

**EASEMENT  
FOR  
ELECTRICAL VEHICLE CHARGING STATION  
19195 Livernois, Detroit, MI 48221**

On June 24, 2025, 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:** Seven Oaks Investment, L.L.C., a Michigan limited liability company  
29200 Northwestern Highway, Suite 450  
Southfield, Michigan 48034

**“Grantee” is:** City of Detroit, a Michigan municipal corporation  
2 Woodward Avenue  
Detroit, Michigan 48226

1. **PROPERTY.** "Grantor's Land" consists of one 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:** 16-017563, 16-008838-42, 16-017559, 16-017560, 16-017561, 16-017562, 16-017564, 16-017569, 16-019148-59  
**Common Address:** 19195 Livernois, Detroit, Michigan 48221

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") at, upon, and through which Grantee intends to construct the mechanical and electrical infrastructure necessary to install, operate, repair, and maintain electrical vehicle charging stations ("EVCS"), 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").

2. **PURPOSE.** To allow Grantee to implement the “Detroit Charge Ahead” initiative (“Initiative”) and construct, operate, maintain, and repair 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, represents and warrants to Grantee as follows, knowing and intending that Grantee will rely on the same, that:

- 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 in order to access and use the EVCS, is a violation of this provision and shall allow Grantee, upon Grantee's election, to 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 (1-800-482-7171, 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 construction, 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 Purpose 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, or maintaining Grantee's Facilities as described herein.

9. **EXCLUSIVITY.** For as long as Grantee operates the EVCS, 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 shall be binding upon the Grantor and Grantee, and their respective successors and assigns, unless terminated in accordance with Section 11 herein.

11. **TERMINATION.** Grantee may terminate this Easement, for any reason or at its convenience, by providing Grantor thirty (30) days' advance written notice of its intention to terminate. Grantor may terminate this Easement for good reason by providing Grantee ninety (90) days' advance written notice of its intention to terminate ("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. 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. Grantee agrees to an amendment to this Easement to identify and incorporate the modified location; and
- c. Grantor and Grantee in good faith determine a reasonable distribution and share of all actual, reasonable costs incurred by Grantee to relocate the Grantee's Facilities, and 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 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:       Seven Oaks Investment, L.L.C.  
29200 Northwestern Highway, Suite 450  
Southfield, MI 48034

To Grantee:	City of Detroit	and	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.

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

**SIGNATURE PAGE  
TO  
ELECTRICAL VEHICLE CHARGING STATION EASEMENT AGREEMENT**

**GRANTOR:**

SEVEN OAKS INVESTMENT, L.L.C.,  
a Michigan limited liability company

By: [Signature]  
Name: Jamal Abro  
Its: Owner and Authorized Representative

STATE OF MICHIGAN    )  
                                  ) ss.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me on June 24, 2025, by Jamal Abro, the Owner and Authorized Representative of Seven Oaks Investment, L.L.C., a Michigan limited liability company, on behalf of such limited liability company.

Notary Signature: [Signature]  
Print: Nancy A Goldpaugh  
Notary Public, Wayne County, Michigan  
My commission expires: 8/4/2030  
Acting in the County of: Wayne

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

**When recorded, return to:**  
City of Detroit  
2 Woodward Avenue  
Detroit, Michigan 48226  
Attn: Corporation Counsel/TED

NANCY A. GOLDBAUGH Notary Public, State of Michigan County of Wayne My Commission Expires Aug. 04, 2030 Acting in the County of <u>Wayne</u>
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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:

Lots 47 through 51, Outlot D and the West 20 feet of vacated Stoepel Avenue adjacent to Lot 50. Also the 18 foot East and West vacated alley adjacent to Lots 47 through 50 and the 18 foot North and South vacated alley adjacent to Outlot D and Lot 51, the North 33 feet of Lot 98, Lots 87 through 97, Lots 51 through 62 and vacated Stoepel Avenue adjacent (50 feet wide), also 18 foot North and South vacated alley adjacent to Lots 52 through 62, also Lots 104, including the Easterly 1 foot of vacated alley adjacent thereto, EXCEPT Livernois Avenue, as widened, Lots 109 through 114, EXCEPT Livernois Avenue, as widened, RIDGEFIELD SUBDIVISION, according to the plat thereof as recorded in Liber 48, Page 2, of Plats, Wayne County Records.

Tax ID Nos: 16-017563 (Lot 110); 16-008838-42 (Lots 47 through 51, et.al); 16-017559 (Lot 114); 16-017560 (Lot 113); 16-017561 (Lot 112); 16-017562 (Lot 111); 16-017564 (Lot 109); 16-017569 (Lot 104); 16-019148-59 (North 33 Feet of 98, 97 through 87, et.al.)

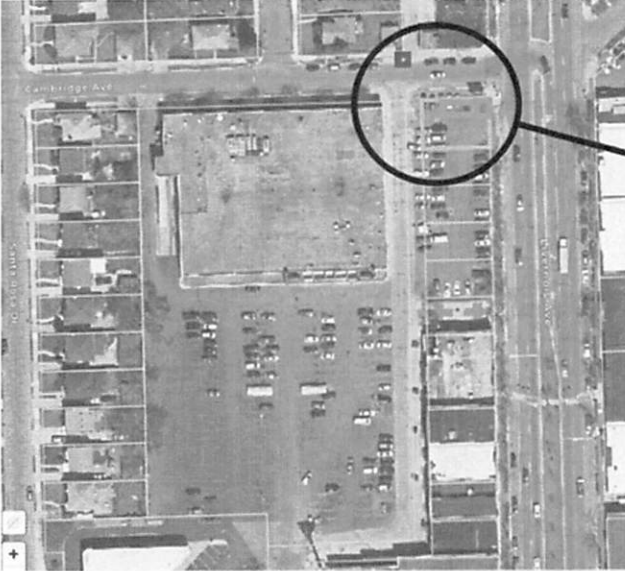
Common Address: 19195 Livernois, Detroit, Michigan 48221

**EXHIBIT B**  
*Site Plan for Grantor's Land*

Property Name: Mike's Fresh Market

Property Address: 19195 Livernois

Proposed Site Plan:



- = Main Electrical Feed    □ = Proposed DCFC Location    □ = Proposed Transformer/Electrical Equipment Location
- = Proposed Underground Conduit Location    — = Parcel Boundary Owned By Easement Partner