

TRANSVERSE CROSSINGS EASEMENT AGREEMENT

THIS TRANSVERSE CROSSINGS EASEMENT AGREEMENT (the “**Agreement**”) is entered into by and between the CITY OF DETROIT (“**City**”), a Michigan public body corporate with an address of 2 Woodward Avenue, Suite 500, Detroit, Michigan 48226, and the STATE OF MICHIGAN, by and through its MICHIGAN DEPARTMENT OF TRANSPORTATION, whose address is 425 W. Ottawa Street, Lansing, Michigan 48909 (“**MDOT**”), for the purposes set forth in this Agreement.

RECITALS

A. MDOT desires to assist the Windsor-Detroit Bridge Authority (“**WDBA**”) to develop, construct and operate a new international bridge crossing between Detroit, MI and Windsor, Ontario, Canada, the related port of entry, and the related interchange and interconnection with I-75 and surface streets (collectively, and as such may be modified, expanded and replaced from time-to-time, the “**Ghib Project**”).

B. MDOT desires certain easements over a portion of certain City roads as identified in the legal descriptions and surveys contained in the attached Exhibit A (collectively, the “**Property**”), which is incorporated into this Agreement by reference.

C. The City is willing to grant these certain easements subject to the terms and conditions of this Agreement.

D. The easements are conveyed to and acquired by MDOT as of the Effective Date, as defined herein.

AGREEMENT

Accordingly, the City and MDOT agree as follows:

1. **Recitals.** The RECITALS above are hereby incorporated into the body of the Agreement.

2. **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date that this Agreement has been executed by both parties.

3. **Grant of Easements.** City hereby grants and conveys to MDOT, and its

successors and assigns, without warranties or representations as to title or otherwise, easements (collectively, the “**Transverse Crossings Easements**”) in, on, over, under and upon the Property for the purposes of constructing, repairing, replacing, inspecting, maintaining, improving, operating and using the GHIB Project and all activities incidental thereto, including but not limited to utility facilities, (“**Permitted Uses**”), as well as, the imposition in, on, over, under and upon the Property of noise and other effects incidental to such Permitted Uses and all resulting annoyances or inconvenience due to such Permitted Uses. MDOT will be entitled to grant any third party the right to use the Transverse Crossings Easements for any of the Permitted Uses. Without limiting the foregoing, MDOT will be authorized to grant a license or lease to guests, customers, tenants, contractors, agents, licensees and/or permittees of MDOT to utilize the Transverse Crossing Easements for any of the Permitted Uses (the “**Assignment Rights**”).

4. **Covenant Running with the Land.** The Transverse Crossings Easements granted herein shall be binding upon and inure to the benefit of the City and MDOT and each of their respective successors and assigns, including all future owners of the Property, the GHIB Project, and property owned by MDOT adjacent to the Property. The Transverse Crossings Easements shall be permanent and perpetual and shall run with the land.

5. **Limitation of Liability.** MDOT, for itself and its affiliates, knowingly and advisedly, forever waives and releases any money: (i) damage claims or (ii) demands it may have or acquire, or which it may claim to have or claim to acquire at any time in the future, against the City or any of its affiliated agencies, corporations, authorities or other affiliated entities (collectively, “**City Affiliates**”), or any of their respective employees, elected officials or agents, arising under or relating to this Agreement, and/or MDOT’s exercise of its rights hereunder, and/or the City’s breach or alleged breach of the Agreement, and/or any related claim. Such claims include, but are not limited to, any claim in which MDOT asserts that MDOT’s efforts to construct the GHIB Project have been delayed, rejected or impaired in any respect. MDOT shall have the right solely to seek injunctive relief, specific performance or other equitable remedies in the event of the City’s breach of this Agreement, subject to the following conditions: (i) MDOT shall only have the right to seek equitable relief with respect to acts by the City after the Effective Date, and (ii) under no circumstances shall MDOT or any affiliate be entitled to money damages as a result of the City’s breach of this Agreement. The protections afforded to the City in this Agreement, including this paragraph, are in addition to any other protections afforded to the City by law, including governmental immunity.

6. **Interference.** The City will not (a) convey any other easement or rights in conflict with the Transverse Crossings Easements or (b) interfere with the Transverse Crossings Easements or MDOT’s rights under this Agreement. City hereby covenants, agrees, represents and warrants that it will not place, or grant to others the right to place, within the Property or within 100 feet of the Property, any buildings, signs, poles, towers, improvements, landscaping or any other items which may interfere with the Transverse Crossings Easements. The City hereby agrees not to lease, sell, license, or grant an easement or other rights to use the Property.

7. **Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. This Agreement shall be construed to give effect to its terms without any

presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either party. Each party to this Agreement has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement.

8. **No Special Relationship.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture or employer-employee or fiduciary relationship between or among any of the parties in their respective businesses or otherwise or cause any of them to be considered partners, joint venturers, members of any joint or common enterprise, employer-employee, or fiduciaries.

9. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. **Waiver.** No failure of any party to exercise any right or power hereunder or to insist upon strict compliance by any other party with any terms, covenants, or conditions of this Agreement and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the right of any party to demand exact compliance with the terms of this Agreement.

11. **Jurisdiction, Venue and Jury Waiver.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the City of Detroit and County of Wayne, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

B. **AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.**

12. **Amendment.** The terms and conditions of this Agreement shall not be amended in any manner except by a written instrument, duly executed by the City and MDOT.

13. **Transfer Taxes.** This Agreement is exempt from state and county transfer taxes pursuant to M.C.L. § 207.505(h)(i) and 207.526(h)(i).

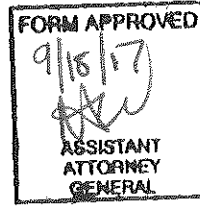
14. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. This Agreement reflects the entire agreement and understanding of the parties with respect to the matters set forth herein.

Exempt from transfer tax pursuant to M.C.L. § 207.505(h)(i) and 207.526(h)(i).

[Signatures appear on next page.]

STATE OF MICHIGAN,
DEPARTMENT OF TRANSPORTATION

By: _____
Print name: Bradley C. Wieferich
Its: Bureau of Development Director
Date: 9-18-17



State of Michigan)
) SS.
County of Ingham)

The foregoing instrument was acknowledged before me this 18th day of September, 2017 by Bradley Wieferich, the Bureau of Development Director of the STATE OF MICHIGAN, DEPARTMENT OF TRANSPORTATION.

Mary A. [Signature]

Notary Public

Houghton County, Michigan,
My commission expires: 1/31/2020
Acting in Ingham County, Michigan

This instrument was drafted by:
D. Scott Brinkmann, Esq.
City of Detroit Law Department
Woodward Avenue, Suite 500
Detroit, MI 48226

When recorded, return to:
Mohammed S. Alghurabi, P.E.
Michigan Department of Transportation
Van Wagoner Building
425 West Ottawa Street
P.O. Box 30050
Lansing, MI 48909

Exhibit A

Legal Descriptions and Surveys

Transverse Crossing Easement 1

A **transverse crossing easement** lying West of Livernois Avenue and North of Fort Street, being part of DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 & THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND DIX ROAD OR AVENUE as recorded in L.3 P.32, of Wayne County Records, part of DANIEL SCOTTEN'S RESUBDIVISION OF THAT PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND REGULAR AVENUE AND WEST OF ARTILLERY AVENUE OF DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 AND THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND DIX ROAD as recorded in L.20 P.67, of Wayne County Records, part of AMENDED PLAT OF ABERLE'S SUBDIVISION OF THE EAST 142.04 FEET OF LOT 42 OF THE SUBDIVISION OF CRAWFORDS FORT TRACT as recorded in L.14 P.64, of Wayne County Records, and part of STENTON'S SUBDIVISION OF S. PART OF OUTLOT 41 OF CRAWFORD'S SUBDIVISION ON P.C.'S 268 AND 270 as recorded in L.19 P.52, of Wayne County Records, all located in T.2S., R.11E., WAYNE COUNTY, MICHIGAN and further described as follows: **Commencing** at a point which is located S.62°-55'-33"E., 2366.89 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located N.59°-27'-59"E., 1264.39 feet from a point on the line common to Private Claim 270 and Private Claim 268 located on the centerline of Fort Street approximately 215 feet East of the centerline of Waterman Street recorded in Liber 35052, Page 47 of Wayne County Records, said point also being S.61°-43'-25"W., 22.01 feet along the Northwesterly Right of Way line of Fort Street (100.00 feet wide) and the Southeasterly line of Lot 1046, DANIEL SCOTTEN'S RESUBDIVISION OF THAT PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND REGULAR AVENUE AND WEST OF ARTILLERY AVENUE OF DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 AND THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND DIX ROAD from the Easterly corner of said Lot 1046; thence N.26°-51'-36"W., 72.33 feet along a line which is parallel with and 22.00 feet Southwest of the Southwest line of Livernois Avenue (66.00 feet wide) to the **Point of Beginning**; thence S.61°-43'-25"W., 583.25 feet, parallel with said Northwesterly Right of Way line of Fort Street and said Southeasterly line of Lot 1046; thence N.20°-13'-56"W., 75.75 feet; thence N.61°-43'-25"E., 541.46 feet, parallel with said Northwesterly Right of Way line of Fort Street and said Southeasterly line of Lot 1046; thence N.22°-25'-40"E., 43.58 feet to said line being parallel with and 22.00 feet Southwest of the Southwest line of Livernois Avenue; thence S.26°-51'-36"E., 102.63 feet, along said line being parallel with and 22.00 feet Southwest of the Southwest line of Livernois Avenue to the **Point of Beginning**.

The transverse crossing easement above described contains 43871 square feet (1.007 acres), more or less.

Transverse Crossing Easement 2

A **transverse crossing easement** being a part of Livernois Avenue, lying between Fort Street and the Southbound I-75 Service Drive, and part of DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 & THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND DIX ROAD OR AVENUE as recorded in L.3 P.32, of Wayne County Records, part of DANIEL SCOTTEN'S RESUBDIVISION OF THAT PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND REGULAR AVENUE AND WEST OF ARTILLERY AVENUE OF DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 AND THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND DIX ROAD as recorded in L.20 P.67, of Wayne County Records, part of CHARLES P. CLIFFORD'S RE-SUBDIVISION OF LOTS 134 AND 141 OF DANIEL SCOTTEN'S SUBDIVISION OF THAT PART OF PRIVATE CLAIM 3 AND THE EASTERLY PART OF PRIVATE CLAIM 268 BETWEEN FORT STREET AND DIX ROAD, and part of HOLDEN AND MURRAY'S SUBDIVISION OF LOT 121 OF DANIEL SCOTTEN'S RESUB. OF P.C. 32 AND THE EAST PART OF P.C. 268 LYING BETWEEN FORT STREET AND THE DIX ROAD OR AVENUE AND LOT 64 OF DANIEL SCOTTEN'S RESUB OF LOTS 122, 125, 126, 655 & 845, ALSO VACATED ALLEY LYING NORTHERLY OF SAID LOTS 64 & 121 as recorded in L.26 P.28, of Wayne County Records described as follows: **Beginning** at a point which is 22.01 feet S.61°-43'-25"W. of the Easterly corner of Lot 1046, DANIEL SCOTTEN'S RESUBDIVISION OF PRIVATE CLAIM 32 & THE EAST PART OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET

AND DIX ROAD OR AVENUE, said point being located S.62°-55'-33"E., 2366.89 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located N.59°-27'-59"E., 1264.39 feet from a point on the line common to Private Claim 270 and Private Claim 268 located on the centerline of Fort Street approximately 215 feet East of the centerline of Waterman Street recorded in Liber 35052, Page 47 of Wayne County Records; thence N.26°-51'-36"W., 556.56 feet along a line which is parallel with and 22.00 feet Southwest of the Southwest line of Livernois Avenue (66.00 feet wide); thence N.63°-08'-24"E., 120.00 feet; thence S.26°-51'-36"E., 553.60 feet along a line which is parallel with and 32.00 feet Northeast of the Northeast line of Livernois Avenue, to the Northwesterly Right of Way line of Fort Street (100.00 feet wide) and the Southeasterly line of Lot 8, HOLDEN AND MURRAY'S SUBDIVISION OF LOT 121 OF DANIEL SCOTTEN'S RESUB. OF P.C. 32 AND THE EAST PART OF P.C. 268 LYING BETWEEN FORT STREET AND THE DIX ROAD OR AVENUE AND LOT 64 OF DANIEL SCOTTEN'S RESUB OF LOTS 122, 125, 126, 655 & 845, ALSO VACATED ALLEY LYING NORTHERLY OF SAID LOTS 64 & 121; thence S.61°-43'-25"W., 120.04 feet along said Northwesterly Right of Way line of Fort Street and said Southeasterly line of said Lot 7 to the **Point of Beginning**.

The transverse crossing easement above described contains 66610 square feet (1.529 acres), more or less.

Transverse Crossing Easement 3

A transverse crossing easement being a part of Livernois Avenue (66.00 feet wide), lying between Fort Street and the Hussar Street and DANIEL SCOTTENS SUBDIVISION OF THAT PART OF PRIVATE CLAIM 32 & THE EAST 735.90 FT OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND RIVER ROAD, as recorded in L.9, P.19, of Wayne County Records, described as follows: **Beginning** at a point which is 14.28 feet, N.61°-43'-24"E. of the Westerly corner of Lot 139 of said DANIEL SCOTTENS SUBDIVISION OF THAT PART OF PRIVATE CLAIM 32 & THE EAST 735.90 FT OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND RIVER ROAD, said point also being located S.60°-27'-05"E., 2267.07 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located N.63°-49'-57"E., 1364.19 feet from a point on the line common to Private Claim 270 and Private Claim 268 located on the centerline of Fort Street approximately 215 feet East of the centerline of Waterman Street recorded in Liber 35052, Page 47 of Wayne County Records; thence S.00°-26'-00"E., 32.06 feet along a Limited Access Right of Way Line (restricting all ingress and egress) to the Northeasterly Right of Way line of Livernois Avenue and the Southwesterly line of said Lot 139; thence S.26°-53'-08"E., 33.17 feet along said Limited Access Right of Way Line (restricting all ingress and egress), said Northeasterly Right of Way line of Livernois Avenue and the Southwesterly line of said Lot 139; thence S.63°-06'-52"W., 66.00 feet to the Southwesterly Right of Way line of said Livernois Avenue; thence N.26°-53'-08"W., 59.92 feet along said Southwesterly Right of Way line of Livernois Avenue to the Southeasterly Right of Way line of Fort Street (100.00 feet wide); thence N.61°-43'-24"E., 80.30 feet along said Southeasterly Right of Way line of Fort Street to the **Point of Beginning**.

The transverse crossing easement above described contains 4210 square feet (0.097 acres), more or less.

Transverse Crossing Easement 4

A transverse crossing easement being a part of Dragoon Street (66.00 feet wide), lying between Fort Street and the Hussar Street, described as follows: **Beginning** at the intersection of the Southwesterly Right of Way line of Dragoon Street and the Southeasterly Right of Way of Fort Street (100.00 feet wide), said point being the Northerly point of Lot 148 of DANIEL SCOTTENS SUBDIVISION OF THAT PART OF PRIVATE CLAIM 32 & THE EAST 735.90 FT OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND RIVER ROAD as recorded in L.9, P.19, of Wayne County Records, said point being located S.60°-15'-17"W., 1963.86 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located N.63°-26'-56"E., 1667.32 feet from a point on the line common to Private Claim 270 and Private Claim 268 located on the centerline of Fort Street approximately 215 feet East of the centerline of Waterman Street recorded in Liber 35052, Page 47 of Wayne County Records; thence N.61°-43'-24"E., 66.02 feet to the Northeasterly Right of Way line of Dragoon Street and the Westerly corner of Lot 118 of DANIEL SCOTTENS SUBDIVISION OF THAT PART OF PRIVATE CLAIM 32 & THE EAST 735.90 FT OF PRIVATE CLAIM 268 LYING BETWEEN FORT STREET AND RIVER ROAD ; thence S.26°-53'-31"E., 406.80 feet along said Northeasterly Right of Way line of Dragoon Street and the Southwesterly line of Lots 118 and 313 to 317, inclusive, of said Plat to a Limited Access Right of Way Line (restricting all ingress and egress) and a non-tangential point of

curvature; thence Northwesterly 39.70 feet along said Limited Access Right of Way Line (restricting all ingress and egress) and along the arc of a 684.00 feet radius curve to the left, having a chord bearing of N.68°-00'-28"W., 39.69 feet; thence N.69°-40'-17"W., 58.74 feet along said Limited Access Right of Way Line (restricting all ingress and egress) to the Southwesterly Right of Way line of said Dragoon Street and the Northeasterly line of Lot 275 of said Plat; thence N.26°-53'-31"W., 332.18 feet along said Southwesterly Right of Way line of Dragoon Street and the Northeasterly line of Lot 148 and Lots 269 to 275, inclusive, of said Plat to said Northerly corner of Lot 148 and the **Point of Beginning**.

The transverse crossing easement above described contains 24345 square feet (0.559 acres), more or less.

Transverse Crossing Easement 5

A transverse crossing easement being a part of W. Jefferson Avenue (66.00 feet wide), lying between Green Street and Schoeder Street, described as follows: **Beginning** at a point on the Southeasterly Right of Way line of said W. Jefferson Avenue and the Northwesterly line of Lot 48, AMENDED PLAT OF PART OF LOTS 13 THROUGH 19, INCLUSIVE, OF "WILLIAM DWIGHTS SUBDIVISION" OF THE FRONTS OF PRIVATE CLAIMS 270, 267 AND 268, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN as recorded in Liber 121, Page 87 of Plats, Wayne County Records, said point of beginning located N.68°-19'-07"E., 252.77 feet from a point on the line common to Private Claim 67 and Private Claim 267 located at the intersection of West Jefferson Avenue with Green Street as recorded in Liber 37079, Page 46, said point also located N.61°-43'-41"E., 2075.77 feet from a point on the line common to Private Claim 11 and Private Claim 718 located at the intersection of West Jefferson Avenue with West End Avenue as recorded in Liber 37079, Page 44, said point also being on a non-tangential point of curvature; thence Northeasterly 84.28 feet along the arc of a 1482.34 feet radius curve to the right, having a chord bearing of N.09°-15'-33"E., 84.27 feet along a Limited Access Right of Way Line (restricting all ingress and egress) to the Northwesterly Right of Way line of said West Jefferson Avenue; thence N.60°-49'-02"E., 437.32 feet along said Northwesterly Right of Way line of W. Jefferson Avenue, part of the Southeasterly line of WESSON'S SECTION OF PRIVATE CLAIM NO. 267, as recorded in Liber 1 of Plats, Wayne County Records, and part of LARNED, DUCHARME AND SCHMIT'S SUBDIVISION OF LOTS 1, 2, 8, 9 AND 10 OF WESSONS SEC. OF P.C. 267, SPRINGWELLS, as recorded in L.11, P.77 of Wayne County Records, to the Easterly corner of Lot 1 of said LARNED, DUCHARME AND SCHMIT'S SUBDIVISION OF LOTS 1, 2, 8, 9 AND 10 OF WESSONS SEC. OF P.C. 267, SPRINGWELLS; thence N.26°-40'-46"W., 7.01 feet on said Northwesterly Right of Way line of W. Jefferson Avenue and the Northeasterly line of said Lot 1 to the Southeasterly line of Lot 91, PLAT OF THE SUBDIVISION OF CRAWFORDS FORT TRACT BEING PRIVATE CLAIM NO. 270, THE EAST PART OF PRIVATE CLAIM NO 267 AND THE WEST PART OF PRIVATE CLAIM NO. 268, as recorded in Wayne County Records; thence N.60°-49'-02"E., 57.57 feet along said Northwesterly Right of Way line of W. Jefferson Avenue and said Southeasterly line of Lot 91 to a Limited Access Right of Way Line (restricting all ingress and egress) and a non-tangential point of curvature; thence Southwesterly 122.33 feet along said Limited Access Right of Way Line (restricting all ingress and egress) and along the arc of a 1154.34 feet radius curve to the left, having a chord bearing of S.24°-09'-35"W., 122.27 feet to said Southeasterly Right of Way line of W. Jefferson Avenue and said Northwesterly line of Lot 48; thence S.60°-49'-02"W., 449.50 feet along said Southeasterly Right of Way line of W. Jefferson Avenue, to the **Point of Beginning**.

The transverse crossing easement above described contains 31137 square feet (0.715 acres), more or less.

Transverse Crossing Easement 6

A transverse crossing easement being a part of Aggregate Drive (90.00 feet wide), AMENDED PLAT OF THE VACATED PORTIONS OF LOTS 13 TO 19 INCLUSIVE, OF WILLIAM DWIGHTS SUBDIVISION OF THE FRONTS OF PRIVATE CLAIMS 267, 270 AND 268 AND THE VACATED PORTIONS OF LOTS 95 TO 101, INCLUSIVE, OF CRAWFORD'S FORT TRACT, BEING PRIVATE CLAIM 270, THE EAST PART OF PRIVATE CLAIM 267, AND THE WEST PART OF PRIVATE CLAIM NO. 268, AND PARTS OF PRIVATE CLAIMS 67 AND 267, OF CITY OF DETROIT, WAYNE COUNTY, MICHIGAN as recorded in Liber 121, Page 62 of Plats, Wayne County Records, described as follows: **Beginning** at a point on the Northwesterly Right of Way line of said Aggregate Drive, said point being located S.44°-48'-01"E., 1070.77 feet from a point on the line common to Private Claim 67 and Private Claim 267 located at the intersection of West Jefferson Avenue with Green Street as recorded in Liber 37079, Page 46, said point also being located N.86°-49'-47"E., 2351.36 feet from a point on the line common to Private Claim 11 and Private Claim 718 located at the intersection of West Jefferson Avenue with West End Avenue as recorded in Liber 37079, Page 44, said point also being N.62°-42'-49"E., 331.99 feet of the intersection of the Private Claim line common to

Private Claim 67 and Private Claim 267 with said Northwestern Right of Way line of Aggregate Drive, said point also being on a non-tangential point of curvature; thence Southeasterly 90.82 feet along the arc of a 1154.34 feet radius curve to the left, having a chord bearing of S.36°-54'-18"E., 90.80 feet along a Limited Access Right of Way Line (restricting all ingress and egress) to the Southeasterly Right of Way line of said Aggregate Drive and the Northwestern line of Lot 12 of said Amended Plat; thence S.60°-42'-49"W., 331.82 feet along said Southeasterly Right of Way line of Aggregate Drive and said Northwestern line of Lot 12 to a Limited Access Right of Way Line (restricting all ingress and egress) and a non-tangential point of curvature; thence Northwestern 90.50 feet along said Limited Access Right of Way Line (restricting all ingress and egress) and along the arc of a 1482.34 feet radius curve to the right, having a chord bearing of N.35°-12'-38"W., 90.48 feet to said Northwestern Right of Way line of Aggregate Drive; thence N.60°-42'-49"E., 329.12 feet along said Northwestern Right of Way line of Aggregate Drive, to the **Point of Beginning**.

The transverse crossing easement above described contains 29730 square feet (0.683 acres), more or less.

Transverse Crossing Easement 7

A transverse crossing easement being a part of Springwells Court (90.00 feet wide), AMENDED PLAT OF THE VACATED PORTIONS OF LOTS 13 TO 19 INCLUSIVE, OF WILLIAM DWIGHTS SUBDIVISION OF THE FRONTS OF PRIVATE CLAIMS 267, 270 AND 268 AND THE VACATED PORTIONS OF LOTS 95 TO 101, INCLUSIVE, OF CRAWFORD'S FORT TRACT, BEING PRIVATE CLAIM 270, THE EAST PART OF PRIVATE CLAIM 267, AND THE WEST PART OF PRIVATE CLAIM NO. 268, AND PARTS OF PRIVATE CLAIMS 67 AND 267, OF CITY OF DETROIT, WAYNE COUNTY, MICHIGAN as recorded in Liber 121, Page 62 of Plats, Wayne County Records, described as follows: **Beginning** at a point on the Northwestern Right of Way line of said Springwells Court and the Southeasterly line of Lot 12 of said Amended Plat, said point being located S.44°-23'-12"E., 1533.87 feet from a point on the line common to Private Claim 67 and Private Claim 267 located at the intersection of West Jefferson Avenue with Green Street as recorded in Liber 37079, Page 46, said point also being located S.85°-34'-29"E., 2674.17 feet from a point on the line common to Private Claim 11 and Private Claim 718 located at the intersection of West Jefferson Avenue with West End Avenue as recorded in Liber 37079, Page 44, said point also being S.74°-01'-54"E., 632.40 feet of the intersection of the Private Claim line common to Private Claim 67 and Private Claim 267 with the Northwestern Right of Way line of Aggregate Drive; thence S.46°-26'-49"E., 92.18 feet along a Limited Access Right of Way Line (restricting all ingress and egress), to a point on the Southeasterly Right of Way line of said Springwells Court and the Northwestern line of Lot 2 of said Amended Plat; thence S.31°-04'-27"W., 282.34 feet along said Southeasterly Right of Way line of Springwells Court and said Northwestern line of Lot 2 to a tangential point of curvature; thence continuing along said Southeasterly Right of Way line of Springwells Court and said Northwestern line of Lot 2, Southwesterly 53.11 feet along the arc of a 550.00 feet radius curve to the right, having a chord bearing of S.33°-50'-25"W., 53.09 feet to a Limited Access Right of Way Line (restricting all ingress and egress); thence N.46°-26'-49"W., 93.95 feet on said Limited Access Right of Way line (restricting all ingress and egress) to said Northwestern Right of Way line of Springwells Court and said Southeasterly line of Lot 12 and a non-tangential point of curvature; thence Northeasterly 62.10 feet along the arc of a 451.08 feet radius curve to the left, having a chord bearing of N.35°-02'-28"E., 62.05 feet along said Northwestern Right of Way line of Springwell Court and said Southeasterly line of Lot 12; thence N.31°-04'-27"E., 273.08 feet along said Northwestern Right of Way line of Springwell Court and said Southeasterly line of Lot 12, to the **Point of Beginning**.

The transverse crossing easement above described contains 30278 square feet (0.695 acres), more or less.

Transverse Crossing Easement 8

A transverse crossing easement lying West of the centerline of Junction Street and East of a 70.00 feet Westerly offset of said centerline of Junction Street, being part of REEDER, JEROME, & DUFFIELD, SUBDIVISION OF THE EAST 354 FEET OF PRIVATE CLAIM NO. 39 as recorded in L. 7, P.29, of Wayne County Records, all located in T.2S., R.11E., WAYNE COUNTY, MICHIGAN and further described as follows: **Beginning** at a point being S.26°-40'-29"E., 17.41 feet from the Northerly corner of said Lot 13, said point being on the Northeasterly line of Lot 13, Block 12 of said Plat and the Southwesterly Right of Way line of Junction Street (66.00 feet wide), point being located N.28°-56'-01"W., 837.19 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located S.81°-03'-17"E., 2348.04 feet from a point on the line common to Private Claim 268 and Private Claim 32 located at the intersection of Regular Street with Dragoon Avenue recorded in Liber 41849, Page 117 of Wayne County Records; thence N.75°-04'-35"E., 33.71 feet to said centerline of Junction Street (66.00 feet wide);

thence S.26°-40'-29"E., 94.74 feet along said centerline of said Junction Street (66.00 feet wide); thence S.63°-19'-34"W., 70.00 feet; thence N.26°-40'-29"W., 105.59 feet; thence N.69°-27'-59"E., 37.21 feet to the **Point of Beginning**.

The transverse crossing easement above described contains 7073 square feet (0.162 acres), more or less.

Transverse Crossing Easement 9

A transverse crossing easement lying within the Junction Street ROW (variable width) lying West of the centerline of Junction Street (variable width), being part of REEDER, JEROME, & DUFFIELD, SUBDIVISION OF THE EAST 354 FEET OF PRIVATE CLAIM NO. 39 as recorded in L. 7, P.29, of Wayne County Records, all located in T.2S., R.11E., WAYNE COUNTY, MICHIGAN and further described as follows: **Beginning** at the Southeast corner of Lot 15, Block 13 of said Plat, point being located N.30°-55'-38"W., 445.00 feet from a point on the line common to Private Claim 39 and Private Claim 30 located at the intersection of Junction Street with Fort Street recorded in Liber 35052, Page 49 of Wayne County Records, said point also being located S.73°-59'-29"E., 2596.49 feet from a point on the line common to Private Claim 268 and Private Claim 32 located at the intersection of Regular Street with Dragoon Avenue recorded in Liber 41849, Page 117 of Wayne County Records; thence N.27°-05'-30"W., 12.55 feet along the Southwest line of Junction Street (66.00 feet wide); thence N.63°-03'-49"E., 33.09 feet to the centerline of said Junction Street (66.00 feet wide); thence S.26°-40'-29"E., 94.13 feet along said centerline of Junction Street (66.00 feet wide); thence S.61°-44'-59"W., 39.97 feet to the Westerly Right of Way line of Junction Street (variable width); thence N.33°-34'-21"W., 25.41 feet along said Westerly Right of Way line of Junction Street (variable width); thence N.26°-39'-48"W., 57.31 feet to a point on the Southeasterly line of said Lot 15; thence N.63°-20'-12"E., 9.99 feet along said Southeasterly line of Lot 15 to the **Point of Beginning**.

The transverse crossing easement above described contains 3906 square feet (0.090 acres), more or less.

Surveys [Provided on Next Page]

TRANSVERSE CROSSING EASEMENTS

