

**EASEMENT  
FOR  
ELECTRICAL VEHICLE CHARGING STATION  
9768 West Grand River and 9801 Woodside, Detroit, Michigan 48204**

On June 12, 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: Wendy's Properties, LLC, a Delaware limited liability company  
28175 Haggerty Road  
Novi, Michigan 48377

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

1. **PROPERTY.** "Grantor's Land" consists of two parcels 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:

Parcel 1:  
Tax Identification No: 16005190-5  
Common Address: 9768 West Grand River, Detroit, Michigan 48204

Parcel 2:  
Tax Identification No: 160018542-5  
Common Address: 9801 Woodside, Detroit, Michigan 48204

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. Excluding anything put in place by Grantor's Tenant, if any, 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. A temporary closure due to construction, repaving of the parking lot, or another similar closure, shall not constitute a violation of this provision. Grantee's use of the Easement will not impede drive-thru traffic, or access to, from, and around Grantor's parking lot.

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. Grantee will use best efforts to minimize construction impacts during peak business hours. Grantee will provide notice of an approximate construction schedule to Grantor's designee prior to commencing construction. At no time will Grantee block access to Grantor's drive-thru lane or traffic flow to and from the drive-thru lane.

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. For clarity, now-existing or subsequently approved improvements on, at, or adjacent to the EVCS Sites such as parking islands, gutters, fences, or landscaping that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating, and/or maintaining Grantee's Facilities will be restored.

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. If Grantor terminates this Easement after five (5) years from Grantee's first day fully operating the EVCS, Grantor and Grantee shall be equally responsible, at a rate of fifty percent (50%) each, for any costs and expenses associated with the removal of the EVCS equipment and restoration of the Property to its original condition, including but not limited to paving, striping, and landscaping. If Grantor terminates this Easement after ten (10) years from Grantee's first day fully operating the EVCS, Grantee will remove the equipment and restore the Property back to its original condition at Grantee's sole expense, including but not limited to paving, striping, and landscaping.

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 action 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: Wendy's Properties, LLC  
c/o Real Estate Legal Department  
One Dave Thomas Boulevard  
Dublin, OH 43017

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:

WENDY'S PROPERTIES, LLC,  
a Delaware limited liability company

By:

Name: Kris Kaffenbarger

Its: VP – Global System Optimization,

Franchise and Portfolio Management,

STATE OF OHIO )

) ss.

COUNTY OF FRANKLIN)

Portfolio Management Approved: Paige Mamula

Legal Approved: SW

The foregoing instrument was acknowledged before me on June 12, 2025, by Kris Kaffenbarger, the VP - Global System Optimization, Franchise and Portfolio Management of Wendy's Properties, LLC, a Delaware limited liability company, on behalf of such limited liability company.



**Sierra Davis**  
Notary Public, State of Ohio  
My Commission Expires 04-10-30

Notary Signature: Sierra Davis

Print: Sierra Davis

Notary Public, Franklin County, Ohio

My commission expires: 4/10/30

**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

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:

**Parcel 1:**

N W GRAND RIVER 16 THRU 14 EXC LIVERNOIS AVE AS WD 13 THRU 7FRANK C REAUME & OTHMAR  
GSCHWINDSSUB L15 P79 PLATS, W C R 16/206 253.79 IRREG

Tax Identification No: 16005190-5

Common Address: 9768 West Grand River, Detroit, Michigan 48204

**Parcel 2:**

W WOODSIDE 71 & 72FRANK C REAUME & OTHMAR GSCHWINDS SUB L15 P79 PLATS, W C R 16/206  
79.62 IRREG

Tax Identification No: 160018542-5

Common Address: 9801 Woodside, Detroit, Michigan 48204

EXHIBIT B  
Site Plan for Grantor's Land

