

## WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT AGREEMENT (“Agreement”) is made and entered into this 20th day of April, 2026 (“Effective Date”), between LIVONIA PUBLIC SCHOOLS, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as “Grantor”), and the CITY OF LIVONIA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154 (hereinafter referred to as “Grantee”).

### RECITALS

A. The Grantor is the owner of certain real property commonly known as Livonia Public School’s Early Childhood Center, located at 18000 Newburgh Road, Livonia, Michigan, 48152, which is legally depicted and legally described in **Exhibit A**, under the Heading of “Legal Description”, which Exhibit is attached hereto and made a part hereof (hereinafter referred to as the “Premises”); and

B. The Grantee desires to acquire from the Grantor certain rights to a portion of the Premises in order to operate, maintain, improve, repair, replace and/or remove a public water main and related appurtenances constructed thereon (the “Water Main”) thereon.

#### IT IS THEREFORE AGREED:

1. Grant of Easement. In consideration of the sum of One and 00/100 (\$1.00) Dollar, and other valuable consideration, Grantor hereby grants to Grantee a perpetual, nonexclusive Water Main easement as hereinafter described.

2. Character of Easement. The easement granted herein is appurtenant to the Premises.

3. Purpose of Easement. The purpose of this grant and conveyance is to provide the Grantee with an easement to permit the operation, maintenance, improvement, repair, replacement and/or removal of the Water Main, and to provide the Grantee with access across the Premises to a portion of the Premises as described herein for the limited purpose of operating, maintaining, improving, repairing, replacing and/or removing the Water Main.

4. Location and Description of Easement. The location of the Water Main easement granted herein is legally described and depicted in **Exhibit A**, under the heading of “Easement Description”, which Exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as the “Easement Area”).

5. Operation, Maintenance, Improvement, Repair, Replacement and/or Removal. The operation, maintenance, improvement, repair, replacement and/or removal of the Water Main shall be at the sole cost and expense of the Grantee. During all aspects of any work performed on the Premises, Grantee also covenants and agrees to do the following:

a. Backfill and temporarily restore on a daily basis all driveways, parking lots and sidewalk areas located upon the Premises and disturbed by virtue of the operation, maintenance, improvement, repair, replacement and/or removal of the Water Main, until such time as final restoration of the affected areas occurs pursuant to Paragraph 6 herein;

- b. Backfill or fence during working hours all excavations on the Premises when not supervised to ensure safety;
- c. Secure all equipment and materials during non-working hours so as to prevent access by any licensees, invitees, guests or trespassers;
- d. Provide Grantor with continued access for ingress and egress over, under, through and across the Easement Area;
- e. Provide Grantor with continued access to the Premises; and
- f. Carry on its work to ensure only minimal interference or disruption of Grantor's school operations on the Premises and at such times which are satisfactory and approved by Grantor.

6. Restoration. If upon completion of any maintenance, improvement, repair, replacement, removal and/or any such work performed upon the Water Main the Premises have been affected in any manner by said maintenance, improvement, repair, replacement, removal and/or any such work performed on the Premises, Grantee shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such work. Such restoration shall include but not be limited to the following:

- a. The restoration of sodded and grassed areas;
- b. Any driveways, parking lots, sidewalks, bike paths, culverts, curbs and headwalls so disturbed shall be restored with like materials and to matching thickness and appearance as prior to Grantee's commencement of any such work;
- c. Any and all shrubbery, removed, destroyed or disturbed in any manner shall be replaced upon completion of any such work with like shrubs and to matching maturity; and
- d. The restoration of disturbed or destroyed chain link fencing, if any, located upon the Premises.

Such restoration shall occur not later than sixty (60) days after completion of maintenance, improvement, repair, replacement, removal and/or any such work performed upon the Premises. If, however, weather conditions and/or local frost laws prevent the timely restoration of the Premises, such restoration shall occur as soon as reasonably practicable but not later than the first growing season after completion of the work performed.

7. Maintenance. Grantee, at its sole cost and expense, shall be responsible for operating, maintaining, improving, repairing, replacing and/or removing the Water Main in the condition required for its intended use, including the regular removal of silt, debris, vegetation, or other matter that may interfere with proper operation of the Water Main. Notwithstanding the foregoing, in the event that a repair is not timely made and the delay interrupts the Grantor's normal educational operations at the Premises, then in that event, the Grantor has the right, but not the obligation, to temporarily repair the Water Main in order to permit the Grantor to operate school until the Grantee is able to permanently repair the Water Main.

8. Grantor's Rights. Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the Easement Area for any and all purposes which do not interfere with or prevent the use by Grantee. If the Grantor or any of Grantor's successors or assigns shall dedicate all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedications, without, however, extinguishing the easement right granted herein.

9. Nonexclusive Easement. The easement, rights, and privileges granted herein are nonexclusive, and Grantor reserves and retains the right to convey similar easements and rights to such other persons as Grantor may deem proper provided such similar easements do not affect Grantee's easement hereunder.

10. Liability and Reservation of Rights. Each party shall be responsible for the acts and omissions of their respective employees, officials, administrators, officers, contractors, subcontractors, agent and any other person or entity associated with such entity. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any

constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of either party and shall not be construed to waive the defense of governmental immunity held by any party to this Agreement.

11. Insurance. Grantee, at its sole cost and expense, shall maintain and keep in effect, general liability insurance on the Premises during and until completion of any maintenance, improvement, repair, replacement, removal and/or any such work performed upon the Premises with a company and in a form acceptable to Grantor with minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$3,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. In addition, Grantee shall require each contractor performing work on the Premises to keep in force at its sole cost and expense during and until completion of any maintenance, improvement, repair, replacement, removal and/or any such work performed upon the Premises, in a form acceptable to Grantor, an Owner's and Contractor's Protective Policy naming Grantor as the principal insured and shall also require each contractor to name Grantor as an additional insured on all contractor policies of insurance with both policies having minimum limits of \$1,000,000.00 on account of bodily injuries to or death of one person, and minimum limits of \$3,000,000.00 on account of bodily injuries or death of more than one person, or such other amounts as Grantor may, from time to time, reasonably request, as a result of any one accident or occurrence; and property damage insurance with minimum limits of \$1,000,000.00, or such other amounts as Grantor may, from time to time, reasonably request. Prior to commencement of any work, Grantee shall provide Grantor with a certificate of insurance or other written evidence of Grantor's coverage as an additional insured, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to Grantor.

12. Liability of Grantee. Grantee shall be responsible to the Grantor for liabilities incurred by the Grantor, arising out of the actions of the Grantee during the operation, maintenance, improvement, repair, replacement, removal or any work performed upon the Water Main on the easement granted. These liabilities shall include costs, expenses, reasonable attorney's fees and liabilities for personal injury or property damage, including damage to property of the Grantor. The terms "Grantee" and "Grantor" shall include their designees, agents, contractors, successors and employees. Nothing in this clause shall be construed to limit either Grantee's or Grantor's defenses and rights, including the right to assert a claim of governmental immunity.

13. Compliance with Applicable Law. Grantee shall conduct the operation, maintenance, improvement, repair, replacement and/or removal of the Water Main in accordance with all applicable federal, state and local laws, codes, regulations and ordinances regarding same.

14. Covenants to Run with Land. The covenants contained in this Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

15. Recording of Easement. This Water Main Easement Agreement shall be executed in recordable form and shall be recorded with the Wayne County Register of Deeds.

16. Exempt from Transfer Tax. This Water Main Easement Agreement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

17. Entire Agreement. This Water Main Easement Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any modification of this Water Main Easement Agreement must be in writing and must be signed by the party to be charged.





**EXHIBIT A**

**DEPICTION AND LEGAL DESCRIPTION AND OF THE  
PREMISES AND THE WATER MAIN EASEMENT**