing to GLWA. Notwithstanding the foregoing, in the case of an emergency where the breach may result in an immediate risk to human health and safety, the GHIB Project or the environment, MDOT may take immediate corrective action at GLWA's cost.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

STATE OF MICHIGAN,
DEPARTMENT OF TRANSPORTATION

By: _____
Print name: _____
Its: _____
Date: _____

GREAT LAKES WATER AUTHORITY

By: _____
Print name: _____
Its: _____
Date: _____

Approved as to Form by
GLWA General Counsel:

This instrument was drafted by:
Mary A. Waddell, Esq.
Michigan Dept. of Attorney General
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

When recorded, return to:
Mary A. Waddell, Esq.
Michigan Dept. of Attorney General
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

17258452

EXHIBIT A

GHIB Project Boundaries

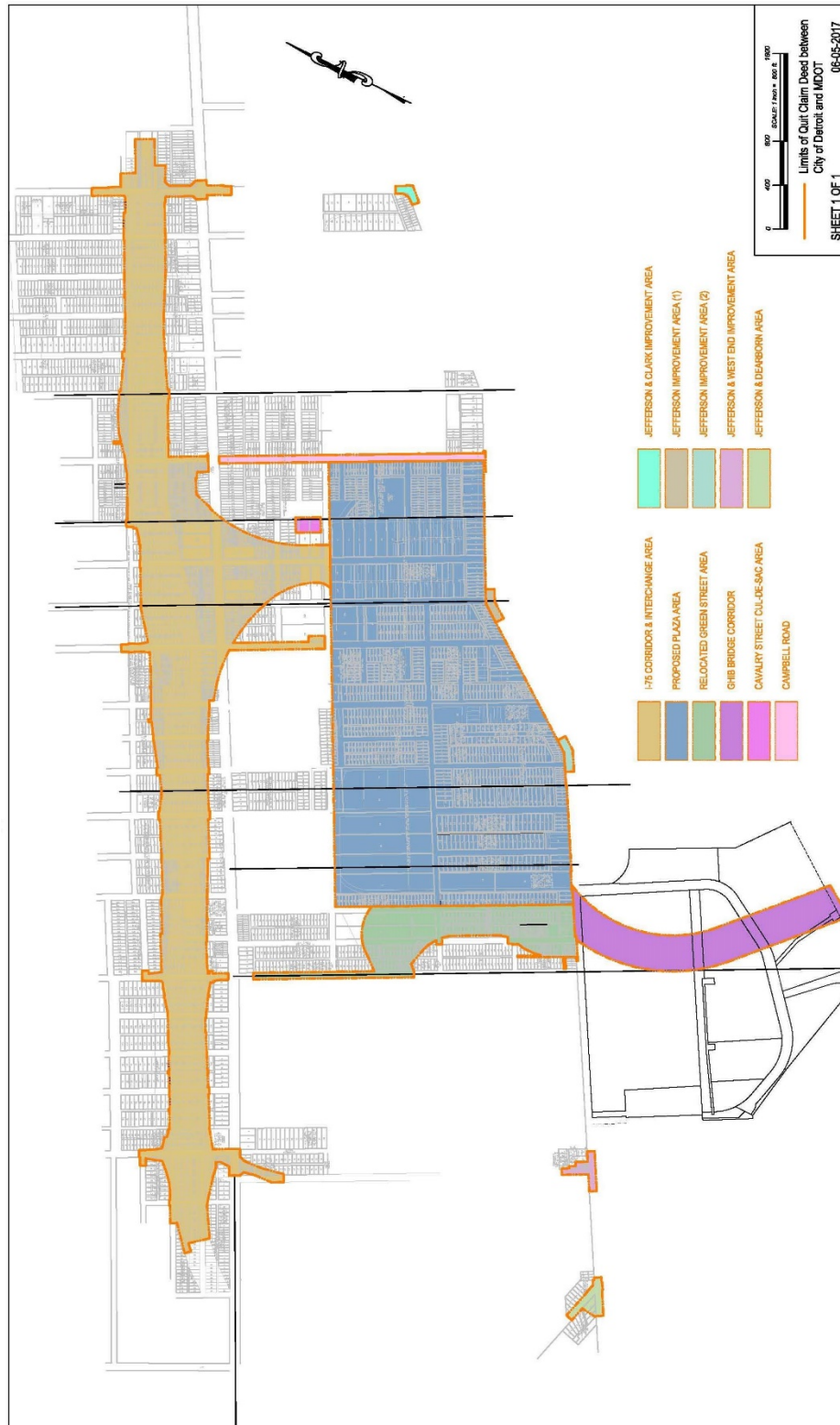
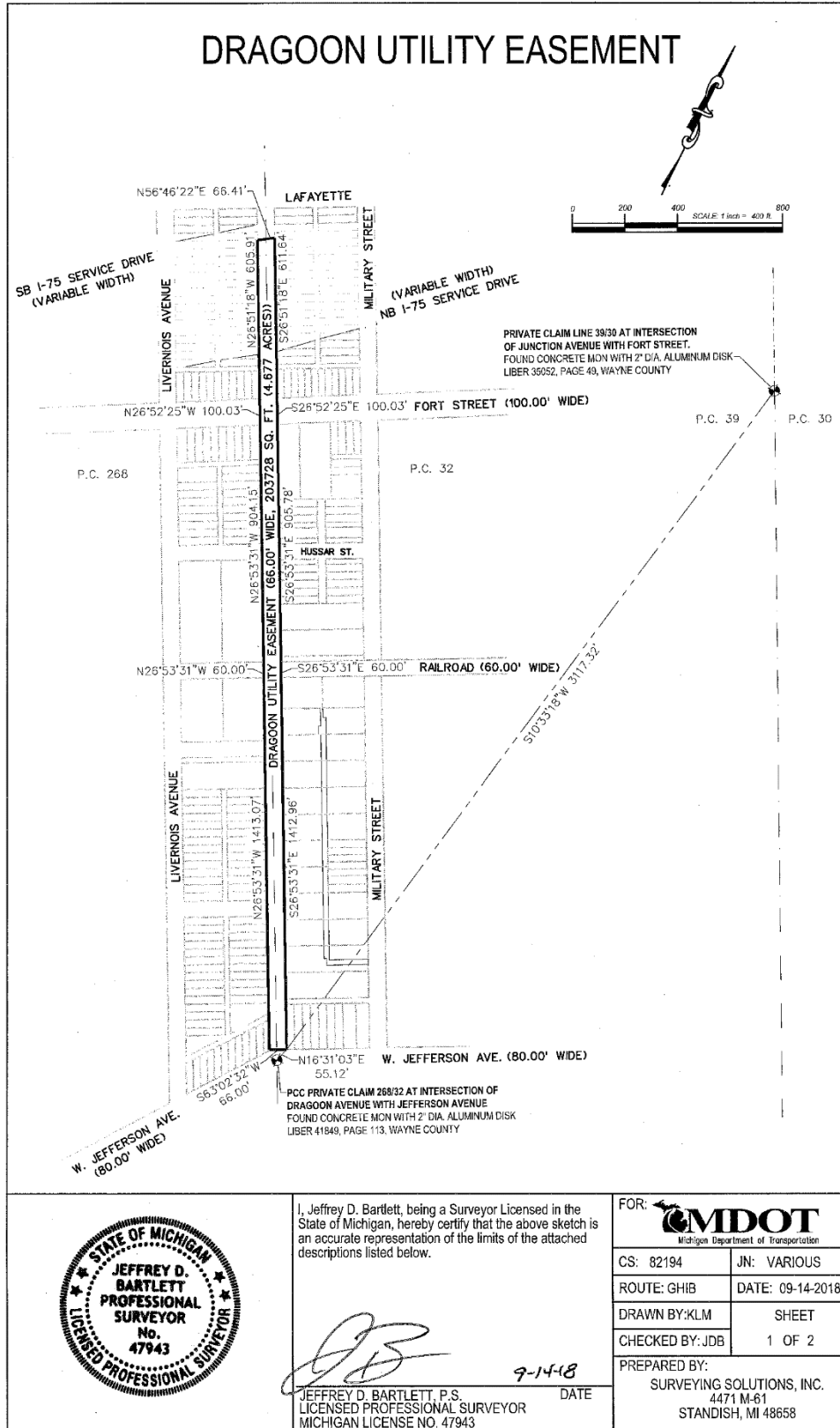


EXHIBIT B

Public Utility Easements




DRAGOON UTILITY EASEMENT

DRAGOON UTILITY EASEMENT DESCRIPTION

An easement for utility purposes (66.00 feet wide), being part of Private Claim 268 and part of Private Claim 32, City of Detroit, Wayne County, Michigan, between West Jefferson Avenue (80.00 feet wide) and the Southerly Right of Way of Southbound I-75 Service Drive, described as follows:

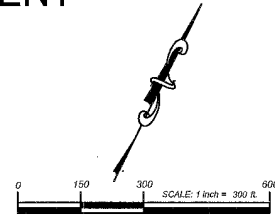
Beginning at a point located at the intersection of Northwesterly Right of Way line of West Jefferson Avenue (80.00 feet wide) with the Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide), said point being located N.16°-31'-03"E., 55.12 feet from a corner on the line common to Private Claim 268 and Private Claim 32 located at the intersection of the centerline of Dragoon Avenue with the centerline of West Jefferson Avenue as recorded in Liber 41849, Page 113, said point also being S.10°-33'-18"W., 3117.32 feet from a corner on the line common to Private Claim 39 and Private Claim 30 located at the intersection of the centerline of Junction Avenue with the centerline of Fort Street as recorded in Liber 35052, Page 49; thence S.63°-02'-32"W., 66.00 feet along the Northwesterly Right of Way line of West Jefferson Avenue (80.00 feet wide) to the Southwesterly Right of Way line of Dragoon Avenue (66.00 feet wide); thence N.26°-53'-31"W., 1413.07 feet along said Southwesterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Southeasterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide); thence continuing N.26°-53'-31"W., 60.00 feet along said Southwesterly Right of Way line of Dragoon Avenue to the Northwesterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide); thence continuing N.26°-53'-31"W., 904.15 feet along said Southwesterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Southeasterly Right of Way line of Fort Street (100.00 feet wide); thence N.26°-52'-25"W., 100.03 feet along said Southwesterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Northwesterly Right of Way line of Fort Street (100.00 feet wide); thence N.26°-51'-18"W., 605.91 feet along said Southwesterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Southbound I-75 Service Drive (variable width); thence N.56°-46'-22"E., 66.41 feet to the Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide); thence S.26°-51'-18"E., 611.64 feet along said Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Northwesterly Right of Way line of Fort Street (100.00 feet wide); thence S.26°-52'-25"E., 100.03 feet along said Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Southeasterly Right of Way line of Fort Street (100.00 feet wide); thence S.26°-53'-31"E., 905.78 feet along said Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Northwesterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide); thence continuing S.26°-53'-31"E., 60.00 feet along said Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the Southeasterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide); thence continuing S.26°-53'-31"E., 1412.96 feet along said Northeasterly Right of Way line of Dragoon Avenue (66.00 feet wide) to the **Point of Beginning**, containing 203728 square feet (4.677 acres), more or less.



FOR:  Michigan Department of Transportation	
CS: 82194	JN: VARIOUS
ROUTE: GHIB	DATE: 09-14-2018
DRAWN BY: KLM	SHEET
CHECKED BY: JDB	2 OF 2
PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MI 48658	

POST UTILITY EASEMENT

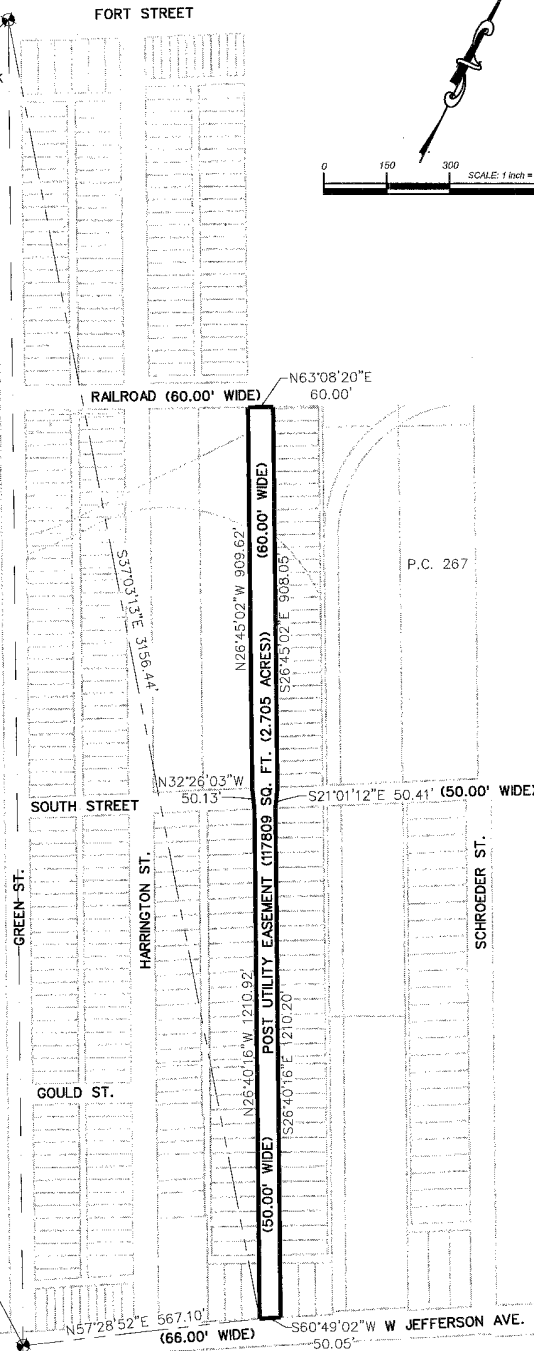
PRIVATE CLAIM LINE 67/267 AT INTERSECTION
OF GREEN STREET WITH FORT STREET.
FOUND CONCRETE MON WITH 2" DIA. ALUMINUM DISK
LIBER 35052, PAGE 51, WAYNE COUNTY



P.C. 67

P.C. 267

PRIVATE CLAIM LINE 67/267 AT INTERSECTION
OF GREEN STREET WITH W. JEFFERSON AVENUE.
FOUND CONCRETE MON WITH 2" DIA. ALUMINUM DISK
LIBER 37079, PAGE 46, WAYNE COUNTY



I, Jeffrey D. Bartlett, being a Surveyor Licensed in the State of Michigan, hereby certify that the above sketch is an accurate representation of the limits of the attached descriptions listed below.

[Signature] 9-14-18
JEFFREY D. BARTLETT, P.S.
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47943

FOR: **MDOT**
Michigan Department of Transportation

CS: 82194	JN: VARIOUS
ROUTE: GHIB	DATE: 09-14-2018
DRAWN BY: KLM	SHEET
CHECKED BY: JDB	1 OF 2

PREPARED BY:
SURVEYING SOLUTIONS, INC.
4471 M-61
STANDISH, MI 48658

POST UTILITY EASEMENT

POST UTILITY EASEMENT DESCRIPTION

An easement for utility purposes (variable width), being part of Private Claim 267, City of Detroit, Wayne County, Michigan, between West Jefferson Avenue (66.00 feet wide) and the Norfolk Southern Railroad/Conrail Railroad (60.00 feet wide) described as follows: **Beginning** at a point located at the intersection of Northwestern Right of Way line of West Jefferson Avenue (66.00 feet wide) with the Southwesterly Right of Way line of Post Avenue (50.00 feet wide), said point being located N.57°-28'-52"E., 567.10 feet from a corner on the line common to Private Claim 67 and Private Claim 267 located at the intersection of the centerline of Green Street with the centerline of West Jefferson Avenue as recorded in Liber 37079, Page 46, said point also being S.37°-03'-13"E., 3156.44 feet from a corner on the line common to Private Claim 67 and Private Claim 267 located at the intersection of the centerline of Green Street with the centerline of Fort Street as recorded in Liber 35052, Page 51; thence N.26°-40'-16"W., 1210.92 feet along the Southwesterly Right of Way line of Post Street (50.00 feet wide) to the Southeasterly Right of Way line of South Street (50.00 feet wide); thence N.32°-26'-03"W., 50.13 feet to the Northwestern Right of Way line of South Street (50.00 feet wide) and the Southwesterly Right of Way line of Post Street (60.00 feet wide); thence N.26°-45'-02"W., 909.62 feet along said Southwesterly Right of Way line of Post Street (60.00 feet wide) to the Southeasterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide); thence N.63°-08'-20"E., 60.00 feet along said Southeasterly Right of Way line of the Norfolk Southern Railroad/Conrail Railroad-formerly known as Norfolk & Western/Chesapeake & Ohio Railroad-formerly known as Wabash Railroad (60.00 feet wide) to the Northeasterly Right of Way line of Post Street (60.00 feet wide); thence S.26°-45'-02"E., 908.05 feet along said Northeasterly Right of Way line of Post Street (60.00 feet wide) to the Northwestern Right of Way line of South Street (50.00 feet wide); thence S.21°-01'-12"E., 50.41 feet to said Southeasterly Right of Way line of South Street (50.00 feet wide) and the Northeasterly Right of Way line of Post Street (50.00 feet wide); thence S.26°-40'-16"E., 1210.20 feet along said Northeasterly Right of Way line of Post Street (50.00 feet wide); thence S.60°-49'-02"W., 50.05 feet along said Northwestern Right of Way line of West Jefferson Avenue (66.00 feet wide) to the **Point of Beginning**, containing 117809 square feet (2.705 acres), more or less.



9-14-18


FOR: 	
CS: 82194	JN: VARIOUS
ROUTE: GHIB	DATE: 09-14-2018
DRAWN BY: KLM	SHEET
CHECKED BY: JDB	2 OF 2
PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MI 48658	

EXHIBIT C

Form of Quit Claim Deed

QUIT CLAIM DEED

Great Lakes Water Authority, a Michigan public body corporate, of 735 Randolph, Suite 1900, Detroit, Michigan 48226 ("Grantor"), quit claims to the Michigan Department of Transportation and to its successors in office and assigns, whose address is 425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909 ("Grantee"), any and all rights, title, estates, or interests, whether beneficial or possessory, that Grantor may have to the parcels located in the City of Detroit, Wayne County, Michigan, as described in the attached Exhibit A together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise pertaining thereto for the sum of One Dollar (\$1.00) and other good and valuable consideration.

This deed is dated as of _____, 2018.

GRANTOR:

GREAT LAKES WATER AUTHORITY,
a Michigan public body corporate

By: _____
Name:
Title:

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2018 by _____, not individually, but as _____, of Great Lakes Water Authority, a Michigan public body corporate.

Print: _____
Notary Public, Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: _____

This instrument was drafted by:

When recorded, return to:
Mary A. Waddell,
Michigan Dept of Attorney General
425 W. Ottawa St., PO Box 30050
Lansing, Michigan 48909-7550

Exempt from transfer tax pursuant to MCL §207.505(a) and MCL §207.526(a).

Exhibit A

Bridge Approach Area

Lands located in Private Claims 67 and 267 and adjoining lands, bottomlands and air space extending across the Detroit River to the International Boundary Line between the United States of America and Canada, in the City of Detroit, Wayne County, Michigan, described as follows:

Beginning at a point on the Westerly Right of Way line of Springwells Court, said point being S29°10'18"E, 9.96 feet along said Westerly right of way line of Springwells Court, from the intersection of the Southerly right of way line of West Jefferson Avenue and the Westerly right of way line of Springwells Court; said point also being N64°23'18"E, 689.61 feet from the intersection of the Easterly line of Private Claim 67 and the Westerly line of Private Claim 267 with the centerline of West Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records, said point also being S39°00'11"E, 3250.28 feet from the intersection of the Easterly line of Private Claim 67 and the Westerly line of Private Claim 267 with the centerline of Fort Street as recorded in Liber 35052, Page 51, Wayne County Records, said point being on a curve to the left and also being the point of beginning of a limited access right of way line (restricting all ingress and egress) for the Gordie Howe International Bridge; thence Southeasterly 1354.88 feet along the arc of a 1154.34 feet radius curve to the left, having a chord bearing of S13°02'43"E, 1270.94 feet along said limited access right of way line (restricting all ingress and egress) to a point of tangency; thence S46°26'49"E, 1045.48 feet along said limited access right of way line (restricting all ingress and egress), to the Intermediate Traverse Line witnessing the water's edge of the Detroit River, said point hereafter referred to as Point "A"; thence continuing S46°26'49"E, 54 feet more or less, along said limited access right of way line (restricting all ingress and egress), to the water's edge of the Detroit River and the end of said limited access right of way line (restricting all ingress and egress); thence S61°30'31"E, 1168 feet more or less, along a line perpendicular to the thread of the Detroit River and along the Gordie Howe International Bridge Riparian Boundary Line to the International Boundary Line between the United States of America and Canada; thence S21°42'18"W, 303 feet more or less, along said International Boundary Line to the Gordie Howe International Bridge Right of Way line; thence N62°57'36"W, 1234 feet more or less, along Gordie Howe International Bridge Riparian Boundary Line, to the water's edge of the Detroit River and the point of beginning of a limited access right of way line (restricting all ingress and egress); thence continuing along said limited access right of way line, N46°26'49"W, 70 feet more or less to a point on said Intermediate Traverse Line witnessing the water's edge of the Detroit River, said point being located S36°15'20"W, 330.68 feet along said Intermediate Traverse Line, from aforementioned Point 'A'; thence continuing N46°26'49"W, 223.36 feet along said limited access right of way line, to the line common to Lots 3 and 4 of Amended Plat of the Vacated Portions of Lots 13 to 19, inclusive, of William Dwights Subdivision of the Fronts of Private Claims 267, 270 and 268 and the Vacated Portions of Lots 95 to 101, inclusive, of Crawford's Fort Tract, being Private Claim 270, the East part of Private Claim 267, and the West part of Private Claim No. 268, and Parts of Private Claims 67 and 267, of City of Detroit, Wayne County, Michigan, as recorded in Liber 121 of Plats, Page 87, Wayne County Records; thence N59°30'54"W (recorded as N60°56'57"W), 225.37 feet departing from said limited access right of way line (restricting all ingress and egress), along said line common to Lots 3 and 4; thence N73°55'52"W, (recorded N75°21'55"W), 295.28 feet along said line common to Lots 3 and 4 of said Amended Plat, to the Southerly right of way line of Springwells Court, and the Northwesterly line of Lot 3 of said Amended Plat; thence N49°59'20"E (recorded as N48°33'17"E) 59.44 feet along said Southerly

right of way line of Springwells Court, and along said Northwesterly line of Lots 2 and 3 of said Amended Plat; thence Northeasterly 128.46 feet along the arc of a 550.00 feet radius curve to the left, having a chord bearing of N43°17'52"E, 128.17 feet, along said Southerly right of way line of Springwells Court, and along said Northwesterly line of Lot 2 of said Amended Plat to said limited access right of way line (restricting all ingress and egress); thence N46°26'49"W, 388.72 feet along said limited access right of way line (restricting all ingress and egress), to a point of curvature, thence Northwesterly 1919.92 feet along said limited access right of way line (restricting all ingress and egress) and the arc of a 1482.34 feet radius curve to the right, having a chord bearing of N09°20'31"W, 1788.51 feet to a point on the Easterly right of way line of Post Street and the end of said limited access right of way line (restricting all ingress and egress), said point being N26°40'16"W, 0.97 feet along said Easterly right of way line of Post Street, from the Southwesterly corner of Lot 16 of Larned, Duchame and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267 as recorded in Liber 11 of Plats, Page 77, Wayne County Records; thence S26°40'16"E, 288.47 feet along said Easterly right of way line of Post Street (recorded as Louis Avenue) (60 feet wide), to the North right of way line of West Jefferson Street (66 feet wide); thence N60°49'02"E, 124.13 feet (recorded as 124.03 feet) along said North right of way line of West Jefferson Street and the South line of said Larned, Duchame and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267; thence N26°40'46"W, 7.01 feet along said North right of way line of West Jefferson Street and the South line of Larned, Duchame and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267; thence N60°49'02"E, 57.57 feet along said North right of way line of West Jefferson Street (variable width) and the South line of said Larned, Duchame and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267, to a point of non-tangential curvature, said point being on the limited access right of way line (restricting all ingress and egress); thence Southwesterly 137.79 feet along said limited access right of way line (restricting all ingress and egress), and a curve to the left, having a radius of 1154.34 feet and a long chord which bears S23°46'34"W, 137.71 feet to the Point of Beginning.

Together with and including the above described, uplands, all the lands between the Intermediate Traverse Line and the water's edge of the Detroit River and including the appurtenant bottom lands of the Detroit River extending to the International Boundary Line between the United States of America and Canada subject to the use and navigation rights of the public on the Detroit River.

The lands above described including the uplands, the lands between the Intermediate Traverse Line and the USA-Canadian International Boundary Line, and including the riparian bottomlands of the Detroit River contain (30.240 acres), more or less.

Together with and including the air rights above the Detroit River over the above described bottomlands, subject to the use and avigation rights of the public.

Together with an exclusive easement for air rights above the Detroit River for the purpose of constructing, operating and maintaining a Limited Access Highway over the following area more particularly described as:

Commencing at the intersection of an Intermediate Traverse Line witnessing the water's edge of the Detroit River with the line common to Lot 3 and Lot 4 of said Amended Plat, said point being S37°53'25"E 2417.69 feet from the corner on the line common to Private Claim 67 and Private

Claim 267 located at the intersection of West Jefferson Avenue and Green Street as recorded in Liber 37079, Page 46, Wayne County Records; said point also being S71°41'47"E 3242.12 feet from the corner on the line common to Private Claim 11 and Private Claim 718 and the intersection of the centerline of West Jefferson Avenue with the centerline of West End Street as recorded in Liber 37079, Page 44, Wayne County Records; thence S36°15'20"W (recorded as S34°49'17"W), 23.62 feet, along said Intermediate Traverse Line to the westerly line of a proposed Limited Access Right of Way Line (restricting all ingress and egress); thence S46°26'49"E 70 feet more or less along said Limited Access Right of Way Line (restricting all ingress and egress) to the water's edge of the Detroit River and the Point of Beginning; thence S62°57'36"E, 1234 feet more or less along a line perpendicular to the thread of the Detroit River and along the Riparian Boundary Line to the USA-Canadian International Boundary Line; thence S21°42'18"W 378 feet more or less along said International Boundary Line to the Southeasterly extension of said Limited Access Right of Way Line (restricting all ingress and egress); thence N46°26'49"W, 1323 feet more or less along said Limited Access Right of Way Line (restricting all ingress and egress) to the Point of Beginning.

There shall be no right of direct ingress and egress over and across the above described Limited Access Right of Way lines.

Subject to and Together with Transverse Crossing Easement 5 (West Jefferson Avenue), Transverse Crossing Easement 6 (Aggregate Drive) and Transverse Crossing Easement 7 (Springwells Court) as described in the Transverse Crossing Easement Agreement between the City of Detroit and the Michigan Department of Transportation recorded on October 27, 2017 in Liber 54030, Page 30, Wayne County Records.

The above described Bridge Approach Area Legal Description and the described Limited Access Right of Way corridor is based on the Gordie Howe International Bridge and Approach Limited Access Right of Way Alignment line described as follows:

Gordie Howe International Bridge and Approach Limited Access Right of Way Alignment Line Description

The Limited Access Right of Way for the Gordie Howe International Bridge and Approach crosses a parcel of land located in Part of Private Claim 67, Private Claim 267, the "Amended Plat of the Vacated Portions of Lots 13 to 19 inclusive, of William Dwights Subdivision of the Fronts of Private Claims 267, 270 and 268 and the Vacated Portions of Lots 95 to 101, inclusive, of Crawford's Fort Tract, being Private Claim 270, the East Part of Private Claim 267, and the West Part of Private Claim No. 268 and parts of Private Claims 67 and 267", City of Detroit, Wayne County, Michigan, and is described as a 328 foot wide corridor lying 158.00 feet right and 170.00 feet left, measured at right angles of the following described Limited Access Right of Way Alignment Line: Commencing at the Private Claim Corner at the intersection of the Easterly line of Private Claim 67 and the Westerly line of Private Claim 267 with the centerline of Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records; thence S43°10'01"E 3725.39 feet, to a point being the intersection of said Limited Access Right of Way Alignment Line and the International Boundary Line between the United States of America and Canada and the Point of Beginning, said point being S66°11'37"E, 4527.07 feet from the intersection of the Easterly line of Private Claim 11 and the Westerly line of Private Claim 718 with the centerline of

West Jefferson Avenue as recorded in Liber 37079, Page 44, Wayne County Records; thence N46°26'49"W 2132.34 feet to a point of curvature to the right; thence Northwesterly, 1573.67 feet along the arc of a 1312.34 feet radius curve to the right, having a chord bearing N12°05'39"W 1481.07 feet to the Point of Ending said point being N51°11'50"E 628.18 feet from the intersection of the Easterly line of Private Claim 67 and the Westerly line of Private Claim 267 with the centerline of Jefferson Avenue as recorded in Liber 37079, Page 46, Wayne County Records. The Right of Way lines, offset left and right from the above described Limited Access Right of Way Alignment Line, are to be lengthened and/or shortened to extend across the Detroit River to the International Boundary Line between the United States of America and Canada and to the Boundary lines of the Gordie Howe International Bridge Port of Entry (Customs Plaza).

AND

PORT OF ENTRY PLAZA AREA

LEGAL DESCRIPTION

Lands located in Private Claims 267, 270, 268, 32 and 39 in the City of Detroit, Wayne County, Michigan described as follows:

Commencing at a point located at the intersection of the line common to Private Claims 67 and 267 with the centerline of West Jefferson Avenue, recorded in Liber 37079, Page 46, Wayne County Records; thence N.26°-45'-22"W., 33.03 feet along said line common to Private Claims 67 and 267, to the North line of West Jefferson Avenue; thence N60°-49'-02"E., 614.79 feet along said North ROW line of West Jefferson Avenue, to the intersection of said North line of West Jefferson Avenue with the East line of Post Street also being the Southwest corner of Lot 3 of Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267 recorded in Liber 11 of Plats, Page 77, Wayne County Records and the **Point of Beginning**; thence N.26°-40'-16"W., 1210.20 feet along the East ROW line of said Post Street, to the intersection of the East ROW line of Post Street with the South ROW line of South Street, being the Northwest corner of Lot 49 of said Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267; thence N.21°-01'-12"W., 50.41 feet to the intersection of said East ROW line of Post Street with the North ROW line of said South Street being the Southwest corner of Lot 1 of Beards & Kieler's Subdivision of Outlots 11, 20 and the East 30 feet of Outlots 12 and 19 of Wesson's Section of Part of P.C. 267 as recorded in Liber 18 of Plats, Page 42, Wayne County Records; thence N.26°-45'-02"W., 908.05 feet along said East ROW line of Post Street, to the Northwest corner of Lot 0 of said Beards & Kieler's Subdivision of Outlots 11, 20 and the East 30 feet of Outlots 12 and 19 of Wesson's Section of Part of P.C. 267 and the South line of the Norfolk Southern and CSX Railroads (formerly known as Chesapeake & Ohio Railroad); thence N.63°08'-20"E., 117.95 feet along said South line of Norfolk Southern and CSX Railroads, to the West line of Lot 71 of the Plat of the Subdivision of Crawfords Fort Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268 as recorded in Liber 2 of Plats, Page 6, Wayne County Records; thence continuing N.63°-08'-20"E., 707.01 feet along said South line of Norfolk Southern and CSX Railroads, to the West line of Waterman Street; thence continuing N.63°-08'-20"E., 66.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the East ROW line of said Waterman Street and

the West line of Lot 56 of said Plat of the Subdivision of Crawfords Fort Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268; thence continuing N.63°-08'-20"E., 377.75 feet along said South ROW line of the Norfolk Southern and CSX Railroads, to the East line of Lot 57 of said Plat of the Subdivision of Crawfords Fort Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268 and the centerline of South Rademacher Street; thence continuing N.63°-08'-20"E., 33.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the West line of the Plat of Pohl's Subdivision of part of Lots 58, 59 & 60 and Crawford's Subdivision of Lots 62 & 63 of the Subdivision of Crawford's Fort Tract recorded in Liber 3 of Plats, Page 88, Wayne County Records; thence continuing N.63°-08'-20"E., 504.93 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the East line of Lot 51 of said Plat of Pohl's Subdivision of part of Lots 58, 59 & 60 and Crawford's Subdivision of Lots 62 & 63 of the Subdivision of Crawford's Fort Tract and the West ROW line of Crawford Street; thence continuing N.63°-08'-20"E., 66.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the East ROW line of Crawford Street; thence continuing N.63°-08'-20"E., 159.99 feet along said South line of Norfolk Southern and CSX Railroads, to the West line of Daniel Scotten's Subdivision of that Part of Private Claim 268, lying Between Fort Street and Sword Avenue and West of Artillery Avenue of Daniel Scotten's Subdivision of that Part of Private Claim 32 and the Easterly Part of Private Claim 268 Lying Between Fort Street and the River Road as recorded in Liber 492 of Plats, Page 193, Wayne County Records; thence continuing N.63°-08'-20"E., 323.37 feet (recorded as 324.78 feet) along said South ROW line of Norfolk Southern and CSX Railroads, to the East line of said Daniel Scotten's Subdivision of that Part of Private Claim 268, lying Between Fort Street and Sword Avenue and West of Artillery Avenue of Daniel Scotten's Subdivision of that Part of Private Claim 32 and the Easterly Part of Private Claim 268 Lying Between Fort Street and the River Road and the West ROW line of Livernois Avenue (recorded as Artillery Avenue); thence continuing N.63°-08'-20"E., 66.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the East ROW line of said Livernois Avenue (formerly known and recorded as Artillery Avenue) and the West line of Lot 125 of Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road as recorded in Liber 9 of Plats, Page 19, Wayne County Records; thence continuing N.63°-08'-20"E., 317.59 feet (recorded as 317 feet) along said South line ROW of Norfolk Southern and CSX Railroads, to the West ROW line of Dragoon Street; thence continuing N.63°-08'-20"E., 66.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the West line of Lot 127 of said Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road and the East ROW line of said Dragoon Street; thence continuing N.63°-08'-20"E., 316.68 feet (recorded as 317 feet) along said South ROW line of Chesapeake & Ohio Railroad, to the West ROW line of Military Street; thence continuing N.63°-08'-20"E., 66.00 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the East ROW line of said Military Street and the West line of lot 81 of said Daniel Scotten's Subdivision of that part of Private Claim 32 & the East

735.90 feet of Private Claim 268, Lying between Fort Street and the River Road; thence continuing N.63°-08'-20"E., 317.77 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the West ROW line of Cavalry Street; thence continuing N.63°-08'-20"E., 50.00 feet along said South line of Norfolk Southern and CSX Railroads, to the East ROW line of said Cavalry Street; thence continuing N.63°-08'-20"E., 156.14 feet along said South ROW line of Norfolk Southern and CSX Railroads, to the West line of Second Plat Subdivision of part of the Walter Crane Farm Private Claim 39 Between Public Alley South of Fort Street and Harvey Avenue recorded in Liber 18 of Plats. Page 26, Wayne County Records; thence continuing N.63°-08'-20"E., 340.03 feet along said South line of Norfolk Southern and CSX Railroads, to a point on the North line of Lot 242 of said Second Plat Subdivision of part of the Walter Crane Farm Private Claim 39 Between Public Alley South of Fort Street and Harvey Avenue and the West ROW line of Proposed Campbell Street, said point being S.26°-40'-20"E., 1062.96 feet and S.63°-08'-20"W., 644.72 feet from the corner common to P.C. 30 and P.C. 39 recorded in Liber 35052, Page 49, Wayne County Records; thence S.24°-31'-37"E., 326.77 feet along said West ROW line of Proposed Campbell Street; thence S.21°-49'-45"E., 59.73 feet continuing along said West ROW line of Proposed Campbell Street; thence S.17°-19'-06"E., 166.84 feet continuing along said West ROW line of Proposed Campbell Street; thence S.26°-37'-53"E., 856.16 feet continuing along said West ROW line of Proposed Campbell Street; thence S.24°-20'-15"W., 6.81 feet along said West ROW line of Proposed Campbell Street, to a point on the North ROW line of said West Jefferson Avenue (recorded as Woodbridge Street), said point being S.63°-02'-32"W., 695.04 feet and N.26°-38'-43"W., 40.00 feet from the corner common to P.C. 30 and P.C. 39. recorded in Liber 41849, Page 143, Wayne County Records; thence S.63°-02'-32"W., 440.92 feet along said North ROW line of West Jefferson Avenue and the South line of the Plat of the Subdivision of the Walter Crane Farm recorded in Liber 5 of Plats, Page 29, Wayne County Records to said East ROW line of Cavalry Street; thence continuing S.63°-02'-32"W., 50.00 feet along said North ROW line of West Jefferson Avenue to said West ROW line of Cavalry Street; thence continuing S.63°-02'-32"W., 317.47 feet along said North ROW line of West Jefferson Avenue and the South line of said Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road, to said East line of Military Street; thence continuing S.63°-02'-32"W., 66.00 feet along said North ROW line of West Jefferson Avenue and said South line of Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road to said West line of Military Street; thence continuing S.63°-02'-32"W., 316.52 feet (recorded as 317 feet) along said North ROW line of West Jefferson Avenue and said South line of Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road to said East ROW line of Dragoon Street; thence continuing S.63°-02'-32"W., 66.00 feet to said West ROW line of Dragoon Street; thence S.26°-53'-31"E., 2.71 feet along said West line of Dragoon Street to said North ROW line of West Jefferson Avenue; thence S.36°-21'-16"W., 355.86 feet (recorded as 355 feet) along said North line of West Jefferson Avenue and said South line of Daniel Scotten's Subdivision of that part of Private Claim 32 & the

East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road to said East line of Livernois Avenue (recorded as Artillery Avenue); thence continuing S.36°-21'-16"W., 73.92 feet along said North line of West Jefferson Avenue and said South line of Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road to said West ROW line of Livernois Avenue (recorded as Artillery Avenue); thence continuing S.36°-21'-16"W., 365.51 feet (recorded as 363.75 feet) along said North line of West Jefferson Avenue and said South line of Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road to the West line of said Daniel Scotten's Subdivision of that part of Private Claim 32 & the East 735.90 feet of Private Claim 268, Lying between Fort Street and the River Road and the East line of Eleonore Rohnert's Crawford Avenue Subdivision of Lots 81 & 82 of Crawford's Fort Tract Subdivision of P.C.s 267, 268 and 270 as recorded in Liber 44 of Plats, Page 69, Wayne County Records; thence continuing S.36°-21'-16"W., 177.32 feet (recorded as 176.24 feet) along said North line of West Jefferson Avenue and said South line of said Eleonore Rohnert's Crawford Avenue Subdivision of Lots 81 & 82 of Crawford's Fort Tract Subdivision of P.C.s 267, 268 and 270, to said East ROW line of Crawford Street; thence continuing S.36°-21'-16"W., 73.98 feet along said North ROW line of West Jefferson Avenue to said West ROW line of Crawford Street; thence continuing S.36°-21'-16"W., 176.05 feet along said North ROW line of West Jefferson Avenue and said South line of the Plat of the Subdivision of Crawfords Fort Tract being Private Claim No. 270, the East Part of Private Claim No. 267 and the West Part of Private Claim No. 268, to the East line of Gorman's Subdivision of Lot A, B, 1 and 2, of Johanna Hennesey's Plat of O.L. 84 & 79 of Crawford's Subdivision of Fort Tract being in P.C.'s 270, 267 & 268 as recorded in Liber 23 of Plats, Page 18, Wayne County Records; thence continuing S.36°-21'-16"W., 85.08 feet (recorded as 87 feet) along said North line of West Jefferson Avenue and said South line of Gorman's Subdivision of Lot A, B, 1 and 2, of Johanna Hennesey's Plat of O.L. 84 & 79 of Crawford's Subdivision of Fort Tract being in P.C.'s 270, 267 & 268, to the East ROW line of Reid Street (recorded as Jerome Street); thence continuing S.36°-21'-16"W., 44.86 feet along said North ROW line of West Jefferson Avenue and said South line of Gorman's Subdivision of Lot A, B, 1 and 2, of Johanna Hennesey's Plat of O.L. 84 & 79 of Crawford's Subdivision of Fort Tract being in P.C.'s 270, 267 & 268, to the West ROW line of said Reid Street (recorded as Jerome Street) ; thence continuing S.36°-21'-16"W., 85.09 feet (recorded as 85.28 feet) along said North ROW line of West Jefferson Avenue and said South line of Gorman's Subdivision of Lot A, B, 1 and 2, of Johanna Hennesey's Plat of O.L. 84 & 79 of Crawford's Subdivision of Fort Tract being in P.C.'s 270, 267 & 268, to the East line of Ratigan's Subdivision of Lots 85 & 86 of Crawford's Subdivision of the Fort Tract as recorded in Liber 21 of Plats, Page 22, Wayne County Records; thence continuing S.36°-21'-16"W., 92.25 feet along said North ROW line of West Jefferson Avenue and said South line of said Ratigan's Subdivision of Lots 85 & 86 of Crawford's Subdivision of the Fort Tract; thence S.60°-49'-02"W., 82.63 feet along said North ROW line of West Jefferson Avenue and said South line of Ratigan's Subdivision of Lots 85 & 86 of Crawford's Subdivision of the Fort Tract, to said East ROW line of Rademacher Avenue; thence continuing

S.60°-49'-02"W., 50.05 feet along said North ROW line of West Jefferson Avenue and said South line of Ratigan's Subdivision of Lots 85 & 86 of Crawford's Subdivision of the Fort Tract, to said West ROW line of Rademacher Avenue; thence continuing S.60°-49'-02"W., 165.75 feet (recorded as 165.25 feet) along said North ROW line of West Jefferson Avenue and said South line of Ratigan's Subdivision of Lots 85 & 86 of Crawford's Subdivision of the Fort Tract, to the East line of the Subdivision of Lots No. 76 and 87, Crawford's Subdivision of the Fort Tract as recorded in Liber 1 of Plats, Page 284, Wayne County Records; thence S.26°47'34"E., 7.01 feet along said East line of the Subdivision of Lots No. 76 and 87, Crawford's Subdivision of the Fort Tract, to said North ROW line of West Jefferson Avenue and the South line of said Subdivision of Lots No. 76 and 87, Crawford's Subdivision of the Fort Tract; thence S.60°-49'-02"W., 186.44 feet (recorded as 186 feet) along said North ROW line of West Jefferson Avenue and said South line of said Subdivision of Lots No. 76 and 87, Crawford's Subdivision of the Fort Tract, to said East ROW line of Waterman Street; thence continuing S.60°-49'-02"W., 66.06 feet along said North ROW line of West Jefferson Avenue, to said West ROW line of Waterman Street; thence continuing S.60°-49'-02"W., 170.51 feet (recorded as 169.97 feet) along said North ROW line of West Jefferson Avenue and the South line of Driggs and Adams Subdivision of Lots 75 and 88 of Crawfords Fort Tract being Private Claim 270, the East Part of Private Claim 267 and the West Part of Private Claim 268 as recorded in Liber 9 of Plats, Page 23, Wayne County Records to the East line of Schroeder's Subdivision of Lots 74 & 89 of Crawfords Fort Tract being parts of Private Claims 270, 267 and 268 as recorded in Liber 8 of Plats, Page 85, Wayne County Records; thence continuing S.60°-49'-02"W., 150.58 feet (recorded as 150.10 feet) along said North ROW line of West Jefferson Avenue and the South line of said Schroeder's Subdivision of Lots 74 & 89 of Crawfords Fort Tract being parts of Private Claims 270, 267 and 268, to the East line of Schroeder Street; thence continuing S.60°-49'-02"W., 60.06 feet on said North line of West Jefferson Avenue and the South line of said Schroeder's Subdivision of Lots 74 & 89 of Crawfords Fort Tract being parts of Private Claims 270, 267 and 268, to the West ROW line of said Schroeder Street and the East line of Schroeders Subdivision of Lots 73 & 90 Crawfords Subdivision of Fort Tract being part of Private Claim 267 and 270 as recorded in Liber 7 of Plats, Page 300, Wayne County Records; thence continuing S.60°-49'-02"W., 150.17 feet (recorded as 150.05 feet) along said North ROW line of West Jefferson Avenue and the South line of said Schroeders Subdivision of Lots 73 & 90 Crawfords Subdivision of Fort Tract being part of Private Claim 267 and 270, to the West line of said Schroeders Subdivision of Lots 73 & 90 Crawfords Subdivision of Fort Tract being part of Private Claim 267 and 270; thence N.26°-41'-33"W., 7.01 feet along said West line of Schroeders Subdivision of Lots 73 & 90 Crawfords Subdivision of Fort Tract being part of Private Claim 267 and 270; to the South line of said Plat of the Subdivision of Crawfords Fort Tract, being Private Claim No 270, the East Part of Private Claim No 267 and the West Part of Private Claim No 268 and said North ROW line of West Jefferson Road; thence S.60°-49'-02"W., 180.24 feet along said North ROW line of West Jefferson Avenue and the South line of said Plat of the Subdivision of Crawfords Fort Tract, being Private Claim No 270, the East Part of Private Claim No 267 and the West Part of Private Claim No 268, to the East line of said Larned,

Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267; thence S.26°-40'-46"E., 7.01 feet along East line of said Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267, to the South line of said Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267 and said North ROW line of West Jefferson Avenue; thence S.60°-49'-02"W., 124.13 feet (recorded as 124.03 feet) along said North line of West Jefferson Avenue and the South line of said Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267, to said East ROW line of Post Street and the **Point of Beginning**; containing 164.30 acres of land, more or less.

AND

SOUTH STREET ENTRANCE AREA

LEGAL DESCRIPTION

Lands located in Private Claim 267 in the City of Detroit, Wayne County, Michigan described as follows:

Beginning at a point being the intersection of the North line of South Street and the East line of Post Street (recorded as Louis Avenue), being the Southwest corner of Lot 1 of Beards & Kieler's Subdivision of Outlots 11, 20 and the East 30 feet of Outlots 12 and 19 of Wesson's Section of Part of P.C. 267 as recorded in Liber 18 of Plats, Page 42, Wayne County Records; thence S.21°-01'-12"E., 50.41 feet to the intersection of the South ROW line of South Street and the East ROW line of Post Street, being the Northwest corner of Lot 49 of Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267 as recorded in Liber 11 of Plats, Page 77, Wayne County Records; thence S.61°-38'-11"W., 50.02 feet to the intersection of the South ROW line of South Street and the West ROW line of Post Street, being the Northeast corner of Lot 50 of said Larned, Ducharme and Schmit's Subdivision of Lots 1, 2, 8, 9 and 10 of Wesson's Section of P.C. 267; thence S.51°-47'-45"W., 69.30 feet to the East ROW line of Relocated Green Street; thence N.54°-26'-35"W., 68.85 feet on said East ROW line of Relocated Green Street to a point on the North ROW line of South Street, being the South line of Lot 12 of Wesson's Section of P.C. 267 as recorded in Liber 1, Page 187, Wayne County Records; thence N.61°-38'-11"E., 155.01 feet on said North line of South Street to the **Point of Beginning**; containing 0.17 acres of land, more or less.