

## QUIT CLAIM DEED

The CITY OF DETROIT, a Michigan municipal corporation (“**Grantor**”), whose address is 2 Woodward Avenue, Detroit, Michigan 48226, hereby QUIT CLAIMS to the NOTTAWASEPPI HURON BAND OF THE POTAWATOMI, a federally recognized tribal government (“**Grantee**”), whose address is 1485 Mno-Bmadzewen Way, Fulton, Michigan 49052, the premises located in the City of Detroit, Wayne County, State of Michigan, described as:

See attached **EXHIBIT A** attached hereto and incorporated herein by reference.

(the “**Property**”), for the sum of One Dollar and Zero/100 (\$1.00).

SUBJECT TO and reserving to the City of Detroit its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if applicable), and all covenants, conditions, and restrictions of record, if any, and such state of facts as an accurate survey and/or inspection of the Property will disclose; and

SUBJECT TO that certain Historic Preservation Covenant granted by the City of Detroit to the State of Michigan, Michigan Strategic Fund, acting through its State Historic Preservation Officer, and recorded on May 19, 2021, at Document Number 2021227066, Liber 56735, Page 822 with the Wayne County Register of Deeds.

The following language is included pursuant to MCL Sections 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only if the Property is not platted:


“The Grantor grants to the Grantee the right to make all divisions under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.”

This deed is dated as of \_\_\_\_\_.

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

**[SIGNATURE PAGE TO QUIT CLAIM DEED]**

CITY OF DETROIT,  
a Michigan municipal corporation

By:   
Name: Alexa Bush  
Its: Director, Planning & Development  
Department

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on MARCH 6, 2025, by Alex Bush, the Director of the Planning & Development Department of the City of Detroit, a Michigan municipal corporation, on behalf of the City.

Print: JONATHAN DEMERS  
Notary Public, Wayne County, Michigan  
My commission expires: 02/02/2028  
Acting in the County of WAYNE

<p>Pursuant to § 17-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.</p> <p>_____</p> <p>Deputy CFO/Finance Director</p>	<p>Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.</p> <p>_____</p> <p>Corporation Counsel</p>	<p>Approved by the City Council on:</p> <p>_____</p> <p>Approved by the Mayor on:</p> <p>_____</p>
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**Drafted by:**  
Bruce Goldman  
City of Detroit, Law Department  
2 Woodward Avenue, Suite 500  
Detroit, Michigan 48226

**When recorded return to:**  
Grantee

Send Subsequent Tax Bills to: Grantee (Attn: Legal Department)

Recording Fee: \_\_\_\_\_

Exempt from transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

**EXHIBIT A**  
***Legal Description***

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

S JEFFERSON ALL THAT PT OF PCS 32 & 268 LYG S OF JEFFERSON AVE & OCCUPIED BY THE FORT WAYNE BURIAL GROUNDS DESC AS COMM AT NE COR FORT WAYNE MILITARY RESERVATION TH S 60D 42M 49S W 206.41 FT TH S 60D 49M 51S W 526.95 FT TH S 34D 04M 31S W 400.63 FT TH S 29D 05M 39S E 373.59 FT TH S 33D 24M 51S E 135.52 FT TH S 40D 57M 54S E 176.30 FT TH S 48D 50M 35S W 140.66 FT TO POB TH S 40D 38M 38S E 102.34 FT TH N 48D 45M 39S E 42.24 FT TH S 40D 38M 38S E 70.15 FT TH S 49D 21M 50S W 191.09 FT TH N 40D 38M 38 S W 68.14 FT TH N 48D 45M 39S E 31.20 FT TH N 40D 38M 38S W 102.51 FT TH N 48D 50M 35S E 117.65 FT TO POB; 0.58 AC.

Common Address: 6311 West Jefferson Avenue, Detroit, Michigan 48209  
Parcel ID: 18000041.005

\_\_\_\_\_

10/24/2024



## EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of March 11, 2025, by and between the City of Detroit, a Michigan municipal corporation (interchangeably referred to hereafter as “the **City**” or “**Grantor**”), acting by and through its General Services Department, whose address is 115 Erskine St., Detroit, Michigan 48201; and the Nottawaseppi Huron Band of the Potawatomi, a federally recognized tribal government (“**Grantee**”), whose address is 1485 Mno-Bmadzewen Way, Fulton, MI 49052, “**Grantee**”).

### WITNESSETH

WHEREAS, Grantor is the owner of the real property located in the City of Detroit, Wayne County, Michigan, commonly known as Historic Fort Wayne and located at the common address of 6301 West Jefferson Avenue, Detroit, Michigan 48209, Detroit, Michigan (the “**Fort Property**”);

WHEREAS, in parallel with this Agreement, the City is also conveying to the Grantee title to real property located in the City of Detroit, Wayne County, Michigan, commonly known as Historic Fort Wayne and located at the common address of 6311 West Jefferson Avenue, Detroit, Michigan 48209, Detroit, Michigan, and more particularly described on the attached **Exhibit A** (the “**Burial Mound Property**”); and

WHEREAS, the City desires to grant a permanent access easement (the “**Easement**”) to, on over, and across portions of the Fort Property, as more particularly described on the attached **Exhibit B** (the “**Easement Area**”), to facilitate and allow the Grantee’s access to Burial Mound Property.’

Accordingly, in consideration of the foregoing and the benefits to each party to be derived hereby, the Grantor and the Grantee agree as follows.

#### **1. GRANTS OF EASEMENTS.**

- A. Easement. Grantor hereby grants to the Grantee a permanent, perpetual access easement to, on, over, and across the Easement Area, for the sole and exclusive purpose of providing the Grantee with access to and use of the Burial Mound Property.
- B. Historic Preservation Covenant. Notwithstanding the foregoing, Grantor’s grant of this Easement to Grantee, and Grantee’s access to and use of the Fort Property, Easement Area, and Burial Mound Property, are subject to that certain Historic Preservation Covenant granted by the City of Detroit to the State of Michigan, Michigan Strategic Fund, acting through its State Historic Preservation Officer, and recorded on May 19, 2021, as Document Number 2021227066, at Liber 56735, Page 822, with the Wayne County

Register of Deeds. The Historic Preservation Covenant is expressly referred to and incorporated into the terms of this Agreement herein.

2. **RESERVED RIGHTS.** Grantor hereby expressly reserves the rights of ownership, use, and occupancy of the Easement Area insofar as and to the extent its exercise of its rights does not interfere unduly with the Grantee's reasonable use and exercise of the rights granted to the Grantee in this Agreement. Notwithstanding the foregoing, the Grantor reserves the right to exercise its police powers, including but not limited to, the right to access, block, restrict, divert, or re-route traffic, or limit access to and from the Easement Area as the Grantor deems appropriate, and that the Grantor's exercise of such powers shall not constitute a breach of this Agreement or otherwise give rise to any claim, liability, or cause of action against the Grantor. The City will make reasonable efforts to notify the Grantee of any exercise thereby.

3. **NOTICE.** All notices, requests, consents, claims, demands and other communication under this Agreement must be in writing and will be deemed to have been properly given or served and will be effective only upon personal delivery, nationally recognized overnight courier, facsimile or email of a PDF document with confirmation of transmission, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has strictly complied with the requirements of this Section.

To the Grantor:           Nottawaseppi Huron Band of the Potawatomi  
                                  1485 Mno-Bmadzewen Way  
                                  Fulton, MI 49052  
                                  Attn: Legal Department

To the City:               City of Detroit  
                                  General Services Department  
                                  115 Erskine St.  
                                  Detroit, MI 48201  
                                  Attn: Director

With a copy to:           City of Detroit Law Department  
                                  Coleman A. Young Municipal Center  
                                  2 Woodward Avenue, Suite 500  
                                  Detroit, MI 48226  
                                  Attn: Corporation Counsel/TED

4. **MISCELLANEOUS**

A. **Default and Remedies.** In the event either party breaches its duties and obligations hereunder and does not remedy same within thirty (30) days after receipt of written notice of such breach from the other party (or such additional time as is reasonably necessary so long as such party is diligently attempting to remedy the stated breach), then a non-defaulting party may seek all available legal or equitable remedies, including specific performance; provided, however, in no event and under no circumstances may a party to this Agreement seek or be entitled to money damages from any other party to this Agreement, no matter the cause of action or legal theory.

- B. Assignment. Neither party may assign its rights nor delegate its obligations under this Agreement without the consent of the other party, which consent may not be unreasonably withheld.
- C. Governing Law. This Agreement will be governed by and construed under the laws of the State of Michigan.
- D. Counterparts. This Agreement may be executed in any number of counterparts; all such counterparts, including those executed by facsimile or electronic signature, shall be deemed originals, and together shall constitute one and the same instrument.
- E. Construction. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same may not apply a presumption that the terms hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- F. Assignments and Successors. The Easement and the rights hereunder shall run with the land, and this Agreement will inure to the benefit of and bind the parties hereto and their respective legal representatives, successors and permitted assigns.
- G. Severability. In case one or more of the provisions contained in this Agreement may for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement may be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.
- H. Integration. This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters contemplated herein and constitutes the sole and entire agreement between the Grantor and the Grantee with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both the Grantor and the Grantee.

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[Remainder of page intentionally left blank; signatures appear on the following pages.]

[ GRANTEE SIGNATURE PAGE TO EASEMENT AGREEMENT ]

**GRANTEE:**

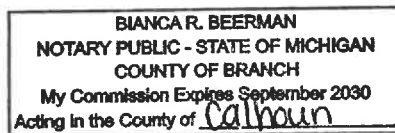
Nottawaseppi Huron Band of the Potawatomi, a  
federally recognized tribal government

Sign: *Dorie Rios*  
Print: Dorie Rios  
Title: Tribal Council Chairperson

STATE OF MICHIGAN       )  
  )ss.  
COUNTY OF Branch    )

The foregoing instrument was acknowledged before me on March 6, 2025 by \_\_\_\_\_  
Dorie Rios, the Tribal Chairperson of the Nottawaseppi  
Huron Band of the Potawatomi, a federally recognized tribal government, on behalf of such tribal  
government.

*Bianca R. Beerman*  
Print: Bianca R. Beerman  
Notary Public, Branch County, Michigan  
My commission expires: 09/30  
Acting in the County of Calhoun



[ GRANTOR SIGNATURE PAGE TO EASEMENT AGREEMENT ]

**GRANTOR:**

CITY OF DETROIT,  
a Michigan municipal corporation,  
acting by and through its General Services Department

Sign: Crystal Perkins  
Print: Crystal Perkins  
Title: Director, General Services Department

STATE OF MICHIGAN       )  
  )ss.  
COUNTY OF WAYNE       )

The foregoing instrument was acknowledged before me on March 11, 2025, by Crystal Perkins, the Director of the General Services Department of the City of Detroit, for and on behalf of the City.

Jescelia Anderson  
Print: Jescelia Anderson  
Notary Public, Wayne County, Michigan  
My commission expires: 3-3-2031  
Acting in the County of Wayne

JESCELIA ANDERSON  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Mar 3, 2031  
ACTING IN COUNTY OF Wayne

Approved as to form in accordance with  
Sec. 7.5-206 of the 2012 Detroit City Charter

\_\_\_\_\_  
Bruce N. Goldman  
Chief Assistant Corporation Counsel

Drafted by:  
Bruce Goldman  
City of Detroit, Law Department  
2 Woodward Avenue, Suite 500  
Detroit, Michigan 48226

When recorded, return to:  
Grantee (Attn: Legal Department)

Exempt from transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).



**EXHIBIT A**  
***Legal Description for Burial Mound Property***

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

S JEFFERSON ALL THAT PT OF PCS 32 & 268 LYG S OF JEFFERSON AVE & OCCUPIED BY THE FORT WAYNE BURIAL GROUNDS DESC AS COMM AT NE COR FORT WAYNE MILITARY RESERVATION TH S 60D 42M 49S W 206.41 FT TH S 60D 49M 51S W 526.95 FT TH S 34D 04M 31S W 400.63 FT TH S 29D 05M 39S E 373.59 FT TH S 33D 24M 51S E 135.52 FT TH S 40D 57M 54S E 176.30 FT TH S 48D 50M 35S W 140.66 FT TO POB TH S 40D 38M 38S E 102.34 FT TH N 48D 45M 39S E 42.24 FT TH S 40D 38M 38S E 70.15 FT TH S 49D 21M 50S W 191.09 FT TH N 40D 38M 38 S W 68.14 FT TH N 48D 45M 39S E 31.20 FT TH N 40D 38M 38S W 102.51 FT TH N 48D 50M 35S E 117.65 FT TO POB; 0.58 AC.

Common Address: 6311 West Jefferson Avenue, Detroit, Michigan 48209  
Parcel ID: 18000041.005

10/24/2024



**EXHIBIT B**  
***Legal Description for Easement Area***

An easement for access to burial grounds, being contained within the Fort Wayne Military Reservation, City of Detroit, County of Wayne, State of Michigan, more particularly described as follows:

COMMENCING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF JEFFERSON AVENUE (80 FEET WIDE - PUBLIC), SAME BEING THE NORTHEAST CORNER OF THE FORT WAYNE MILITARY RESERVATION; THENCE S 60°42'49" W, 206.41 FEET ALONG SAID SOUTH RIGHT-OF-WAY; THENCE S 60°49'51" W, 526.95 FEET; THENCE S 34°04'31" W, 400.63 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY MARKING THE POINT OF BEGINNING; THENCE S 29°05'39" E, 373.59 FEET; THENCE S 33°24'51" E, 135.52 FEET; THENCE S 40°57'54" E, 176.30 FEET; THENCE S 48°50'35" W, 216.19 FEET; THENCE N 41°08'20" W, 25.00 FEET; THENCE N 48°50'35" E, 186.26 FEET; THENCE N 40°57'54" W, 153.38 FEET; THENCE N 33°24'51" W, 138.63 FEET; THENCE N 29°05'39" W, 359.54 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY; THENCE N 34°04'05" E, 33.62 FEET ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING. CONTAINING 0.58 ACRES (25,085 SQUARE FEET) MORE OR LESS.

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Legal Checked ,perimeter close

Basil sarim,P.S

10/11/2024

