

**EASEMENT
FOR
ELECTRICAL VEHICLE CHARGING STATION
*1940 East Eight Mile Road***

On November 21, 2024, for good and valuable consideration, Grantor hereby grants to Grantee a perpetual, non-exclusive easement in, on, under, and across Grantor's Land, as defined herein, and upon the terms and conditions set forth herein (the "Easement").

"Grantor" is: Belmont Shopping Center LLC, a Michigan limited liability company
20630 Harper Avenue #107
Harper Woods, Michigan 48225-1448

"Grantee" is: City of Detroit, a Michigan municipal corporation
2 Woodward Avenue
Detroit, Michigan 48226

1. **PROPERTY.** "Grantor's Land" consists of one (1) parcel located in the City of Detroit, County of Wayne, and State of Michigan, described in **EXHIBIT A** attached hereto and incorporated herein by reference, and described further as:

Tax Identification No: 13009226-7
Common Address: 1940 Detroit, Michigan 48236

There are specific locations within Grantor's Land identified in the site plan included herein as **EXHIBIT B**, which is attached hereto and incorporated herein by reference (the "EVCS Sites"), upon which Grantee intends to construct at and through the EVCS Sites the mechanical and electrical infrastructure necessary to install, operate, repair, and maintain electrical vehicle charging stations, along with any related signage, bollards, parking indicators, landscaping, lighting, highspeed internet facilities, and other improvements the Grantee may deem reasonably necessary (the "Grantee's Facilities"). Any related signage (i) shall not exceed five (5) feet in height, and (ii) shall be constructed of high-quality materials and signage standards.

2. **PURPOSE.** To allow Grantee to implement the "Detroit Charge Ahead" initiative and construct, operate, repair, and maintain the Grantee's Facilities at the EVCS Sites located on Grantor's Land (the "Purpose").

3. **REPRESENTATIONS AND WARRANTIES.** Grantor, for itself and its successors and assigns, warrants and represents to Grantee as follows, knowing and intending that Grantee will rely on the same:

- a. Grantor has the sole, lawful, and exclusive possession of Grantor's Land, and any and all other property, rights, title, or interests conveyed, transferred, granted, and assigned hereby;
- b. there are no mortgages, liens, leases, or other encumbrances on the title to Grantor's Land, and no other person claiming any right, title, or interest therein;
- c. Grantor, and the person signing this Easement on behalf of Grantor, each has the requisite rights, power, and authority to execute and deliver this Easement; and
- d. Grantor has the requisite rights, power, authority, and ability to make and perform the grants, conveyances, promises, and obligations evidenced hereby.

4. **ACCESS.** Grantee hereby possesses a right of ingress and egress to the Grantor's Land, including but not necessarily limited to pedestrian and vehicular ingress and egress to, through, in, and from the Grantor's Land, along with all rights necessary and convenient for the Grantee's enjoyment and use of the privileges herein granted. During the time the EVCS is installed and operational, Grantor agrees that the public shall have the right of vehicular ingress and egress through, in and from the Grantor's Land for the purpose of using the EVCS. Failure to allow such access, or to require members of the public to give anything of value to Grantor to order to access and use the EVCS, is a violation of this provision and shall allow Grantee to, upon Grantee's election, expel Grantor from the Initiative and remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

5. **EXCAVATION.** Pursuant to 2013 Public Act 174, MISS DIG (1-8000-482-7171, or 811 in some areas) must be called before any excavation in the Grantor's Land may proceed.

6. **BUILDINGS AND OTHER PERMANENT STRUCTURES.** Except for those improvements which exist as of the date of the Easement, no buildings, structures, or other permanent improvements may be constructed or placed at, on, or immediately adjacent to the EVCS Sites without Grantee's prior, written consent. Grantor agrees, upon written demand of Grantee, to remove any improvement—other than any now-existing or a subsequently Grantee-approved improvement—that materially interferes with the safe and reliable operation, maintenance, and repair of Grantee's Facilities, as determined in the Grantee's sole and reasonable discretion. If Grantor fails to comply with such demand from Grantee, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

7. **TREES, BUSHES, BRANCHES, ROOTS, STRUCTURES, AND FENCES.** Grantee may trim, cut down, remove, or otherwise control any trees, bushes, branches, weeds, and roots growing or that could grow or fall in, at, on, or immediately adjacent to the EVCS Sites, and except for now existing or subsequently approved improvements, remove any ancillary structures, improvements, fences, or landscaping in, at, on, or immediately adjacent to the EVCS Sites that would interfere with the safe and reliable construction, operation, maintenance, and repair of Grantee's Facilities.

8. **RESTORATION.** If Grantee's agents, employees, contractors, subcontractors, vehicles, or equipment damage Grantor's Land while entering or upon Grantee's Land for the purposes stated in this Easement, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use, and the damaged portion of any cemented surfaces. With the exception of now existing or subsequently approved improvements, Grantee shall have no liability for the restoration or cost of an improvement located in, at, on, or immediately adjacent to the EVCS Sites, including, but not limited to: parking islands, gutters, fences, or landscaping—such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee)—that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating, and/or maintaining Grantee's Facilities as described herein.

9. **EXCLUSIVITY.** So long as Grantee operates the EVCS at the Premises, Grantor shall not lease, license, or in any way permit the installation, operation, maintenance, and use of any other electrical vehicle charging stations of any grade, caliber, or quality on Grantor's Land without the Grantee's prior review and express written consent.

10. **TERM.** This Easement shall be perpetual, shall run with the land, and be binding upon the Grantor and Grantee, and their respective successors and assigns, unless terminated in accordance with Section 10 herein.

11. **TERMINATION.** Grantee may terminate this Easement, for any reason or its convenience, by providing Grantor with a thirty (30) day written notice of its intention to terminate. Grantor may terminate this Easement by providing Grantee with a ninety (90) day written notice ("Grantor's Termination Notice"). However, if Grantor

terminates this Easement prior to the date that is five (5) years from the Grantee's first day fully operating and using the Grantee's Facilities, Grantor shall be responsible for payment of any penalties incurred by Grantee in connection with any federal funding Grantee received and subsequently expended, encumbered, or deployed in any way with respect to Grantee's Facilities at the EVCS Sites.

12. **RELOCATION.** Upon written request of the Grantor, Grantee may in its sole discretion relocate all or a portion of Grantee's Facilities to another portion of Grantor's Land, so long as:

- a. the Grantor provides Grantee with an acceptable replacement location on Grantor's Land to install new Grantee's Facilities, and reasonable time for such relocation;
- b. the Grantee agrees to an amendment to this Easement to identify and incorporate the modified location; and
- c. the Grantor and Grantee shall in good faith determine a reasonable distribution and share of all actual, reasonable costs incurred by Grantee to relocate the Grantee's Facilities, and shall document the same in the amendment to this Easement.

13. **INDEMNITY.** Grantor shall indemnify, defend, and hold harmless Grantee, its officers, directors, departments, managers, employees, agents, successors, and assigns, from and against any and all claims, obligations, damages, penalties, costs, charges, losses, expenses, and/or liabilities, whether litigated or not, in law or in equity, in connection with or arising out of any or inaction taken by Grantor and any of its director, employees, managers, assigns, representatives, agents, and or Grantor's associated or affiliated entities and persons, including for injury to any persons or property, and including further, without limitation, reasonable attorney's fees expended in defending against any such claims.

14. **NOTICES.** Each notice, demand, request, consent, approval, disapproval, designation or other communication that a party is required or desires to give or make or communicate to any other party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, or emailed with receipt confirmation enabled.

To Grantor: Belmont Shopping Center LLC
20630 Harper Avenue #107
Harper Woods, Michigan 48225-1448

To Grantee:	City of Detroit	City of Detroit
	Office of the Mayor	Law Department
	2 Woodward Avenue, Suite 1126	2 Woodward Avenue, Suite 500
	Detroit, MI 48226	Detroit, MI 48226
	Attn: Office of Mobility & Innovation	Attn: Corporation Counsel/TED

15. **RECORDING.** This Easement shall be recorded in the Register of Deeds for Wayne County, State of Michigan.

16. **EXEMPTIONS.** Exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

17. **GOVERNING LAW.** This Easement shall be governed by the laws of the State of Michigan.

[Remainder of page intentionally left blank; signature page follows.]

Recording Fee: _____
Exempt from transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

EXHIBIT A
Legal Description

Real property situated in the City of Detroit, County of Wayne, State of Michigan, described as follows:

S E EIGHT MILE 250 THRU 261 264 THRU 314 1 THRU 21 AND VAC STS & ALLEYS ADJ SD LOTS EXC
POR DEEDED FOR ALLEY & EXC 8 MILE RD & DEQUINDRE AS WD FOX & O'CONNORS SUB L35 P47
PLATS, W C R 13/297 ALSO THAT PT OF N W 1/4 OF SEC 6 T 1 S R 12 E ALL DESC AS FOLS:BEG AT INTSEC
OF E LINE OF DEQUINDRE RD 114.78 FT WD & S LINE OF EIGHT MILE RD 204 FT WD TH N 88D 54M 29S
E 894.84 FT TH S 03D 00M 30S E 335.25 FT TH S 42D 51M 34S W 13.90 FT TH S 88D 49M 30S W 96 FT TH N
03D 00M 30S W ALG E LINE LUMPKIN AVE 75 FT WD 20.02 FT TH S 88D 49M 30S W 75.03 FT TH S 03D
00M 30S E ALG W LINE SD LUMPKIN AVE 20.02 FT TH S 88D 49M 30S W 136 FT TH S 03D 00M 30S E 30 FT
TH S 88D 49M 30S W 120 FT TH S 02D 49M 50S E 556.32 FT TH S 61D 53M 30S W ALG N LINE POINTER ST
92.08 FT TH S 88D 49M W ALG SD N LINE 36.29 FT TH N 28D 06M W ALG E LINE CONANT A

Tax Identification No: 13009226-7
Common Address: 1900 Detroit, Michigan 48236

EXHIBIT B
Site Plan for Grantor's Land

