

**EASEMENT AGREEMENT**  
**FOR**  
**PUBLIC ACCESS AND USE**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_, 2021 by and between **DETROIT HOUSING COMMISSION**, a Michigan public body corporate, whose address is 1301 East Jefferson, Detroit, Michigan 48207 ("**Grantor**"), and the **CITY OF DETROIT**, a Michigan municipal corporation ("**Grantee**"), acting by and through its Department of Public Works, whose address is 2 Woodward Avenue, Ste. 611, Detroit, Michigan 48226.

**RECITALS**

**WHEREAS**, Detroit Housing Commission is the owner of certain lands located at 5250 Conner Avenue, Detroit, Michigan and 12001 E. Warren Avenue, Detroit, Michigan, which is more particularly described on Exhibit A, (the "**DHC Properties**");

**WHEREAS**, the Grantee desires to acquire and Grantor wishes to grant a public access easement as described in Exhibit A for the purpose of constructing, maintaining, and establishing a public recreational pathway and trail that will connect with previously established and planned public spaces (the "**Conner Greenway**"); and

**NOW THEREFORE**, in consideration of the premises the mutual covenants set forth herein, and for no other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by the parties hereto, and covenants and agrees as follows:

**AGREEMENT**

1.01 **Grant of Easement; Easement Area.** Subject to the terms and conditions herein, the Grantor grants and conveys to the Grantee a permanent, perpetual easement over the DHC Properties, as described in Exhibit A, attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of establishing, constructing, operating, and maintaining a public recreational pathway and trail for public use. Grantors will convey to the City all improvements, fixtures and appurtenances thereon, and all easements, rights and except as otherwise provided herein, and any other rights that benefit the Easement Area.

1.02 **Improvements.** Grantee may from time to time construct, modify, replace, expand, contract, or otherwise install and/or change recreational improvements over, under, in, along, across, and upon the Easement Area consistent with the proposed use of the Easement (the "**Improvements**"), as described in the above Recitals. Grantee shall at all times keep, maintain and repair the Easement Area and all Improvements in a clean, neat and safe condition, all at Grantee's sole cost.

1.03 **Temporary Easement.** Grantor hereby grants a temporary easement to enter upon those portions of the lands of Grantor approved in advance by Grantor, during

And to: City of Detroit Law Department  
Transaction and Development Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 500  
Detroit, MI 48226

1.07 **Miscellaneous.**

A. **Default and Remedies.** In the event any 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.** Except as otherwise contemplated in Section 1.09.G., below, neither party may assign its rights nor delegate its obligations under this Agreement without the consent of the other party, such 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 several counterparts, each of which may be deemed an original and all of which counterparts together will 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. **Integration:** This Agreement supersedes all prior discussions and agreements between the parties with respect to the transactions contemplated herein and constitutes the sole and entire agreement between the parties with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both the parties.

G. **Assignments and Successors:** This Easement and the rights hereunder shall run with the land. This Agreement will inure to the benefit of and bind the

parties hereto and their respective legal representatives, successors and permitted assigns.

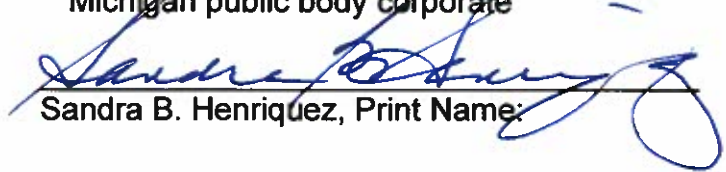
H. Severability: In case one or more of the provisions contained in this Agreement may for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement may be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

I. Time of the Essence. Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the Grantor, by and through their authorized officers and representatives, have executed this Easement as of the date first above written.

**Grantor:**

**DETROIT HOUSING COMMISSION, a**  
Michigan public body corporate

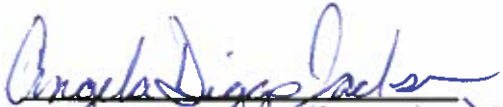


Sandra B. Henriquez, Print Name:

\_\_\_\_\_  
Its: Chief Executive Officer

STATE OF MICHIGAN    )  
                                  )    ss.  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 20 day of May, 2021, by Sandra B. Henriquez, Chief Executive Officer of the Detroit Housing Commission, a Michigan public body corporate, on behalf of the Detroit Housing Commission.

  
Notary Public, Angela Diggs Jackson  
Oakland County, Michigan  
My Commission Expires: March 26, 2022  
Acting in Wayne County.

**Exhibit A**  
**Easement Legal Description**

**Parcel 1**

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, PART OF P.C. 687, AND P.C. 392, AND PART OF FRACTION SECTION 25, GOING THROUGH SUBDIVISIONS: PARKSIDE HOMES, PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at a point that is the intersection of the NE Warren Ave right of way, which intersect the East line of Conner St; thence North 66D 17M 45S West a distance of 22.27 feet to point on same East line (R.O.W.) of Conner St and is the Point of Beginning; thence North 66D 17M 45S West a distance of 661.61 feet to the South line of Frankfurt St; thence North 23D 42M 15S East a distance of 4.0 feet; thence South 66D 17M 45S East a distance of 541.60 feet; thence North 23D 42M 15S East a distance of 4.5 feet; thence South 66D 17M 45S East a distance of 120.0 feet; thence South 23D 42M 15S West a distance of 8.5 feet to the Point of Beginning.

Commonly known as: 12001 E. Warren Avenue

Tax Parcel No. Ward 21, Item 002687

**Parcel 2**

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, EAST CONNER PART OF LOTS 2 & 3 OF "CORBY'S SUBDIVISION" AS RECORDED IN LIBER 21, PAGE 64 OF PLATS, WAYNE COUNTY RECORDS, ALSO PART OF P C 392, FURTHER DESCRIBED AS;

Beginning at the Northeast corner of Conner Street and Frankfort Avenue, thence North 55D West 956.34 feet along the east line of Conner Street, thence North 45D 26M East 8.5 feet; thence South 54D 58M 08S East 958.09 feet; thence South 57D 45M 30S West 8.5 feet along the North line of Frankfort Avenue to the point of beginning

Commonly known as: 5250 Conner Avenue

Tax Parcel No. Ward 21, Item 046202-11