

**EASEMENT
FOR
ELECTRICAL VEHICLE CHARGING STATION
6601 East Jefferson Avenue, Detroit, MI 48207**

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 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: 15000038
Common Address: 6601 East Jefferson Avenue, Detroit, Michigan 48207

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.

2 Woodward Avenue, Suite 1126
Detroit, MI 48226
Attn: Office of Mobility Innovation

2 Woodward Avenue, Suite 500
Detroit, MI 48226
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.]

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

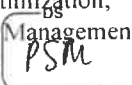
GRANTOR:

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

By: 

Name: Kris Kaffenbarger

Its: VP – Global System Optimization,
Franchise and Portfolio Management

Portfolio Management Approved 

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

Legal Approved 

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: 

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:

Lots 1, 2, 3, and vacated 20 foot alley in rear, except the southerly 35.07 feet taken for the widening of Jefferson Avenue, 120 feet wide, and except for the easterly 10 feet of the northerly 27.12 feet of said Lot 3 taken for public alley, 20 feet wide, all in the "Hopson's Subdivision" of the Southwest ½ of the Northeast ½ of Private Claim No. 19, confirmed to Lewis Beaufait recorded January 23, 1869, according the plat thereof recorded January 23, 1869, according the plat thereof recorded in Liber 1 of Plats Page 235, Wayne Records;

ALSO

The westerly 27.88 feet of Lot 3 (which is 28.00 feet, as measured along the northerly line of Jefferson Avenue, 120 feet wide), except the southerly 36.27 feet; taken for the widening of Jefferson Avenue, 120 feet wide, in the plat of "F.W. Bagg's Subdivision" of part of Block 7 of the Beaufait Farm recorded May 19, 1882 Hamtramck Township, Township 2 North, Range 12 East, according to the plat thereof recorded in Liber 6 of Plats, Page 68, Wayne County Records.

ALSO

The westerly 0.98 feet of the southerly 65.50 feet of the easterly 26.55 feet of Lot 3, (north of Jefferson Avenue, 120 feet wide) in the plat of "F.W. Bagg's Subdivision" of part of Block 7 of the Beaufait Farm recorded May 19, 1882 Hamtramck Township, Township 2 North, Range 12 East, according to the plat thereof recorded in Liber 6 of Plats, Page 68, Wayne County Records.

Tax Identification No: 15000038
Common Address: 6601 East Jefferson Avenue, Detroit, Michigan 48207

EXHIBIT B
Site Plan for Grantor's Land

