AGREEMENT AND GRANT OF PERMANENT EASEMENT FOR RELIEF SEWER

THIS AGREEMENT AND GRANT OF PERMANENT EASEMENT FOR RELIEF SEWER ("Agreement") is made and entered into on this _____ day of _____, 2025, by and between GREAT LAKES PETROLEUM TERMINAL LLC, a Michigan limited liability company, whose address is 12500 Stocker Street, Detroit, Michigan 48217 ("Grantor"), and the GREAT LAKES WATER AUTHORITY, a Michigan municipal authority and public body corporate, located at 735 Randolph, Suite 1900, Detroit, Michigan 48226 ("Grantee" or "Authority"). Grantor and Grantee are collectively referred to as the "Parties" and each is a "Party."

RECITALS

- A. Grantor is the fee simple owner of that certain parcel of land located in the City of Detroit, Wayne County, Michigan, commonly known as 12500 Stocker St. with Tax Identification Number(s) 20014865, comprising approximately 11.75 +/- acres ("Parent Parcel").
- B. Grantee desires a permanent public utility easement ("Subsurface Easement") for the purpose of constructing, installing, reconstructing, adding to, modifying, repairing, replacing, maintaining, operating, and inspecting an underground relief sewer tunnel ("RST") at Grantee's expense under a portion of the Parent Parcel as depicted and described in the attached Exhibit A ("Subsurface Easement Area") as well as depiction of certain improvements and existing easements and Grantee monitoring points ("Monitoring Points") in the attached Exhibit B. Grantee's RST shall be constructed at a depth to top of pipe of not less than 25 feet below current surface grade elevation and shall not interfere with Grantor's use, infrastructure, utilities, improvements or entitlements. The Subsurface Easement is also referred to as the "Easement", and remains subject to the terms, conditions, rights and restrictions as more specifically set forth herein.
 - C. Grantor agrees to grant the Easement to Grantee; and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Grantor conveys the Easement as set forth herein, in accordance with and subject to the following terms and conditions:

1. Subsurface Easement.

1.1 Grantor hereby grants and conveys to Grantee a nonexclusive Subsurface Easement, so long as the Subsurface Easement is used exclusively for the purposes stated herein, in perpetuity to enter under the Subsurface Easement Area for the purpose of Grantee and Grantee's Representatives, Grantees Representatives shall include Grantee's agents, employees,

contractors and subcontractors, (collectively "Grantee's Representatives"), to construct, install, reconstruct, modify, add to, repair, replace, inspect, operate, and maintain Grantee's RST within the Subsurface Easement Area. The Subsurface Easement shall not be used for any other purpose by or through Grantee.

- 1.2 The RST boring shall commence from a location outside of the Subsurface Easement Area and no excavation or grade work shall take place on the surface of the Parent Parcel (i.e., only Subsurface Work is allowed). Grantor retains the right to use the Parent Parcel, for any purpose, including, but not limited to, buildings, improvements, roadways, parking lots, trees, shrubs, and any other improvements or purpose consistent with Section 1. Further, Grantor's existing improvements located on the Parent Parcel are permitted to remain in their current condition or as may be necessary to repair, remove, relocate or replace, in Grantor's sole discretion so long as Grantor does not interfere with the Subsurface Easement. Grantor's current improvements, all existing improvements and any future improvements on the Parent Parcel being the ("Grantor Improvements").
- 1.3 Grantee covenants (i) that it will not carry out the Subsurface Work or any other construction under the Parent Parcel in a manner that will adversely impact the structural support and integrity of any of the existing Grantor Improvements (including Grantor repairs and replacements to Grantor Improvements) located on the Parent Parcel, (ii) that it will install monitoring equipment in accordance with the GLWA RST geotechnical monitoring plan as depicted in Exhibit B, that will measure for ground movements in the Parent Parcel and immediate vicinity of the RST during construction of the RST and will inform Grantor of any ground movement exceeding action levels as defined in the conformed drawing set depicted in Exhibit B, as provided to Grantor, and (iii) that it will conduct a visual inspection of the RST at least once every three (3) years; Grantee's visual inspection can be completed through the use of a remote camera tool.
- 1.4 Prior to commencement of the Subsurface Work, Grantee shall perform a visual preconstruction crack and damage survey of Grantor's improvements that exist on the Parent Parcel, accompanied by Grantor representative at all times and in compliance with Grantor's access requirements and regulations. Grantee shall collect detailed photographic evidence of the condition of Grantor Improvements and shall provide copies of such photographs and other evidence to Grantor. Grantee shall inform Grantor in advance and in writing of any suspected effect Grantee's Subsurface Work may have on Grantor's Improvements that are revealed through Grantee's visual preconstruction crack and damage survey.
- 1.5 Prior to commencement of the Subsurface Work, Grantee shall obtain an inspection from a certified engineer of the structural condition of the Grantor Improvements and such inspection shall include recommendations, if any, to prevent any structural damage to Grantor's improvements, and, subject to Grantor's prior express written surface site access approval, Grantee shall implement or perform such work in accordance with such recommendations and specifications. The engineer shall be an engineer reasonably approved or selected by Grantor and Grantee and paid for by Grantee.
- 1.6 Immediately after completion of the Subsurface Work, Grantor shall perform an inspection of the Grantor Improvements for damage, at all times accompanied by Grantor's representative and in compliance with Grantor's access requirements and regulations, and Grantee shall repair and restore the Grantor Improvements to the condition in which they existed prior to commencement of the Subsurface Work. Further, Grantee's obligation to repair and restore the Grantor Improvements and all improvements appurtenant at Grantee's cost for any damage that is caused by the Subsurface Work or RST shall remain on an ongoing basis in perpetuity.

2. <u>Consideration</u>. The Permanent Easement is conveyed for the sum of \$13,300.00, payable in full upon execution.

3. Hold Harmless.

- 3.1 Grantee expressly agrees, to the fullest extent permitted by applicable law, to protect, defend, and hold harmless Grantor, its affiliated companies, and the officers, directors, employees, workmen, agents, servants and subcontractors of Grantor and its successors and assigns (all hereinafter referred to as "INDEMNITEES") of, from and against any and all liabilities, claims, losses, suits, actions, judgments, damages (including punitive damages), demands, costs (including reasonable attorneys' fees and other expenses of defense, enforcement and collection), penalties, or other liabilities (hereinafter referred to as "Claims"), because of (a) bodily injury, including death at any time resulting therefrom; or (b) damages to all property, including loss of use thereof and downtime, except to the extent the total liability, loss or damage is attributable to and caused by the sole and exclusive negligence of Grantor, or except to the extent as limited by applicable law.
- 3.2 Grantee agrees, to the fullest extent permitted by applicable law, to indemnify, protect, and hold harmless, Indemnities from and against all claims of any nature, because of: (a) Grantee's violation of or failure to comply with any applicable law, regulation, ordinance, zoning ordinance or applicable building and use restrictions, and Grantee's failure to comply with any and all applicable current and future Federal, State and local laws, and ordinances, restrictions and requirements, without limitation, including environmental laws and regulations and damages for releases of hazardous substances and off-site migration; or (b) a breach by Grantee, its employees, workmen, agents, servants, subcontractors or vendors of any term, provision or warranty contained herein, which occur in connection with the Grantee's Work or use of the Easement.
- 3.3 Grantee's said agreement, to the fullest extent permitted by applicable law, to indemnify, protect, hold harmless and defend as set forth in articles 3.1 and 3.2 above shall not be negated or reduced by virtue of Grantee's insurance carrier's denial of insurance coverage of the occurrence or event which is the subject matter of the claims and/or refusal to defend Grantee or Grantor. In addition, Grantee will pay all costs and expenses, including attorney fees and all other expenses of litigation incurred by Grantor to enforce the foregoing agreement to protect, hold harmless, and defend Grantor or to enforce Grantee's insurance carrier's obligations to Grantor as an additional insured under this agreement, including attorney's fees incurred in enforcement and collection hereunder.
- 3.4 All obligations and liabilities of Grantee hereunder, including, but not limited to the provisions in Section 3 expressly survive the termination of this Agreement.

4. Site Conditions:

4.1. Grantor does not represent or warrant, by the granting of the Easement, that the Parent Parcel is appropriate, safe or suitable for the proposed Easement granted herein, nor does Grantor undertake to make the Permanent Parcel appropriate, safe or suitable for such Easement. Grantee and Grantee's Representatives entry upon the Parent Parcel is at the sole risk and expense of the Grantee and Grantee's Representatives; and Grantor hereby disclaims any representations or warranty of any nature to the contrary. Grantee hereby accepts the Easement in its current "as-is, where-is" condition, including matters related to condition of title, including any and all exceptions to title, easements, utilities, building and use restrictions and Grantee's compliance with all applicable environmental, zoning and building and use restrictions and all applicable current and future Federal, State and local laws, ordinances, restrictions and requirements, without limitation.

- 4.2. Grantee and Grantee's Representatives shall have access to the Parent Parcel, only upon Grantor's advance written approval, in a manner that will not unreasonably interfere with the normal and usual business operations being conducted on the Parent Parcel and Grantee agrees to coordinate access dates and times in writing with Grantor no less than ten (10) business days in advance of such access and Grantor's acknowledged receipt of same, setting forth in reasonable detail the nature and specific location of such access areas, as well as the timing and duration of such requested access ("Access Specifications"). Grantee must request in writing any requested deviations from the Access Specifications, similarly subject to Grantor's written approval timelines and process. Grantor shall implement commercially reasonable efforts to coordinate access, but Grantor may extend the access granting period if necessary, based upon operational requirements. Notwithstanding the above, in the event there is an imminent risk of bodily injury or damage to public property ("Emergency Access"), Grantee and Grantee's Representatives shall have Emergency Access to the Parent Parcel within twenty-four (24) hours of requesting such access from Grantor in writing and Grantor's acknowledged receipt of same, setting forth in reasonable detail the nature and specific location of such access areas, as well as the timing and duration of such requested access ("Access Specifications"). Grantee must request in writing any requested deviations from the Access Specifications, similarly subject to Grantor's written approval timelines and process. Grantee and Grantee's Representatives shall at all times strictly comply with Grantor's regulatory and special operations requirements without the need for separate written specification of same from Grantor in connection with any surface access by Grantee. Grantee's Emergency Access includes ingress and egress on the surface of the Parent Parcel as necessary to locate, repair, replace, maintain, operate, and inspect the RST and appurtenant infrastructure in a commercially reasonable manner so as not to interrupt or interfere with Grantor's operations. Grantee and Grantee's Representatives shall also access the Parent Parcel in a manner reasonably calculated to minimize disturbance to existing site conditions and in a manner that does not damage Grantor's or any existing improvements and infrastructure. Grantor may have a representative present during the period(s) Grantee and Grantee's Representatives accesses the Parent Parcel. After accessing the Parent Parcel, Grantor agrees to restore all areas of the Parent Parcel that were damaged or disturbed by Grantee or Grantee's Representatives to, as nearly as reasonably possible, the same condition as existed on prior to the commencement of the Grantee's Work.
- 4.3 Within one hundred eighty (180) days of final completion of construction, Grantee shall provide Grantor the following as-built location data within 10 cm accuracy and pursuant to Grantor data requirements. Grantee shall obtain, for all new facilities within any excavation area (including drills and bores) within two hundred (200) feet of the Easement:
- a. horizontal and grade elevation data for the RST centerline at intervals of 10 feet along straight segments of pipe and at the endpoints, centerpoints, and elsewise at 5 feet intervals along curved segments of pipe;
 - b. appurtenance (valve, test station, vent, marker, etc.) locations;
 - c. property boundaries, including road right of ways;
 - d. waterways, including culverts and ditches; and
 - e. utility facilities (including all rail, cable, pipe and poles).

Grantee shall provide Grantor a separate shapefile for the RST and Grantee Facilities.

5. The Easement covenants and restrictions contained herein shall run with the land as described herein and binds and benefits the Parties, their successors, and assigns and may be recorded in the records of Wayne County, Michigan. This Agreement may be amended only by a writing mutually agreed to by each of the Parties. This Agreement shall be governed by the laws of the State of Michigan.

- 6. Termination. The Easement shall terminate upon: (a) removal of the RST, (b) failure to structurally maintain the RST by Grantee as demonstrated by the failure of Grantee to commence necessary repairs to the RST within one hundred eighty (180) days, or within sixty (60) days in an emergency imminently threatening life and/or property, of which such repairs shall commence following notice from Grantor of damage to Grantor's facilities as a result of alleged failure to maintain, (c) subsequent mutual consent (d) failure of Grantee to complete installation within ten (10) years from the effective date of this Agreement. Should the Easement be terminated in any manner, Grantee shall, at Grantee's sole cost, completely restore the property as nearly as practicable to the condition existing before the construction of the RST and, at Grantor's option, (i) remove to the extent practicable any of Grantee's improvements or facilities located on the Parent Parcel or (ii) convey all real and personal property on the Parent Parcel to Grantor.
- 7. <u>Insurance</u>. Grantee and Grantee's Representatives agree to procure and maintain insurance coverages with reputable insurers, naming Grantor as additional insured on the policies set forth below (other than the Worker's Compensation Insurance and Employer's Liability Insurance). All insurance policies procured and maintained by Grantee and Grantee's Representatives must be written with insurance companies licensed to do business in the state of Michigan, and carry a rating of A- VII or better as shown in the most current issue of A.M. Best's Key Rating Guide, under forms of policies satisfactory to Grantor, in the kinds and amounts as set forth below:
- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for the Federal Employer's Liability Act.
- (ii) Employer's Liability Insurance to include alternate employer, all states and in rem (if applicable) coverage, in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
- (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal and advertising injury, in rem (if applicable), explosion, blanket contractual liability covering the obligations assumed by Grantee herein and sudden and accidental pollution liability with respect to Grantee and all Grantee related parties.
- (iv) Business Automobile Liability Insurance covering all owned, non-owned (including Grantee's vehicles), leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the Easement area, with limits of not less than \$1,000,000 combined single limit.
- (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described above.
- 8. Grantee and Grantee's Representatives understand that Grantor occupies, uses and possesses lands, and rights-of-way under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Easement shall act as or be deemed to act as any warranty, guaranty, or representation of the quality of Grantor's title for any particular property occupied, used, or enjoyed in any manner by Grantee under any rights created in this Agreement.
- 9. Limited use or nonuse of the rights granted herein by Grantee shall not prevent Grantee's later use of said rights to the full extent herein conveyed.

10. The recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein

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

[Signatures on Following Page]

WHEREFORE, upon approval by the Authority, the undersigned Grantor hereby creates, confirms, and conveys the Permanent Easement described herein.

GRANTOR				
	TROLEUM TERMINA	L, LLC		
a Michigan limited l	iability company			
By:				
Name:				
Its:				
	<u>ACKNO</u>	<u>WLEDGEMENT</u>		
STATE OF OHIO)			
)SS			
COUNTY OF WAY	NE)			
The foregoing	g instrument was ackno	wledged before me on	2025, by	
		the	of	
	, a	on be	half of	
		Notomy Dublic Wayne Co	overty Michigan	
		Notary Public, Wayne County Michigan My Commission Expires		

GRANTEE		
GREAT LAKES WATER AUTHORITY, a Michigan municipal authority and public boo	ly corporate	
By:		
Name:		
Its:		
ACKNOWI	LEDGEMENT	
STATE OF MICHIGAN)		
)SS		
COUNTY OF WAYNE)		
The foregoing instrument was acknowled	edged before me on	2025, by
	the	of
Great Lakes Water Authority, a municipal autl	nority and public body corpora	te.
	Notary Public, Wayne Co My Commission Expires	•
Prepared by and when recorded, return to:		
Great Lakes Water Authority Office of the General Counsel		

Great Lakes Water Authority Office of the General Counsel ATTN: Lavonda Jackson 735 Randolph, Suite 1900 Detroit, Michigan 48226

"EXHIBIT A"

Comprised of Legal Description of Parent Parcel and Subsurface Easement ParcelExceptions

CHECKED

EASEMENT DESCRIPTIONS

EXHIBIT "A"

PARENT PROPERTY DESCRIPTION

PARCEL ID: 20014865 ADDRESS: 12500 STOCKER

AS SHOWN IN SUPPLIED TITLE WORK FROM AMROCK, ORDER NUMBER C000127468-16, DATED DECEMBER 28, 2023.

Land in the City of Detroit, Wayne County, MI, described as follows:

Parcel 1:

A part of Private Claims 61 and 118, Township 2 South, Range 11 East, and further described as follows:

Beginning at the intersection of the Northerly line of Stocker Street being fifty (50) feet in width, with the Easterly line of Private Claim sixty-one (61), thence Northeasterly along the Easterly line of Private Claim sixty one (61) six hundred ninety two and eighty-four hundredths (692.84) feet; thence Easterly through part of Private Claim one hundred eighteen at an angle of twenty 20 degrees twenty (20) minutes from the last described course produced Northeasterly, a distance of two hundred thirty-four and eight tenths (234.8) feet to the harbor line of the River Rouge; thence Northerly along said harbor line a distance of one hundred eighty (180) feet more or less to a point seventy-five (75) feet Easterly measured at right angles from the present Westerly property line of the Michigan Central Railroad Company; thence Southwesterly parallel to said Westerly property line a distance of one thousand (1000) feet more or less to a point in the Northerly line of Stocker Street; the last described course also being seventy-five (75) feet Westerly and parallel to the Easterly line of Private Claim sixty-one (61); thence Southeasterly along said Northerly line of Stocker Street, a distance of seventy-five (75) feet to the point of beginning.

Parcel 2:

All that part of Private Claims 118 and 125, Ecorse Township (now in the City of Detroit), Wayne County, Michigan, bounded on the Northeasterly side by the Rouge River, on the Southeasterly side by lands now or formerly owned by the Pennsylvania-Detroit Railroad, Southerly by the Easterly extension of Southerly line of Stocker Avenue (50 feet wide), on the Westerly side by land now or formerly owned by Michigan Central Railroad, being more particularly described as: Beginning at the intersection of the Southerly line of Stocker (Summit) Avenue (50 feet wide) with the Westerly line of Private Claim 118 (Easterly line of Private Claim 61); thence North 29 degrees East along said Westerly line 743.45 feet to a point; thence North 49 degrees 20 minutes East, 234.8 feet to a point on the harbor line of the Rouge River; thence South 32 degrees 18 minutes East, along said Harbor line, 606.30 feet to a point on the Northwesterly line of land now or formerly owned by the Pennsylvania-Detroit Railroad; thence South 44 degrees 50 minutes West, along said Northwesterly line, 116.15 feet to a point on a curve; thence Southwesterly continuing along said Northwesterly line and the arc of a curve to the right, 604.44 feet to a point, said curve having a radius of 2834.93 feet and a central angle of 12 degrees 12 minutes 58 seconds, the chord of said curve bears South 50 degrees 52 minutes 53 seconds West, and has a length of 603.30 feet, said last mentioned point being on the Easterly extension of the Southerly line of Stocker (Summit) Avenue, said point also being 52 feet Northwesterly measured radially from the centerline of the Westbound track of Wabash Railroad; thence along said Southerly extension North 61 degrees 08 minutes 24 seconds West, 356.87 feet to the point of beginning.

DESCRIPTION FOR EASEMENT

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

A PART OF PRIVATE CLAIMS 61 AND 118, TOWNSHIP 2 SOUTH, RANGE 11 EAST, AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF STOCKER STREET BEING FIFTY (50) FEET IN WIDTH, WITH THE EASTERLY LINE OF PRIVATE CLAIM SIXTY-ONE (61), THENCE NORTH 58 DEGREES 48 MINUTES 36 SECONDS WEST 75.00 FEET ALONG THE NORTH LINE OF SAID STOCKER STREET; THENCE NORTH 30 DEGREES 35 MINUTES 24 SECONDS EAST 25.24 FEET ALONG A LINE WHICH IS PARALLEL WITH THE SAID EASTERLY LINE OF PRIVATE CLAIM 61; THENCE 98.47 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 641.65 FEET AND A LONG CHORD WHICH BEARS SOUTH 49 DEGREES 43 MINUTES 05 SECONDS EAST 98.37 FEET; THENCE SOUTH 31 DEGREES 01 MINUTES 39 SECONDS WEST 20.95 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 50 SECONDS EAST 30.89 FEET; THENCE NORTH 30 DEGREES 30 MINUTES 06 SECONDS EAST 6.21 FEET; THENCE SOUTH 58 DEGREES 46 MINUTES 10 SECONDS EAST 21.79 FEET; THENCE 119.92 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 641.65 FEET AND A LONG CHORD WHICH BEARS SOUTH 35 DEGREES 04 MINUTES 32 SECONDS EAST 119.75 FEET; THENCE NORTH 59 DEGREES 03 MINUTES 01 SECONDS WEST 184.37 FEET; THENCE NORTH 31 DEGREES 25 MINUTES 11 SECONDS EAST 54.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,282 SQ. FEET MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

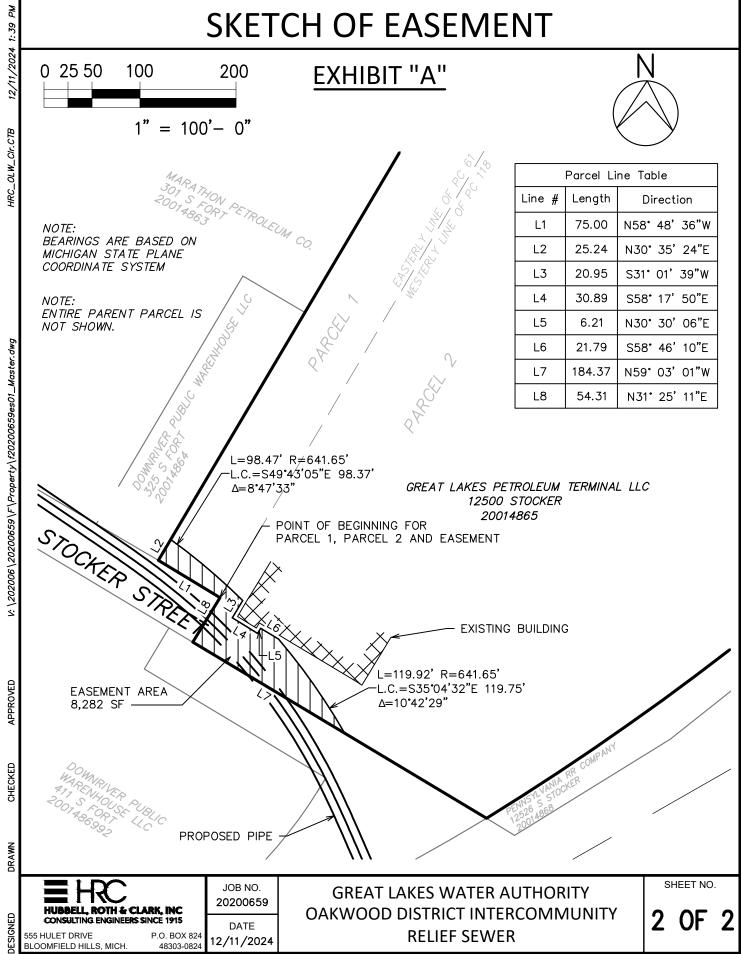


JOB NO. 20200659 DATE

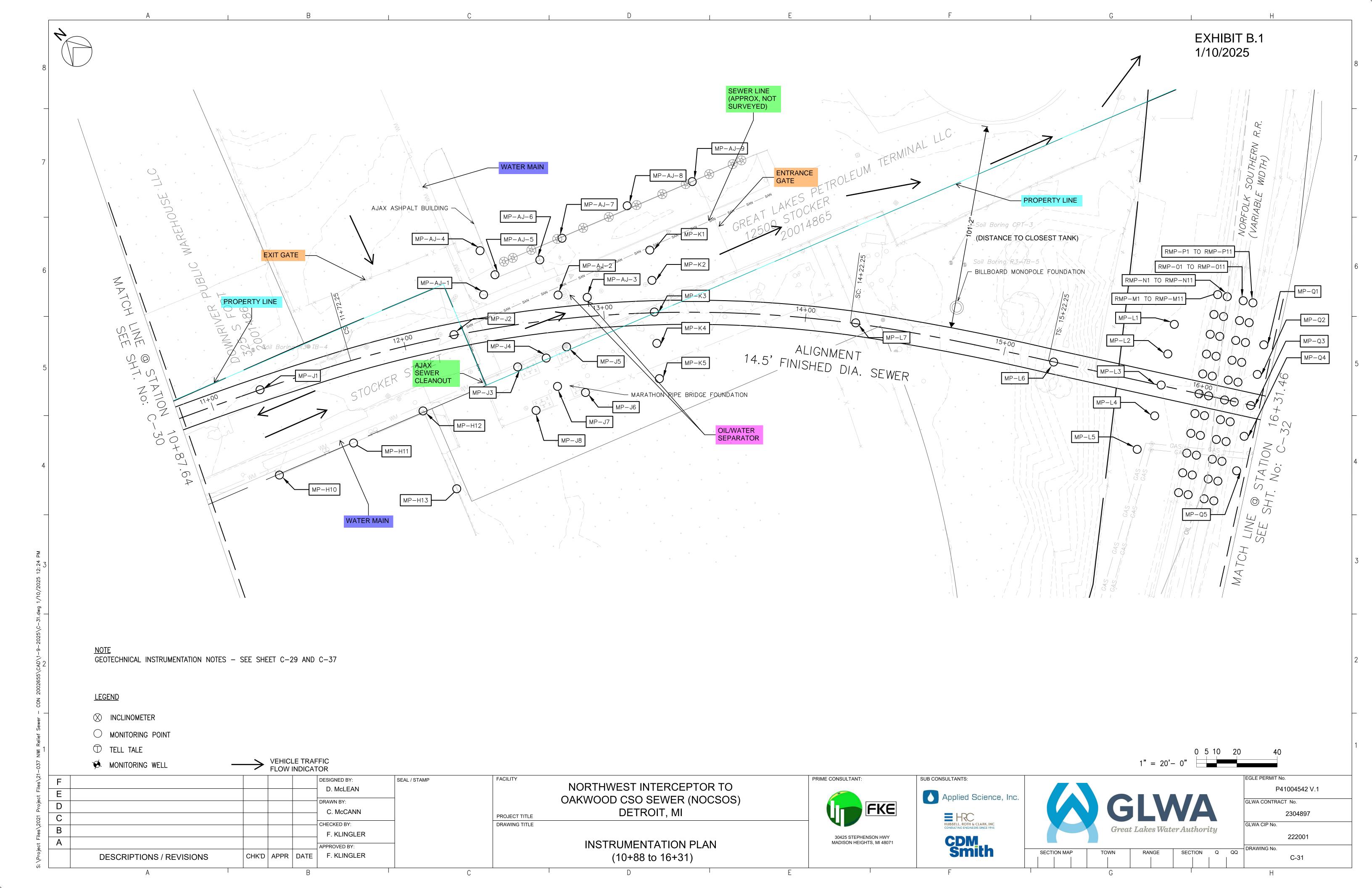
DATE 12/11/2024 GREAT LAKES WATER AUTHORITY
OAKWOOD DISTRICT INTERCOMMUNITY
RELIEF SEWER

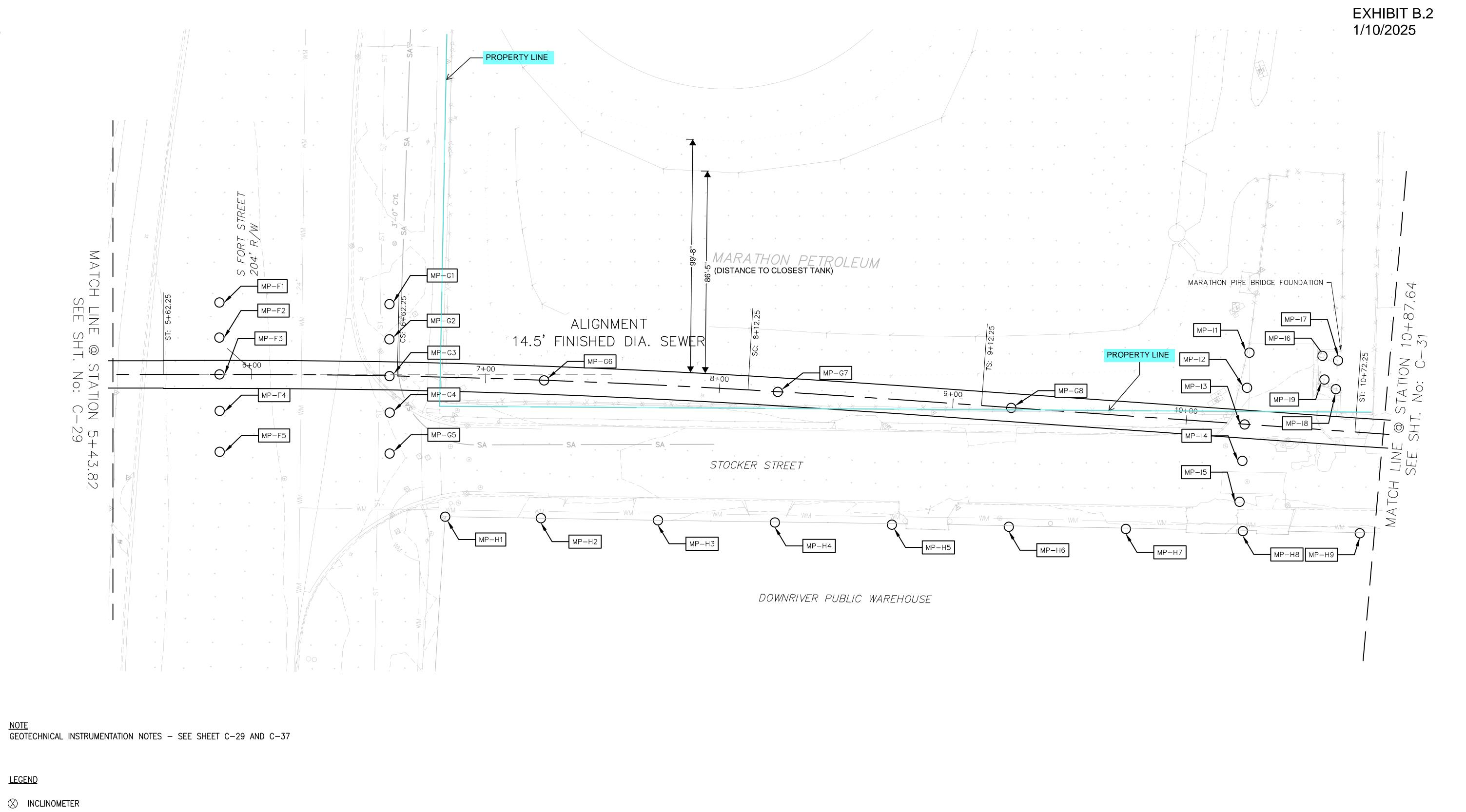
SHEET NO.

1 OF 2



"EXHIBIT B" Depiction of Certain Surface Improvements and Monitoring Points





<u>LEGEND</u>

O MONITORING POINT

igoplus Tell Tale

MONITORING WELL

F E	DESIGNED BY: D. McLEAN	SEAL / STAMP	FACILITY	NORTHWEST INTERCEPTOR TO	PRIME CONSULTANT:	SUB CONSULTANTS:		EGLE PERMIT No. P41004542 V.1
D C	DRAWN BY: C. McCANN		PROJECT TITLE	OAKWOOD CSO SEWER (NOCSOS) DETROIT, MI	FKE	Applied Science, Inc.	(A) GLWA	GLWA CONTRACT No. 2304897
В	CHECKED BY: F. KLINGLER		DRAWING TITLE		30425 STEPHENSON HWY	HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	Great Lakes Water Authorit	GLWA CIP No. 222001
A DESCRIPTIONS / REVISIONS	CHK'D APPR DATE F. KLINGLER			INSTRUMENTATION PLAN (5+44 to 10+88)	MADISON HEIGHTS, MI 48071	CDM Smith	SECTION MAP TOWN RANGE SECTION	Q QQ DRAWING No. C-30
A	B B	C		D	E	F	G	<u> </u>