

BEAR CREEK  
INTER-COUNTY DRAINAGE BOARD  
NOVEMBER 09, 2022  
10:15 A.M.  
AGENDA

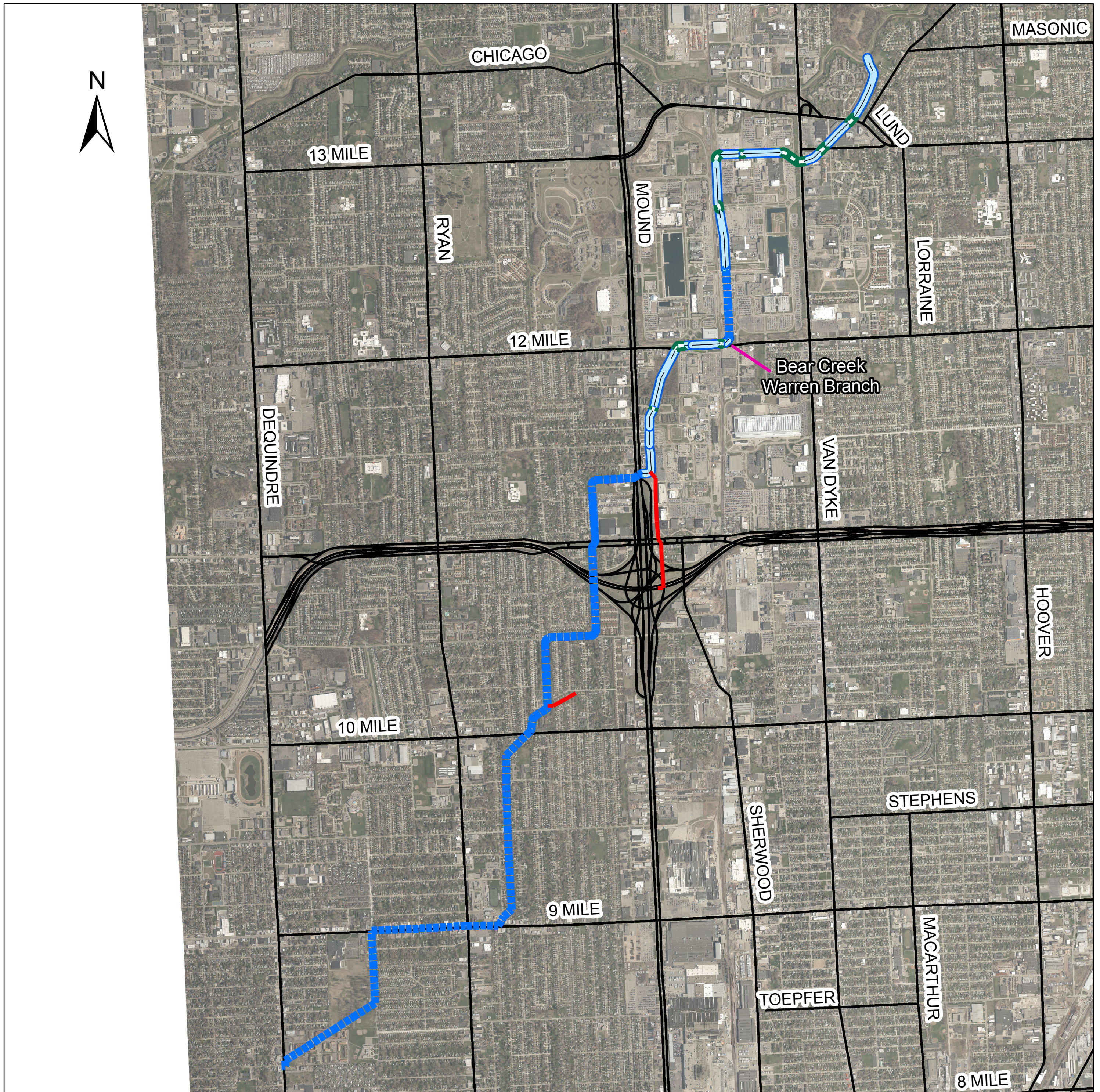
**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE  
OPTION FOR PUBLIC**

**Call in Number: 1-657-238-8494  
Access Code: 262 945 850**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of September 21, 2022	3
4. Public Participation	
5. Bear Creek/GM Daylighting Project Overview, Easement Determination, Updated 425 Agreement - Jeff Bednar, Jaime Burton, Tom LaCross	7
Motions:	
1. To approve the Drainage Easement Agreement and authorize the Board Chair to sign the agreement on behalf of the District.	
2. To approve the revised Section 425 Petition Agreement between the Bear Creek Inter-County Drain and General Motors and authorize the Board Chair to sign the agreement on behalf of the Drainage District.	
6. 2023 Board Meeting Dates	113
7. Consideration for approval of invoices (see attached)	114
8. Financial Update – Bruce Manning	115
9. Other Business	
10. Adjourn	

# BEAR CREEK DRAIN (INTER COUNTY)

## CENTERLINE/WARREN/OAKLAND COUNTY



Drain Length (Feet/Miles):  
54,012.44 / 10.23

### Legend

- | Enclosed Gravity                                   | Open Channel  |
|--|---|
| <span style="color: red;">—</span> < 60" Dia       | <span style="border: 1px solid blue; border-radius: 5px; display: inline-block; width: 20px; height: 10px;"></span> Ditch |
| <span style="color: blue;">■■■■■</span> >= 60" Dia | <span style="border-bottom: 1px dashed blue; display: inline-block; width: 20px;"></span> Pond                            |
| <span style="color: green;">-.-.-</span> Culvert   |   |

A meeting of the Inter-County Drainage Board for the **BEAR CREEK DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan on September 21, 2022.

PRESENT: Michael Gregg, Chairman  
Michigan Department of Agriculture & Rural Development

Candice S. Miller, Secretary  
Macomb County Public Works Commissioner

Jim Nash, Member  
Oakland County Water Resources Commissioner

ALSO PRESENT: Brian Baker, Chief Deputy; Jeff Bednar P.E., Environmental Resources Manager; Stephen Downing, Construction and Maintenance Manager; Denise Harwood, Fiscal Analyst; Bruce Manning, Financial Manager; Pamela Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Anne Vaara, Oakland County Water Resources Chief Deputy; Steve Korth, P.E., Manager, Office of Oakland County Water Resources; Ali Alsaffar, US Army Detroit Arsenal; Bob Sutton, US Army Detroit Arsenal

The Chairman called the meeting to order at 10:01 a.m.

A motion was made by Ms. Miller, supported by Ms. Vaara to approve the agenda as presented.

Adopted: YEAS: 3  
NAYS: 0

The minutes of the meeting of May 24, 2022 were presented. A motion was made by Ms. Vaara, supported by Ms. Miller to approve the minutes as presented.

Adopted: YEAS: 3  
NAYS: 0

The meeting was open to public participation, then closed, there being no comments from the public.

Mr. Downing updated on the Tap Repairs at 27663 Mound Road. The property is the Old Regal Lanes, now owned by a company called JAL Properties. The property owner has been doing some improvements to the property over the last several years and recently contacted our office to discuss further changes. During our initial investigation of the proposed site changes, we discovered a newly installed fence directly atop of the Bear Creek drain. The property owner has since rescinded the proposed plan because they say that the tenant backed out. We had Doetsch Environmental assess to make sure there was no damage from the fence to the drain. There was no damage. However, while onsite, they checked the 2 parking lot taps and discovered there was infiltration from these taps. Doetsch was directed to rehab those taps to stop the infiltration.

A motion was made by Ms. Miller, supported by Mr. Nash to approve the payment of \$15,230.40 to Doetsch Environmental Services Inc. for Tap Repairs.

Adopted: YEAS: 3  
NAYS: 0

Mr. Downing updated on the 10 Mile Sinkhole Phase I and II. There was a discussion at the April meeting about a sinkhole that was found back of curb on 10 Mile Road and Loretta Street. The Board authorized MCPWO to facilitate an investigation by FK Engineering to see if this was an issue tied to the Bear Creek Drain. It was observed that the sinkhole had increased to a size of approximately 8 feet by 2.5 feet, and a depth of nearly 6 feet. We immediately worked with the Department of Roads and had the lane closed. FK Engineering and Oscar Renda went to the site to look at getting the pipe stabilized. It was clear to them that any more degradation of the pipe and loss of soil could destabilize the pipe and cause a collapse. The upper part of the pipe was in good condition. Oscar Renda, along with FK Engineering developed an internal brace to support the pipe, and installed concrete flowable fill. This work is referred to as Phase I and Mr. Downing referenced some photos in the packet.

Phase II has two different options. One is to remove the failing CMP and replace with 10- foot diameter reinforced concrete pipe. The other is to utilize a geo-polymer spray-lining rehabilitation method. We received a quote from Clancy Contracting to perform Option #1 for \$136,655. The current lead time to procure 10 foot diameter RCP is 8 weeks. Option #2 was quoted by Oscar Renda Contracting, Inc. for the geo-polymer spray-lining for \$196,873.87 with \$12,500 for FK Engineering which brings Option #2 to a total not-to-exceed amount of \$209,373.87.

As discussed in the April board meeting, we are looking at alternative options for failing CMP in our drains. This location would be ideal for a pilot project to utilize a fully structural geo-polymer spray-lining method for rehabilitation instead of conventional excavate, remove, and replace with RCP. The process for both repairs is probably about 7 days each.

Ms. Miller added that entertaining the pilot option may be good as the life expectancy for each option is similar. She said she could go either way but it is good to know there is another application that would work. Mr. Downing said that there is no recommendation, this information is being presented to facilitate discussion with the Board. Mr. Gregg asked if the entire diameter of the pipe would be spray lined and asked how thick it is. Mr. Downing said that it is 2 ½ inch thick all the way around with a carbon fiber c-grid in after the first 1 ½ inches. As part of the open discussion, Ms. Miller asked Mr. Korth his opinion. Mr. Korth said it is a unique situation, the price from Clancy Contracting is good. Mr. Downing said that he sat down with Oscar Renda in the beginning and the price started at \$360,000. After talking through and finding ways to bring the number down, they were able to get it down to \$196,000. He said he used Oscar Renda because we have a standing relationship with them as they are working on Segment 5. Mr. Gregg asked if there is a specific time of year that would be better. Mr. Downing said no. However, freezing temperatures are not ideal. Mr. Nash said it is still hard for him to accept that the lining can be as long lasting as the new pipe. He said it just seems like it would not be as thick, and Mr. Bednar said that it is a stronger material. Mr. Downing also mentioned that FK Engineering went in and identified other areas within the pipe that would need to be spray lined. That is why there is a \$25,000 allowance as part of the \$196,000 for grouting obvious voids. They will access through a manhole if they were to do the spray lining.

Mr. Gregg asked if there were any utility conflicts. Mr. Downing said that there does not appear to be, except for a tree that needs to be removed. They will contact Miss Dig prior to excavation. He added that depending how much of the cementitious grout is used, they could spend a bit less than \$196,000. Finally, Mr. Downing said that if they do go with the Spray Lining he would like to treat it like a semi pilot program where there is some kind of warranty built in. Mr. Bednar then

said as we dig into this, more of the road may be disturbed. So there may be more that needs to be restored after they put in the concrete pipe. Ms. Vaara asked what a warranty would look like, and Mr. Downing said that he can start with a 2 year warranty and could ask for 5 years, and look to get an annual inspection included in the warranty.

Motion was made by Ms. Miller, supported by Mr. Nash to approve the payment of \$5,784 to FK Engineering and \$28,839.85 to Oscar Renda Contracting for Phase I Pipe Stabilization work totaling \$34,623.85.

Adopted: YEAS: 3  
NAYS: 0

Motion was made by Ms. Miller, supported by Mr. Nash to approve the Option #2 proposal from Oscar Renda and FK Engineering for the Phase II Pipe Rehabilitation work for a not-to-exceed amount of \$209,373.87.

Adopted: YEAS: 3  
NAYS: 0

Mr. Manning updated on the Insurance Policy Renewal stating that the insurance is broken down for expenses with the Bear Creek portion due of \$11,698 premium. Mr. Baker said that we actually renewed it already once the Red Run approved it. Mr. Nash noted that there is an additional premium added in for terrorism of \$2,158 but the total does not reflect that additional amount. Mr. Baker asked Mr. Manning to look into that.

A motion was made by Ms. Miller, approved by Mr. Nash to approve the general liability insurance coverage renewal with Argonaut Insurance Company in the amount of \$83,783 (Bear Creek share \$11,698).

Adopted: YEAS: 3  
NAYS: 0

Mr. Bednar updated on the status of Bear Creek Daylighting Project – Drain Easement/Long Term Maintenance Plan. GM is looking to have an easement width that is narrower than what we have currently. Currently we have 120 feet easement width and they are proposing a 90 foot width through their project channel. Jamie Burton suggested that they might do a rock line channel. We asked for the agreement to say it will have a minimum width of 90 feet but the final width would be determined based upon the design parameters. He shared a video of a water project with a rock line channel. The utilities are the reason for the narrower ask of the channel. There is some contention with their encroachments having first rights on this easement. During negotiations it was suggested that if we disturb their encroachment, the drainage district would be liable for repair. We do not agree. We will bring it to the Board for conversation. Mr. Bednar said he should be ready to give recommendations in October or November.

The Chairman presented the invoice totaling \$31,342.40 as provided to the Board for review and approval.

A motion was made by Mr. Nash, supported by Ms. Miller to approve the invoices as presented.

Adopted: YEAS: 3  
NAYS: 0

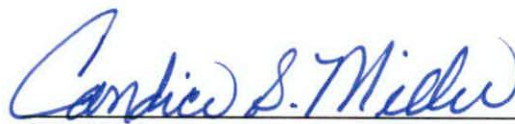
A motion was made by Ms. Miller, supported by Mr. Nash to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 3  
NAYS: 0

There being no further business, it was moved by Mr. Nash supported by Ms. Miller that the meeting of the Bear Creek Inter-County Drainage Board be adjourned.

Adopted: YEAS: 3  
NAYS: 0

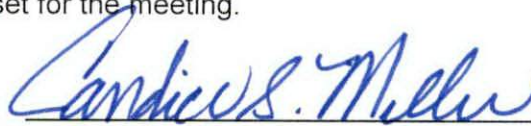
The meeting was adjourned at approximately 11:03 a.m.



\_\_\_\_\_  
Candice S. Miller, Secretary  
Bear Creek Inter-County Drainage Board

STATE OF MICHIGAN  
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on September 21, 2022. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



\_\_\_\_\_  
Candice S. Miller, Secretary  
Bear Creek Inter-County Drainage Board

DATED: 09/21/22



October 28, 2022

Macomb County Public Works Office  
21777 Dunham Road  
Clinton Township, MI 48036

Attn: Mr. Jeffery Bednar, PE, CFM, Environmental Resources Manager

Re: Drain Easement Width Determination  
Bear Creek Inter-County Drain

HRC Job No. 20210435

Dear Mr. Bednar:

General Motors Global Technical Center (GM GTC) has requested that Hubbell, Roth & Clark, Inc. (HRC) perform a Hydraulic and Hydrology (H&H) study to evaluate the existing capacity of Bear Creek Inter-County Drain (Drain) and propose solutions to reduce the Drain flooding in the GM GTC property and ultimately provide insights and facilitate the Drain easement determination. The memo prepared and presented by HRC dated July 19, 2022, describes the H&H study and the proposed solutions tasks, and this letter focuses mainly on the drain easement width determination.

We plotted the existing drain easement description provided by Macomb County Public Works Office (MCPWO) (See *Exhibit A*). The drain easement plotted is not where the Drain is located today. Regardless, the new 425 Agreement and 2022 Easement will rescind and abandon all previous easements and establish a new easement across the entire parcel where the official Drain is located is recommended.

After several discussions with the MCPWO and the follow-up virtual meeting held on October 24, 2022, the parties settled on an easement width that is suitable to preserve the flow capacity in the daylighted areas below current elevations for a 10 year event. In these sections of the improved drain, the cross sectional area will be increased substantially beyond the easement limits. Thus, justification is warranted to demonstrate that any encroachments to the section outside of the easement controlled area will not affect the conveyance capacity of the drain.

We utilized the H&H model developed by Applied Science, Inc (ASI) in 2021 and determined the top water surface width for the 10 year storm events for the current open Drain within the GM Tech property. The ASI's model was used as baseline conditions for this determination. The model results confirm that the top width for the 10 year storm events for the baseline conditions varies from 51 to 87 ft (See *Exhibits B and C*). Therefore, the 90ft top width was selected as the proposed minimal Drain easement width.

As discussed in the hydraulic memo dated July 19, 202, to reduce the Drain flooding in the GM property, daylighting a segment of the Drain from Station 23+00 to Station 40+00 and upsizing three culvert crossings at Stations 28+50, 40+50, and 59+50 were proposed. We developed the proposed conditions model to reflect these changes and determined the impacts on the 10 year storm events. The proposed conditions model confirms the 10 year water elevation drops by about 10 inches and the top width for the 10 year storm events.

The intent of the easement determination was to maintain the conveyance capacity of the Drain for 10 year storm events and to ensure that any future activities adjacent to the Drain will not cause blockage and encroachments. For this project, we did not perform a conventional encroachment analysis that is usually conducted for floodway determination by FEMA. However, we performed a simplified approach to determine the easement width. We overlapped the existing channel cross section immediately upstream of the culvert crossing 1 with the proposed daylighting cross section (See *Exhibit D*). The 10 year water surface elevation (WSEL) at the beginning of the daylighting for the baseline conditions is 610.47, and it will be dropped by about 10 inches with daylighting and constructing a two-stage channel.

The 90 ft top width was translated to the drain bottom to create the easement protected bottom area Below is the cross-sectional area of each channel.

- ≡ Cross-Sectional Area at 10 year WSEL (or 610.47ft):
  - Existing Channel= 743 ft<sup>2</sup>
  - Proposed Channel= 2,890 ft<sup>2</sup>
  - Easement Channel= 1,385 ft<sup>2</sup>

The cross-sectional area of the easement channel is still greater than the existing channel. If any fill activities occur on the banks of the proposed two-stage channel, as long as it is outside of the 90 ft drain easement, it will not cause encroachment for the 10 year storm event. The 90 ft easement can maintain the 10 year flow conveyance of Bear Creek Drain.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James Burton, P.E.  
Vice President



Fatemeh A. Babakhani, PhD, P.E.  
Hydraulic Manager

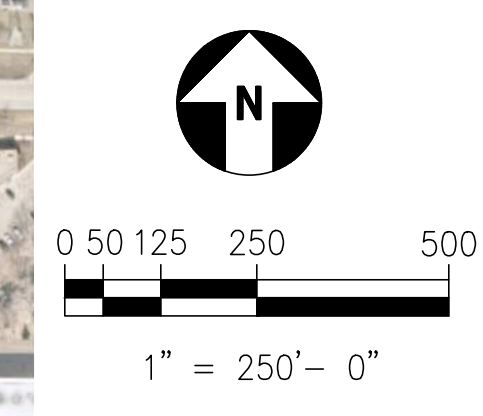
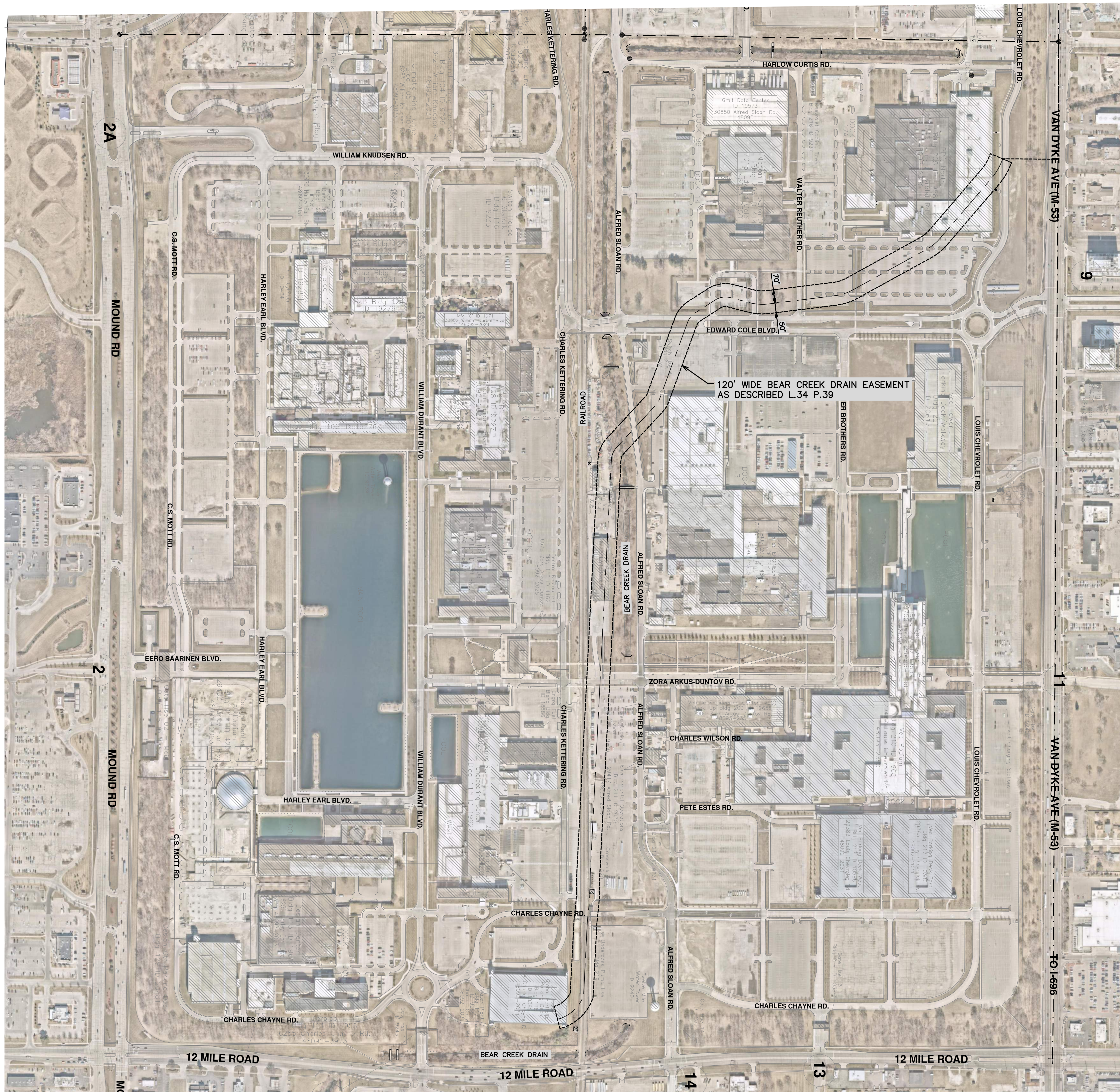
Attachments: Exhibits A through D

GM; Greg Combs, Facilities Engr – Sustainment & Consulting  
HRC; Tom LaCross, P.E.

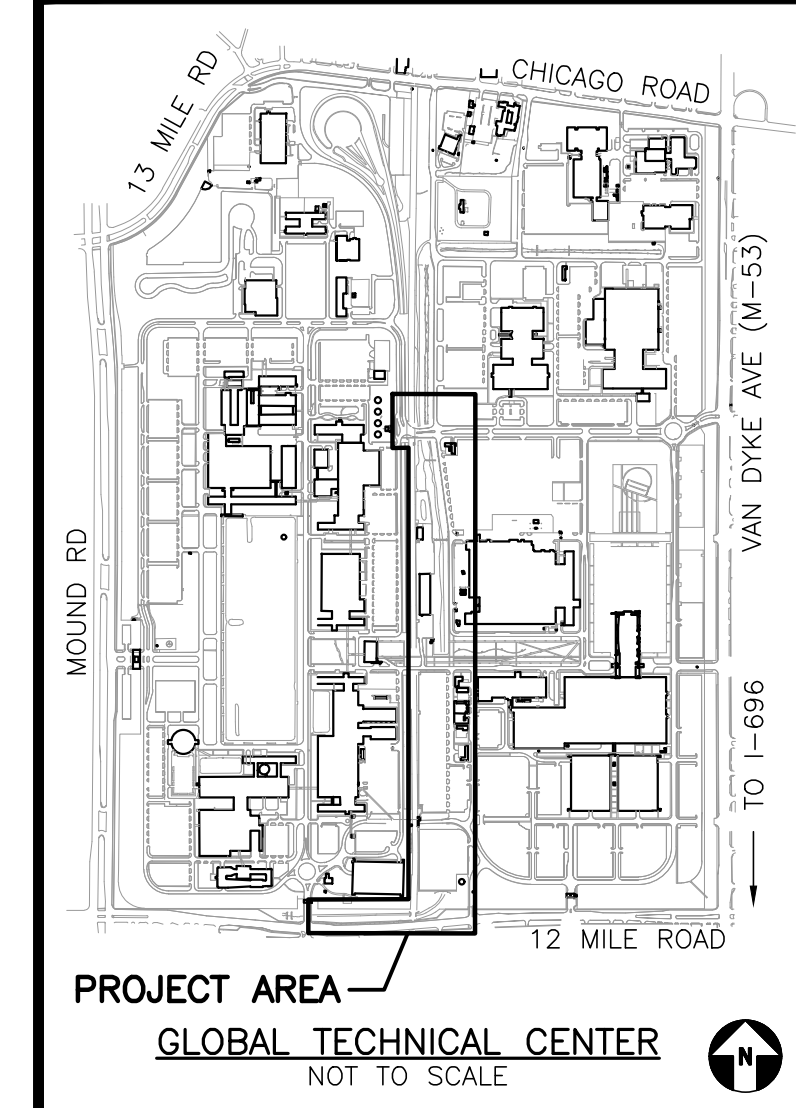


# Exhibit A

## Existing Drain Easement



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPP APPROVAL



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPP APPROVAL

REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

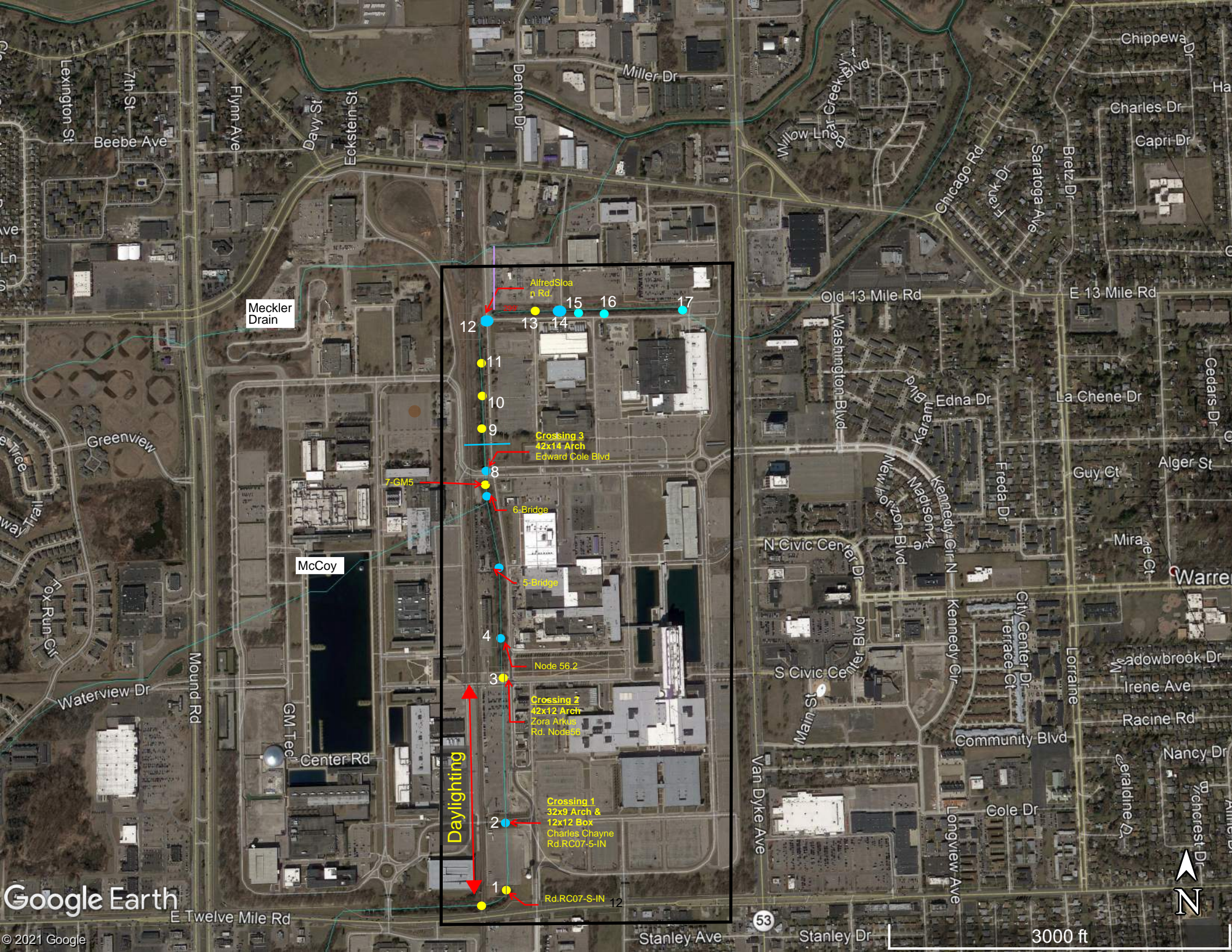
**EXISTING SITE PLAN  
- OVERALL  
EXHIBIT 'B'**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE 1"=250'	<b>CS1-001</b>
DATE FEBRUARY 2022	

V:\202104\20210435\C\Exhibits\20220923\_CS1-001\_overall\_site\_existing\_easement.dwg

# Exhibit B

## Project Overview



Meckler Drain

McCoy

Daylighting

12

11

10

9

8

7

6

5

4

3

2

1

12

13

14

15

16

17

Alfred Sloan Rd

Crossing 3  
42x14 Arch  
Edward Cole Blvd

7-GM5

6-Bridge

5-Bridge

Node 56.2

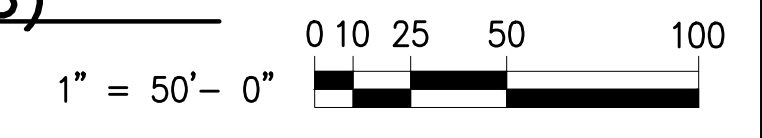
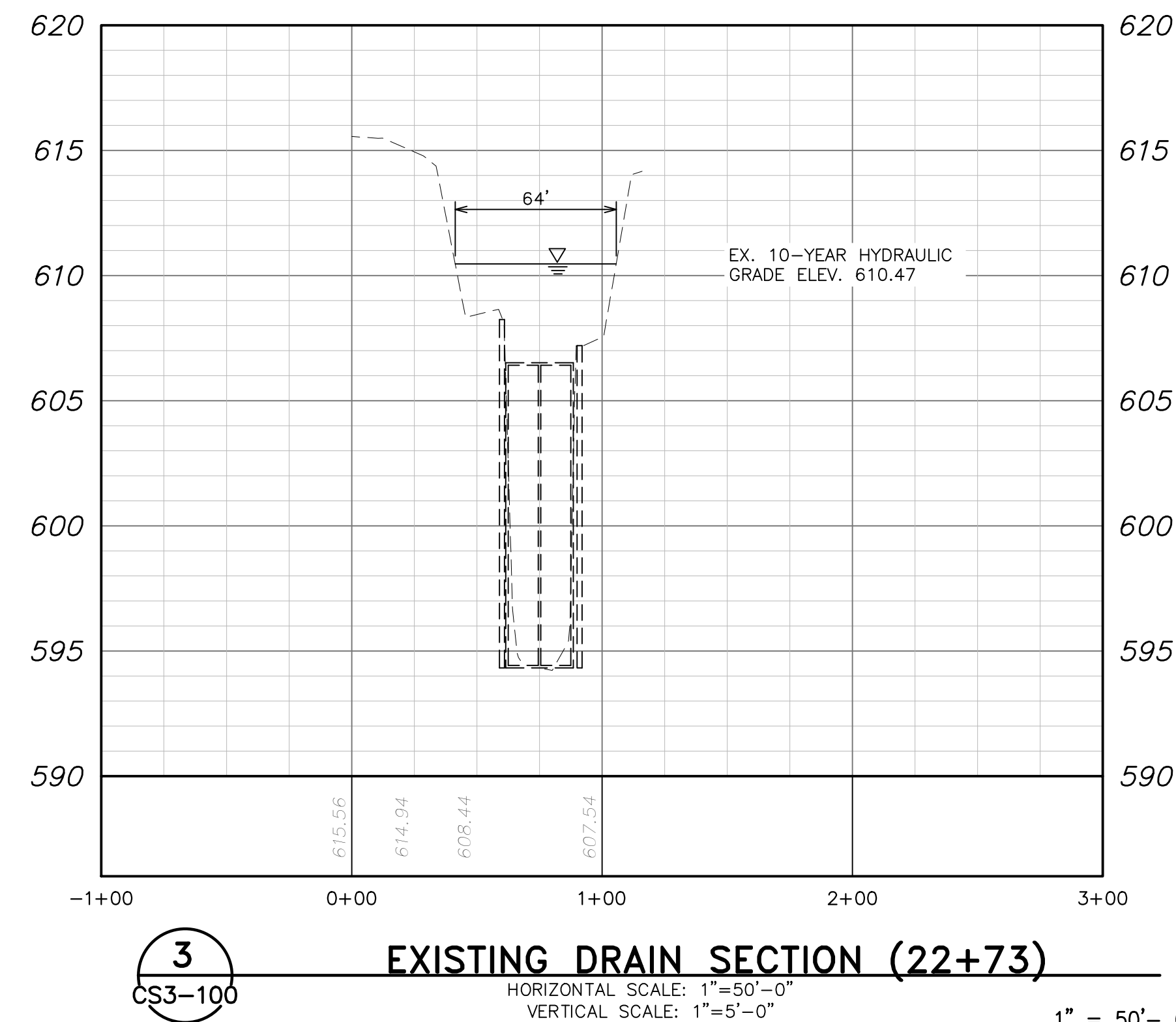
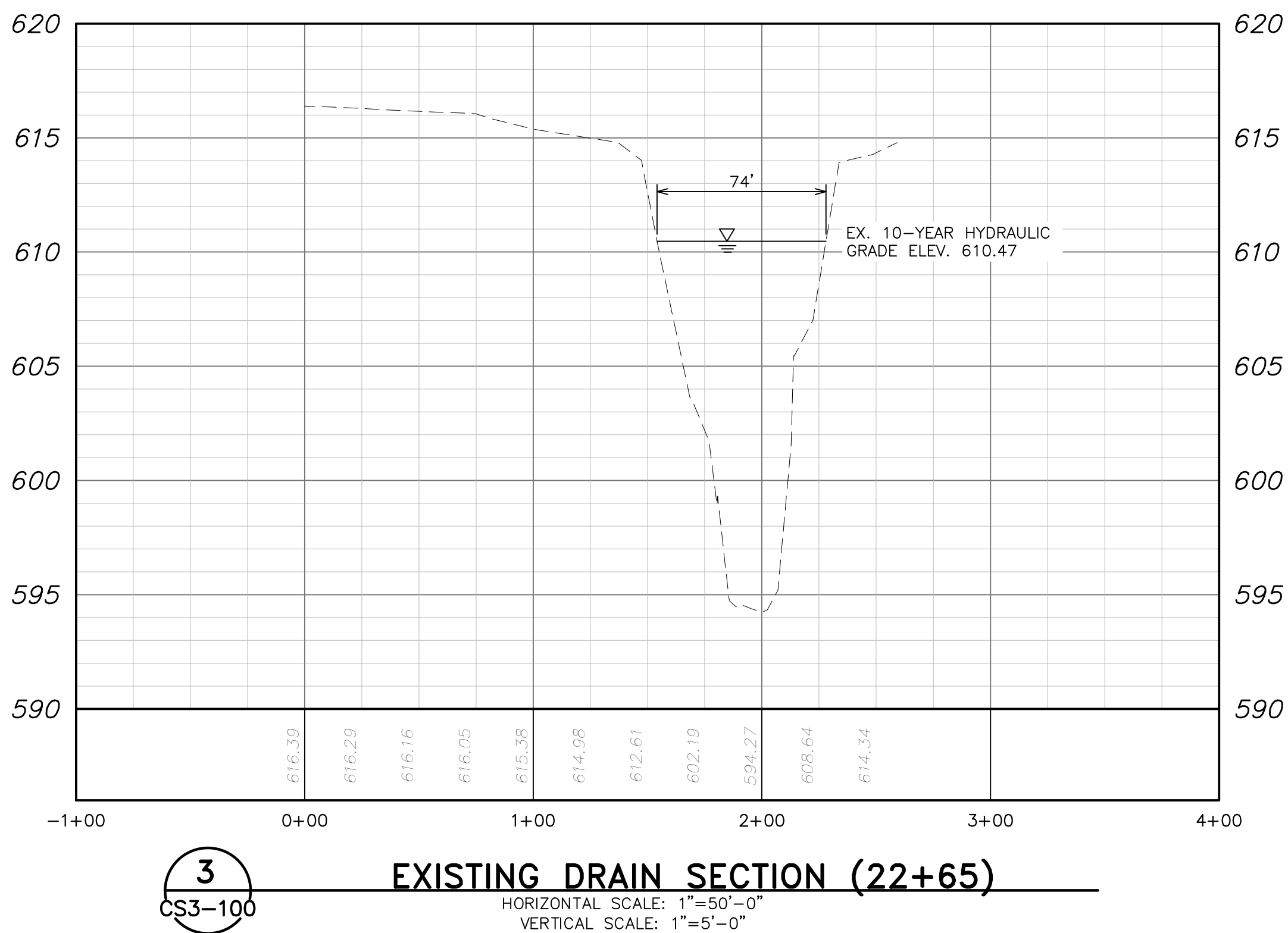
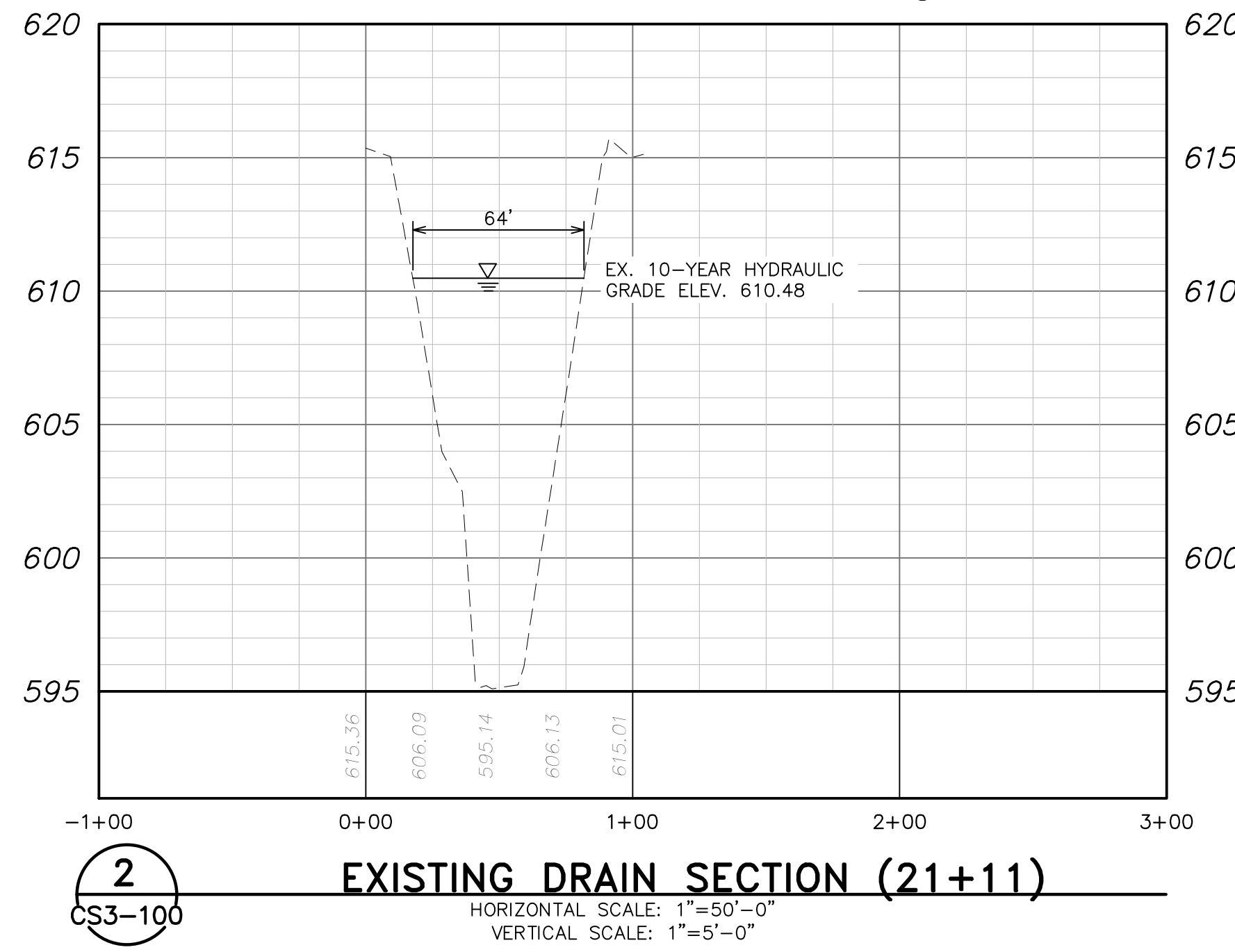
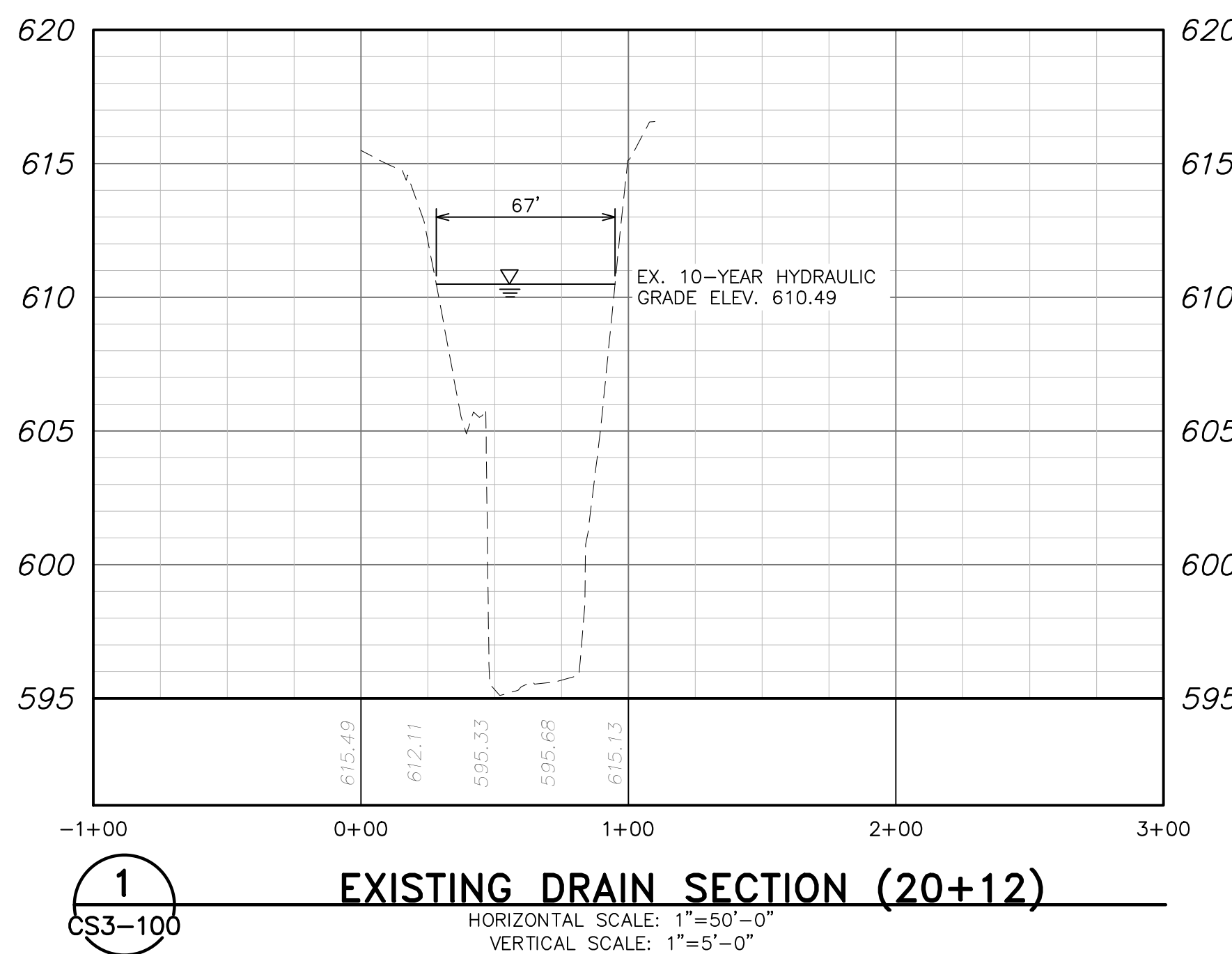
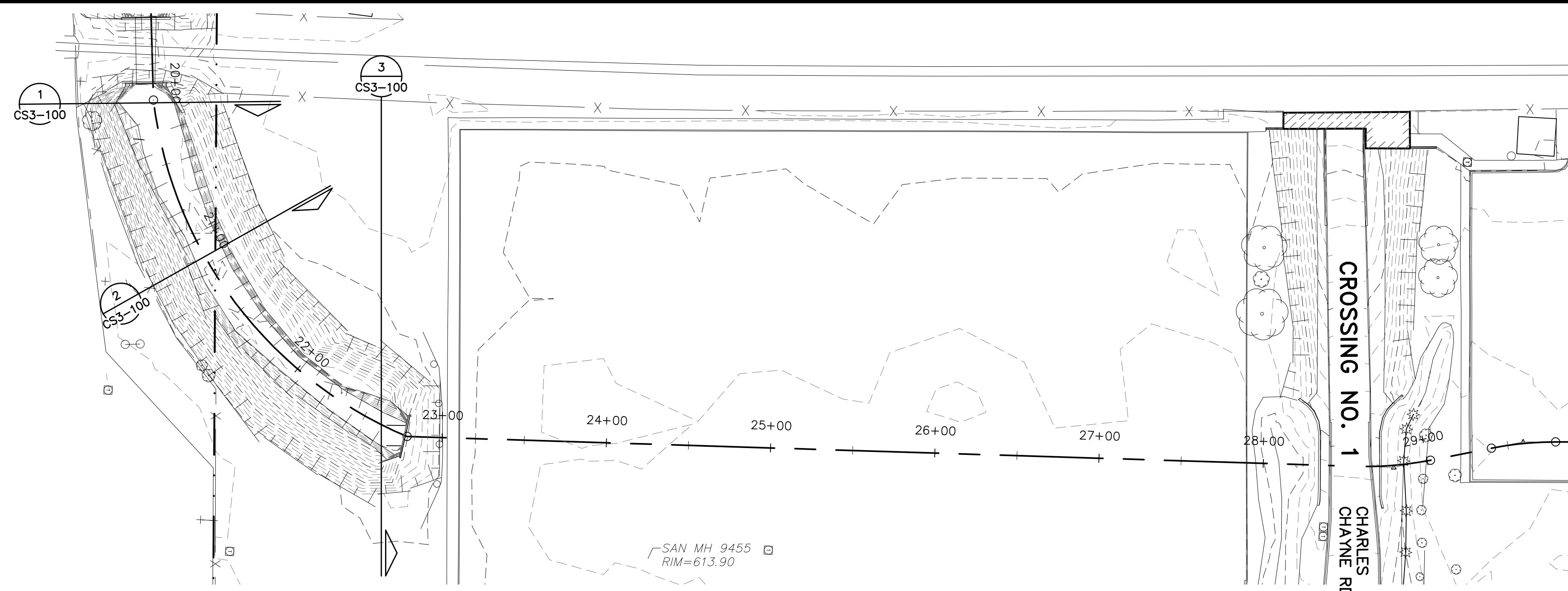
Crossing 2  
42x12 Arch  
Zora Arkus Rd. Node 56

Crossing 1  
32x9 Arch &  
12x12 Box  
Charles Chayne Rd. RC07-5-IN

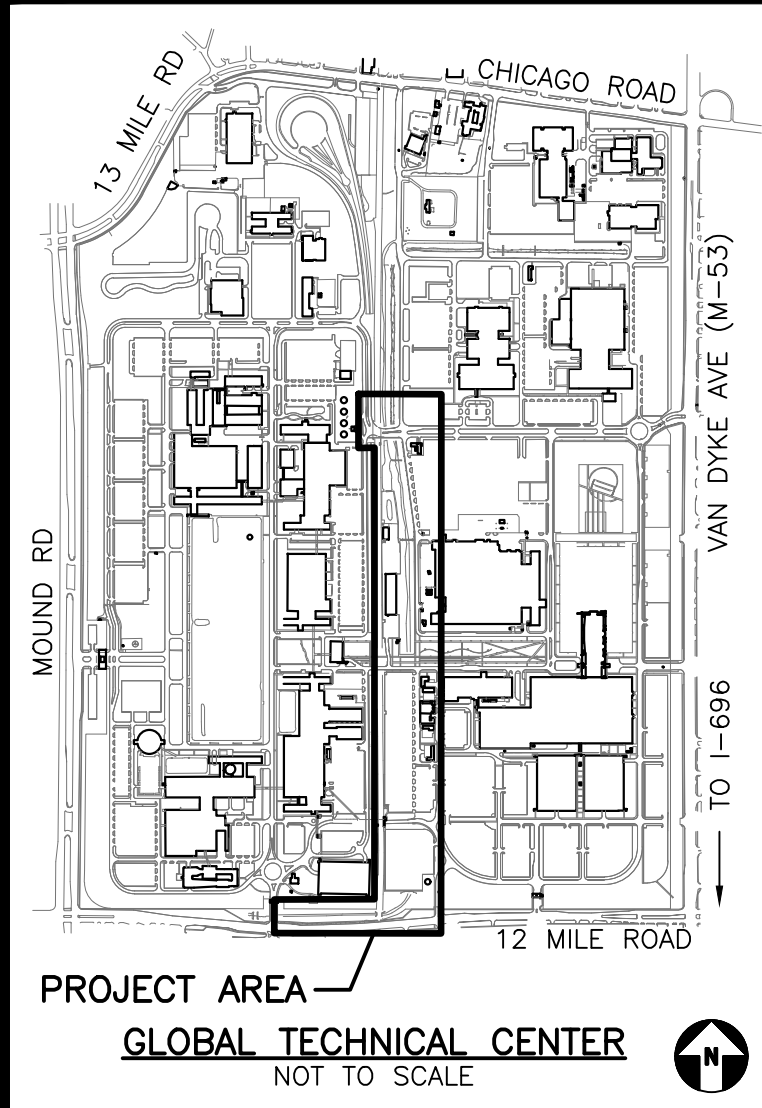
Rd. RC07-S-IN

# Exhibit C

## Cross Sections



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			
SUPPLIER PROJECT NO. 20210435		CERTIFIED BY	
SUPPLIER DRAWN BY CDM			
SUPPLIER CHECKED BY TDL			
SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

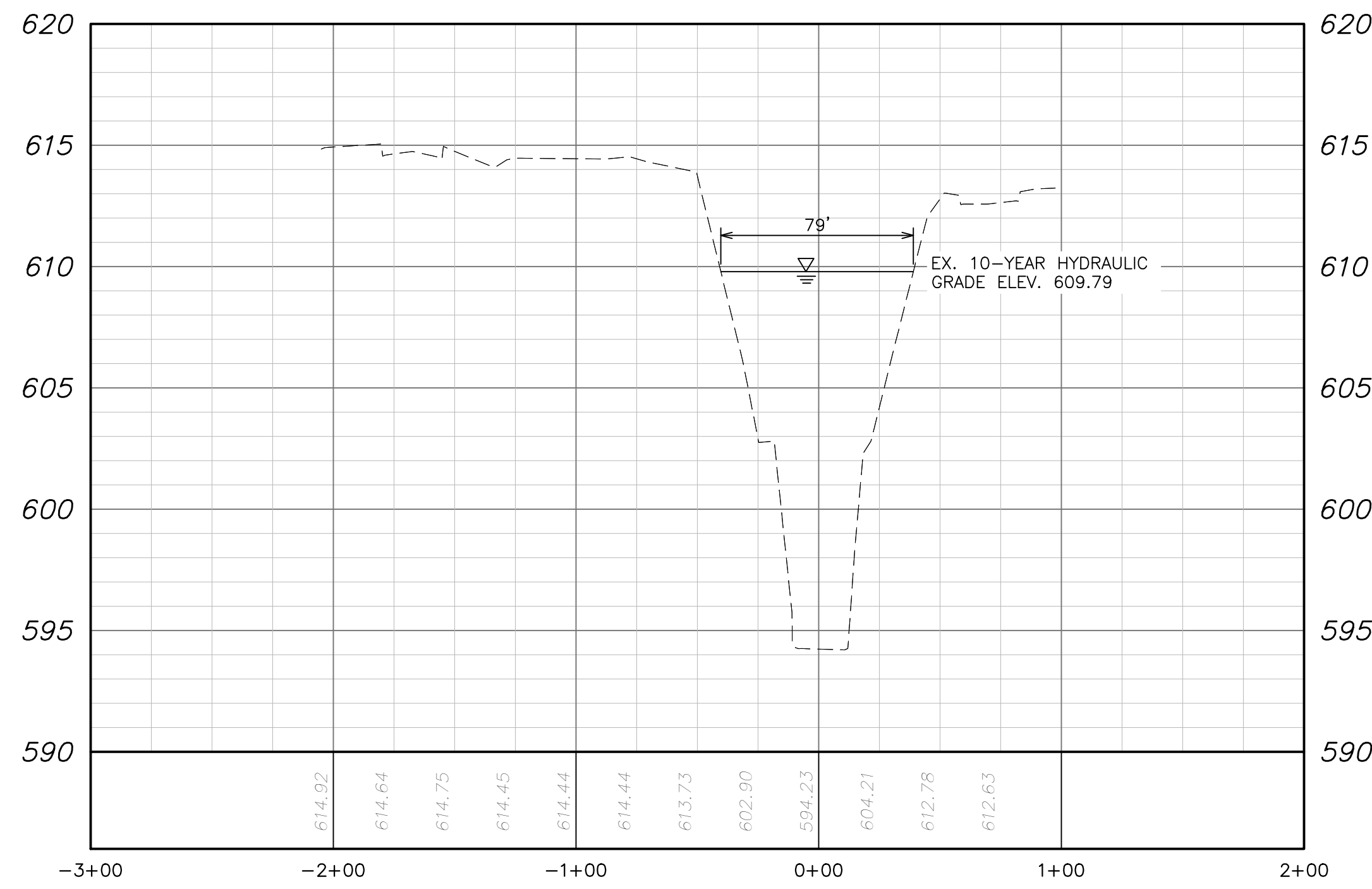
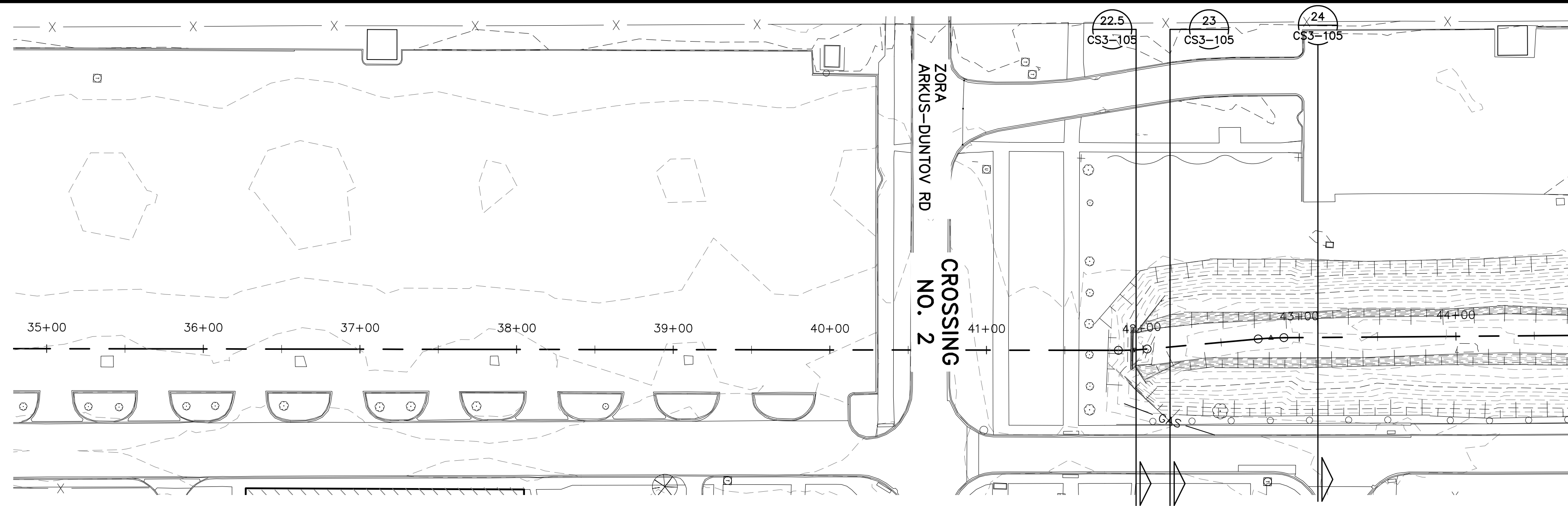
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

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30400 Mound Road, Warren, MI 48090

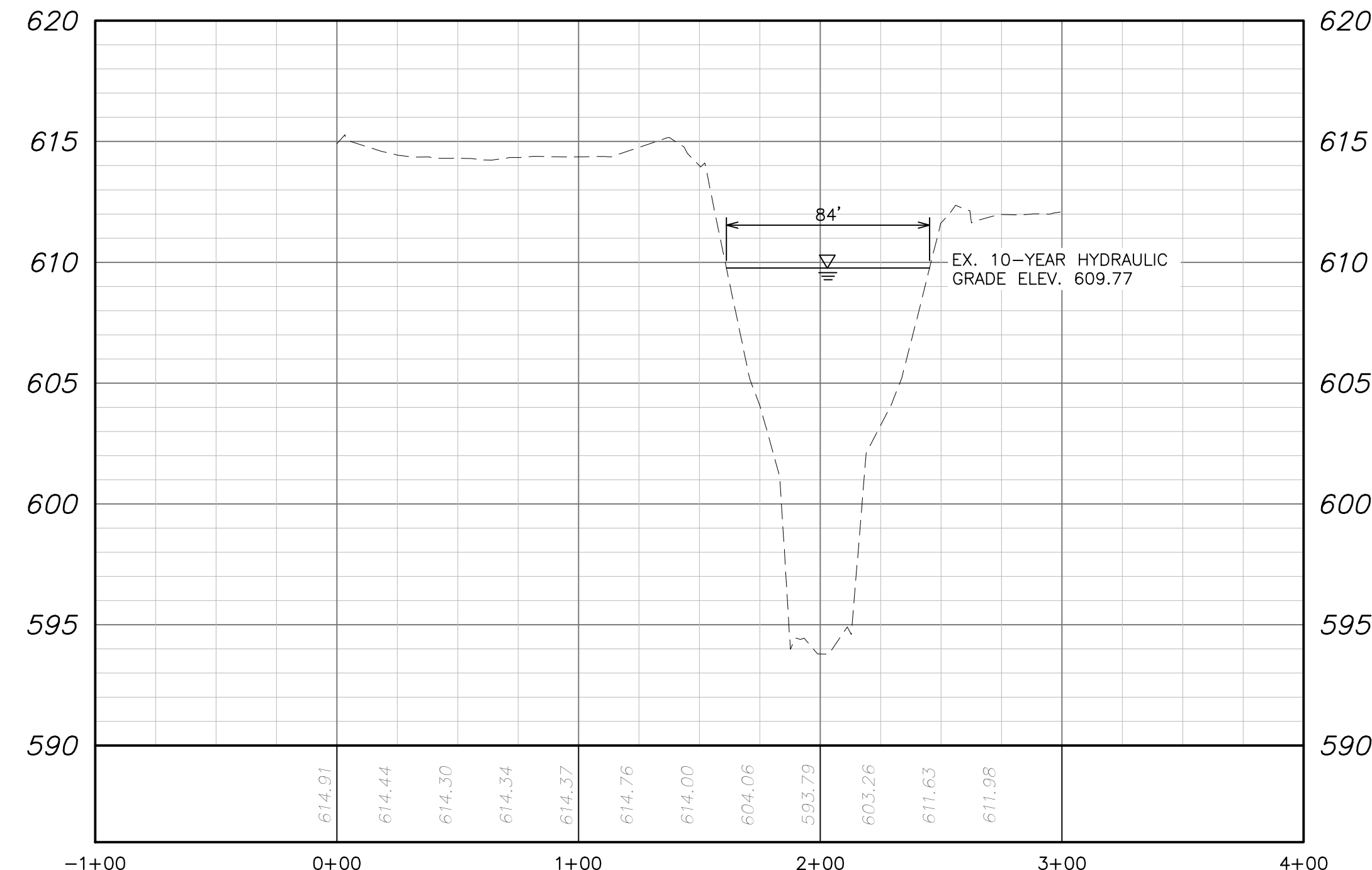
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

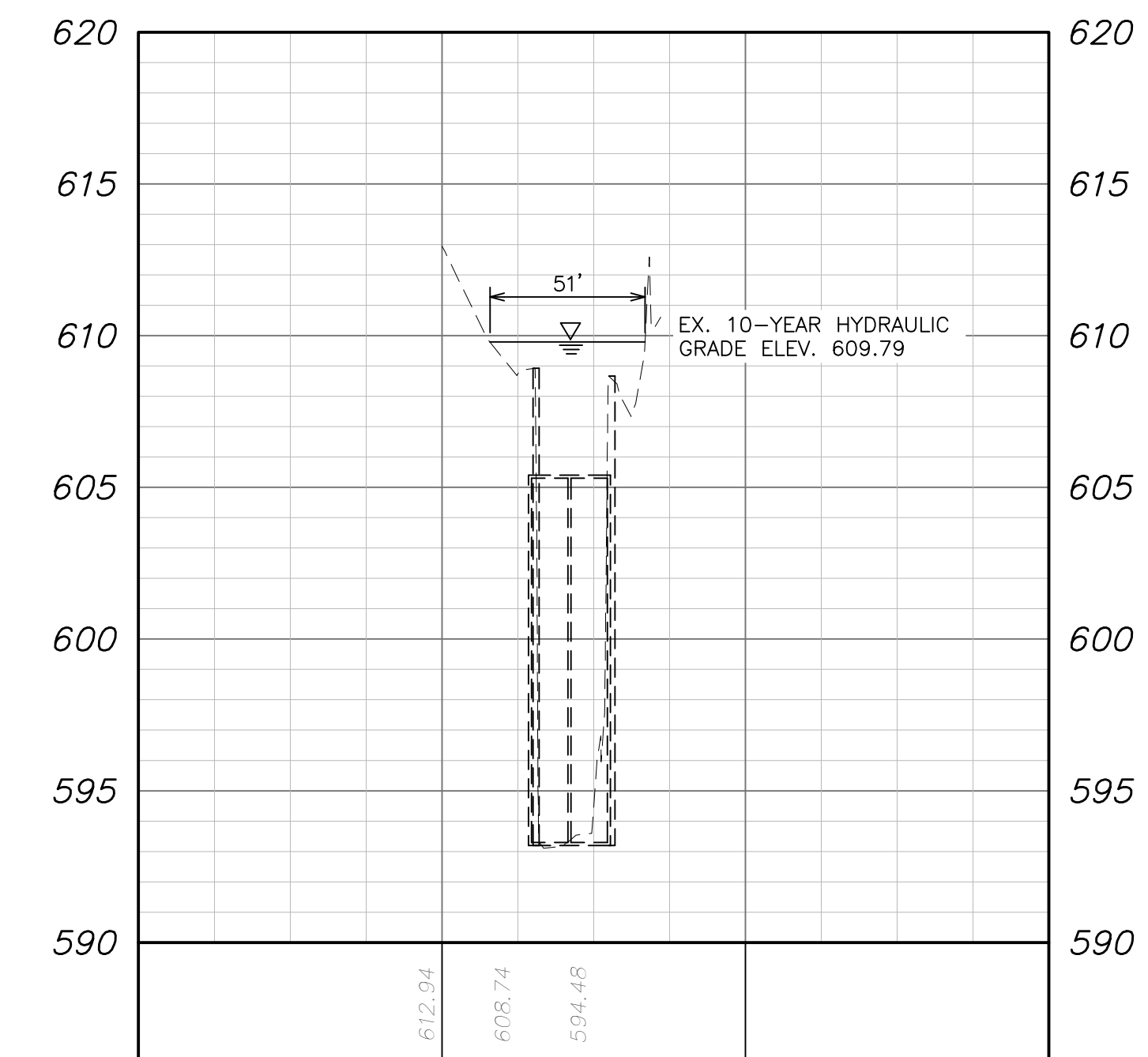
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER <b>CS3-100</b>
SCALE AS NOTED	
DATE FEBRUARY 2022	



**23**  
CS3-105 **EXISTING DRAIN SECTION (42+15)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"

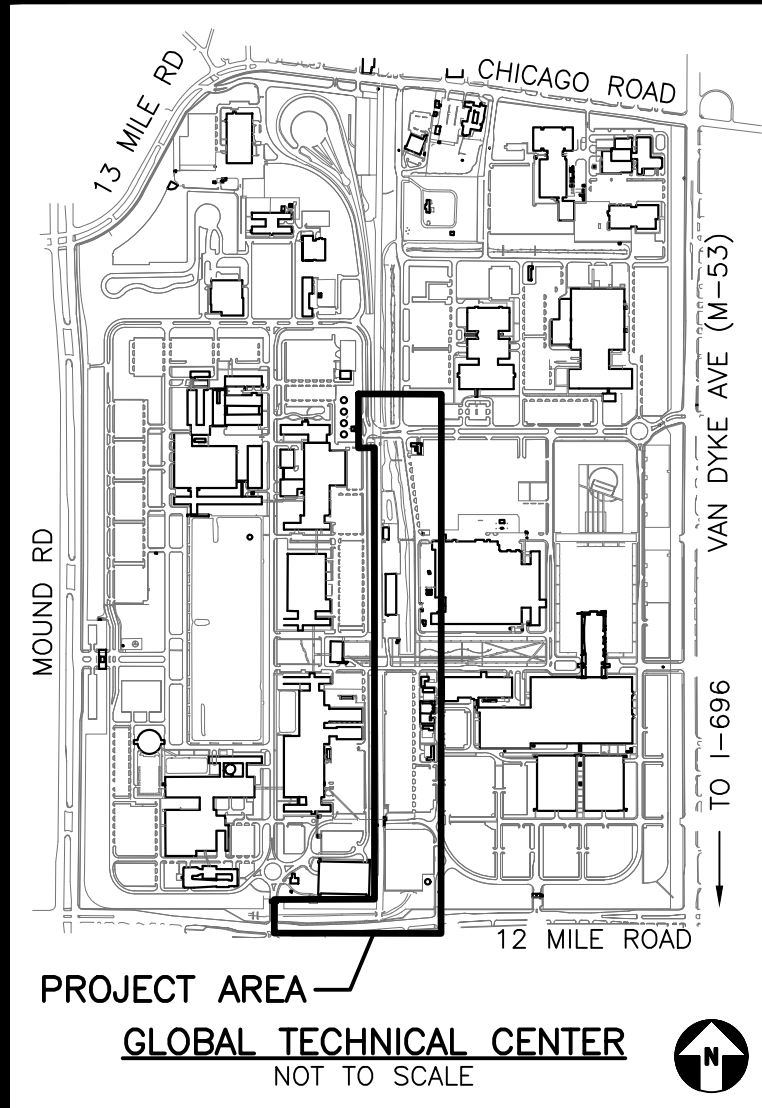


**24**  
CS3-105 **EXISTING DRAIN SECTION (43+13)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**22.5**  
CS3-105 **EXISTING DRAIN SECTION (42+00)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"

DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

**REVISIONS**

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
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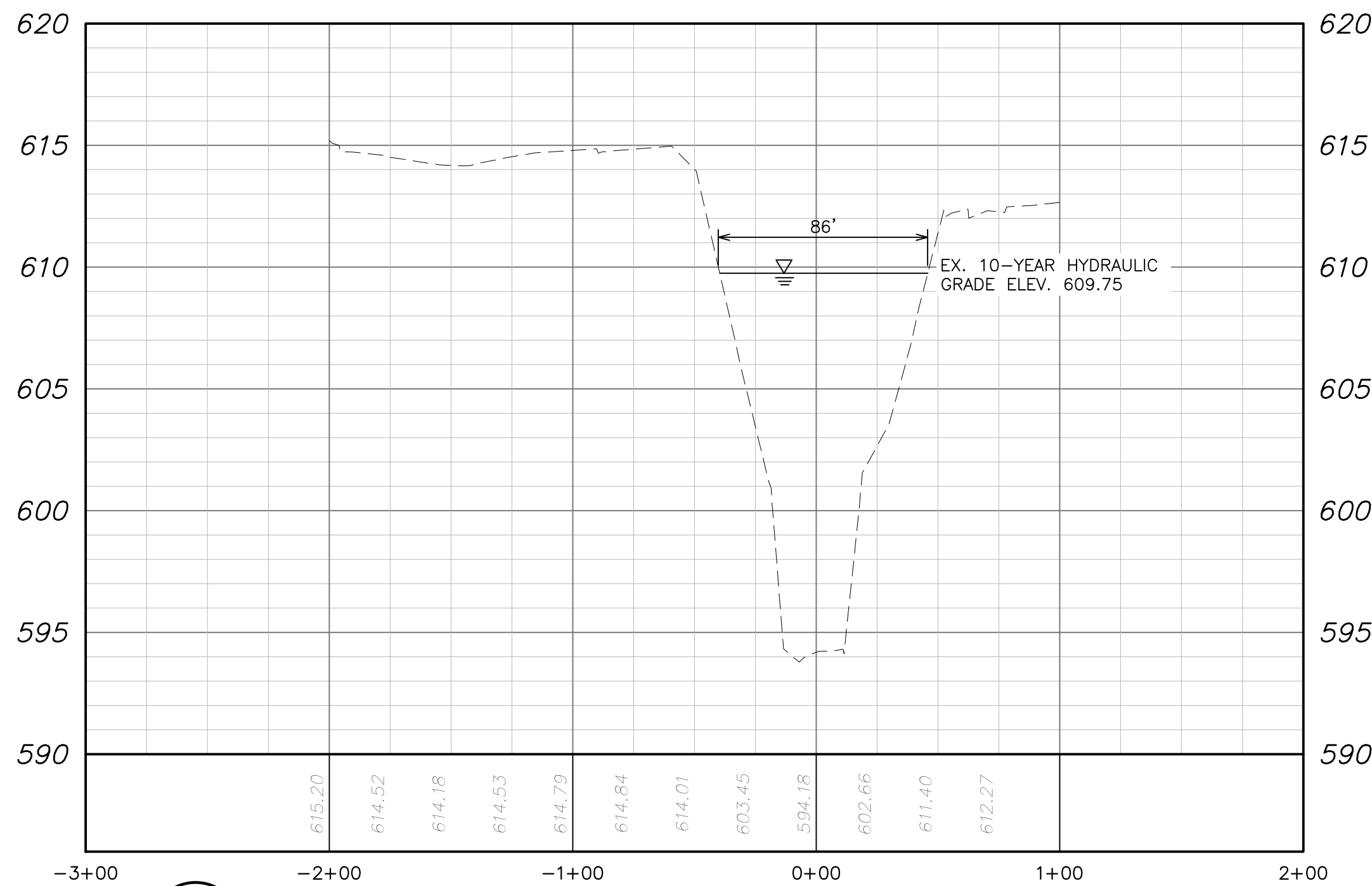
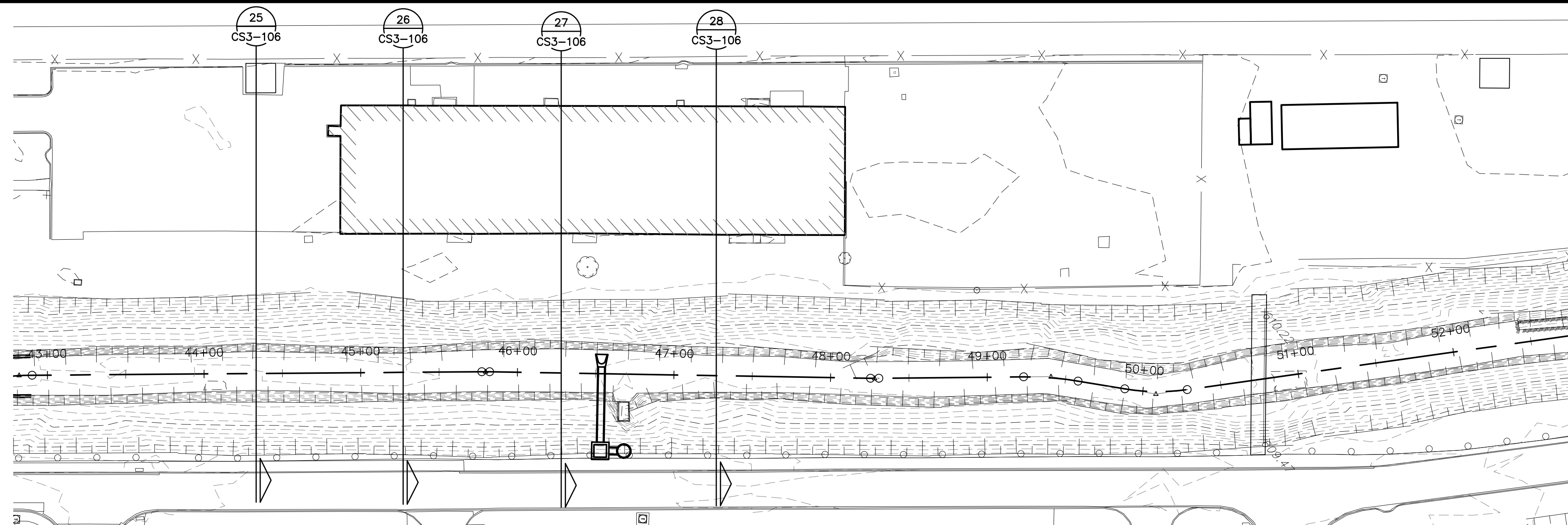
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GLOBAL TECHNICAL CENTER  
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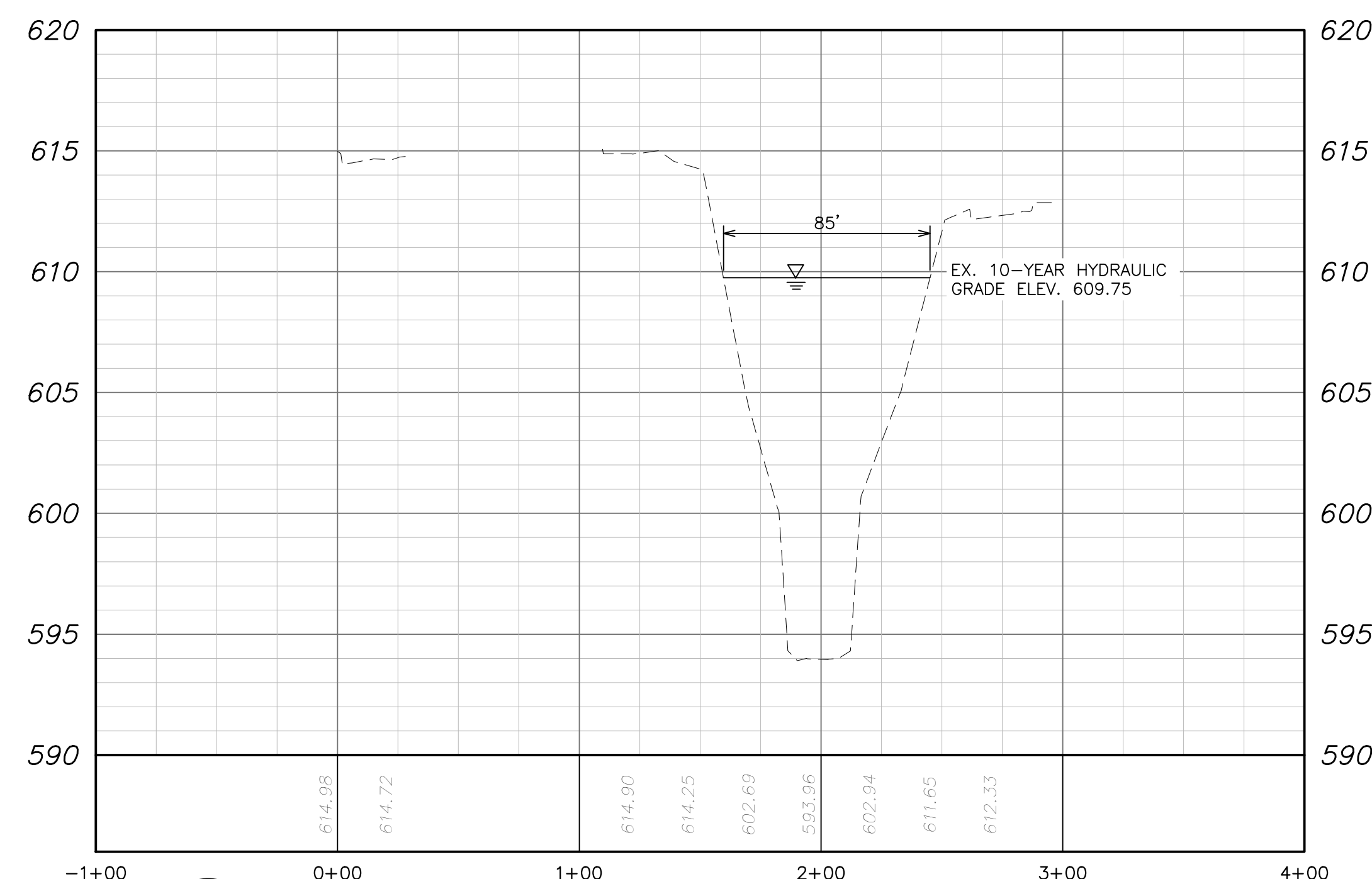
**EXISTING DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-105</b>
DATE FEBRUARY 2022	

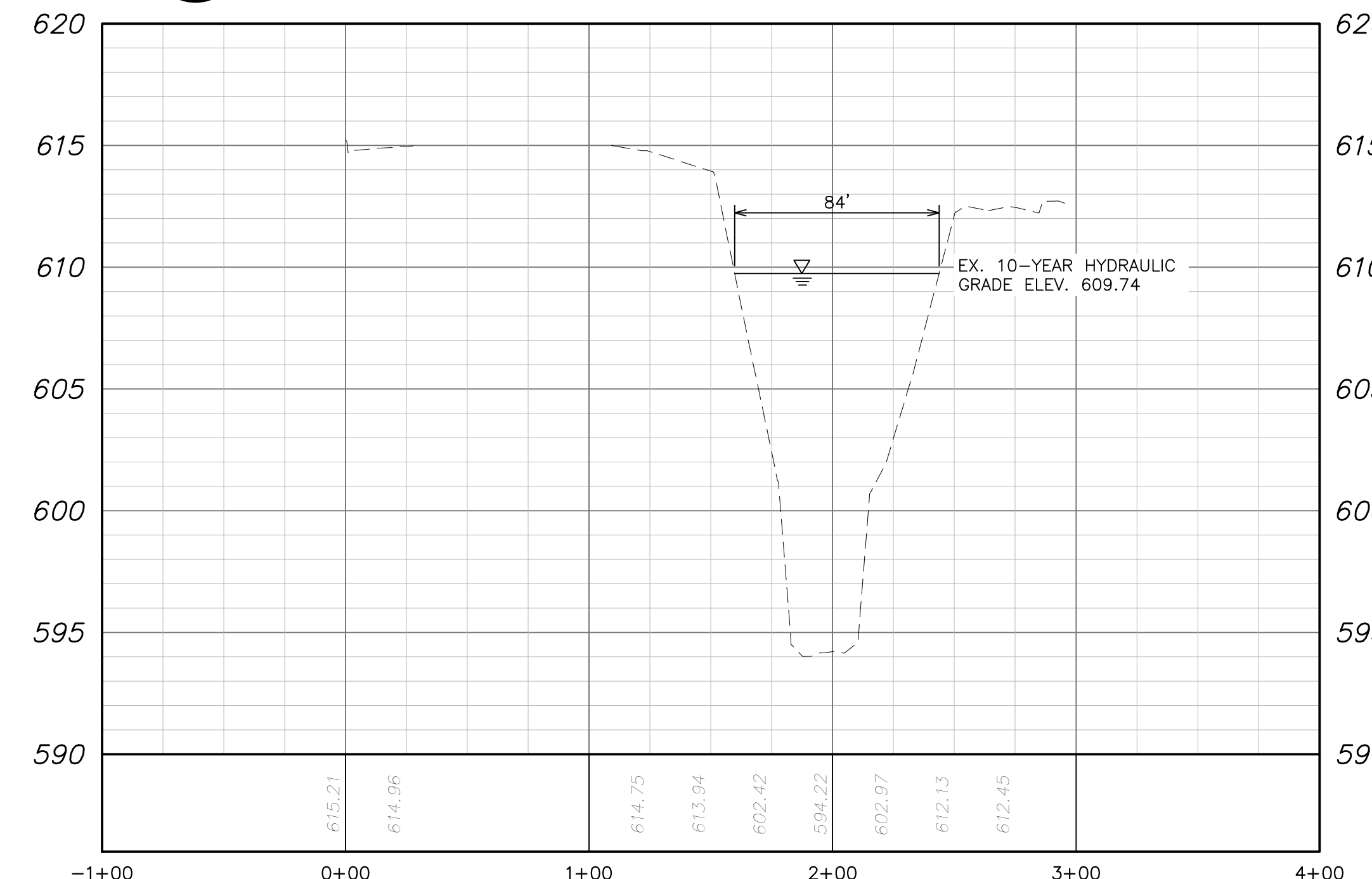




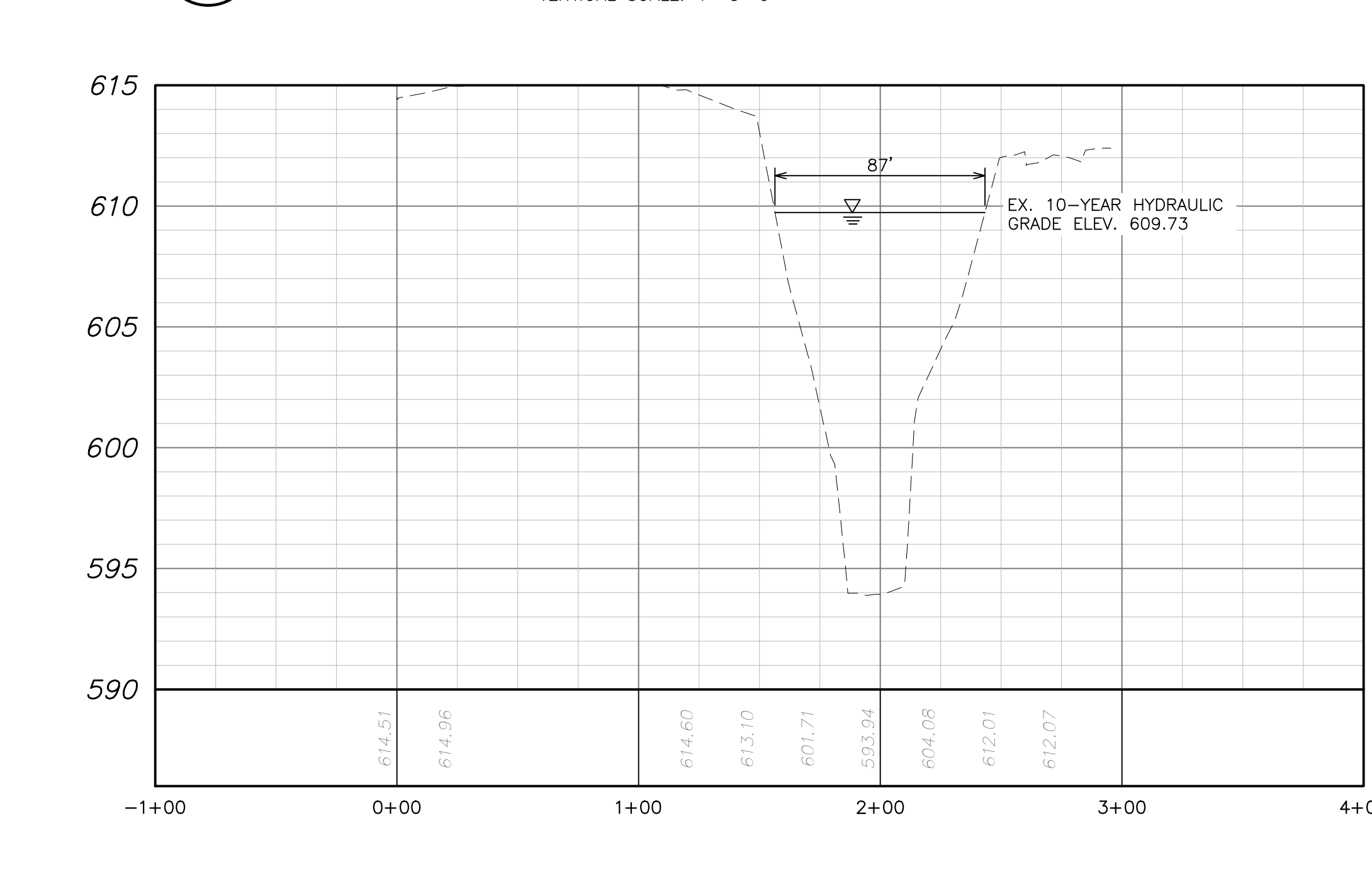
**25**  
CS3-106  
**EXISTING DRAIN SECTION (44+29)**  
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VERTICAL SCALE: 1"=5'-0"



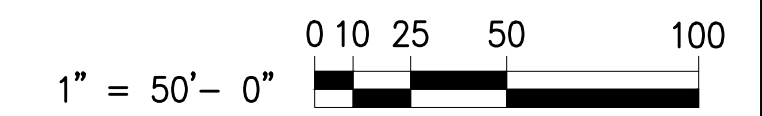
**26**  
CS3-106  
**EXISTING DRAIN SECTION (45+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



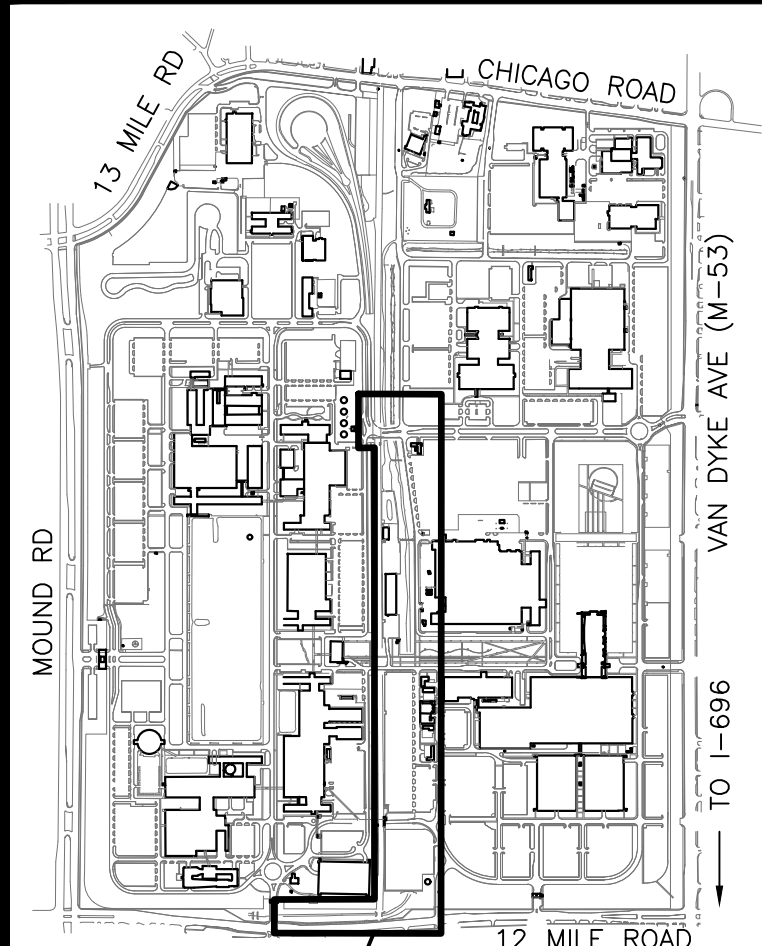
**27**  
CS3-106  
**EXISTING DRAIN SECTION (46+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**28**  
CS3-106  
**EXISTING DRAIN SECTION (47+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			
SUPPLIER PROJECT NO. 20210435		CERTIFIED BY	
SUPPLIER DRAWN BY CDM			
SUPPLIER CHECKED BY TDL			
SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

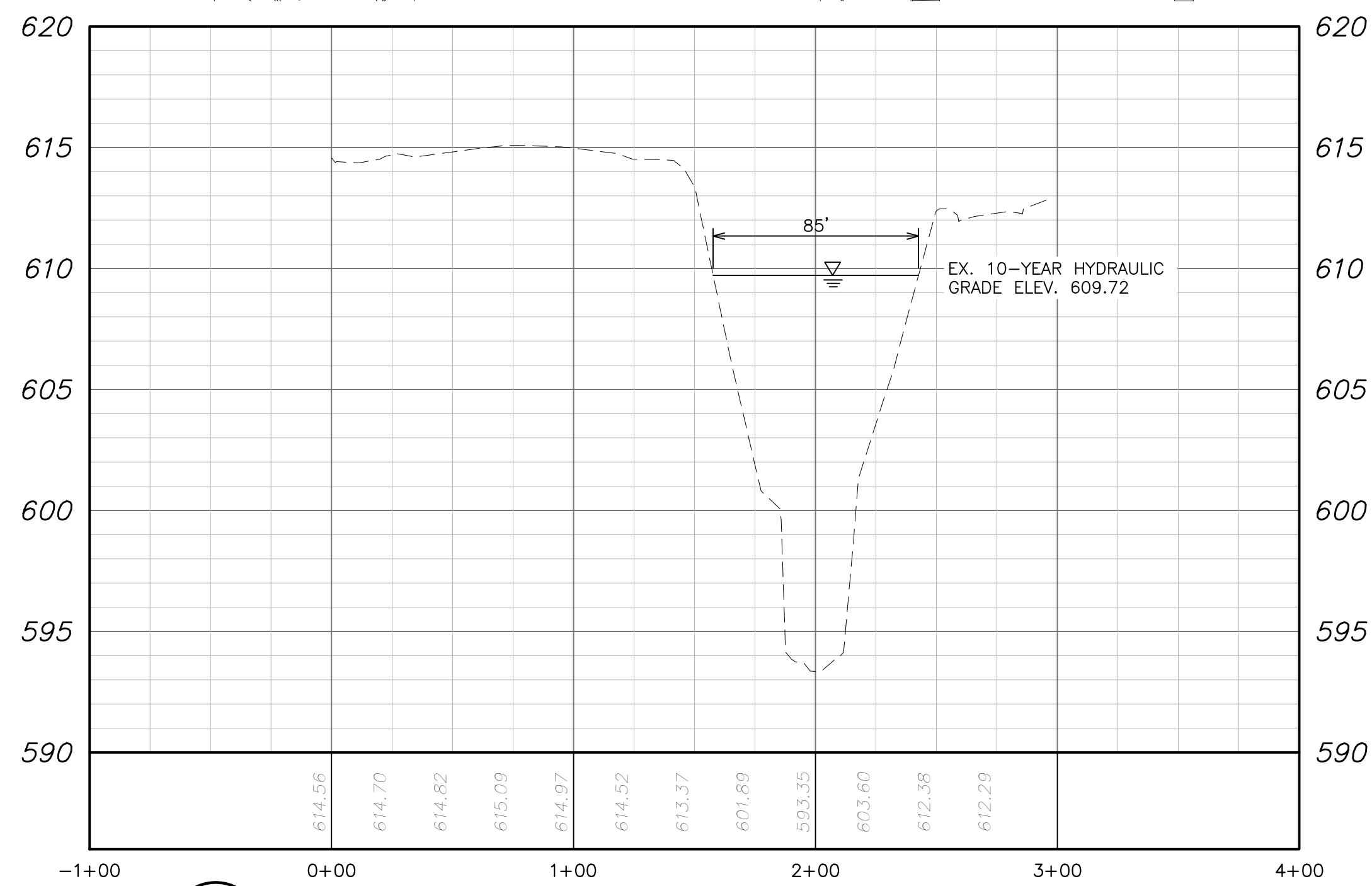
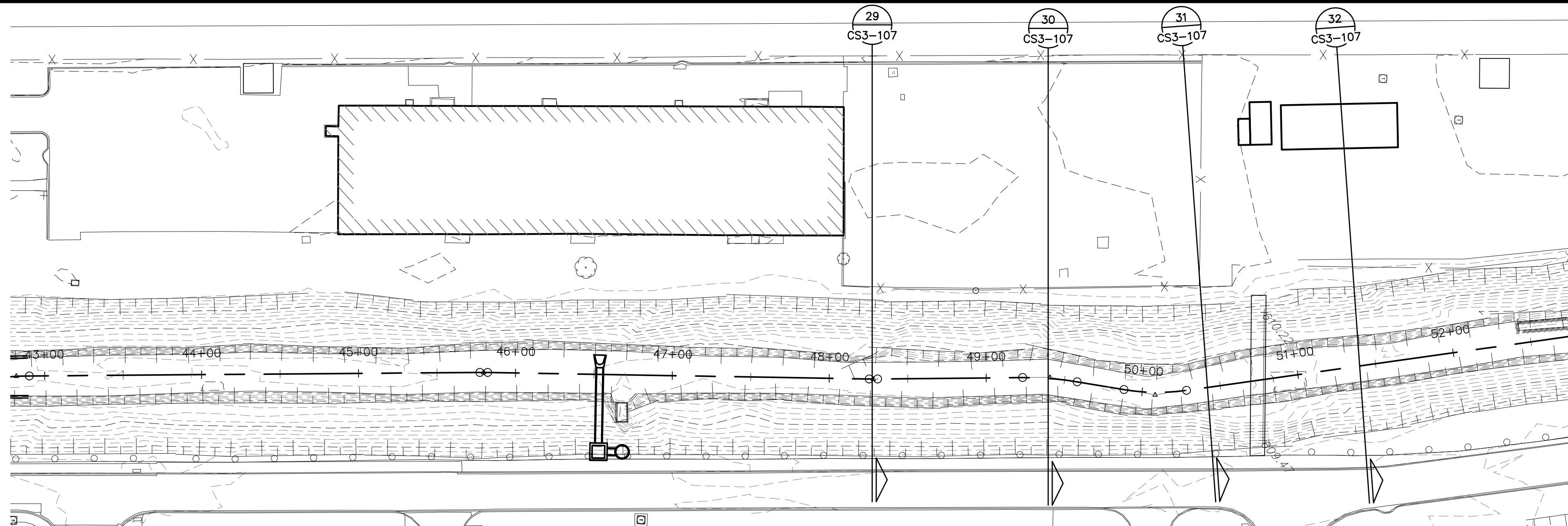
**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

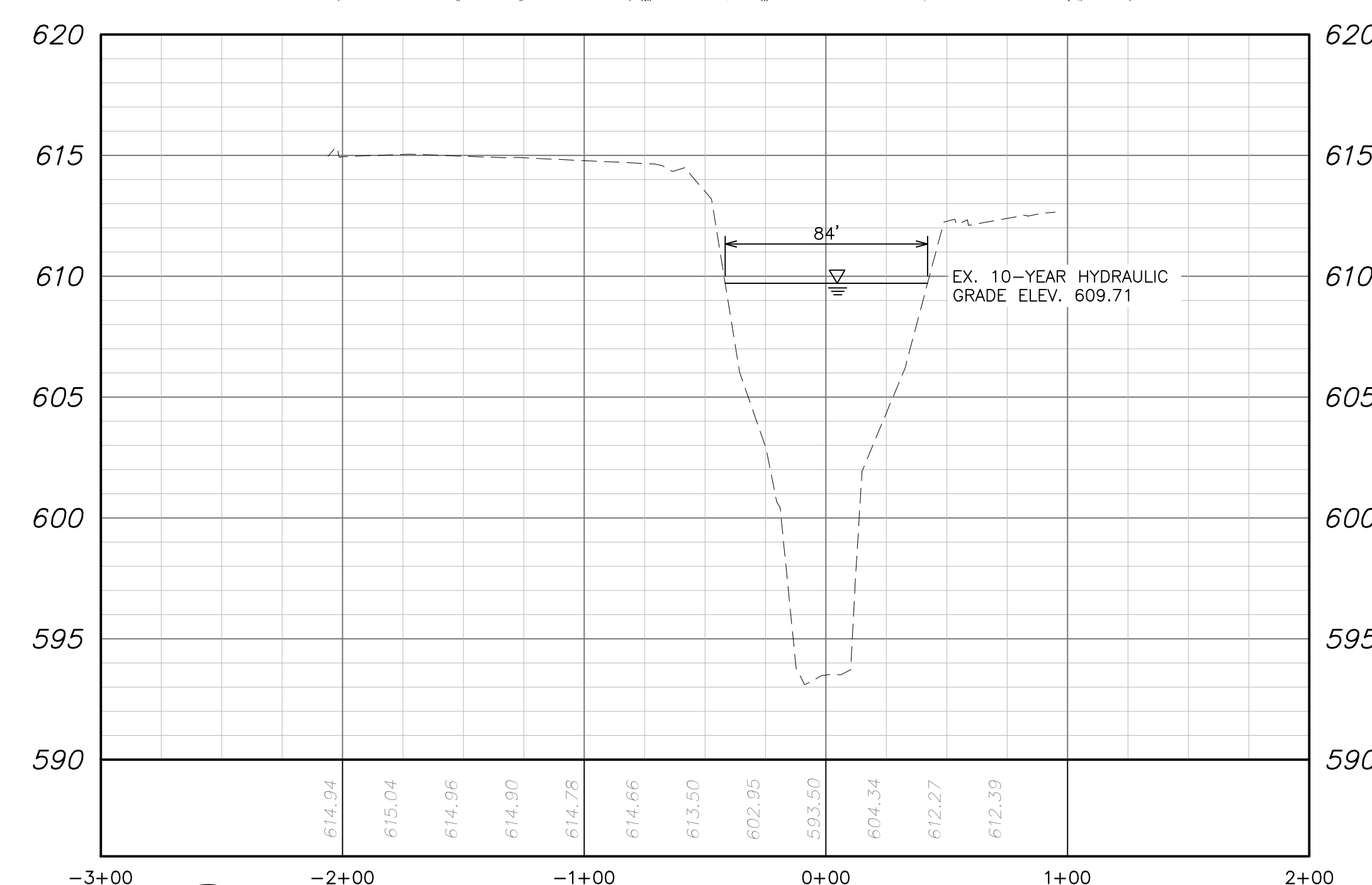
**EXISTING DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-106</b>
DATE FEBRUARY 2022	

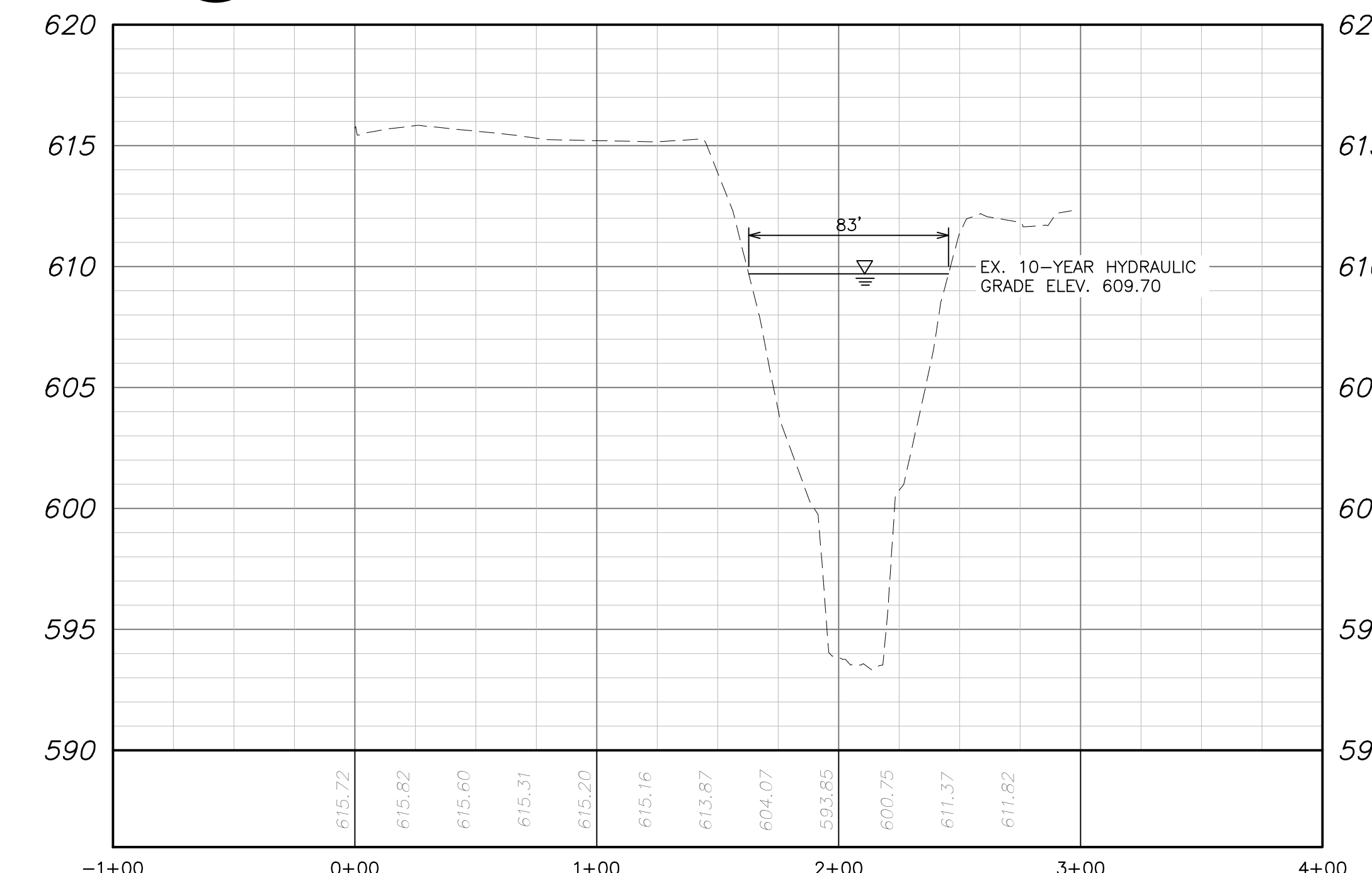




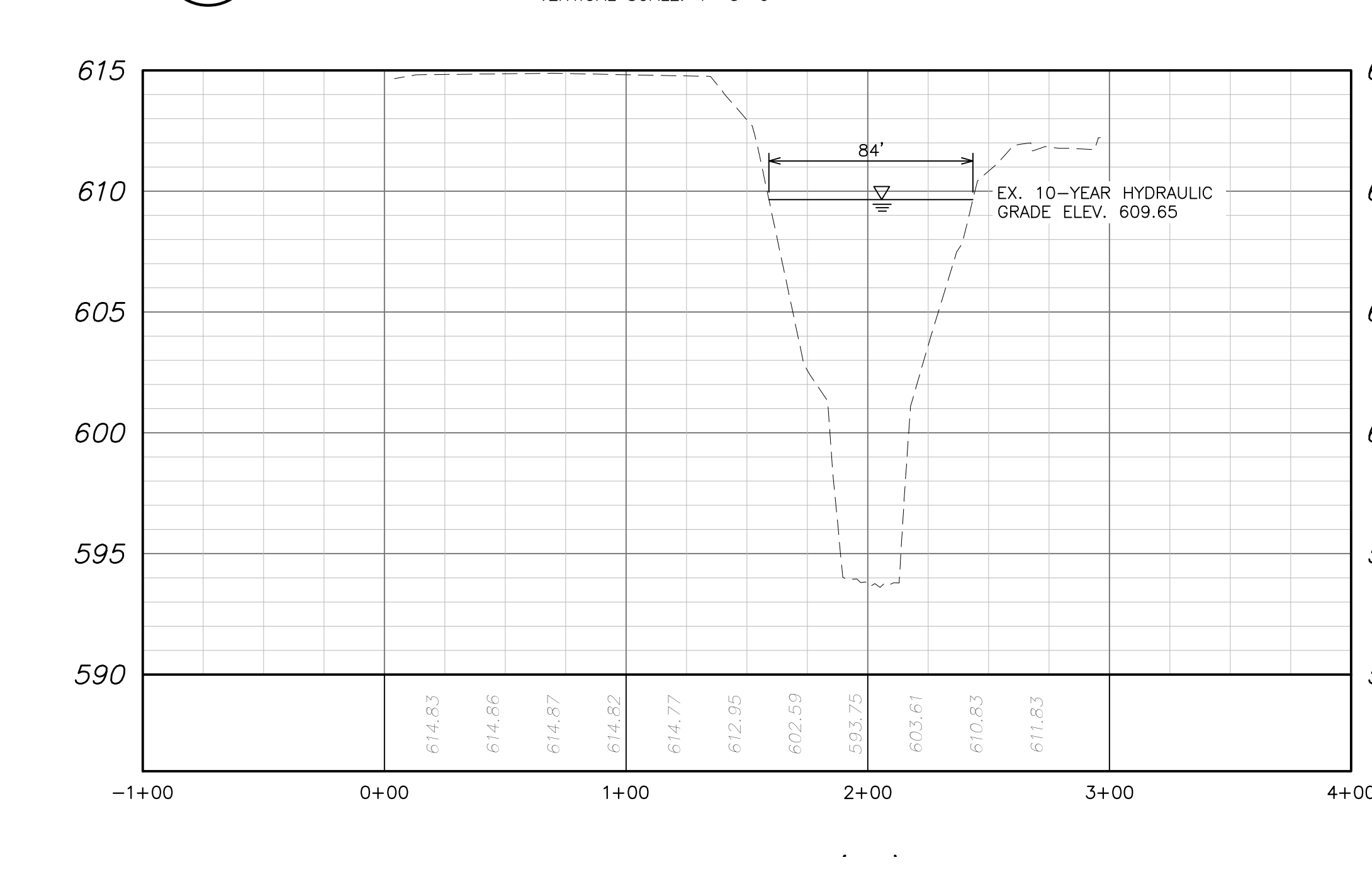
**29**  
CS3-107  
**EXISTING DRAIN SECTION (48+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**30**  
CS3-107  
**EXISTING DRAIN SECTION (49+39)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



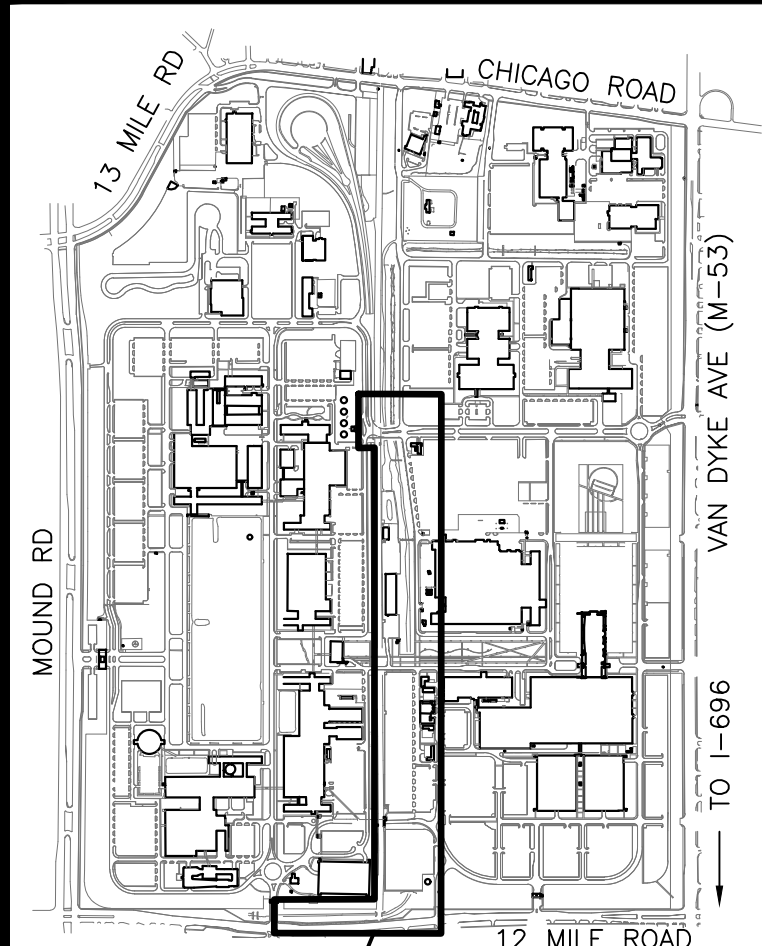
**31**  
CS3-107  
**EXISTING DRAIN SECTION (50+42)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**32**  
CS3-107  
**EXISTING DRAIN SECTION (51+42)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS

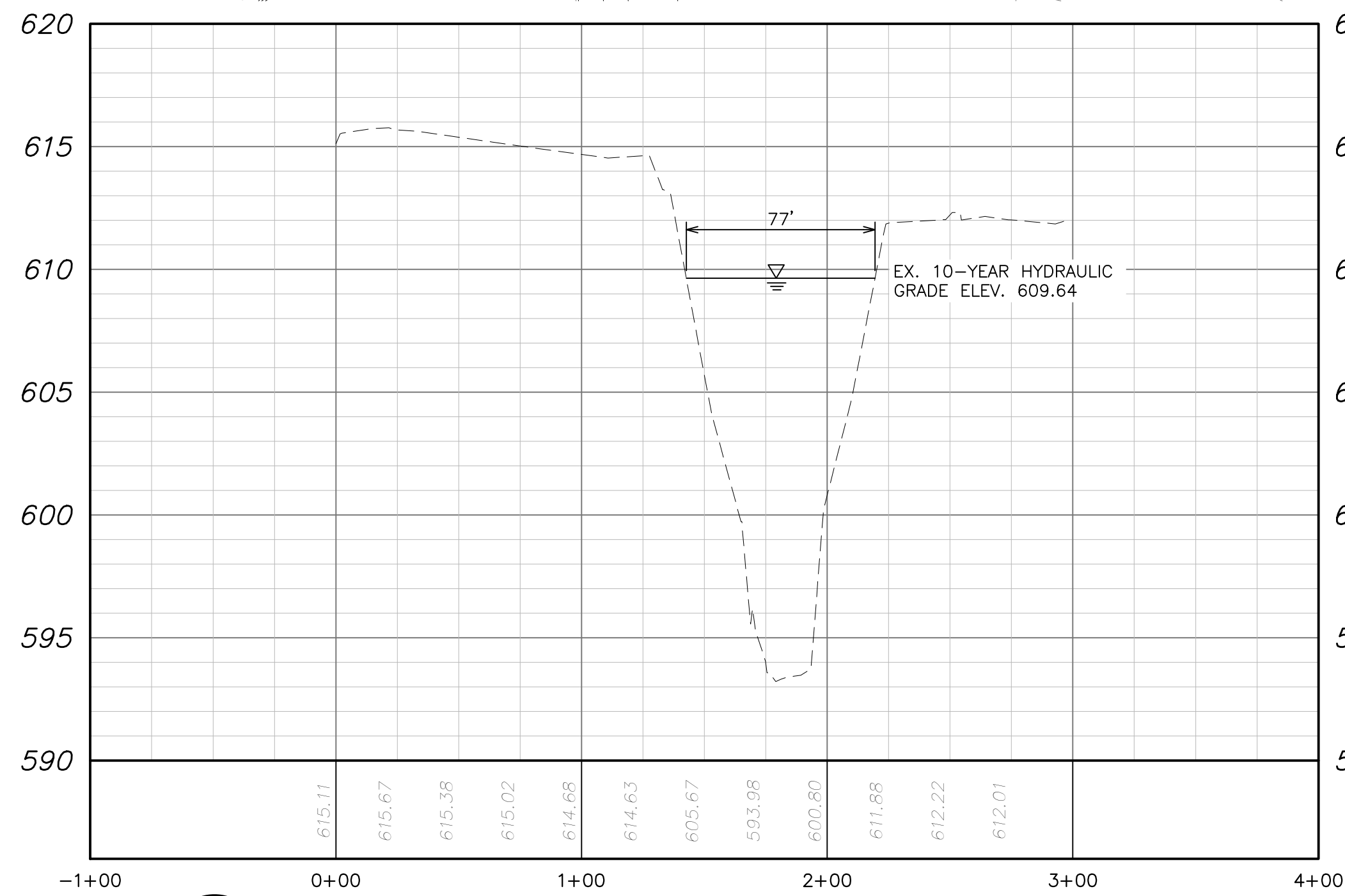
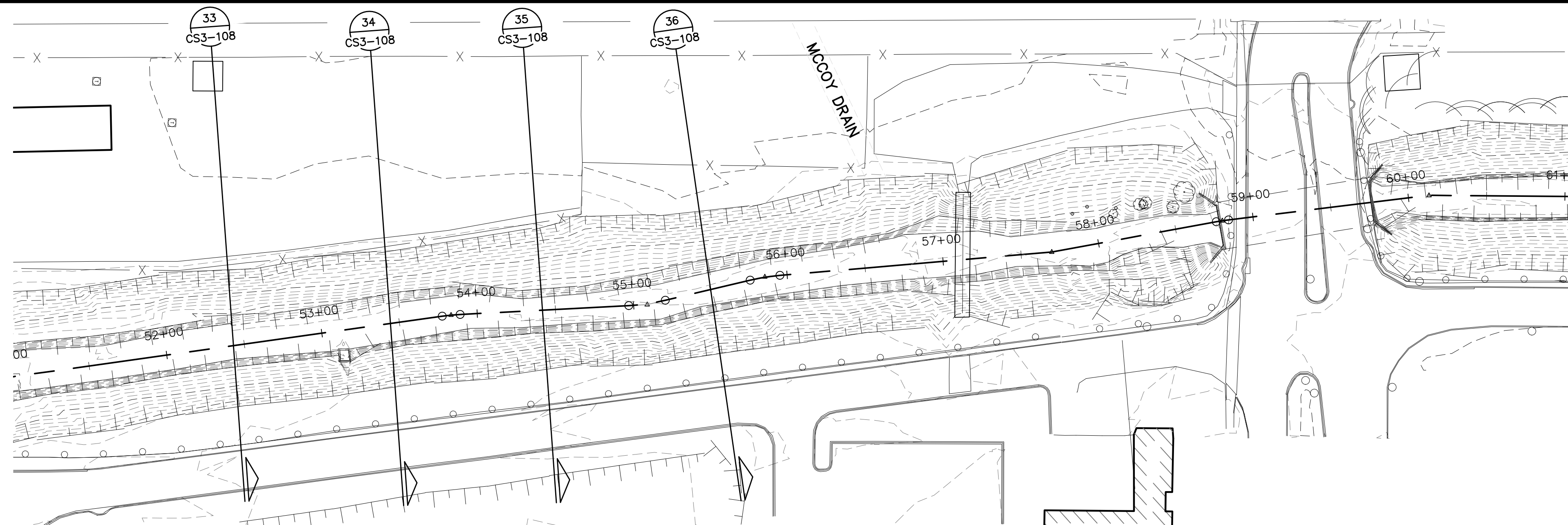
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

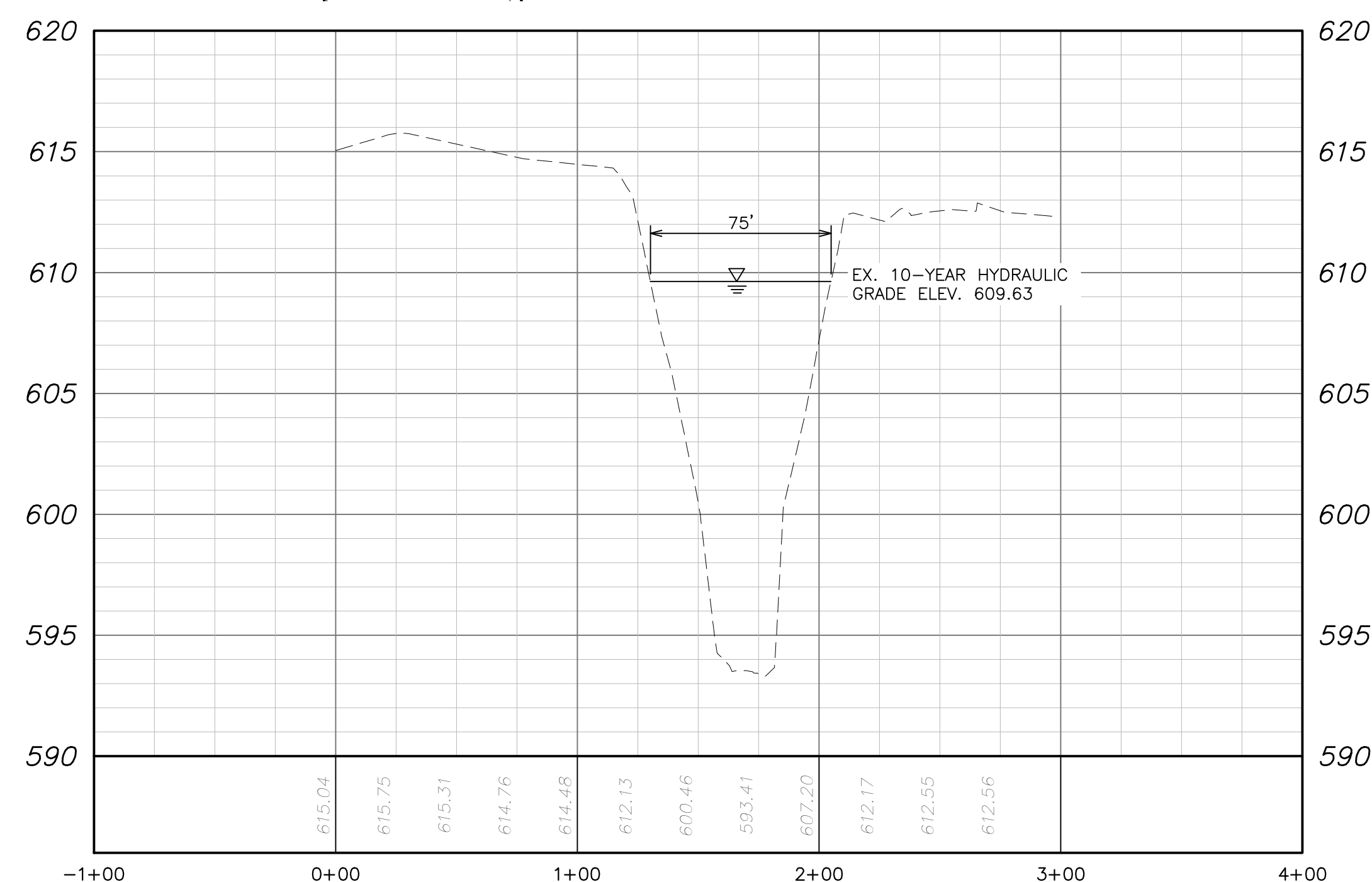
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

EXISTING DRAIN SECTIONS

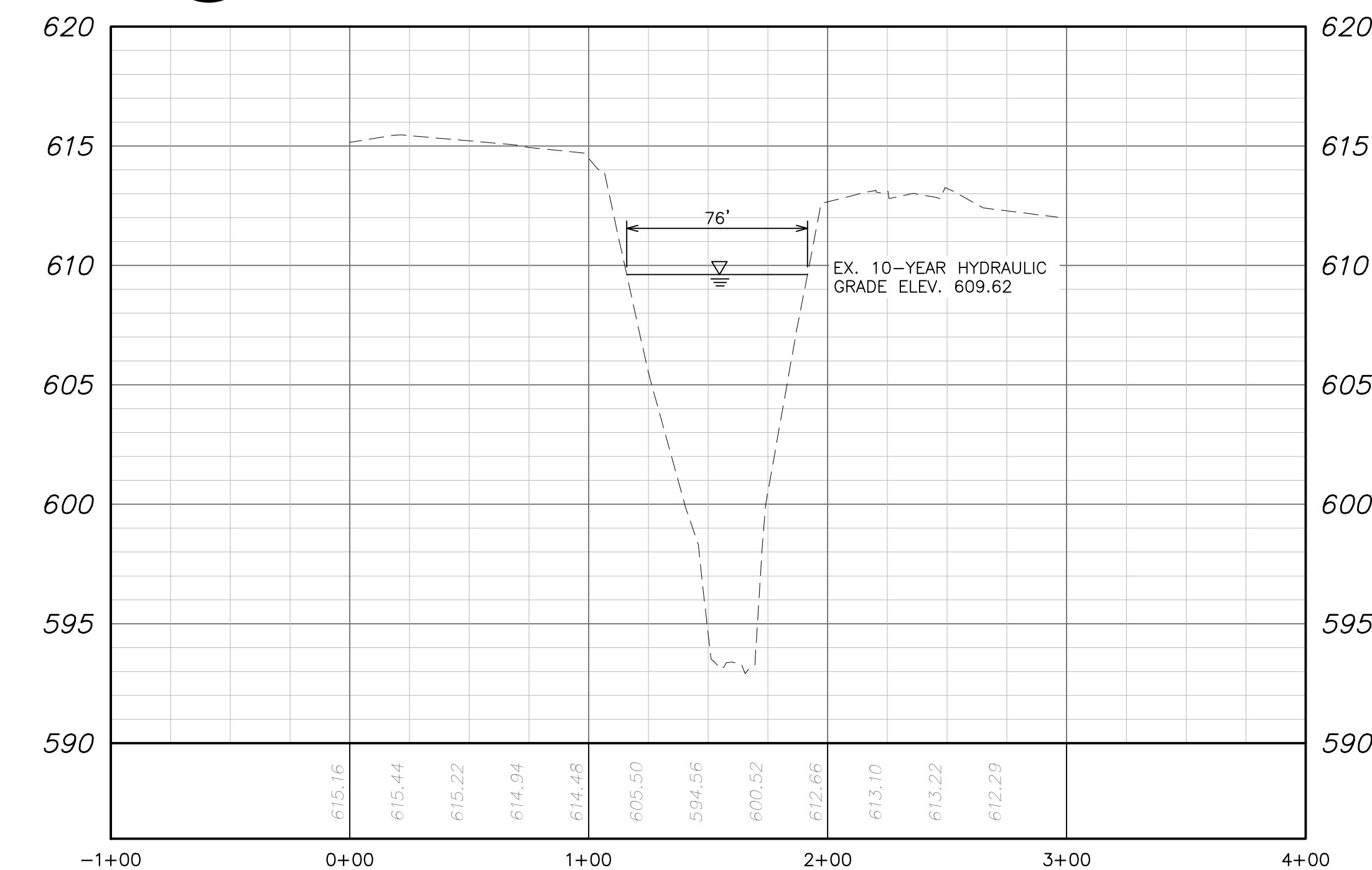
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DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-107</b>
DATE FEBRUARY 2022	



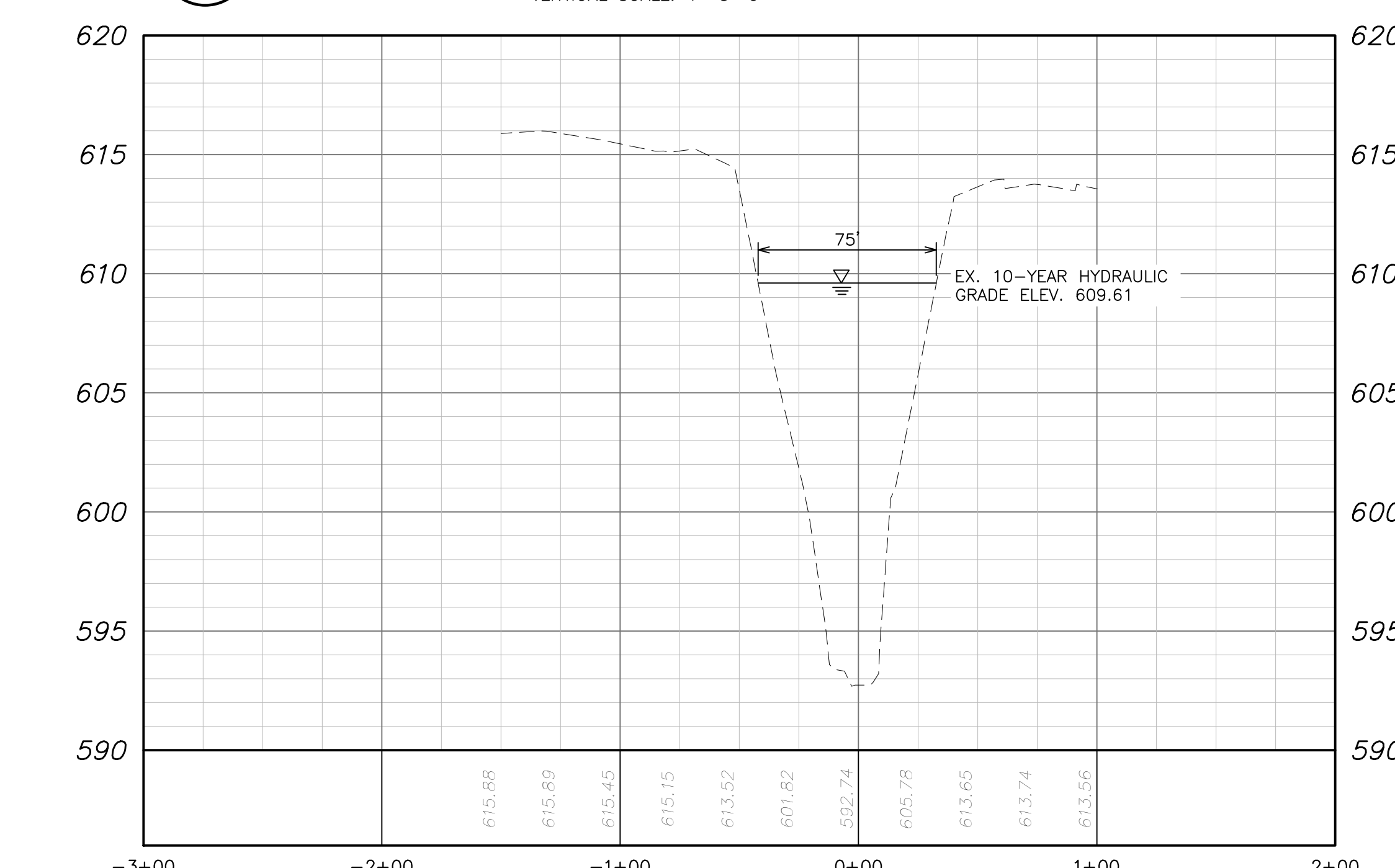
**33**  
CS3-108  
**EXISTING DRAIN SECTION (52+43)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



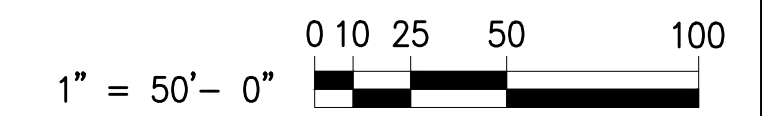
**34**  
CS3-108  
**EXISTING DRAIN SECTION (53+44)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



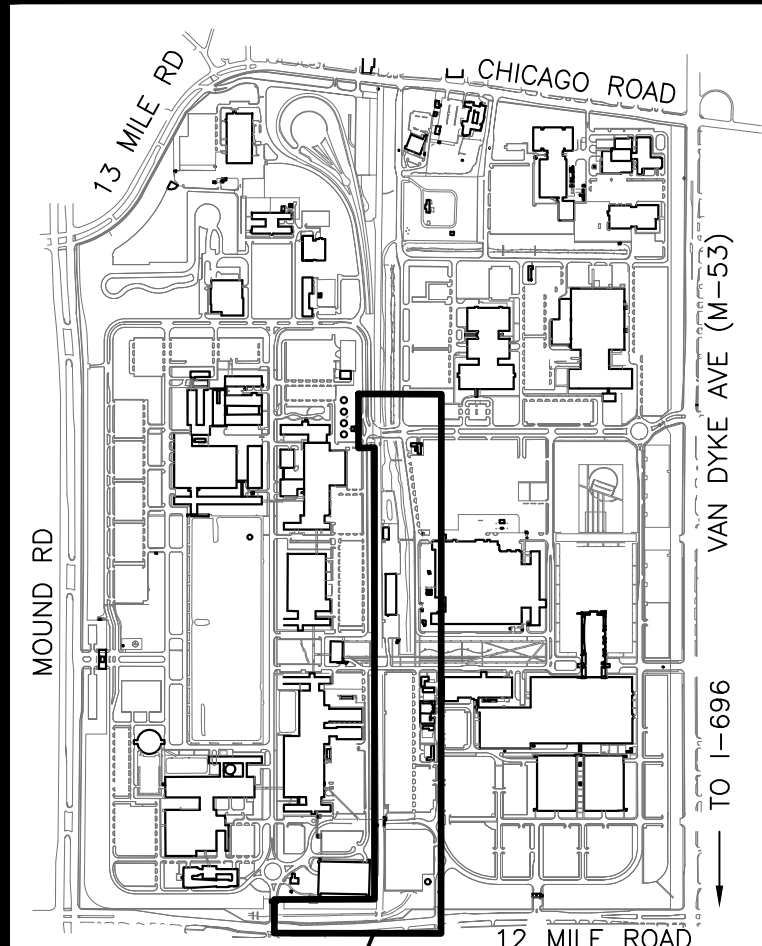
**35**  
CS3-108  
**EXISTING DRAIN SECTION (54+42)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**36**  
CS3-108  
**EXISTING DRAIN SECTION (55+50)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

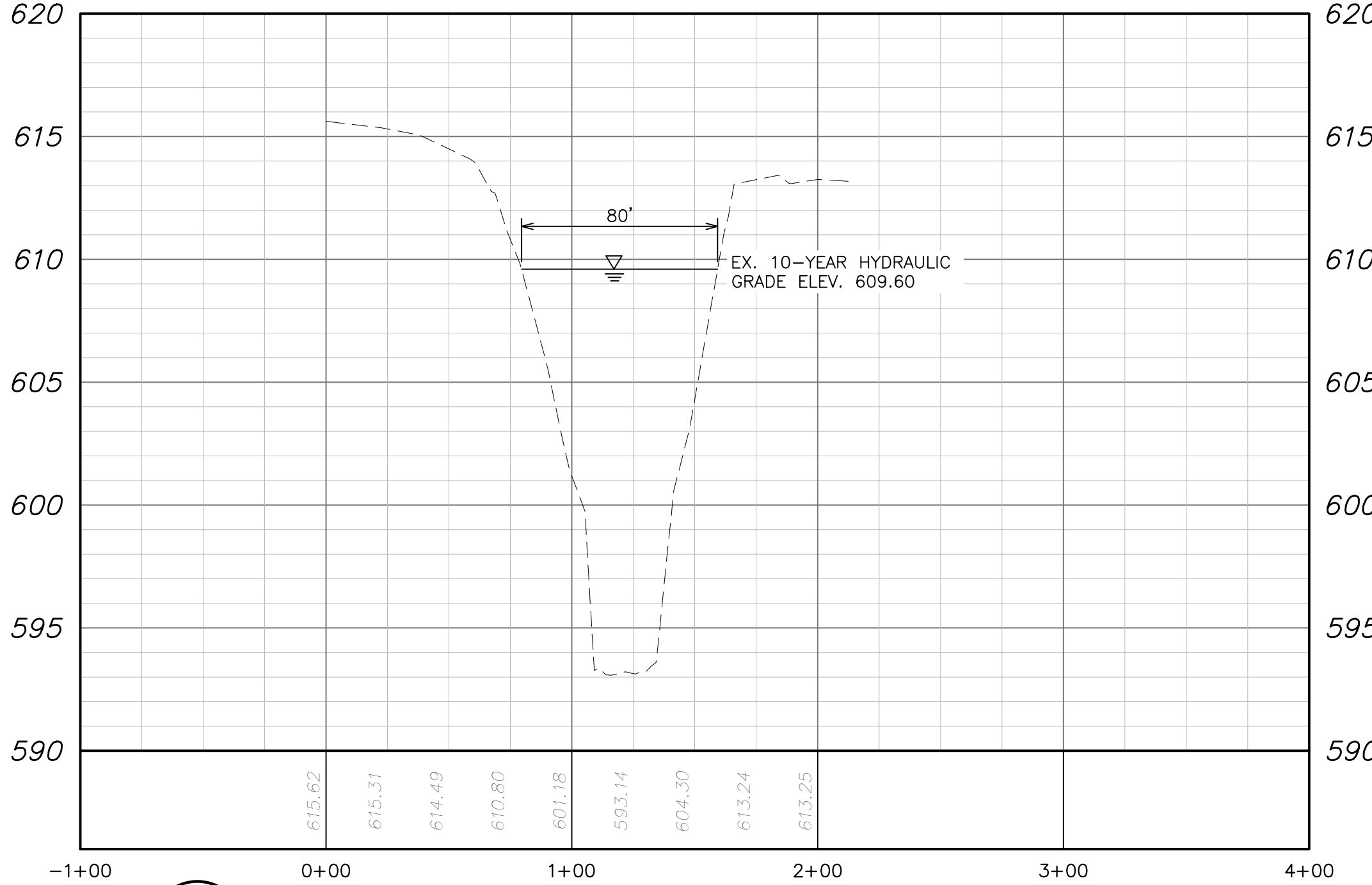
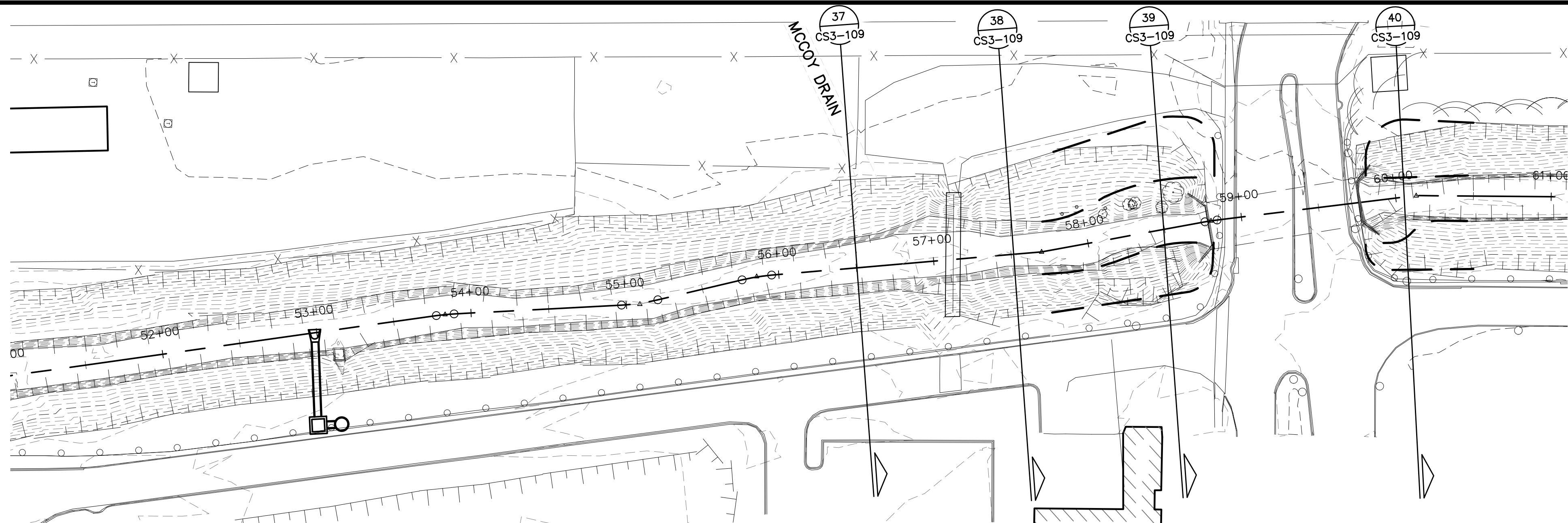
CONSULTANT A/E FIRM INFO & LOGO

**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

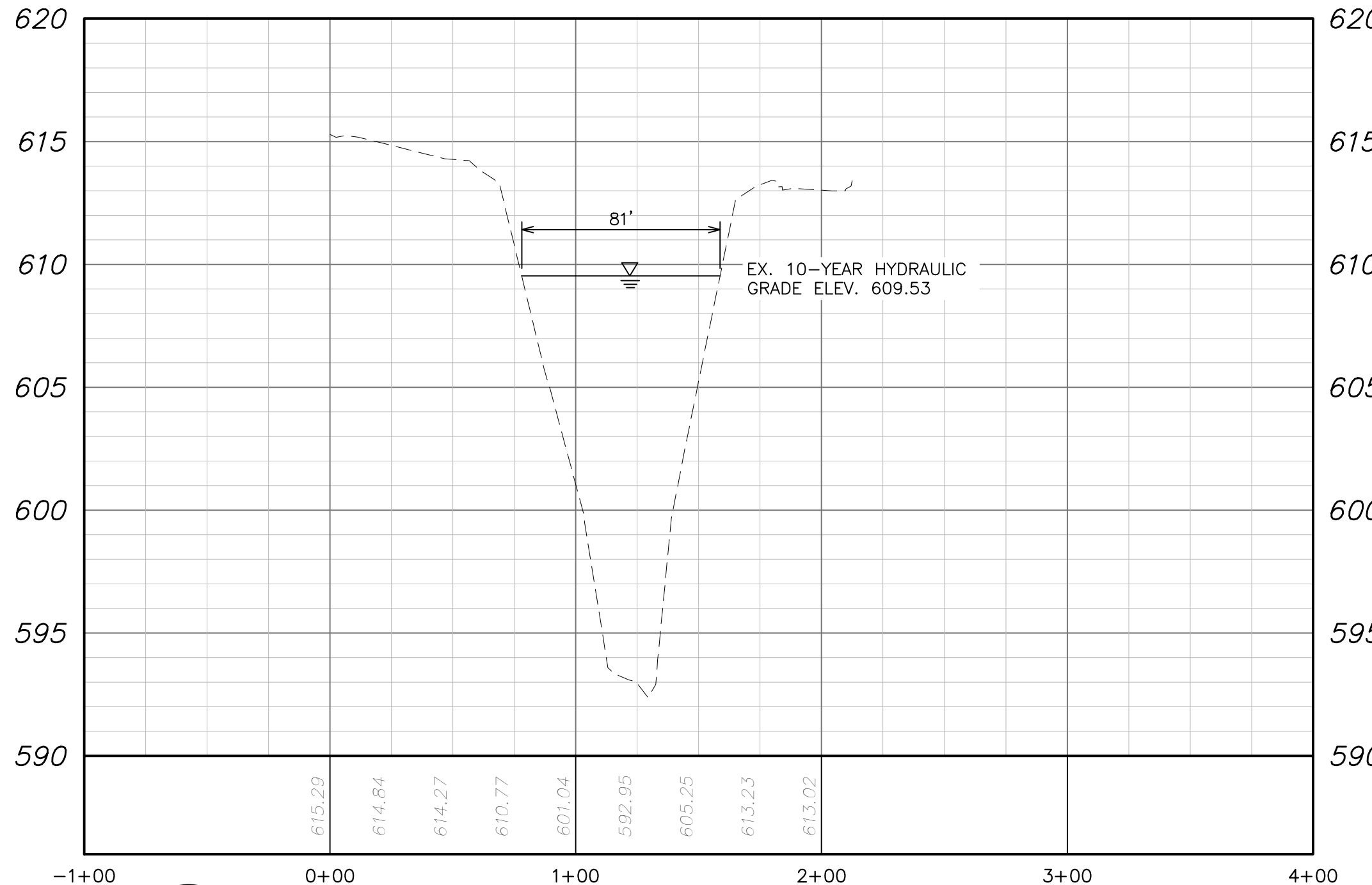
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN DAYLIGHTING AND GREEN INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

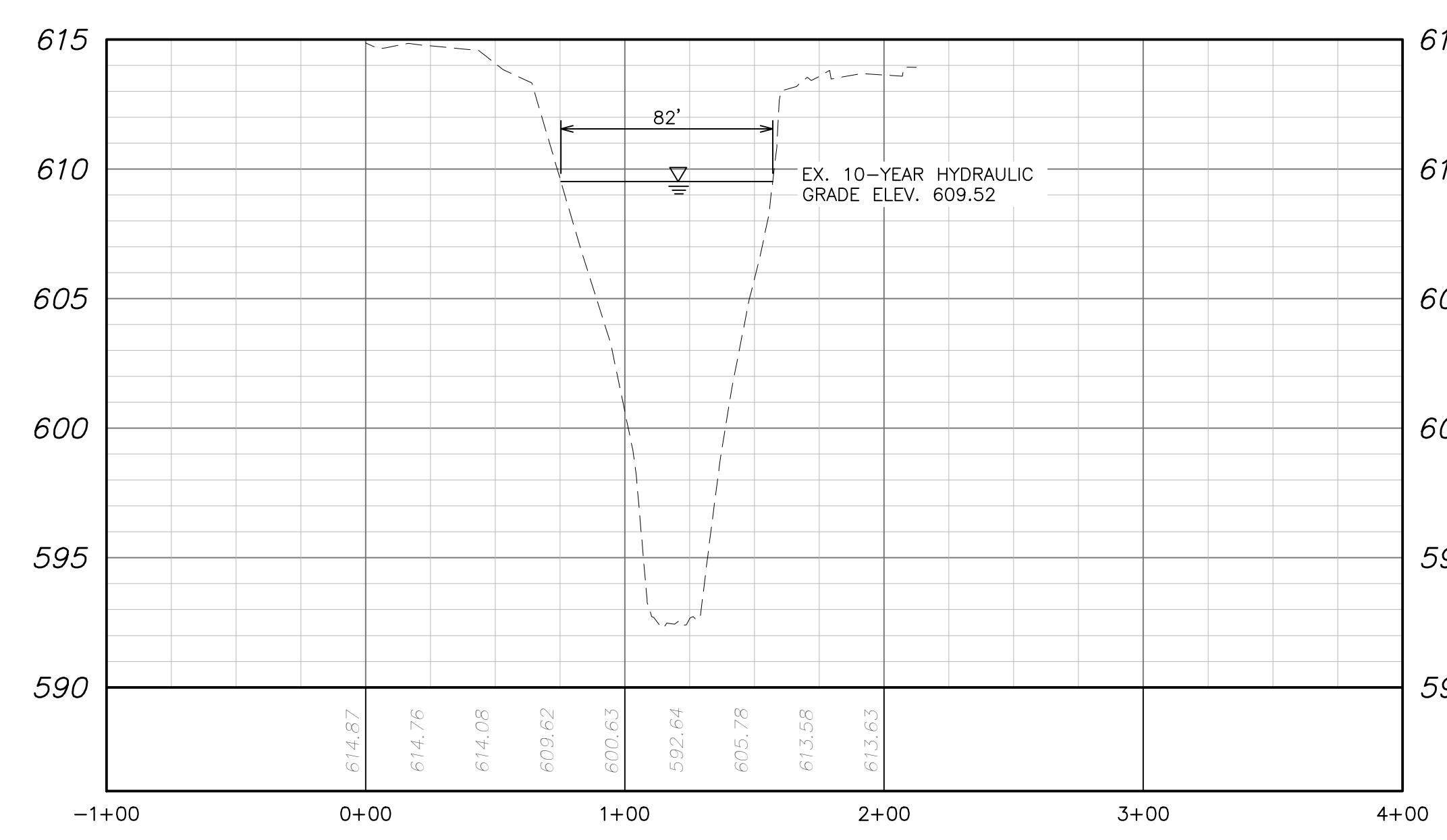
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-108</b>
DATE FEBRUARY 2022	



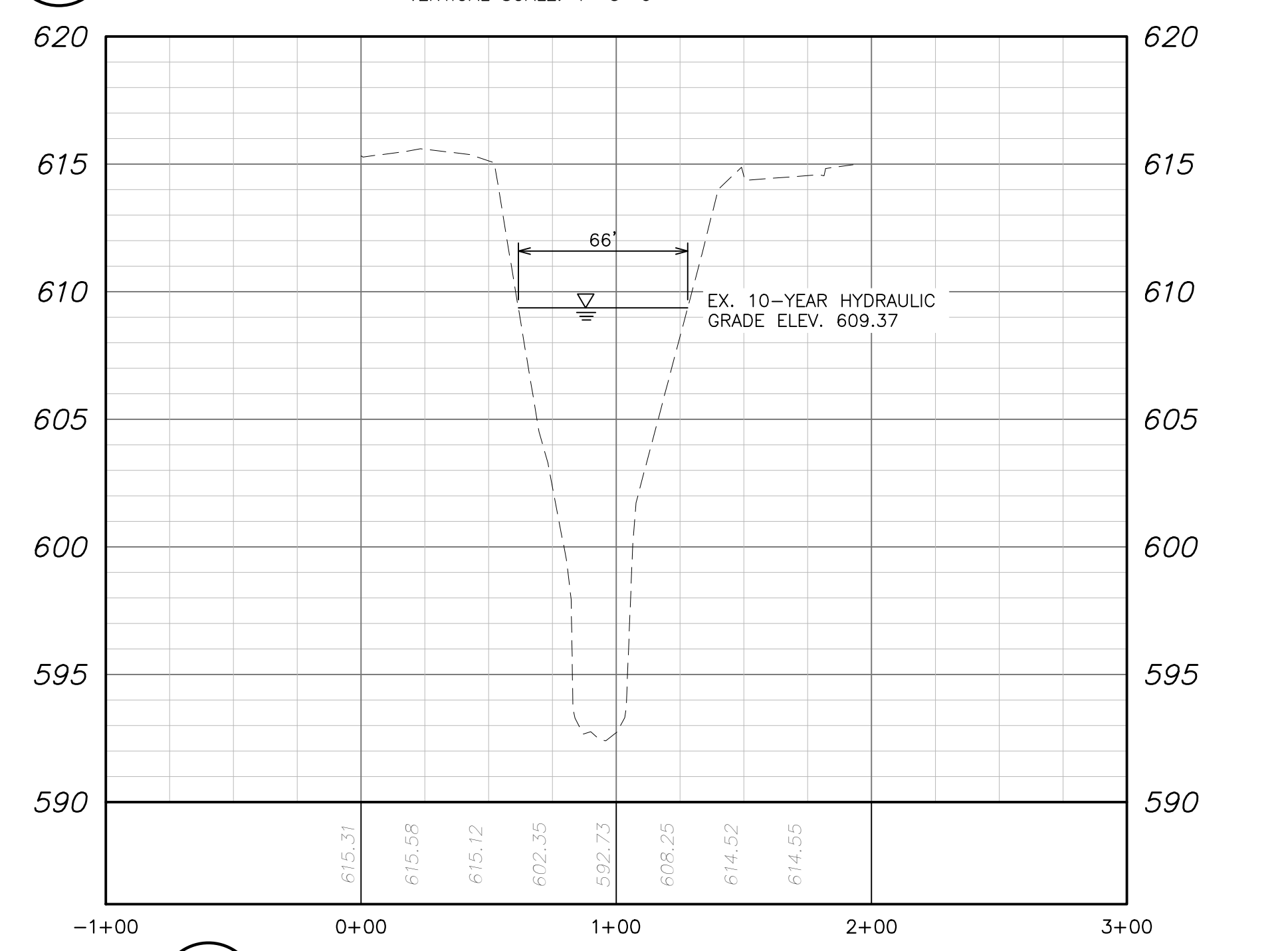
**37**  
CS3-109  
**EXISTING DRAIN SECTION (56+50)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



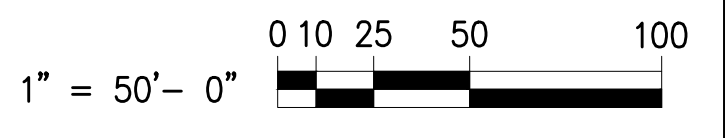
**38**  
CS3-109  
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VERTICAL SCALE: 1"=5'-0"



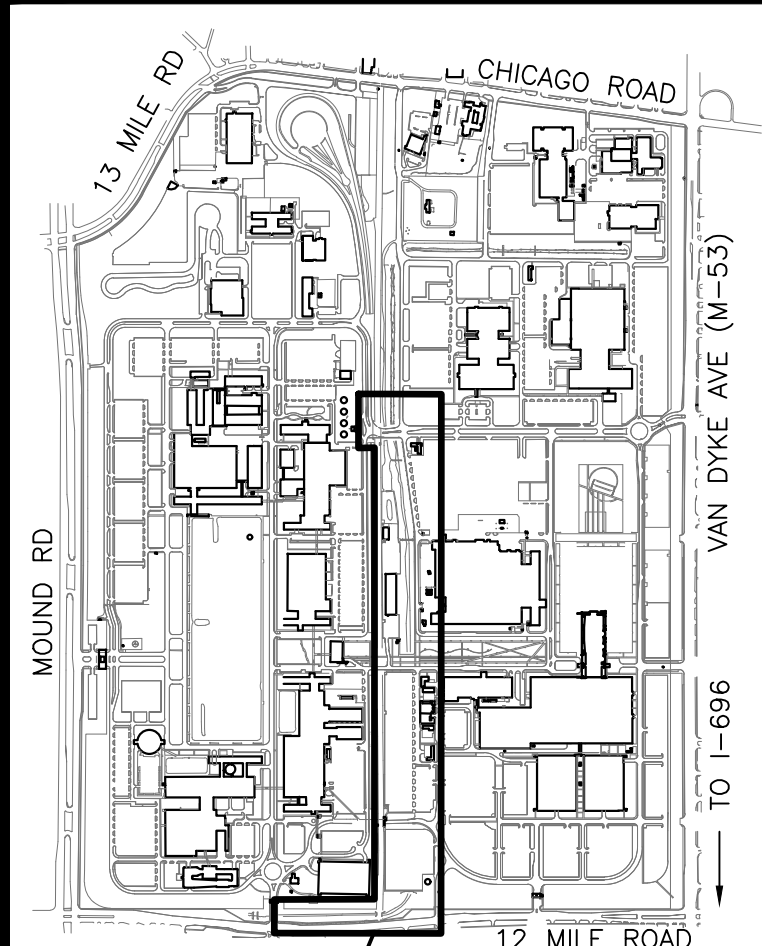
**39**  
CS3-109  
**EXISTING DRAIN SECTION (58+50)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**40**  
CS3-109  
**EXISTING DRAIN SECTION (60+05)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

**REVISIONS**

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

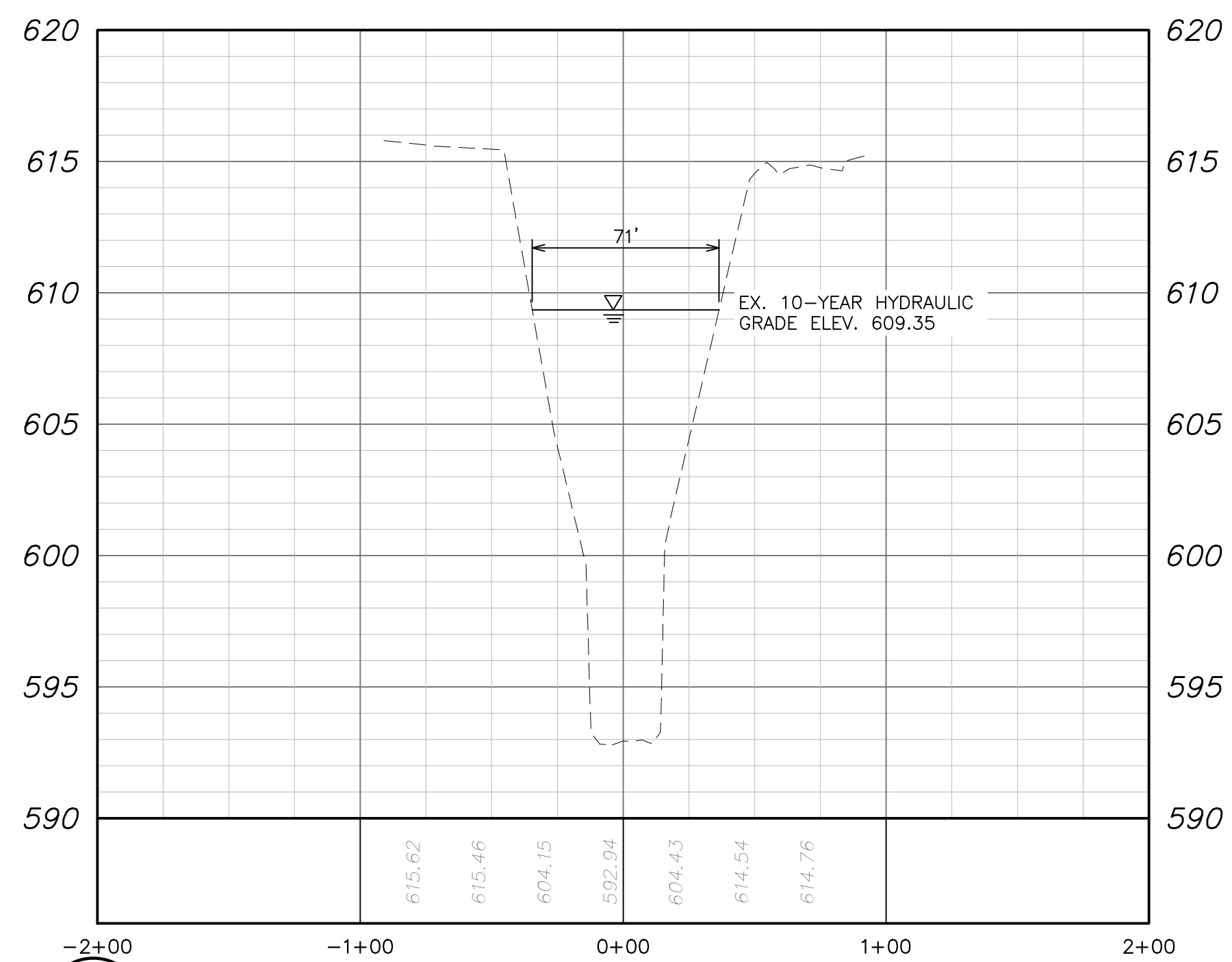
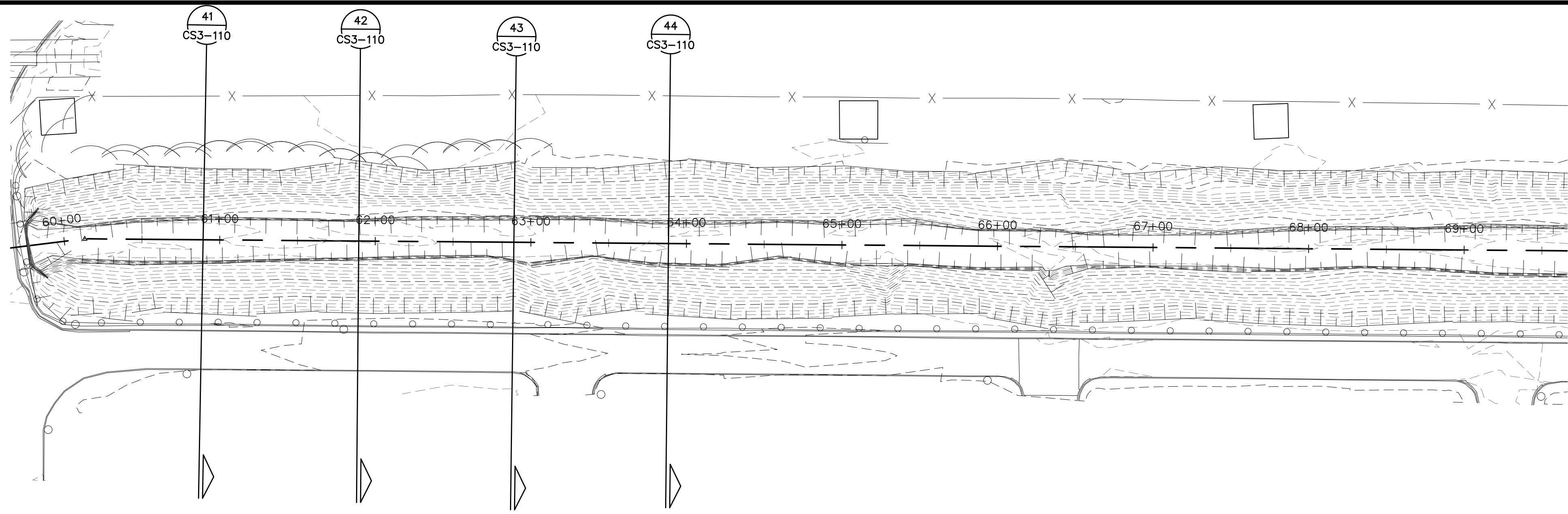
CONSULTANT A/E FIRM INFO & LOGO

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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

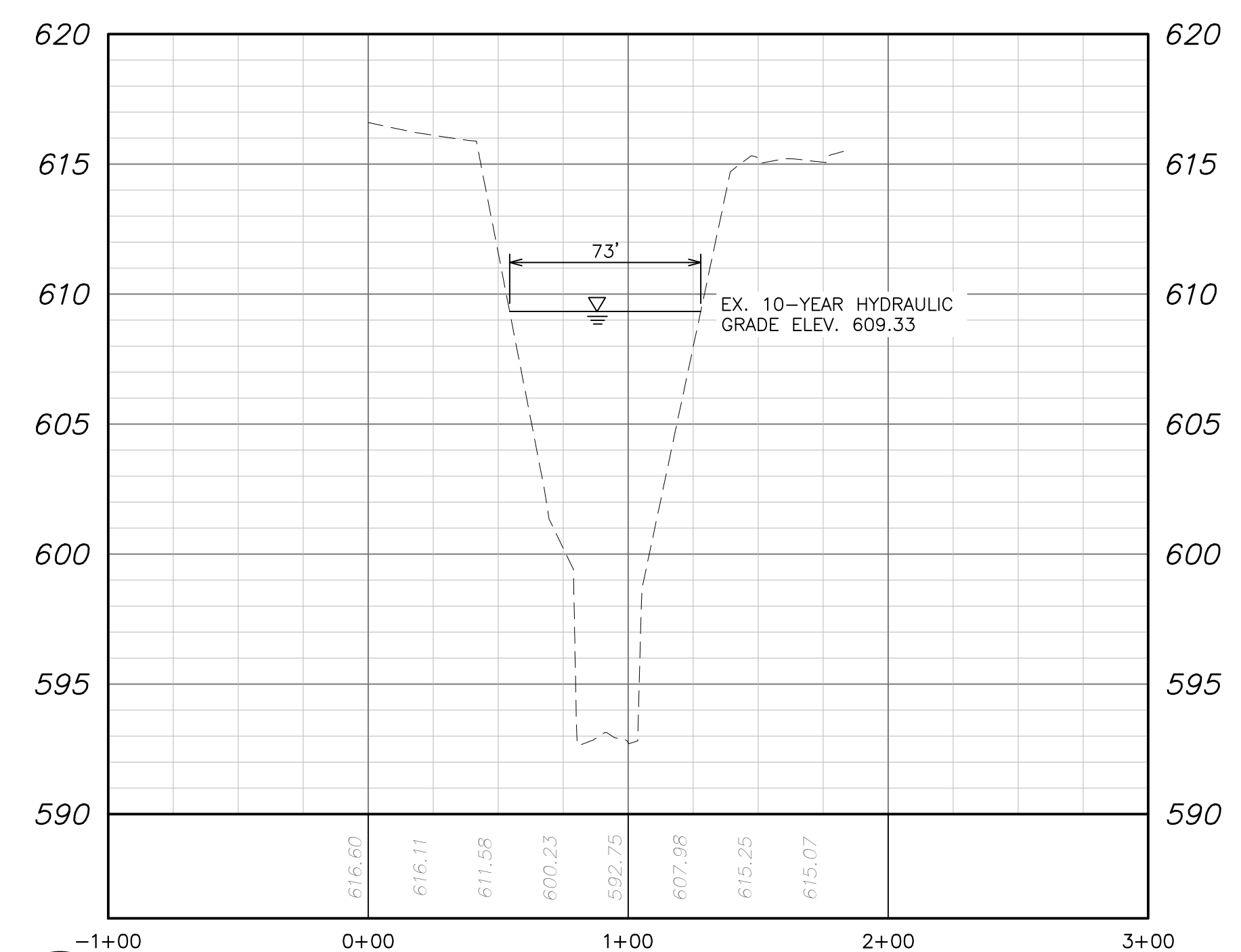
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

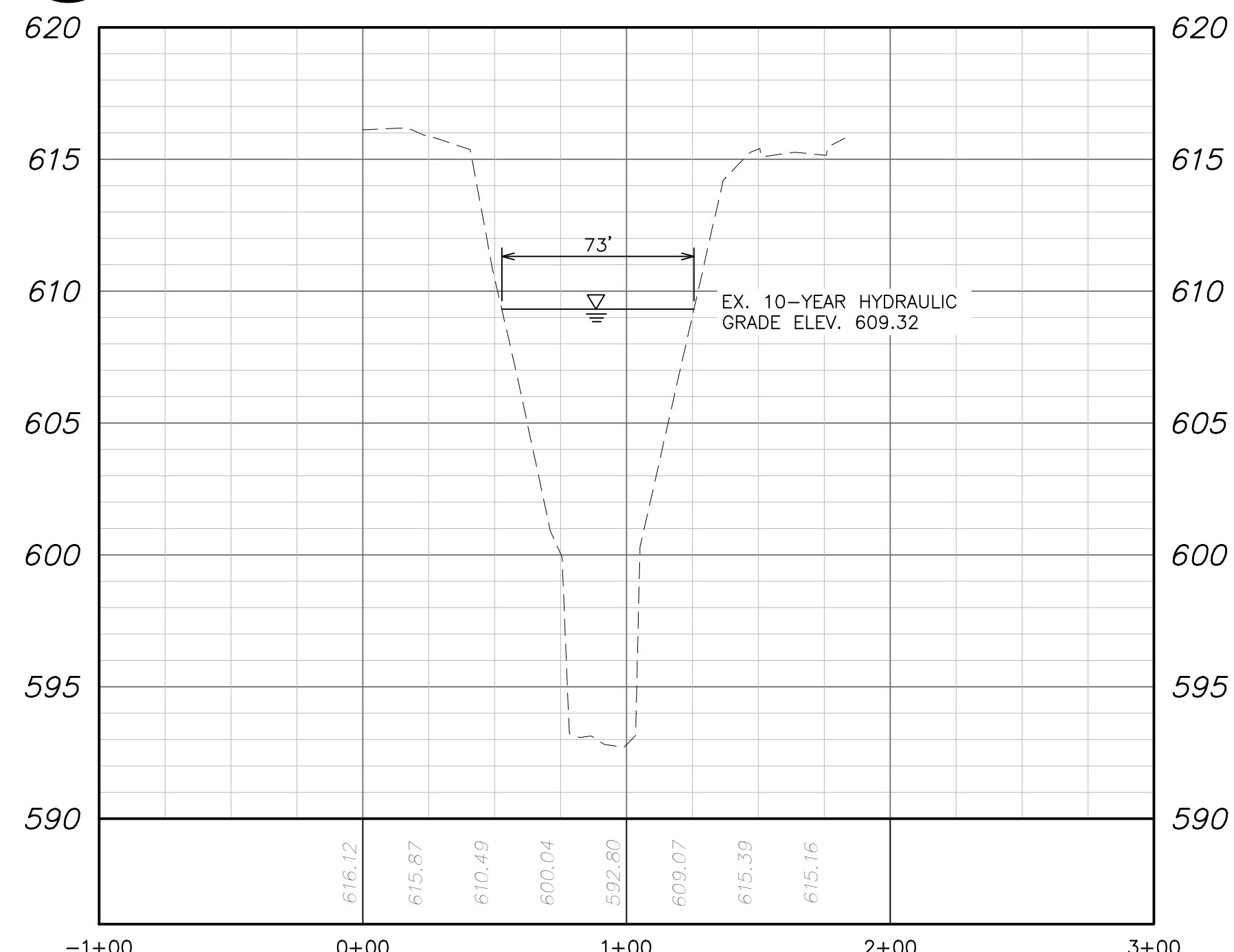
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-109</b>
DATE FEBRUARY 2022	



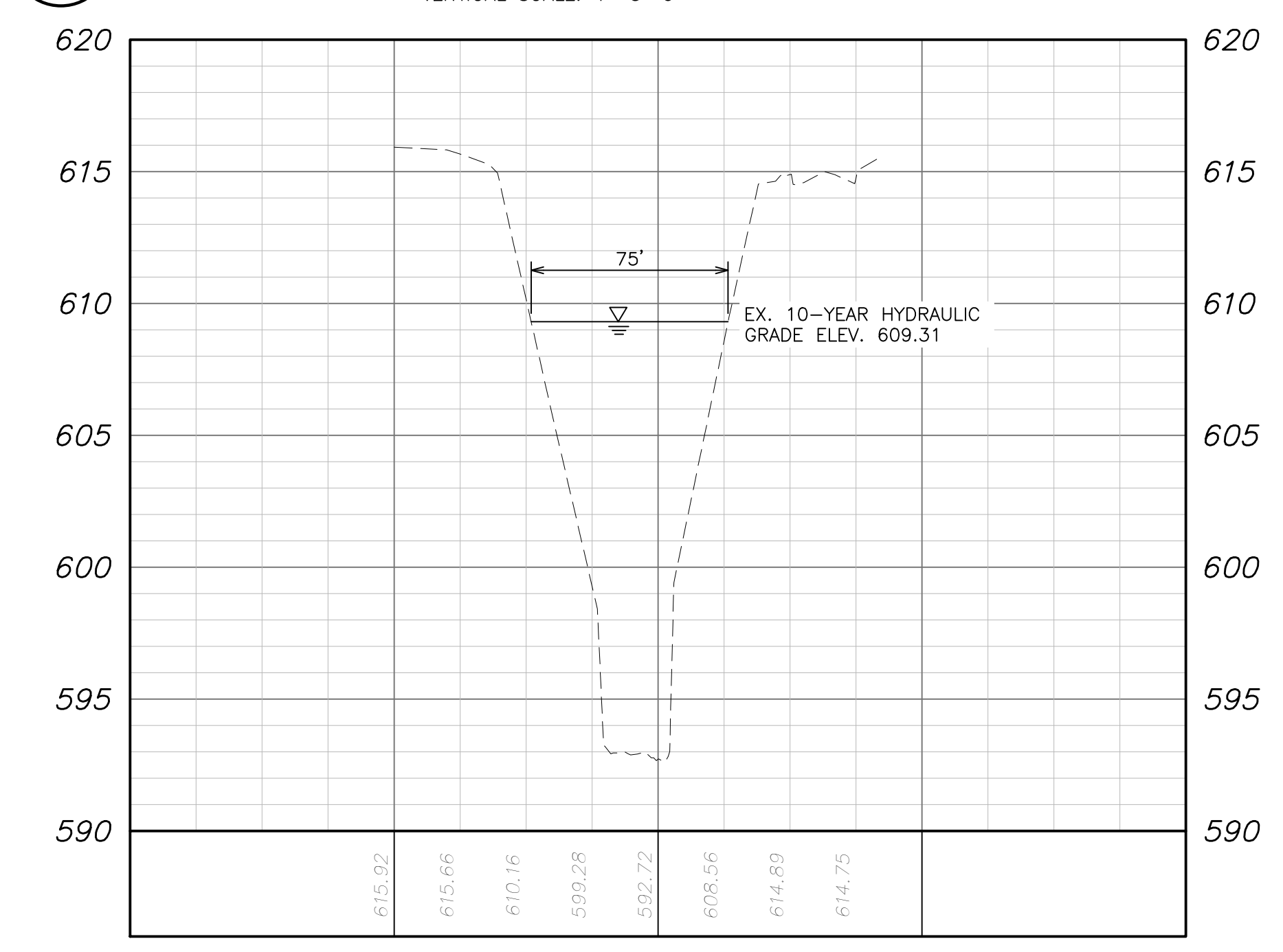
**41**  
CS3-110  
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HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



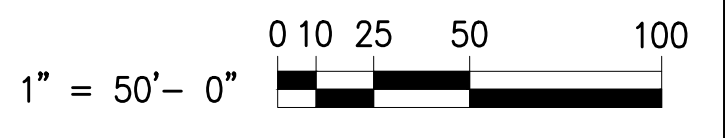
**42**  
CS3-110  
**EXISTING DRAIN SECTION (61+88)**  
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VERTICAL SCALE: 1"=5'-0"



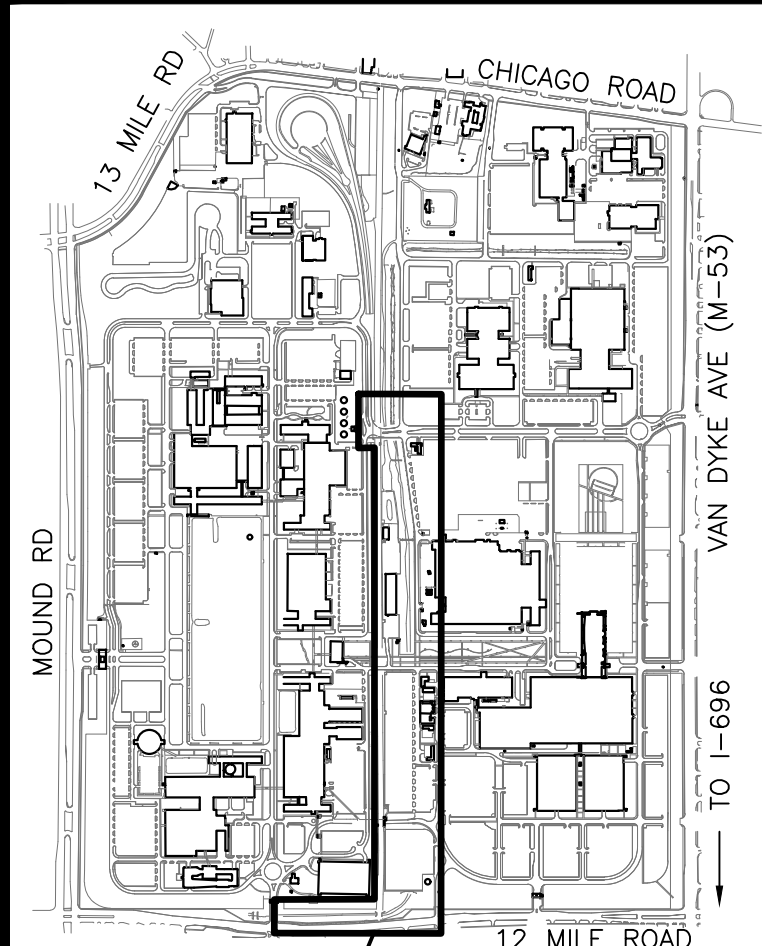
**43**  
CS3-110  
**EXISTING DRAIN SECTION (62+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**44**  
CS3-110  
**EXISTING DRAIN SECTION (63+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			
SUPPLIER PROJECT NO. 20210435		CERTIFIED BY	
SUPPLIER DRAWN BY CDM			
SUPPLIER CHECKED BY TDL			
SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

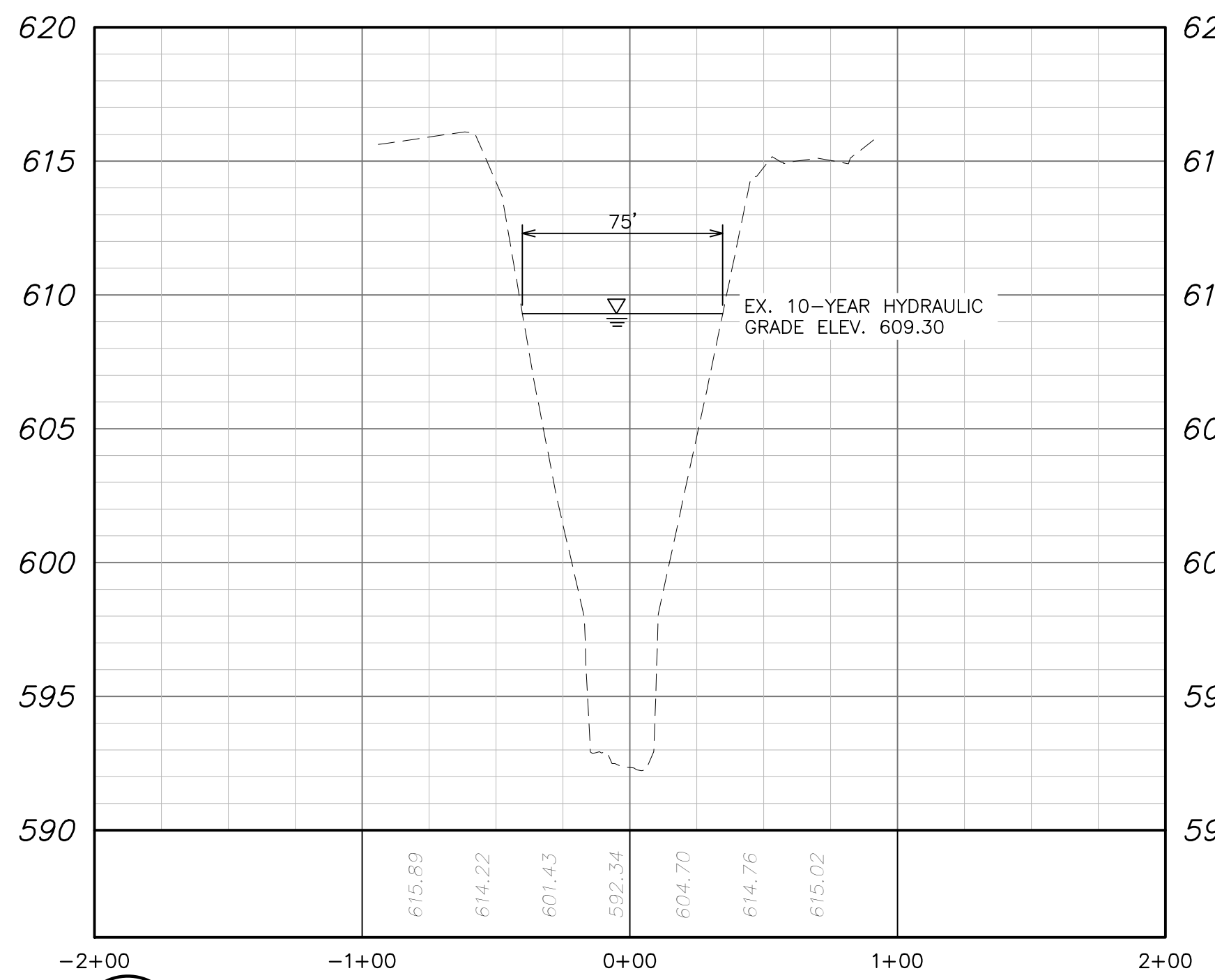
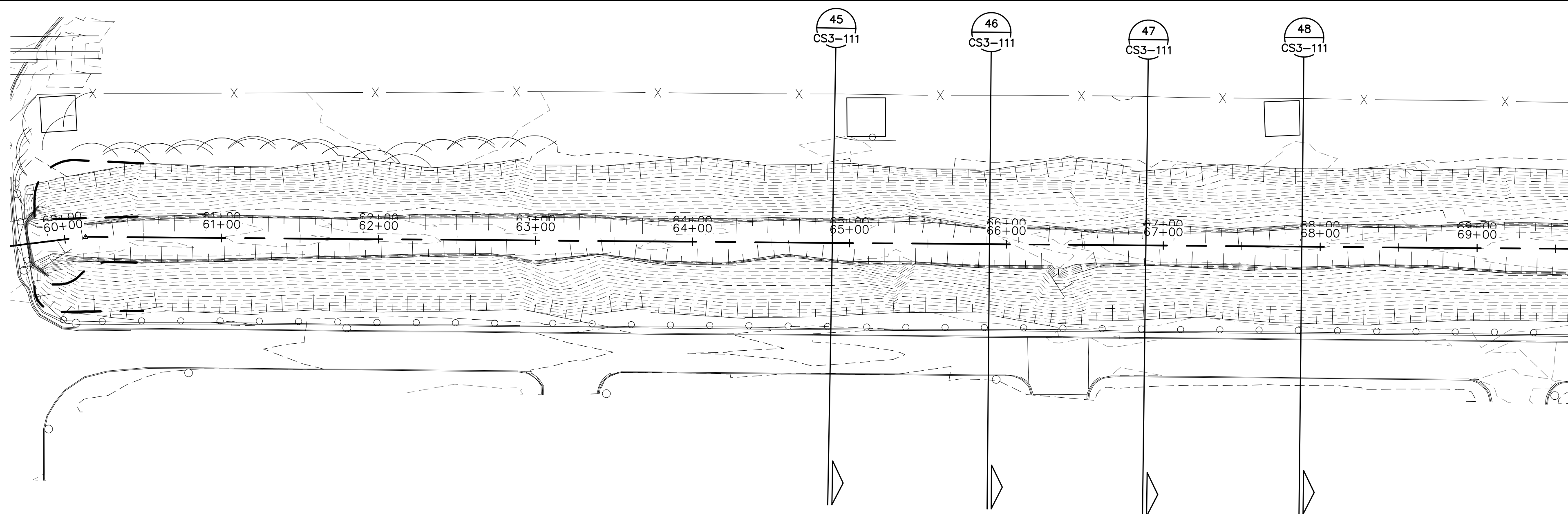
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

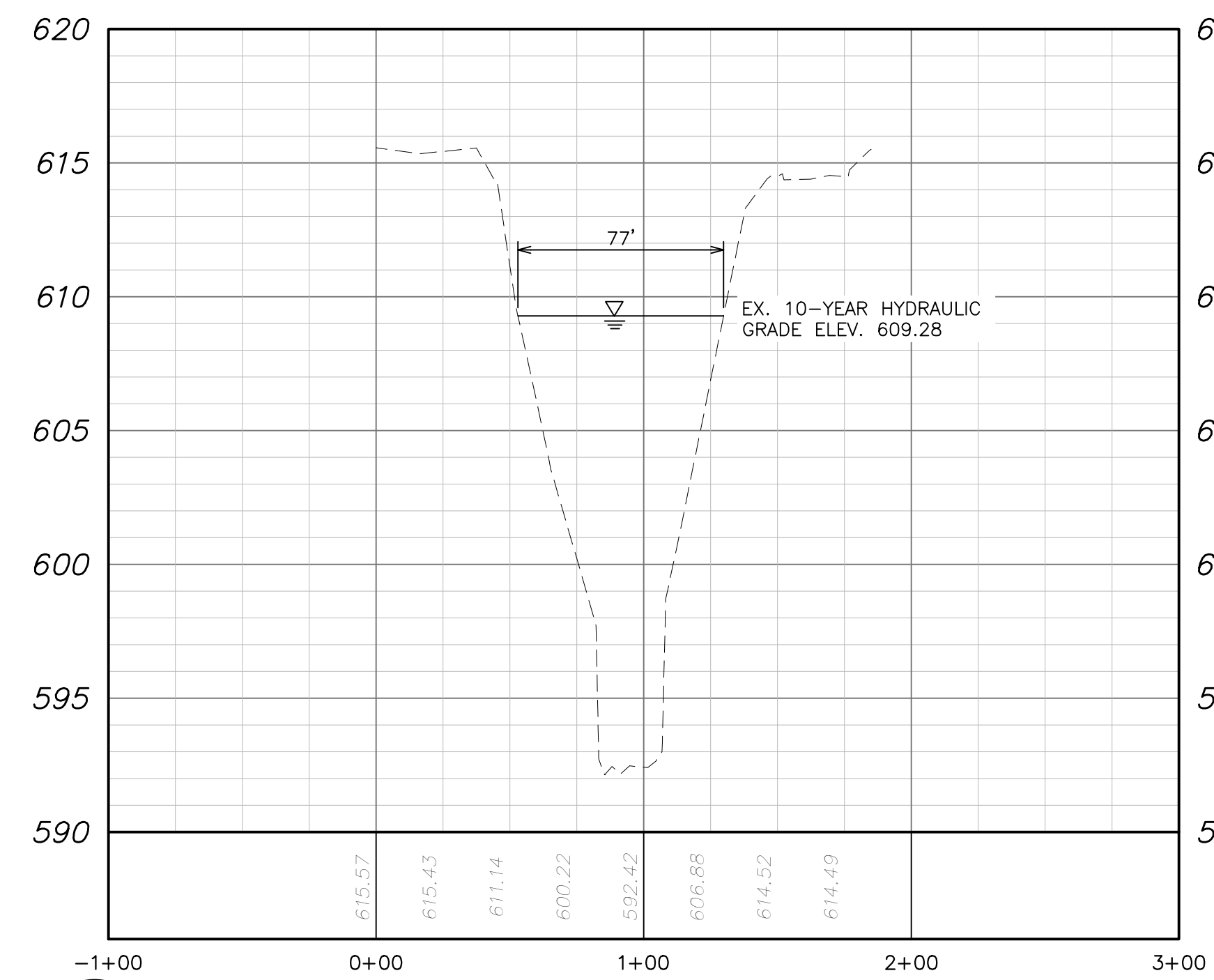
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

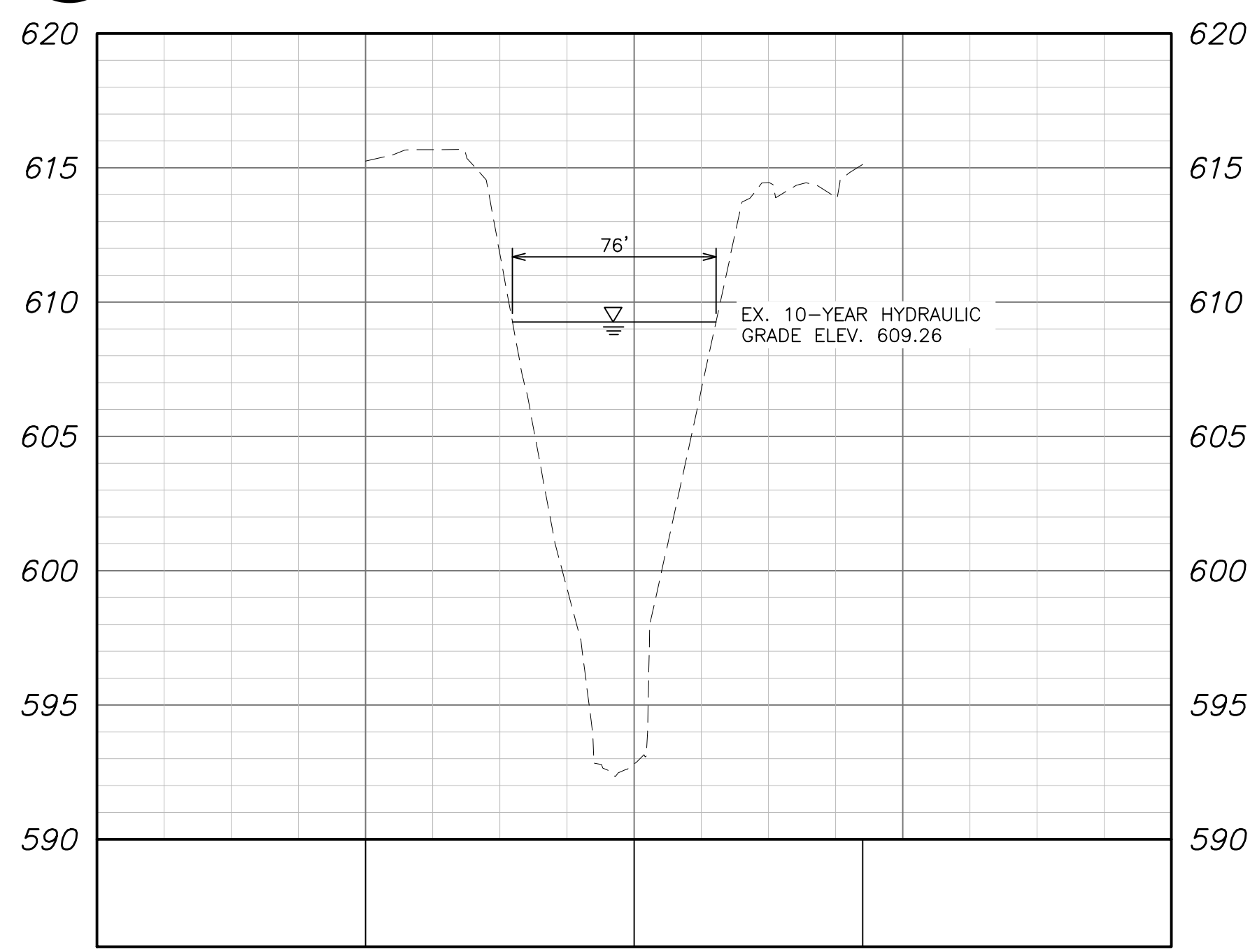
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-110</b>
DATE FEBRUARY 2022	



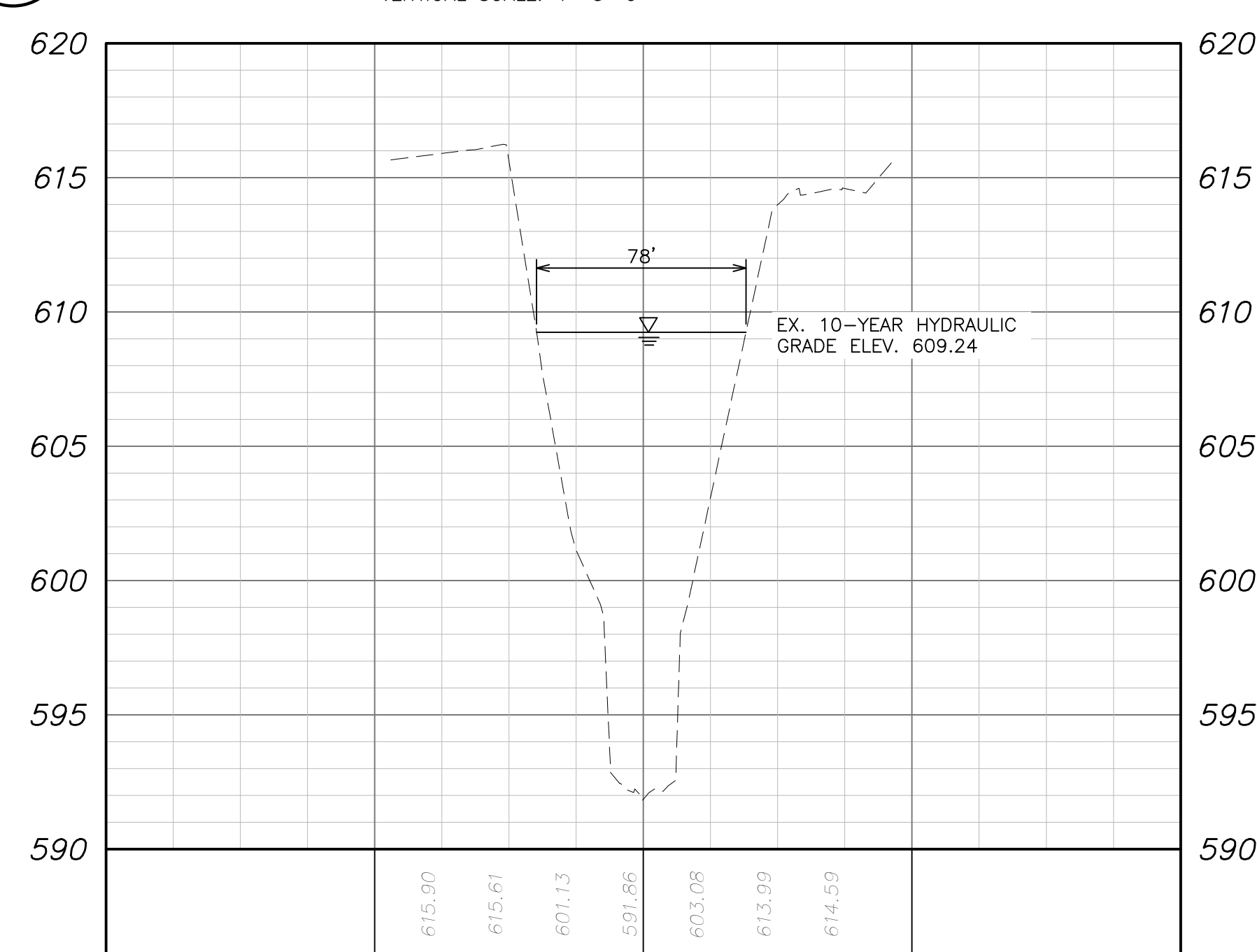
**45**  
CS3-111  
**EXISTING DRAIN SECTION (64+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**46**  
CS3-111  
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HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



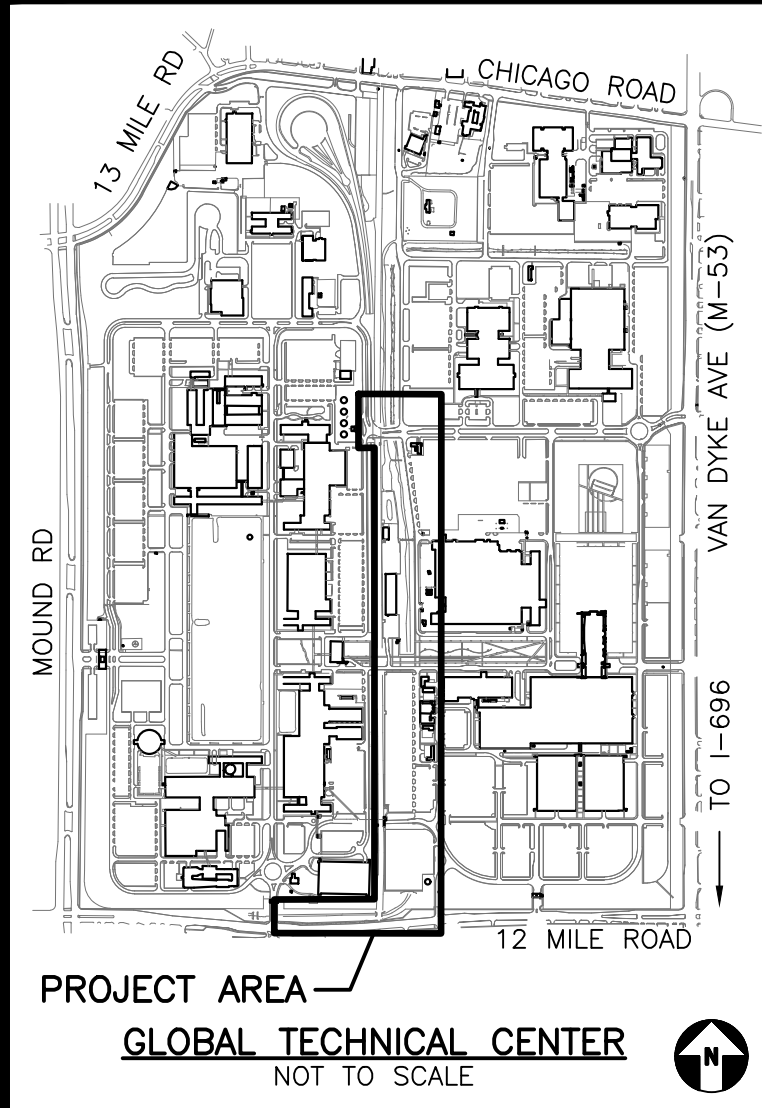
**47**  
CS3-111  
**EXISTING DRAIN SECTION (66+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**48**  
CS3-111  
**EXISTING DRAIN SECTION (67+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

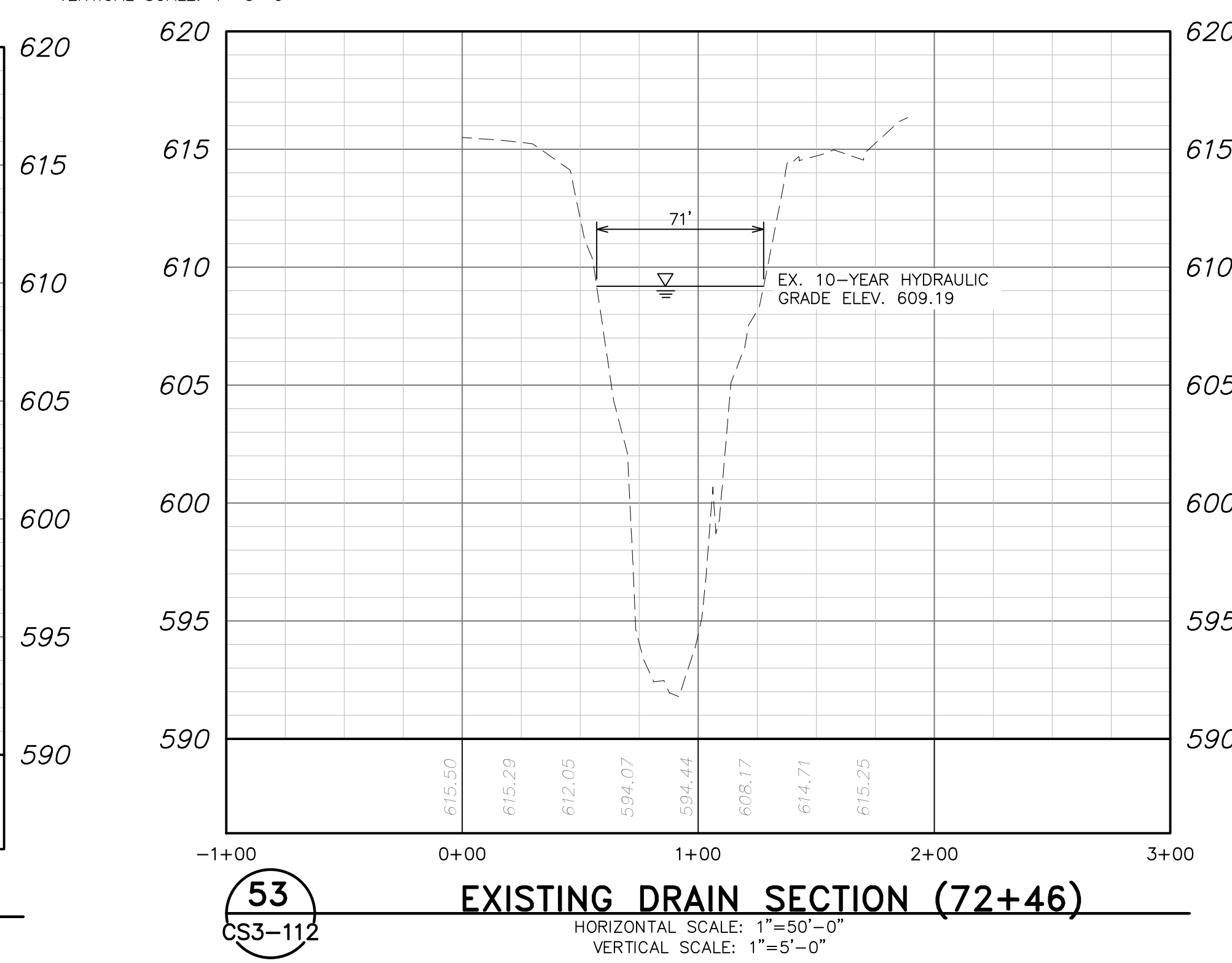
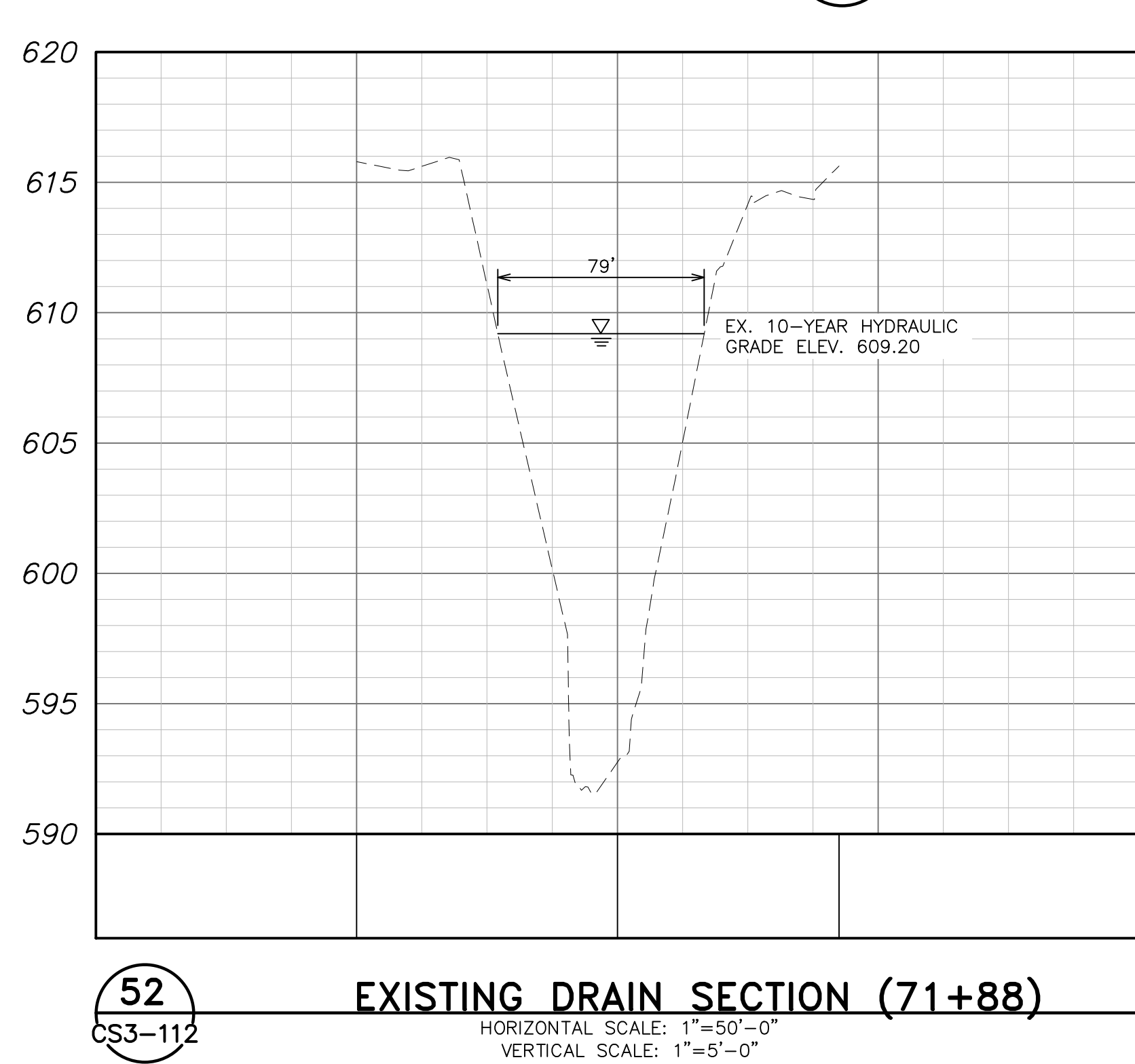
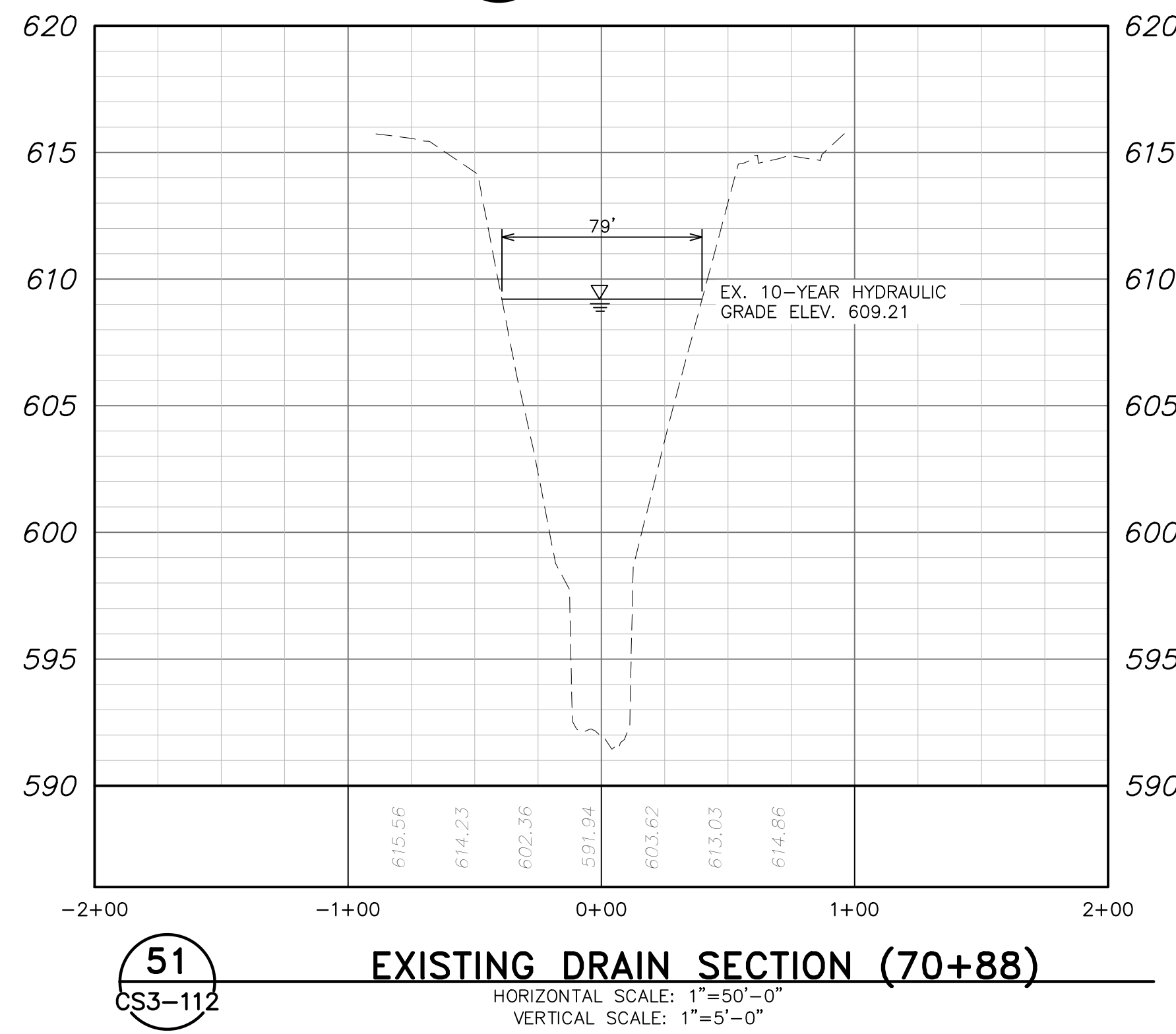
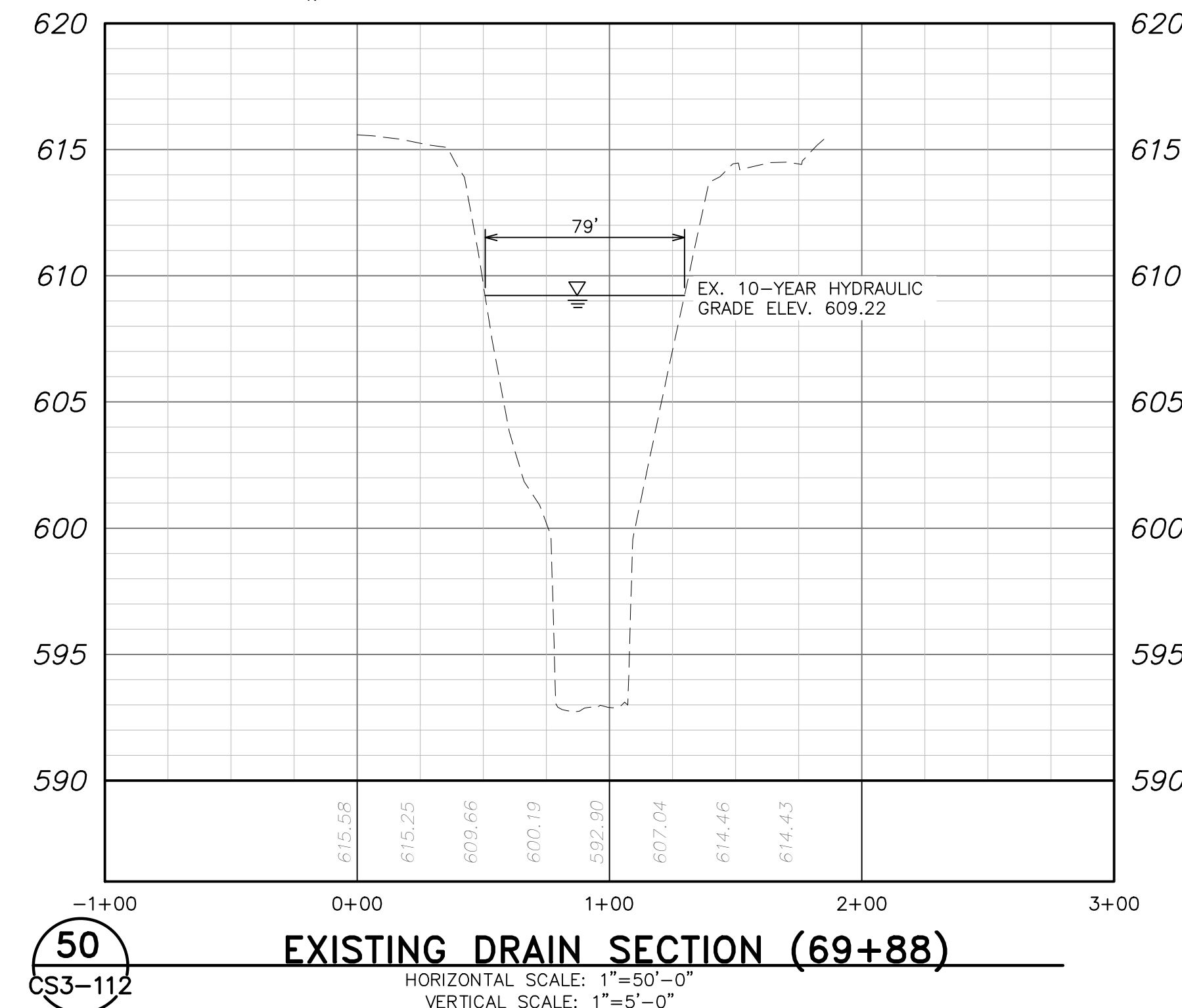
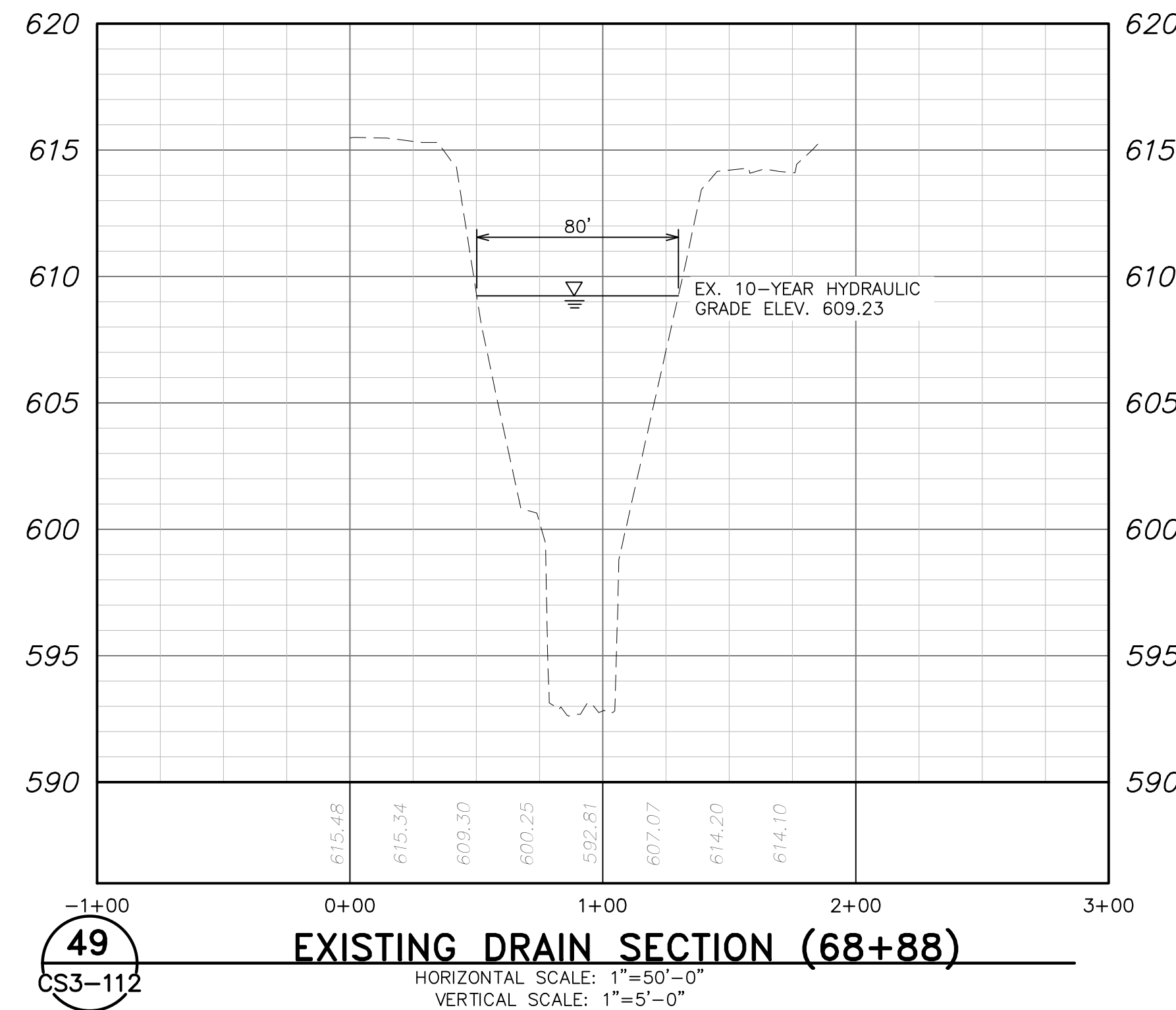
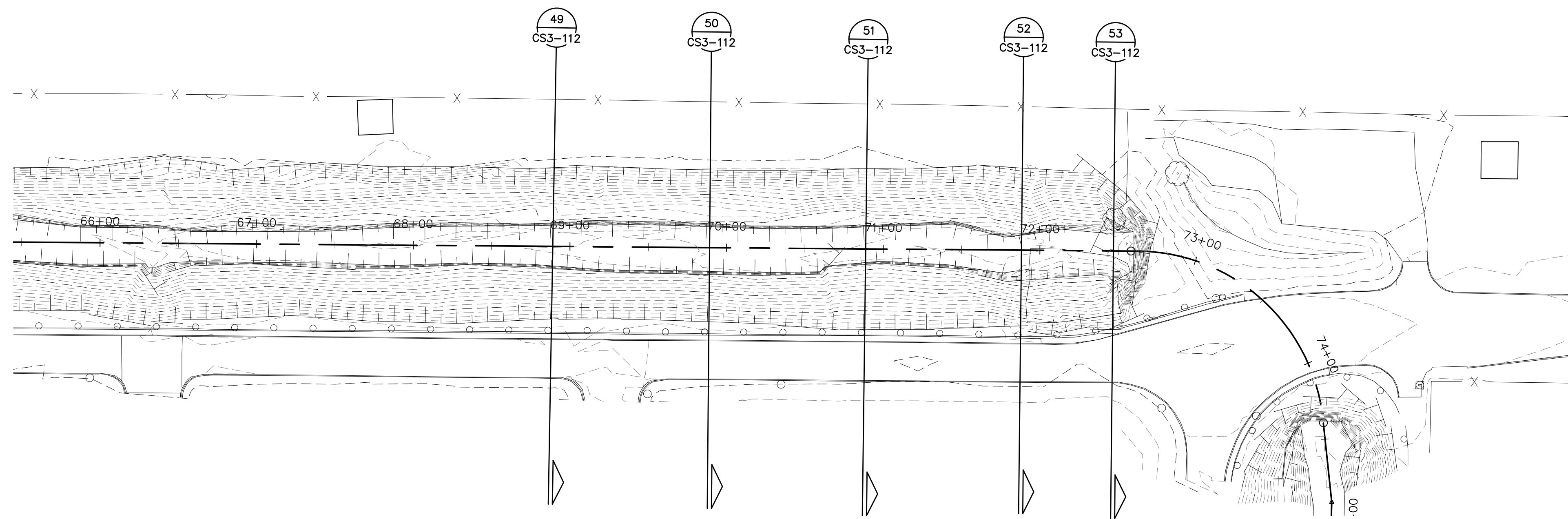
**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

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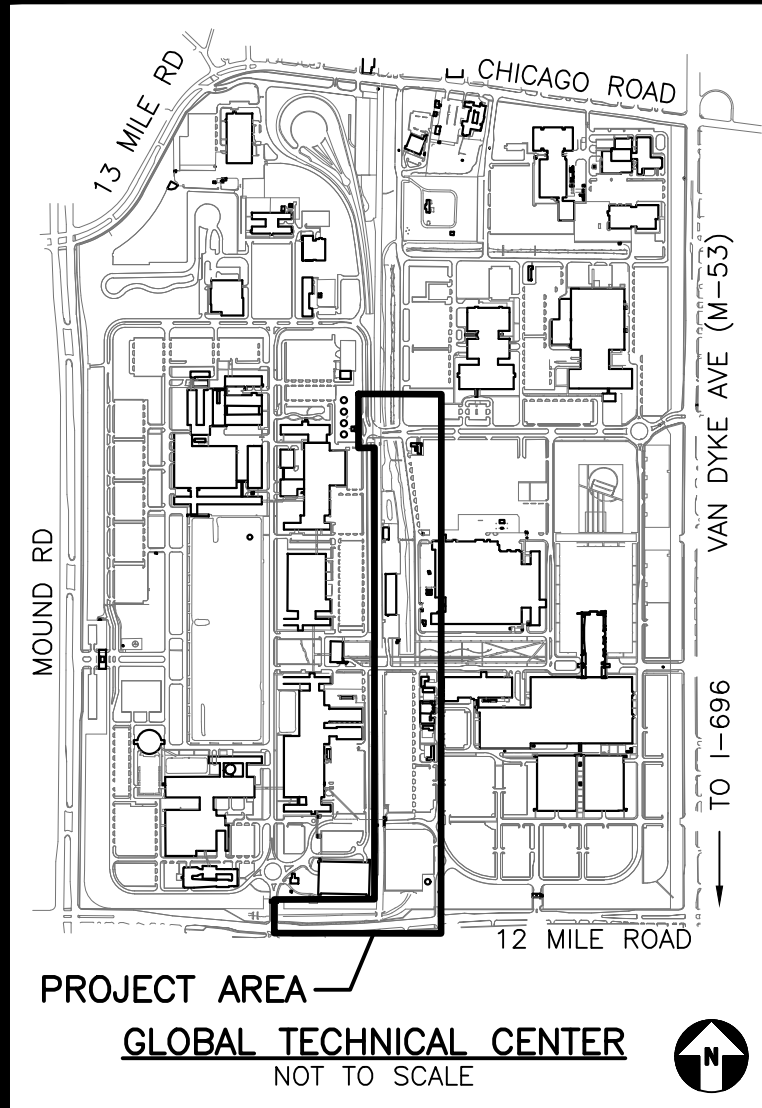
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-111</b>
DATE FEBRUARY 2022	



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

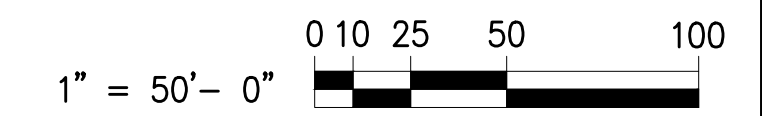
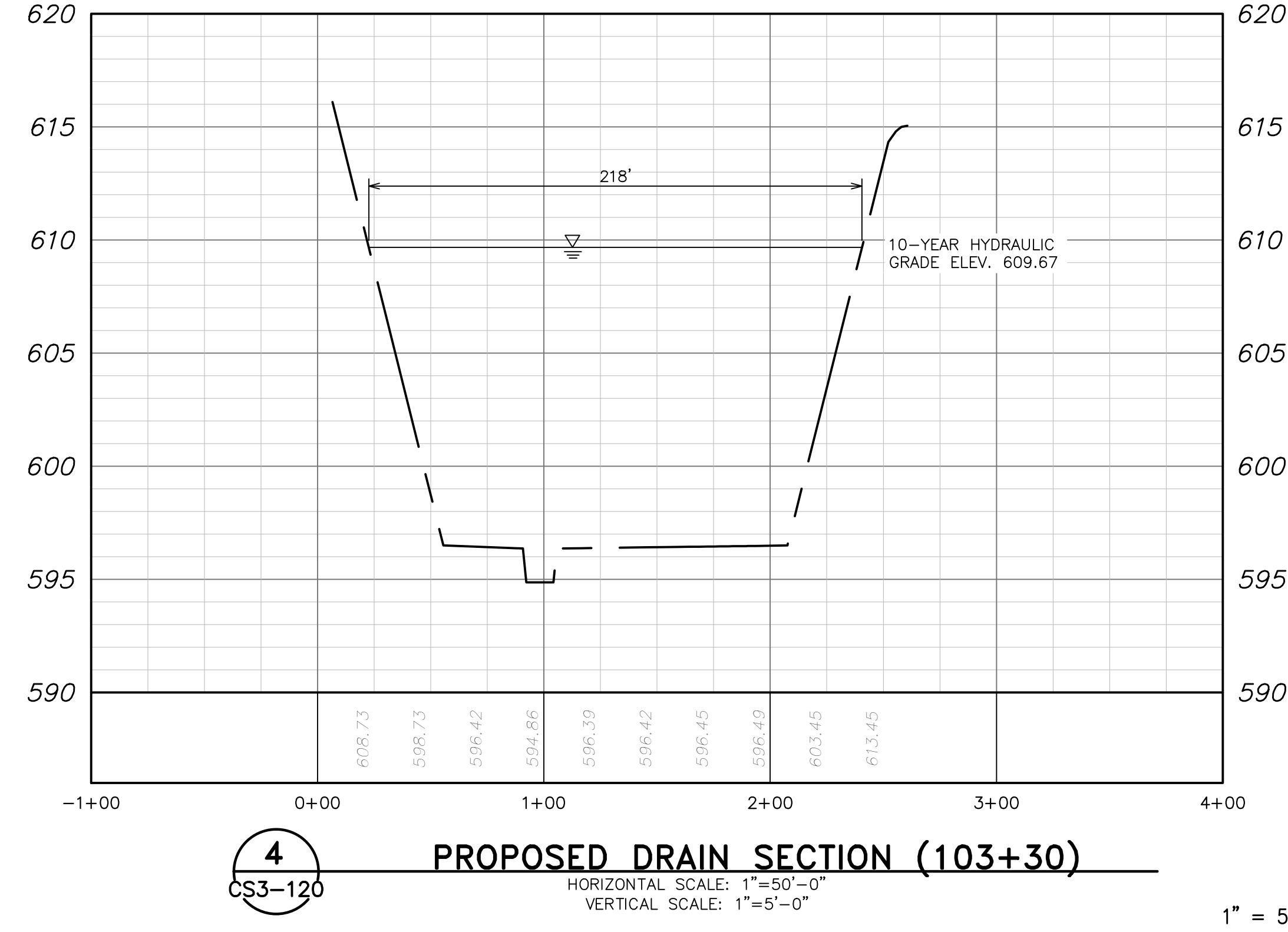
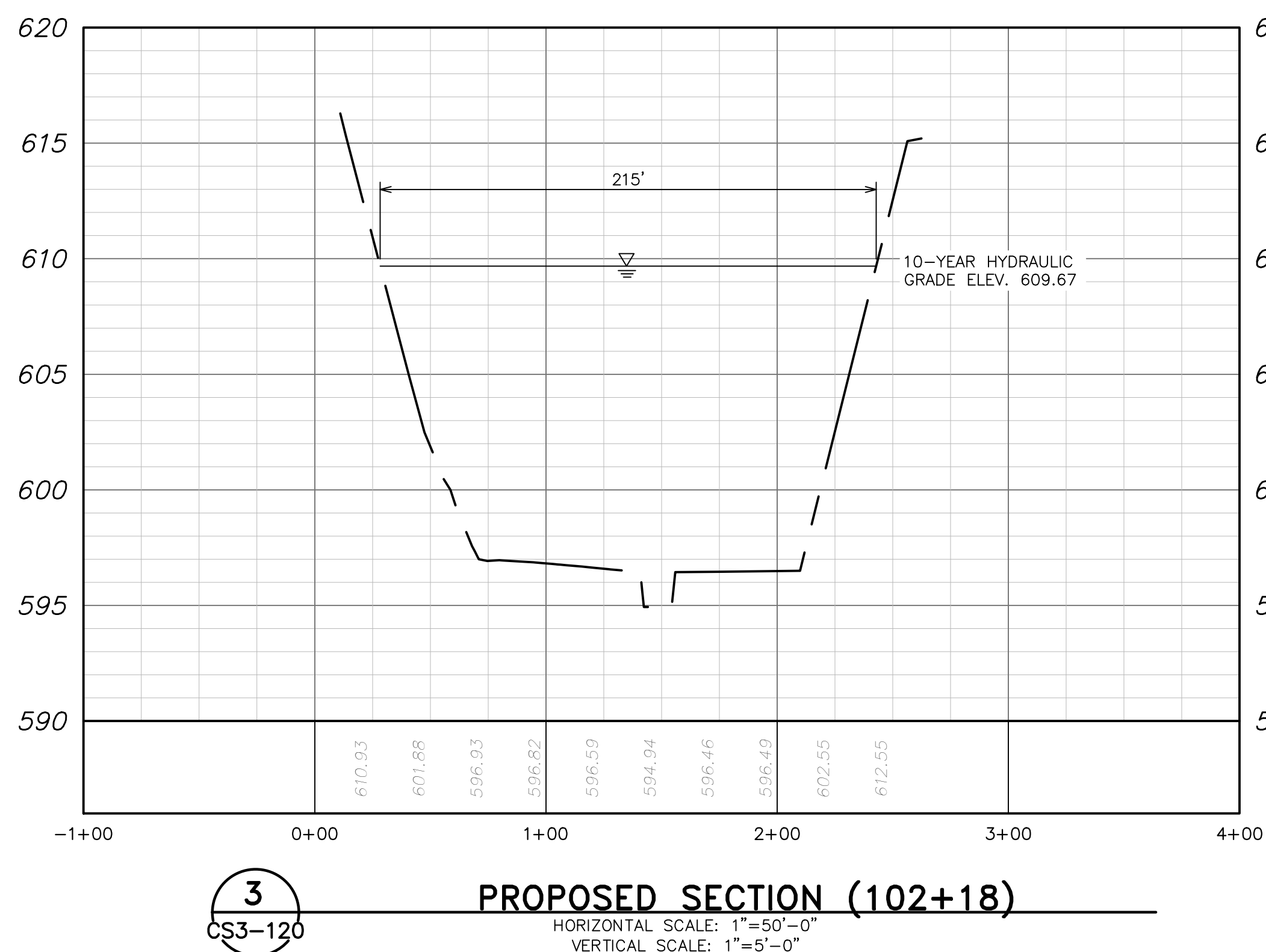
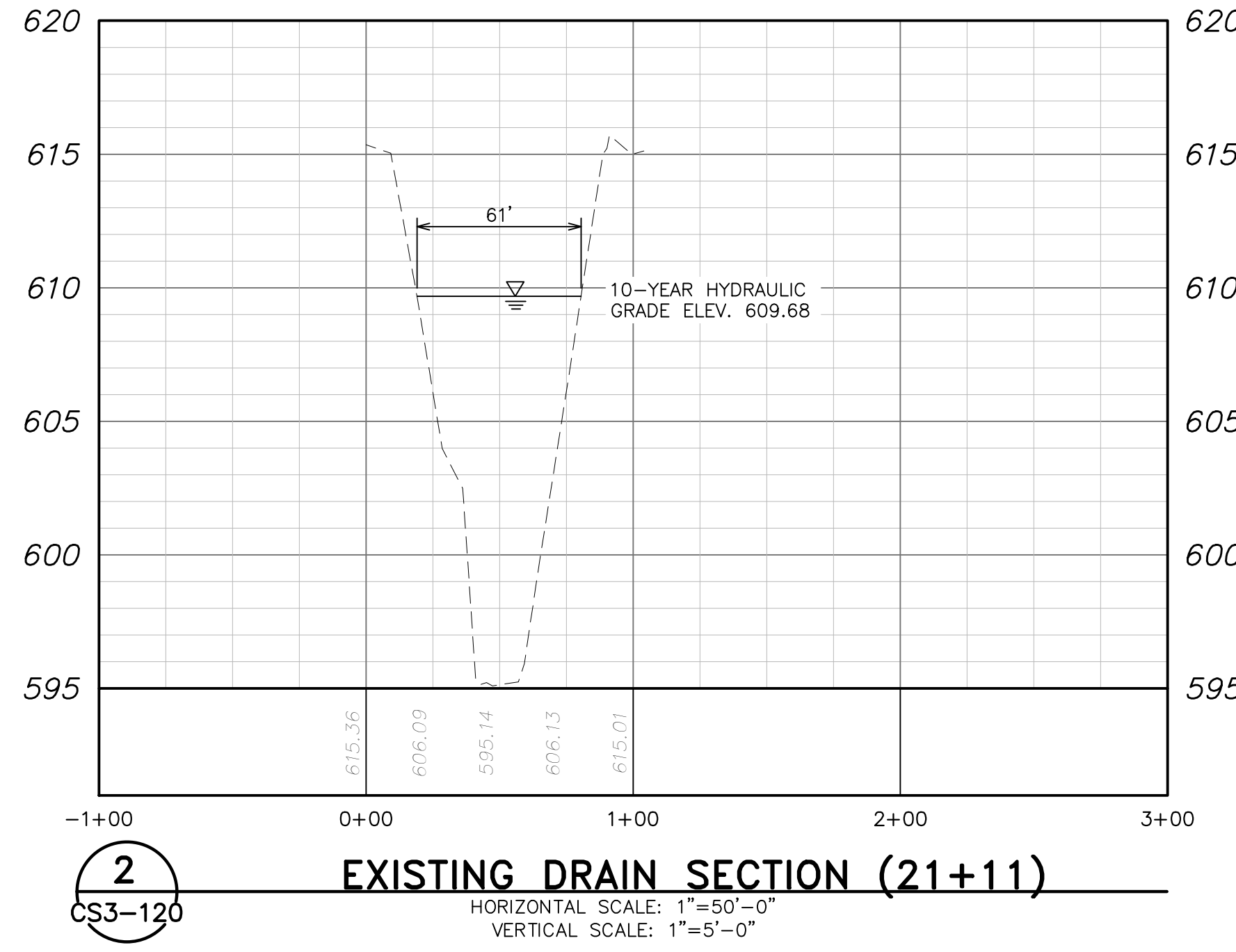
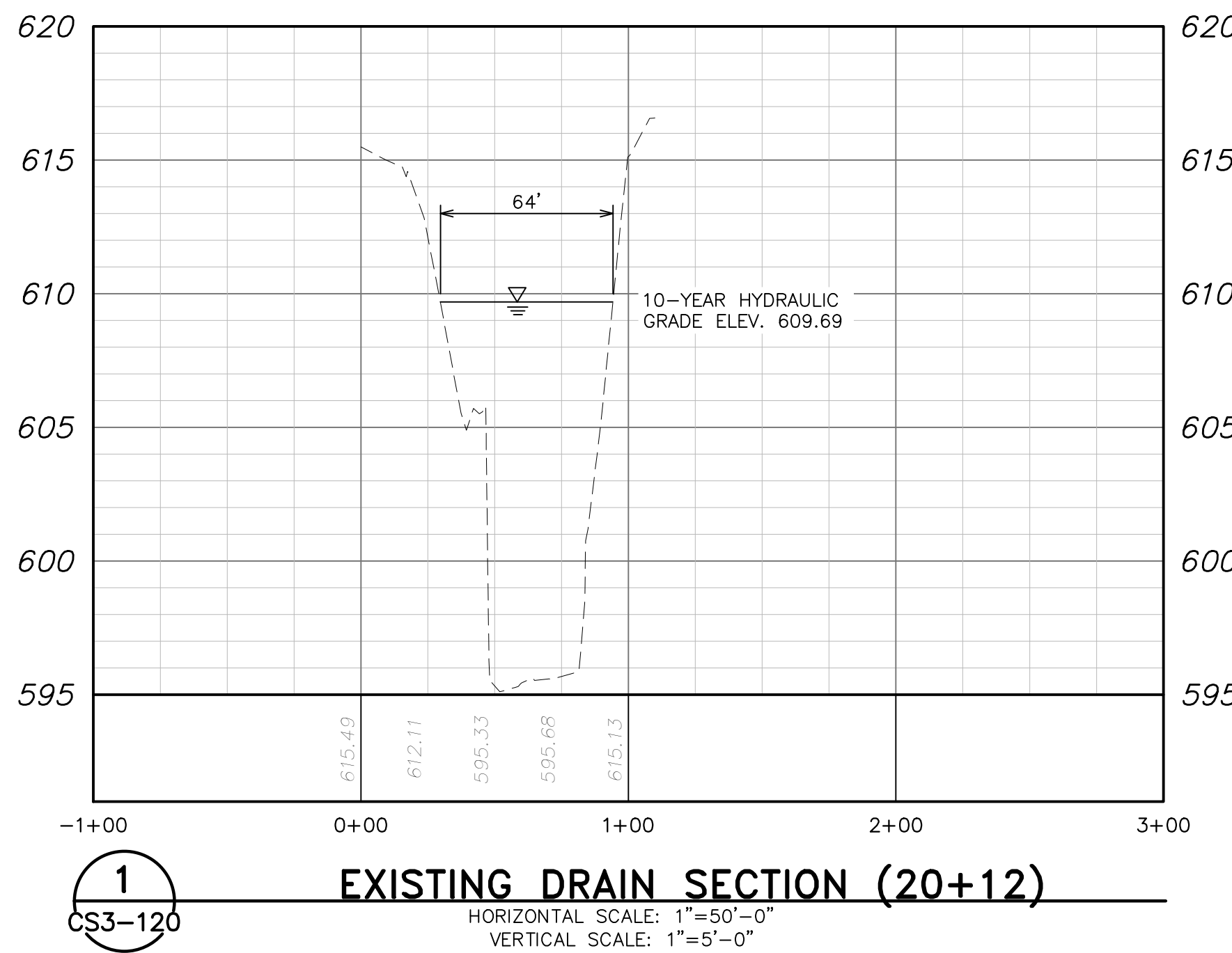
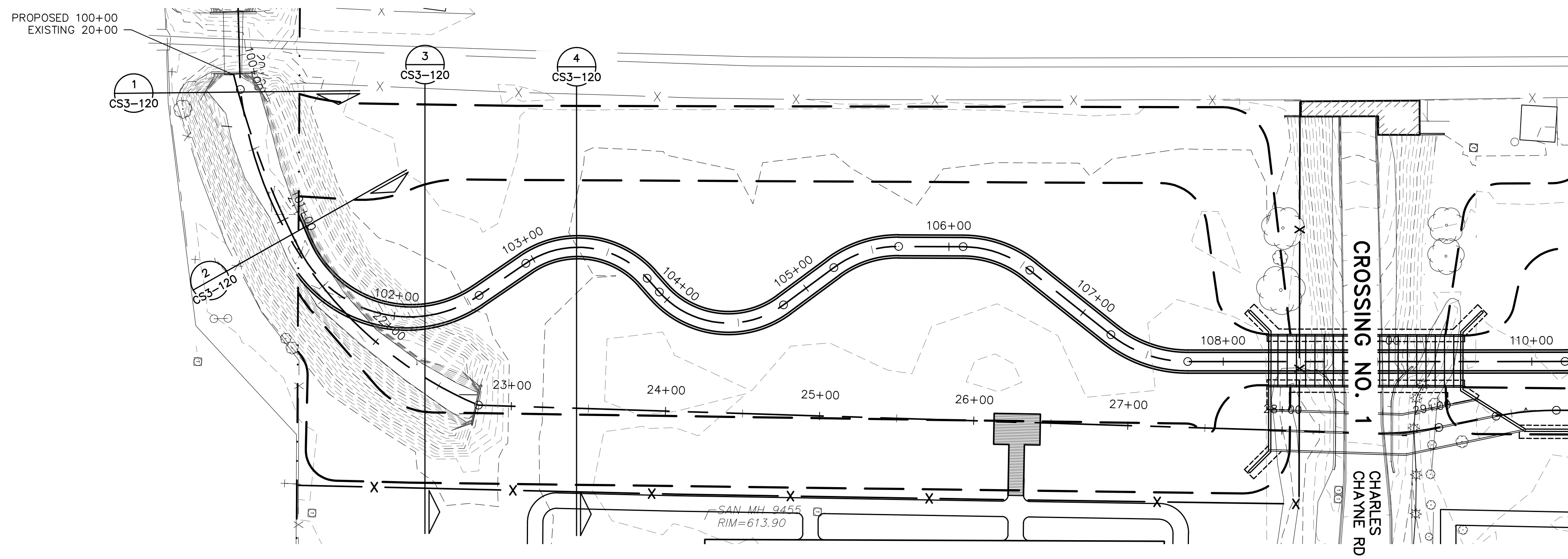
**HRC**  
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48303-0824

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30400 Mound Road, Warren, MI 48090

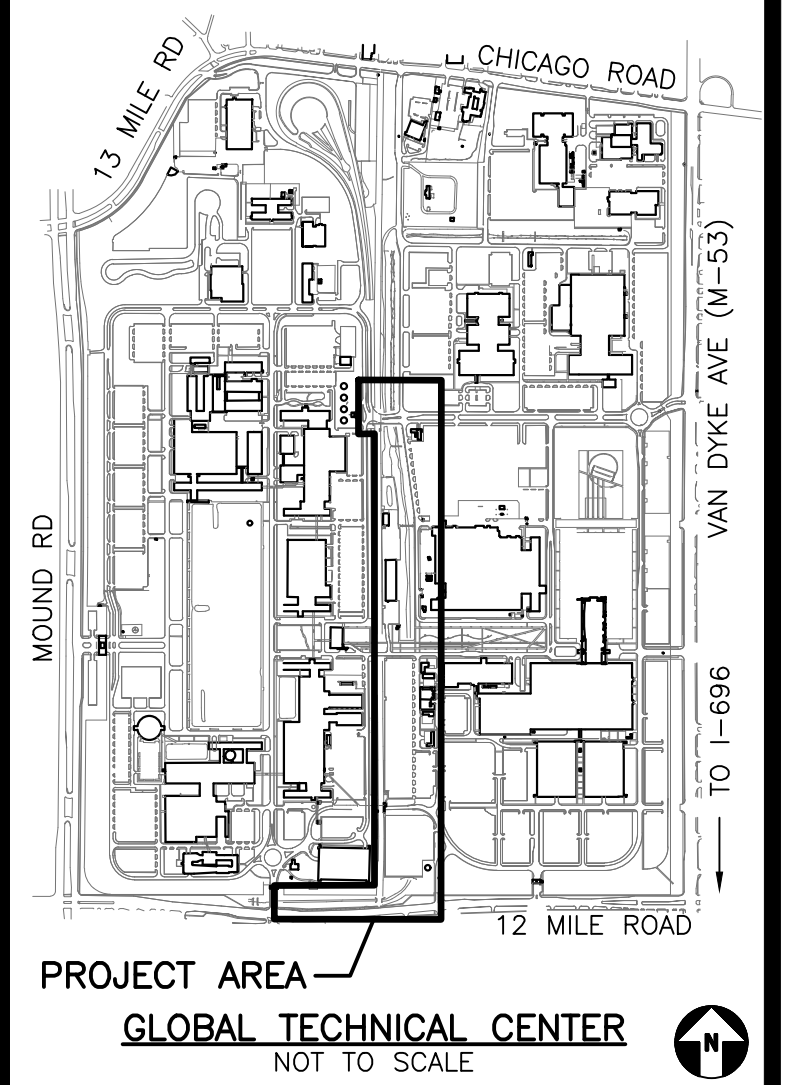
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**EXISTING DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-112</b>
DATE FEBRUARY 2022	



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.

P.O. BOX 824  
48303-0824

General Motors Company  
30400 Mound Road, Warren, MI 48090

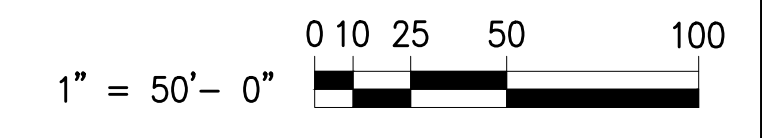
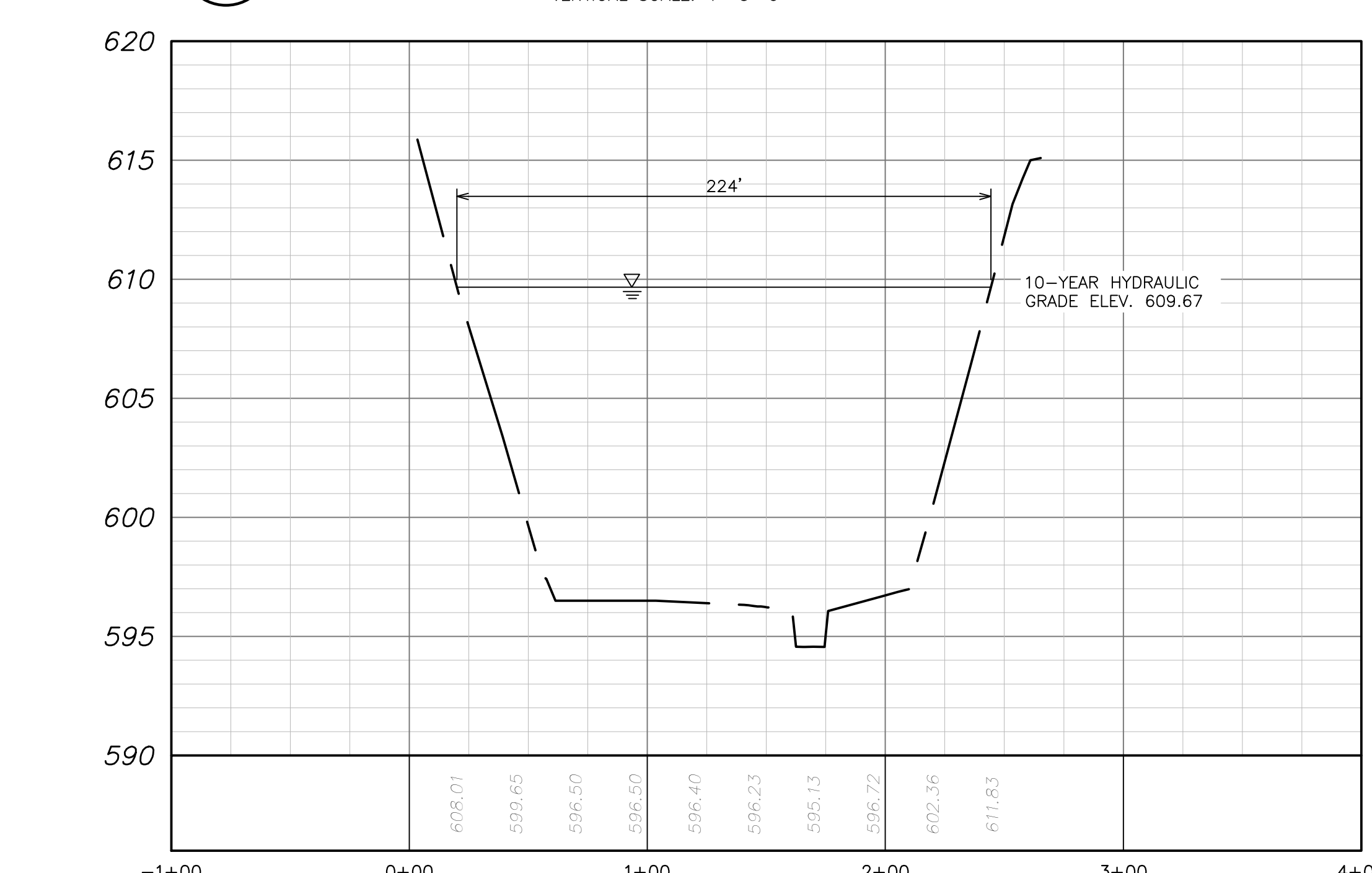
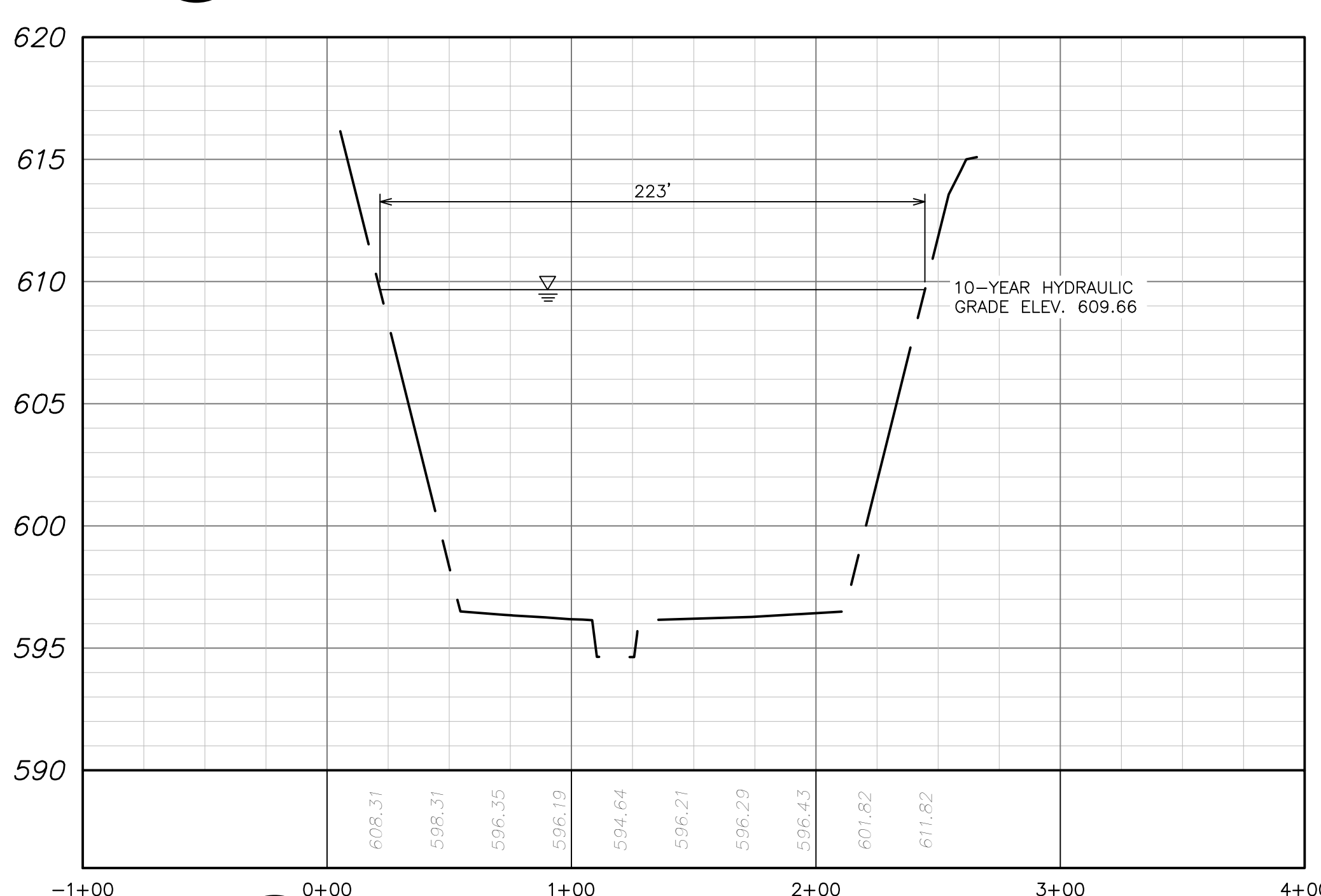
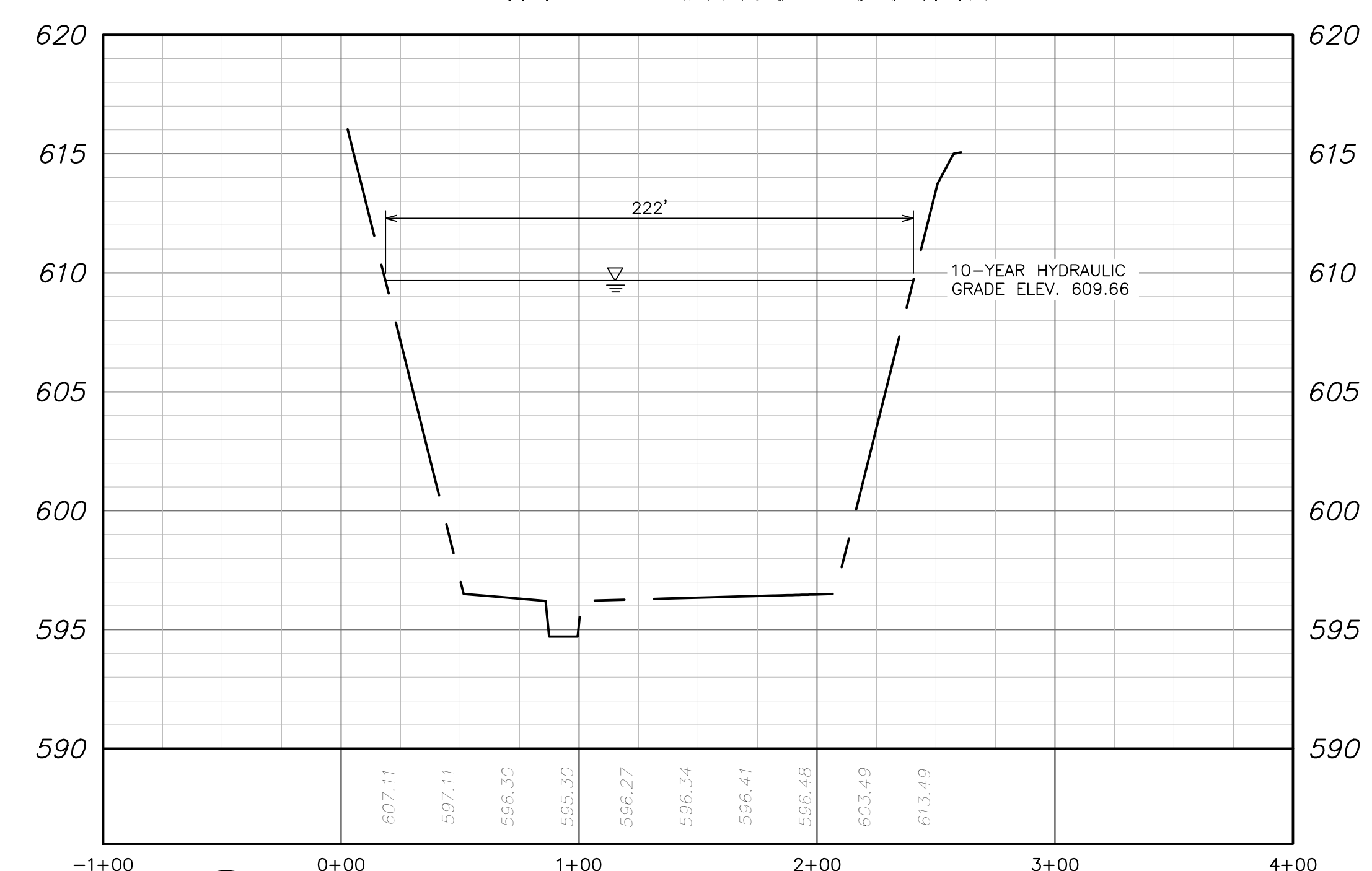
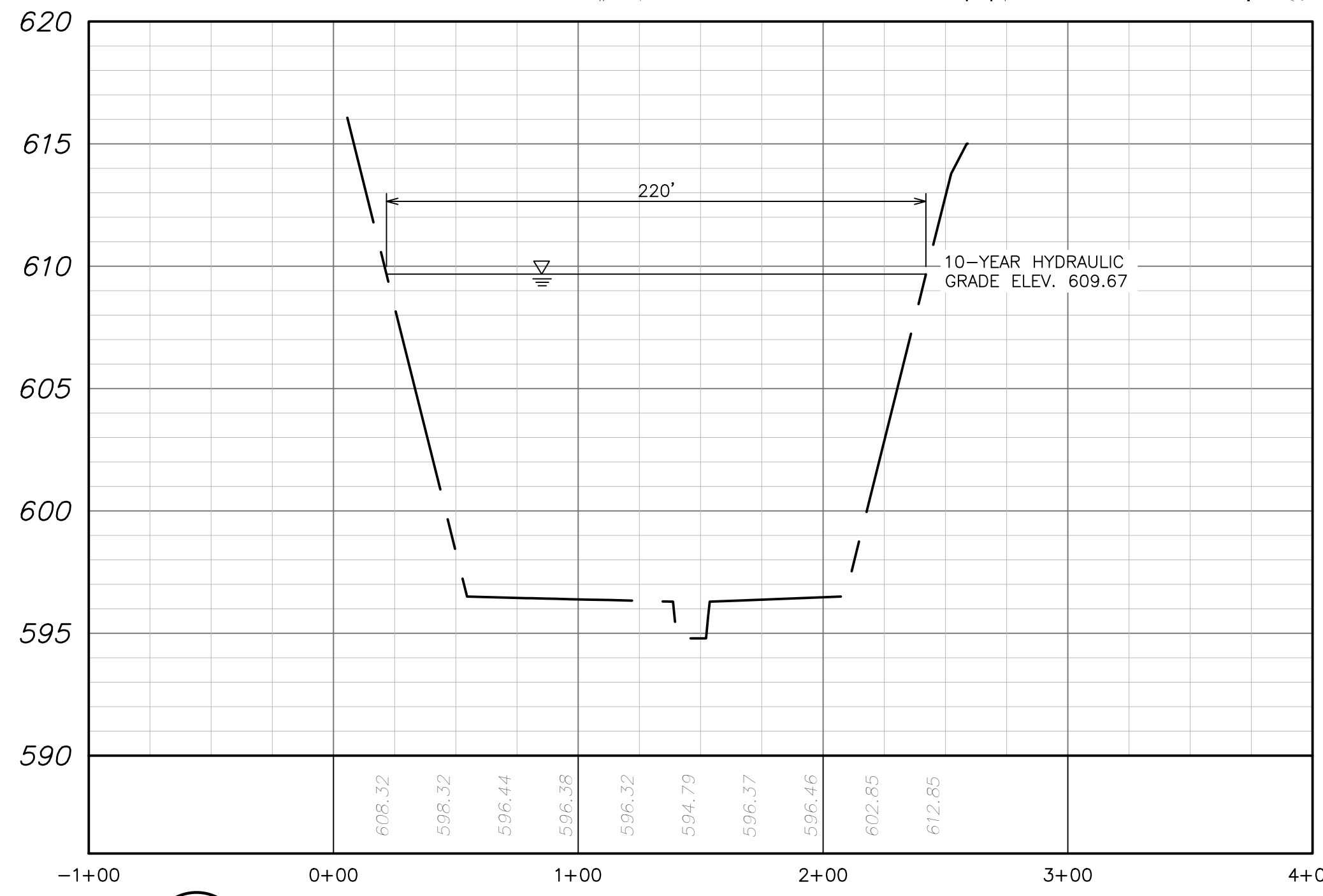
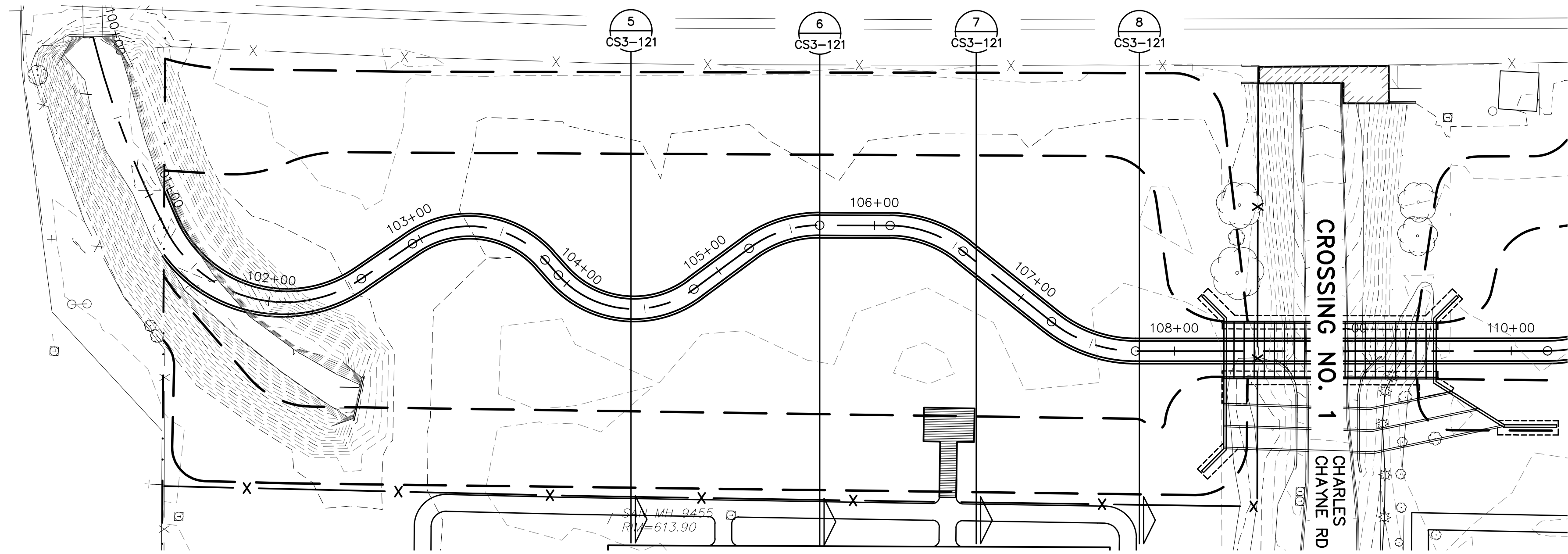
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00

**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

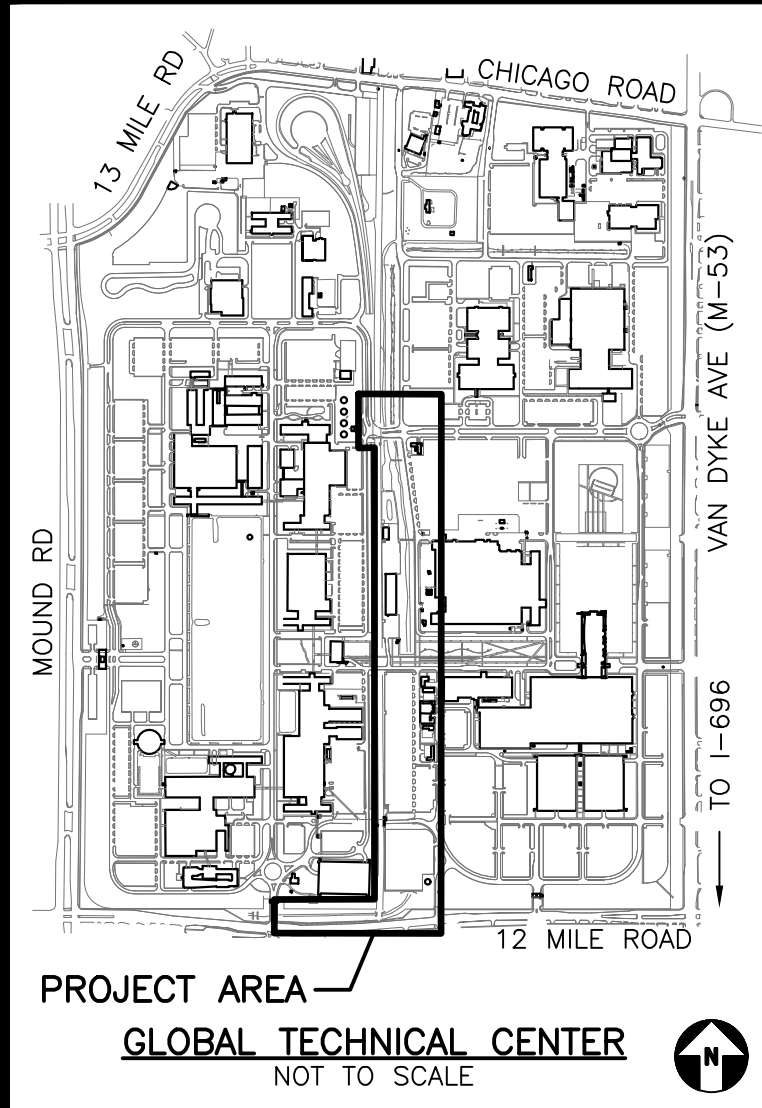
**PROPOSED DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-120</b>
DATE FEBRUARY 2022	

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DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			
SUPPLIER PROJECT NO. 20210435		CERTIFIED BY	
SUPPLIER DRAWN BY CDM			
SUPPLIER CHECKED BY TDL			
SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

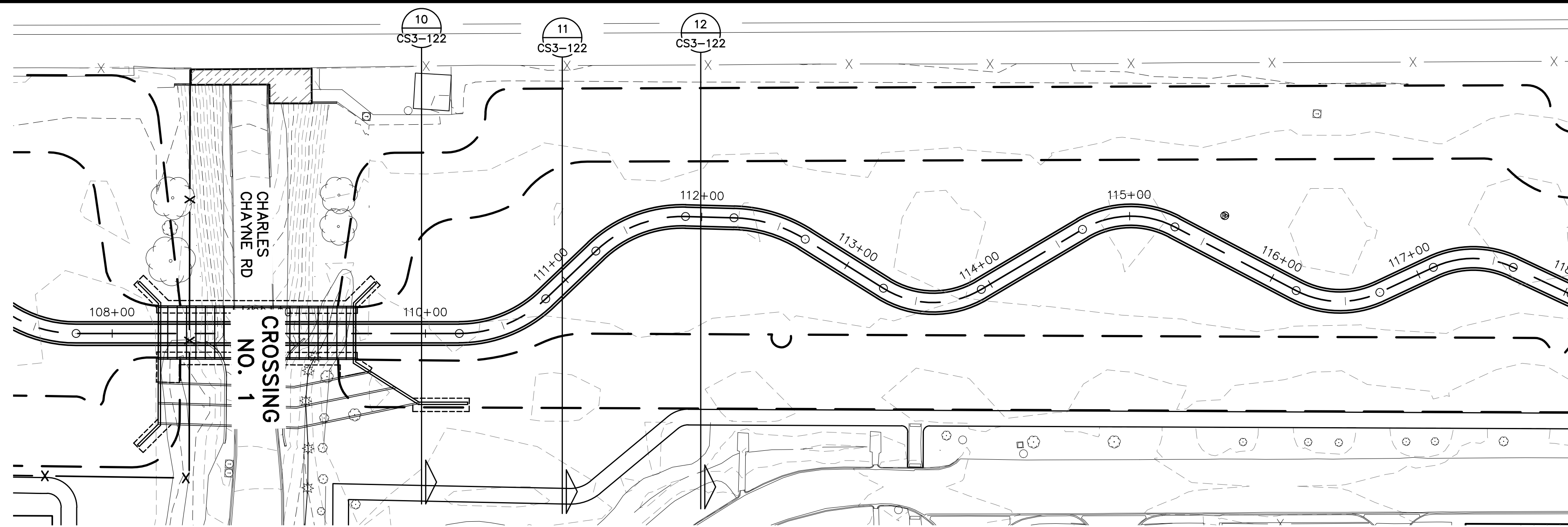
**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

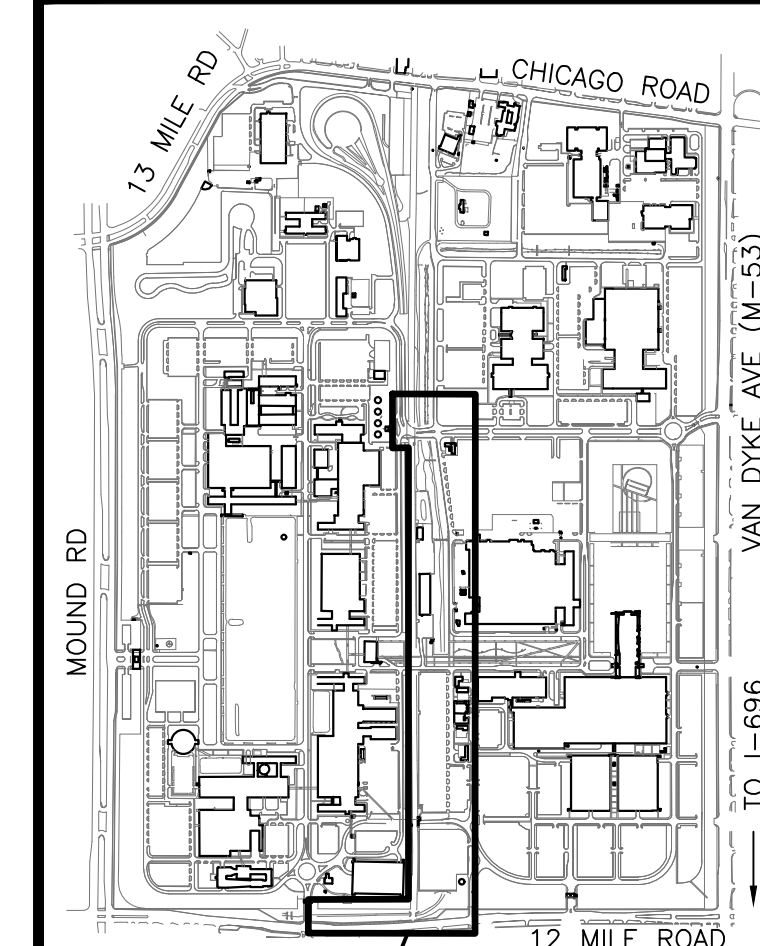
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GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-121</b>
DATE FEBRUARY 2022	

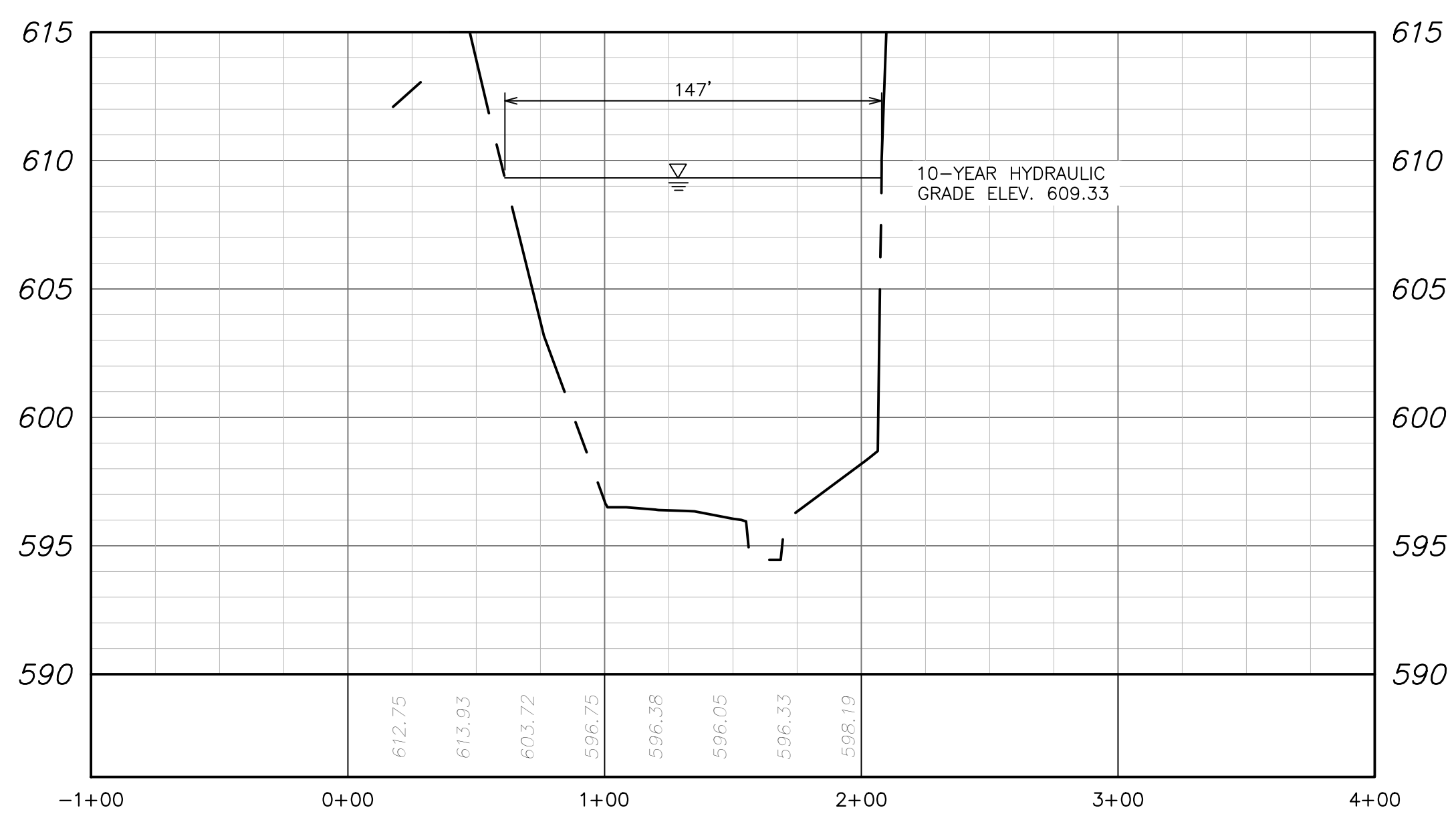




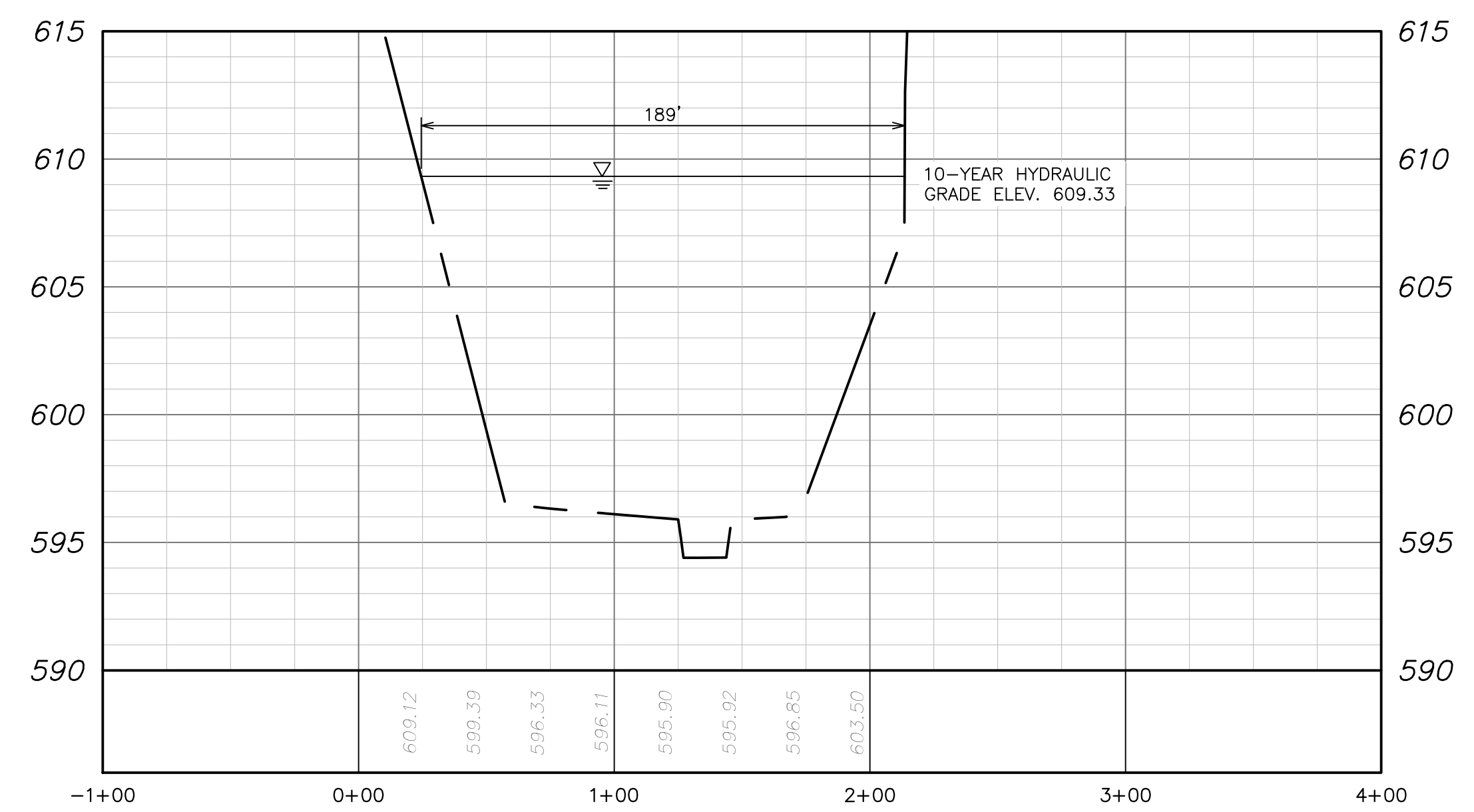
DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



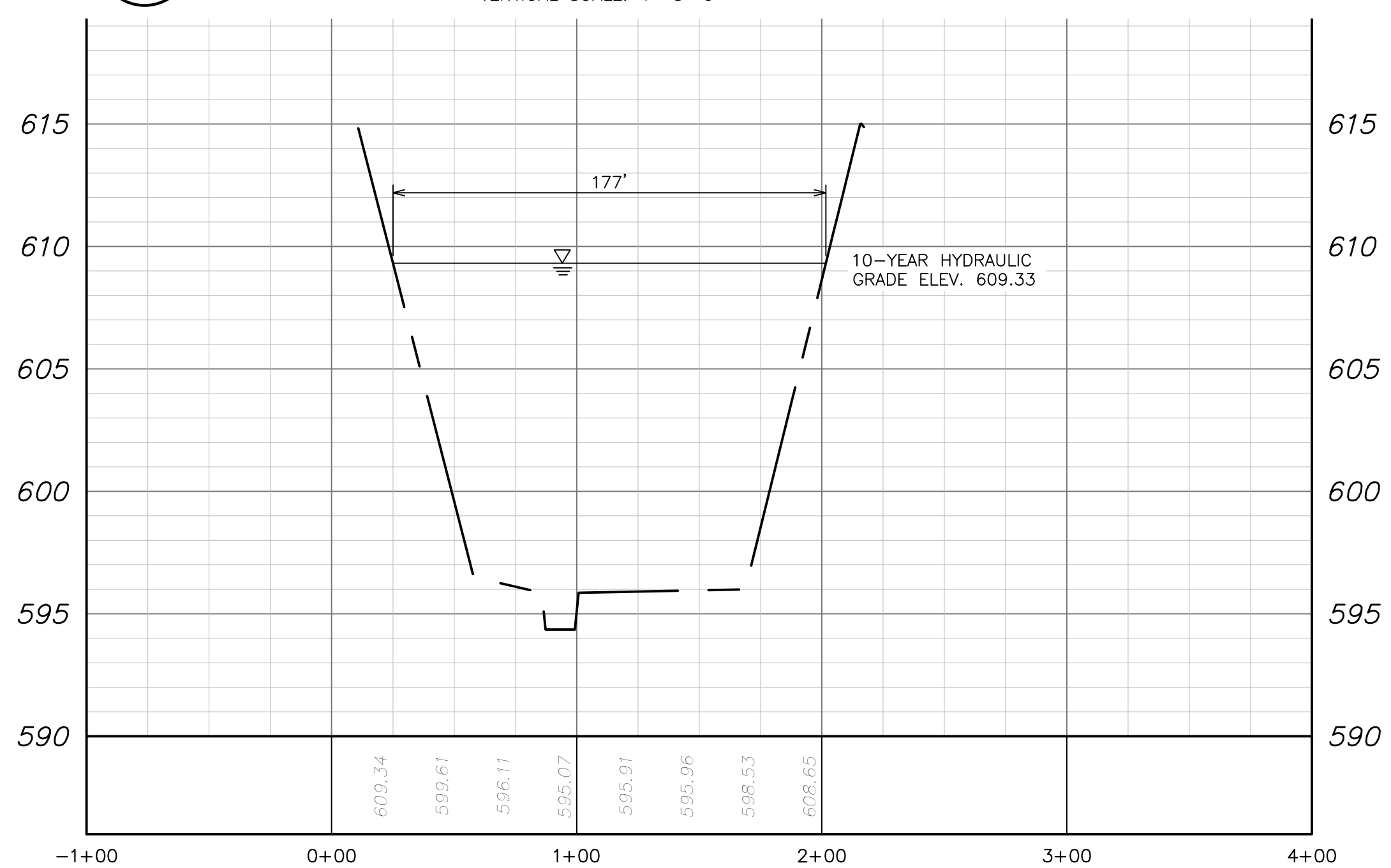
PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE



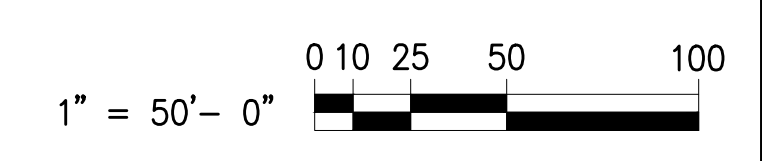
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HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



11 PROPOSED DRAIN SECTION (110+97)  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



12 PROPOSED DRAIN SECTION (112+00)  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
"Creating places you want to be"  
General Motors Company  
30400 Mound Road, Warren, MI 48090

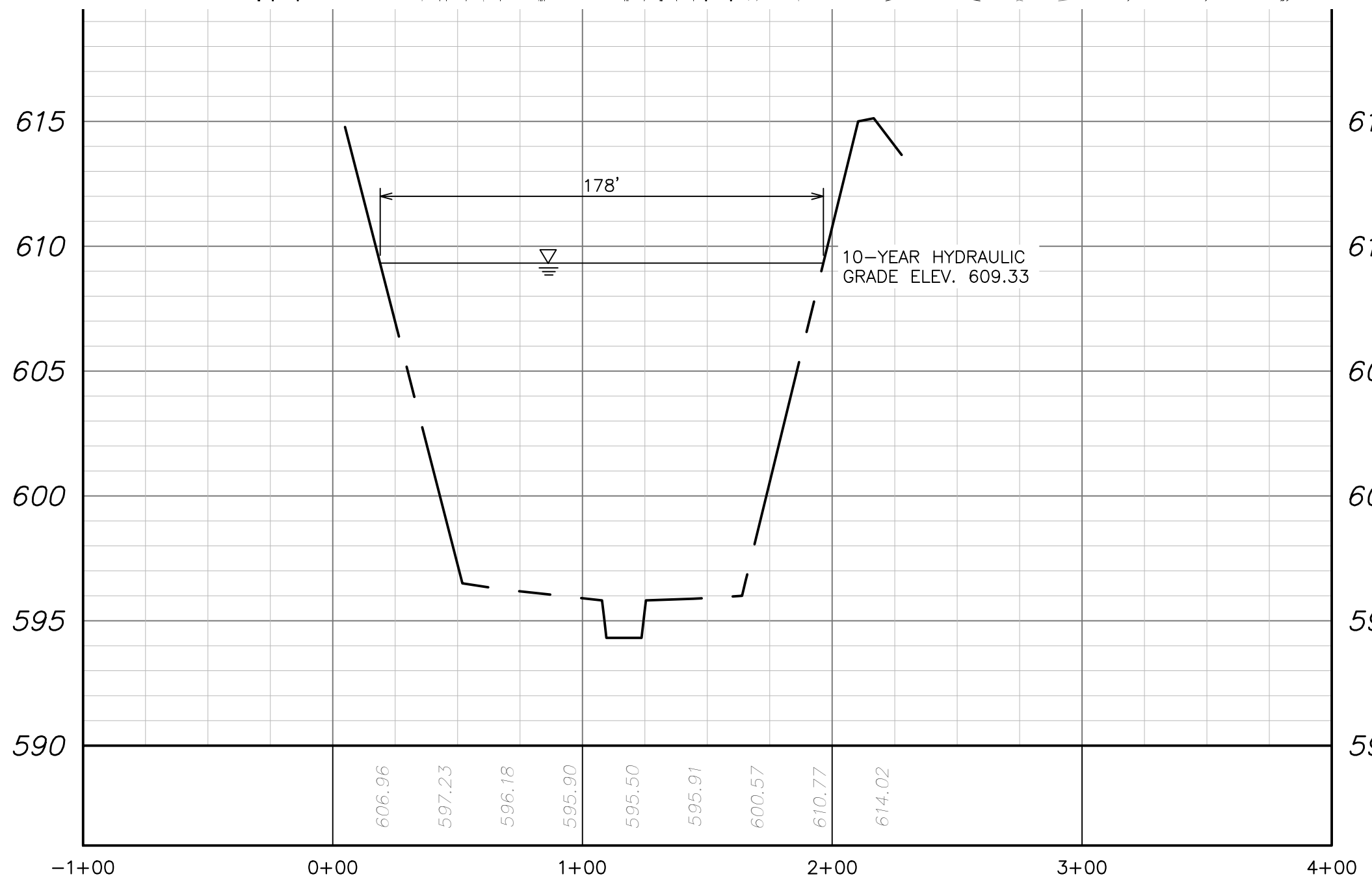
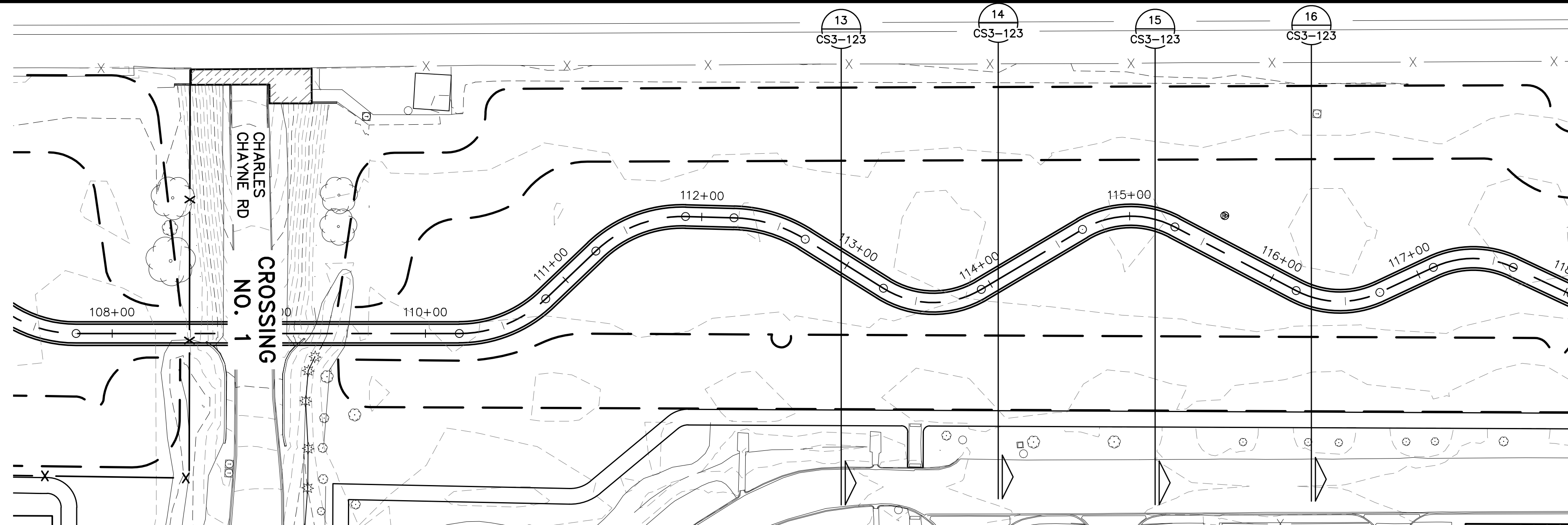
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

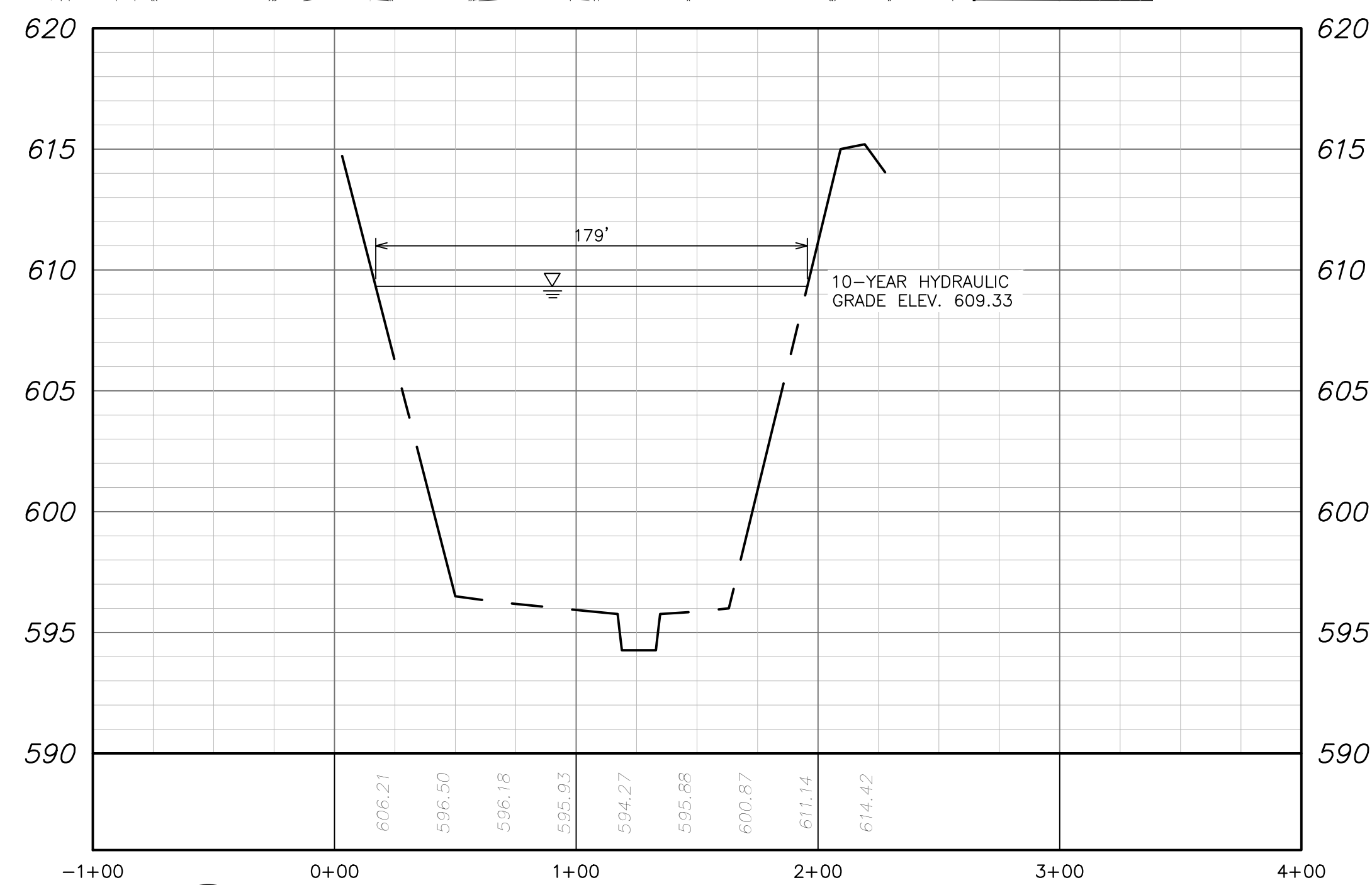
GM PE/PM G. COMBS	GM JOB NO. 1900000
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DRAWN BY CDM	SHEET NUMBER
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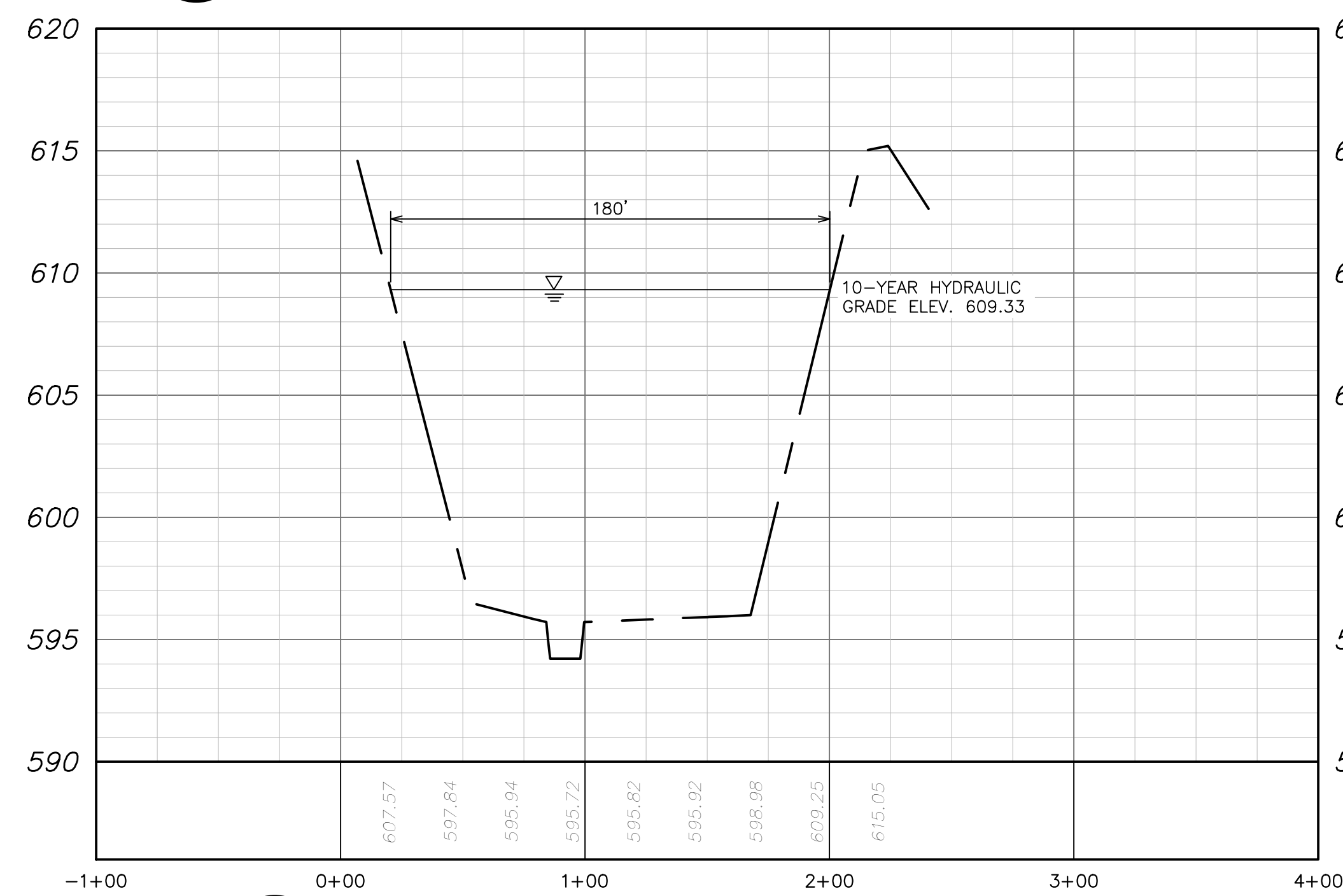
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DATE FEBRUARY 2022	



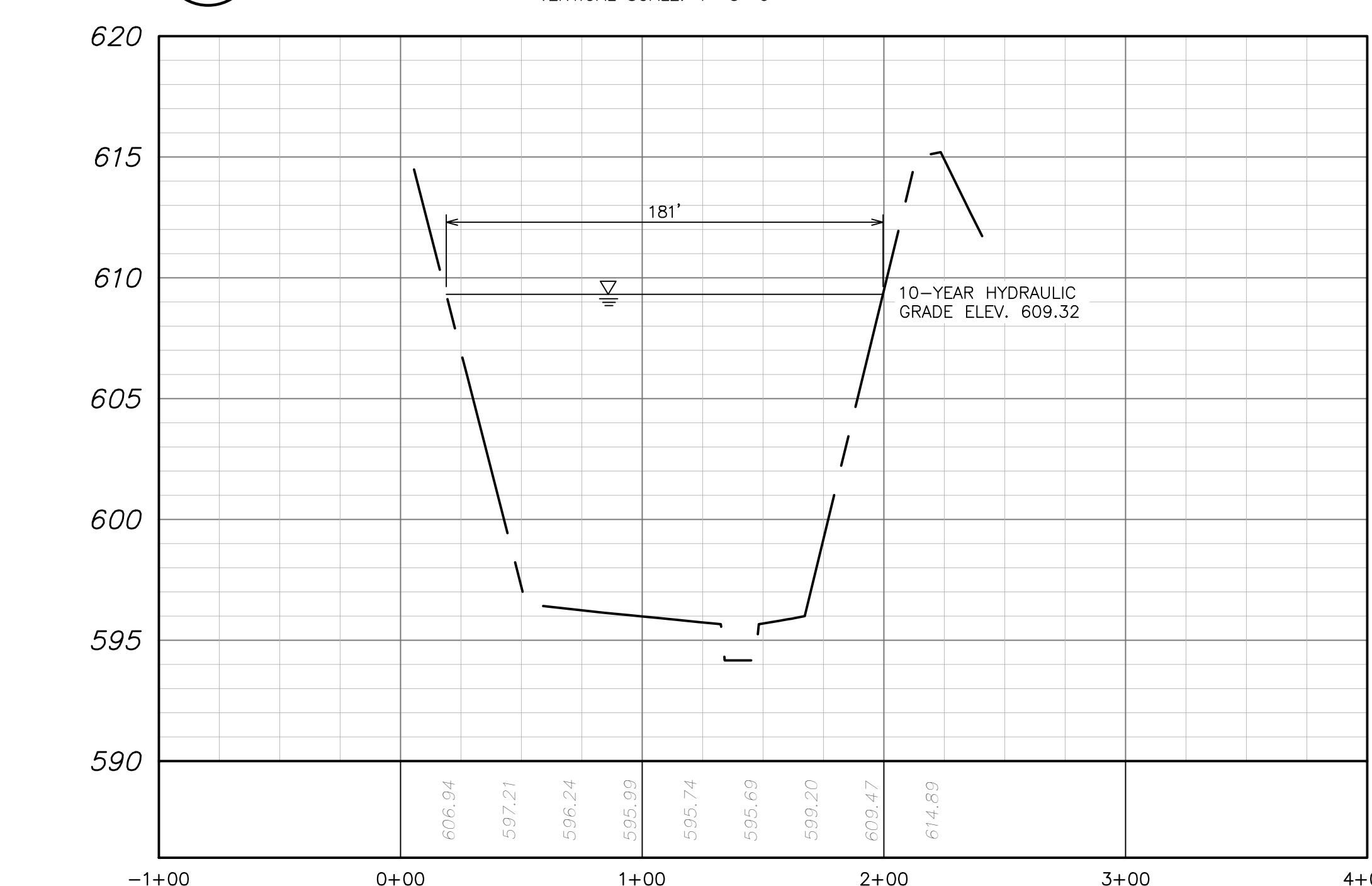
**13** PROPOSED DRAIN SECTION (112+96)  
 CS3-123 HORIZONTAL SCALE: 1"=50'-0"  
 VERTICAL SCALE: 1"=5'-0"



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 CS3-123 HORIZONTAL SCALE: 1"=50'-0"  
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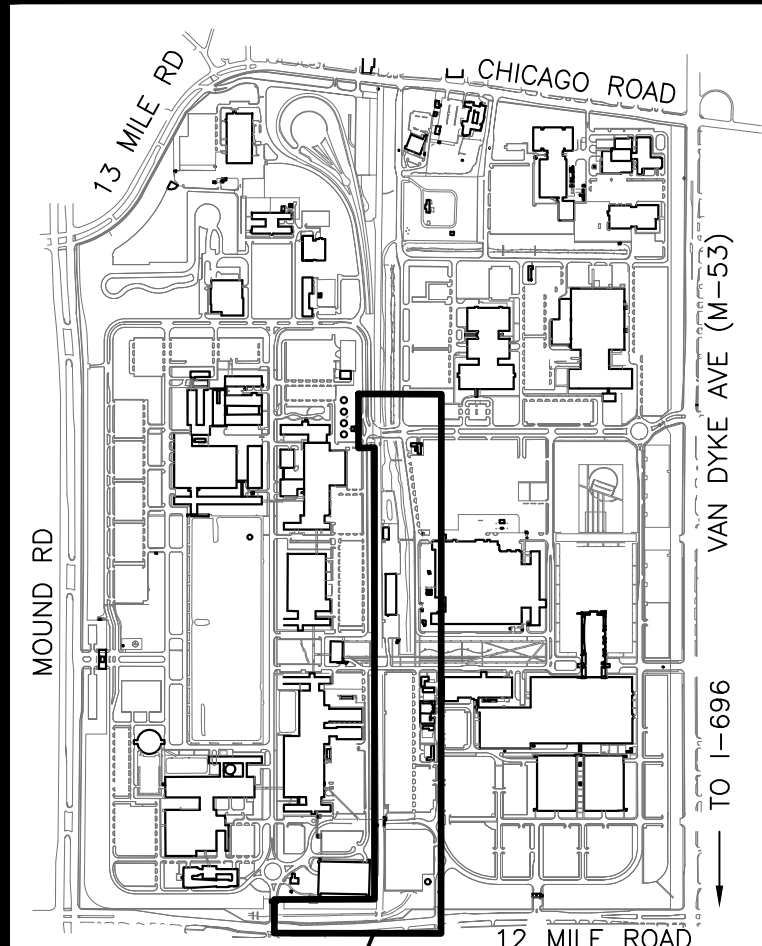
**15** PROPOSED DRAIN SECTION (115+16)  
 CS3-123 HORIZONTAL SCALE: 1"=50'-0"  
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**16** PROPOSED DRAIN SECTION (116+27)  
 CS3-123 HORIZONTAL SCALE: 1"=50'-0"  
 VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS			

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

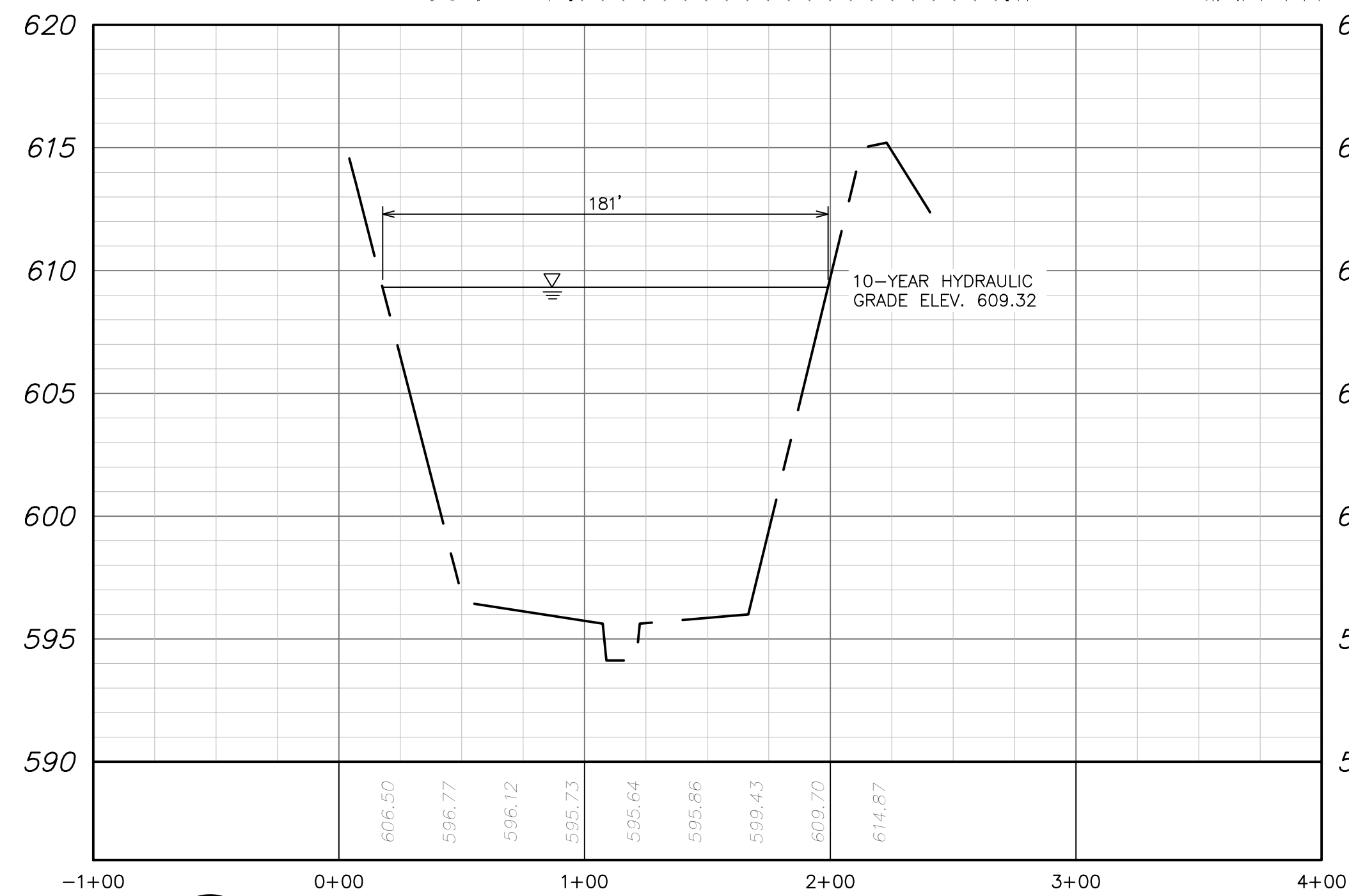
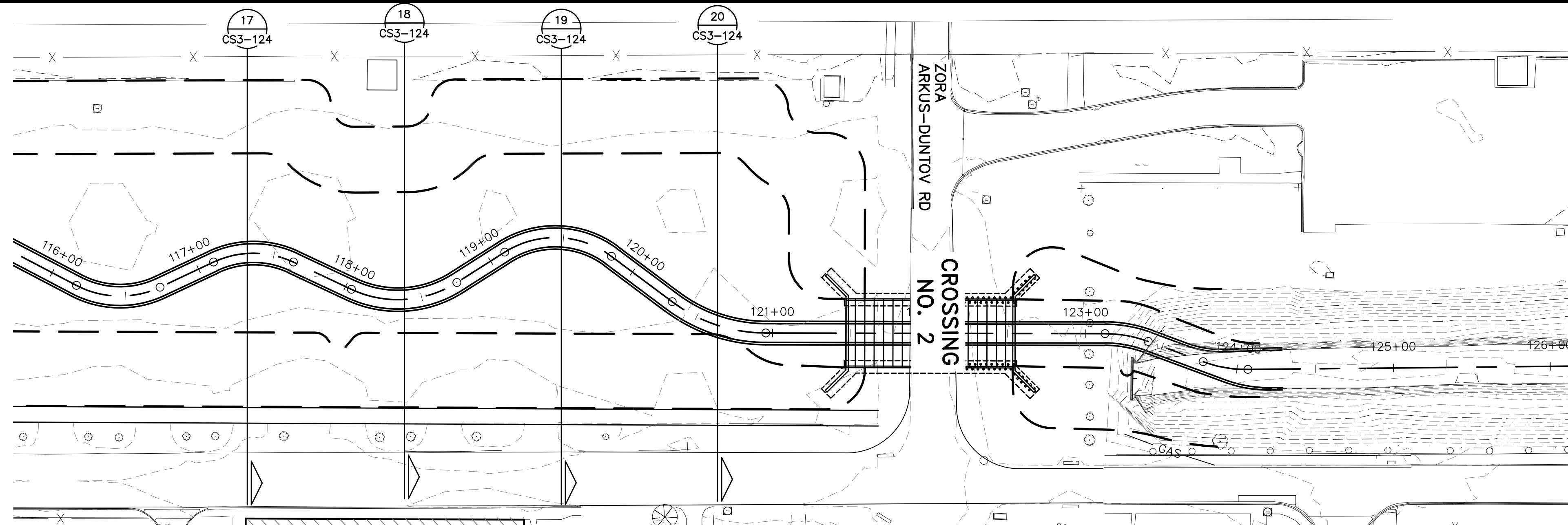
**HRC**  
 HUBBELL, ROTH & CLARK, INC.  
 CONSULTING ENGINEERS SINCE 1915  
 555 HULEY DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303-0824

**Sustainable Workplaces**  
 "Creating places you want to be"  
**General Motors Company**  
 30400 Mound Road, Warren, MI 48090

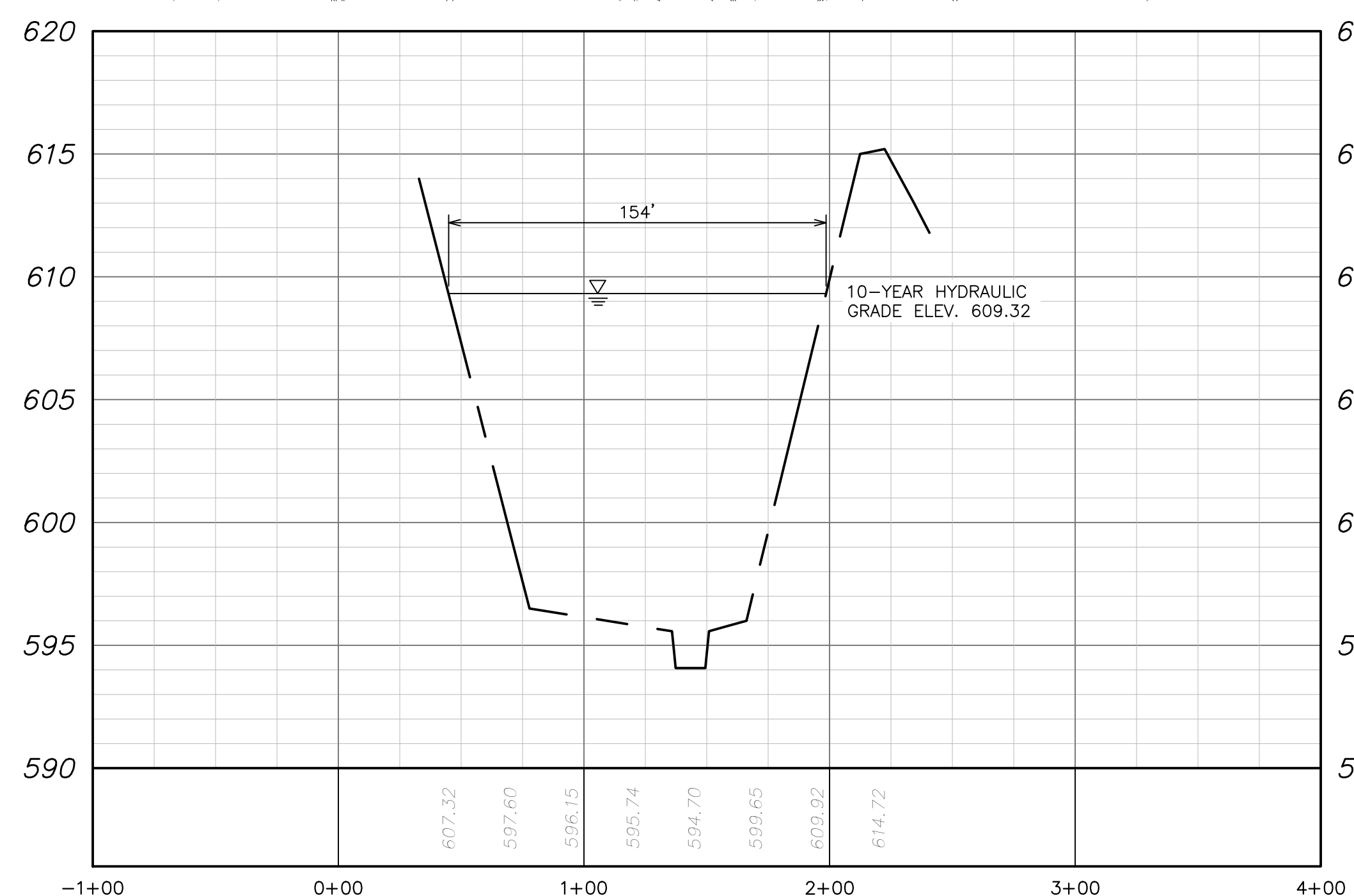
GLOBAL TECHNICAL CENTER  
 Site ID: 1563  
 BEAR CREEK DRAIN  
 Structure ID: 00000  
 Level: 00  
**THE BEAR CREEK DRAIN DAYLIGHTING AND GREEN INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

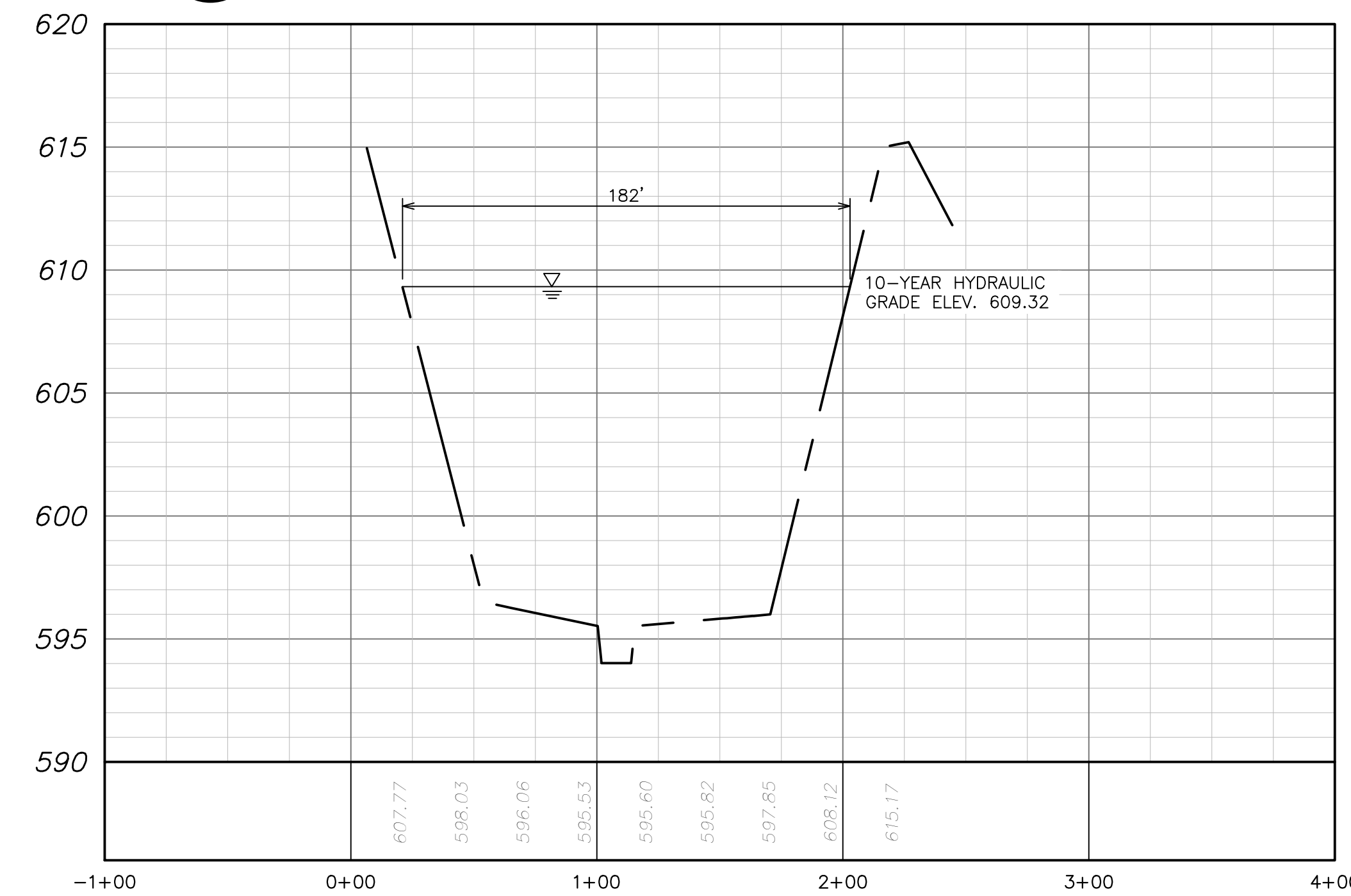
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER <b>CS3-123</b>
SCALE AS NOTED	
DATE FEBRUARY 2022	



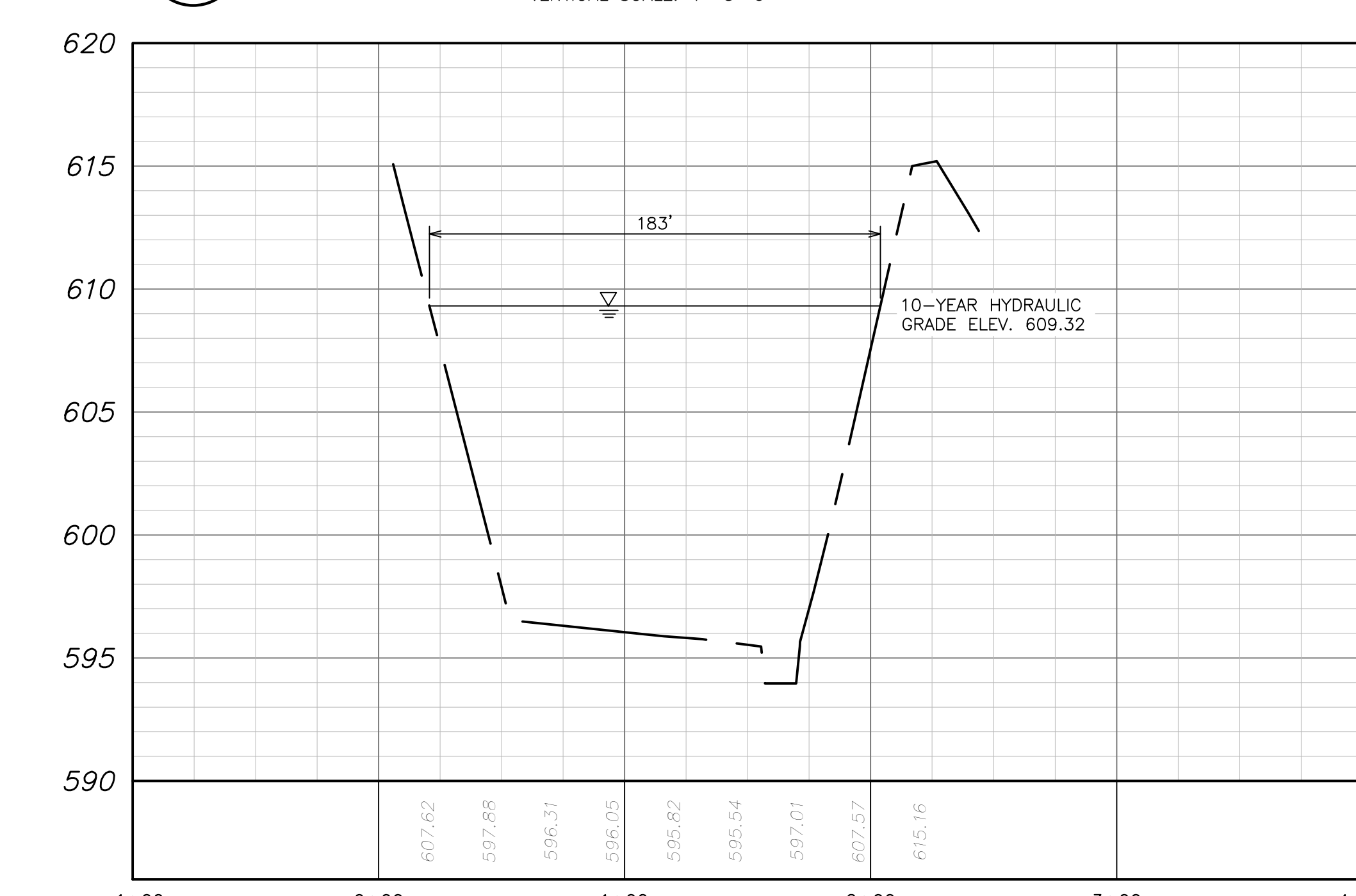
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CS3-124  
**PROPOSED DRAIN SECTION (117+33)**  
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VERTICAL SCALE: 1"=5'-0"



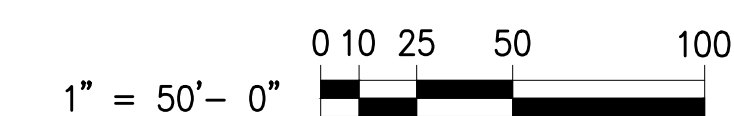
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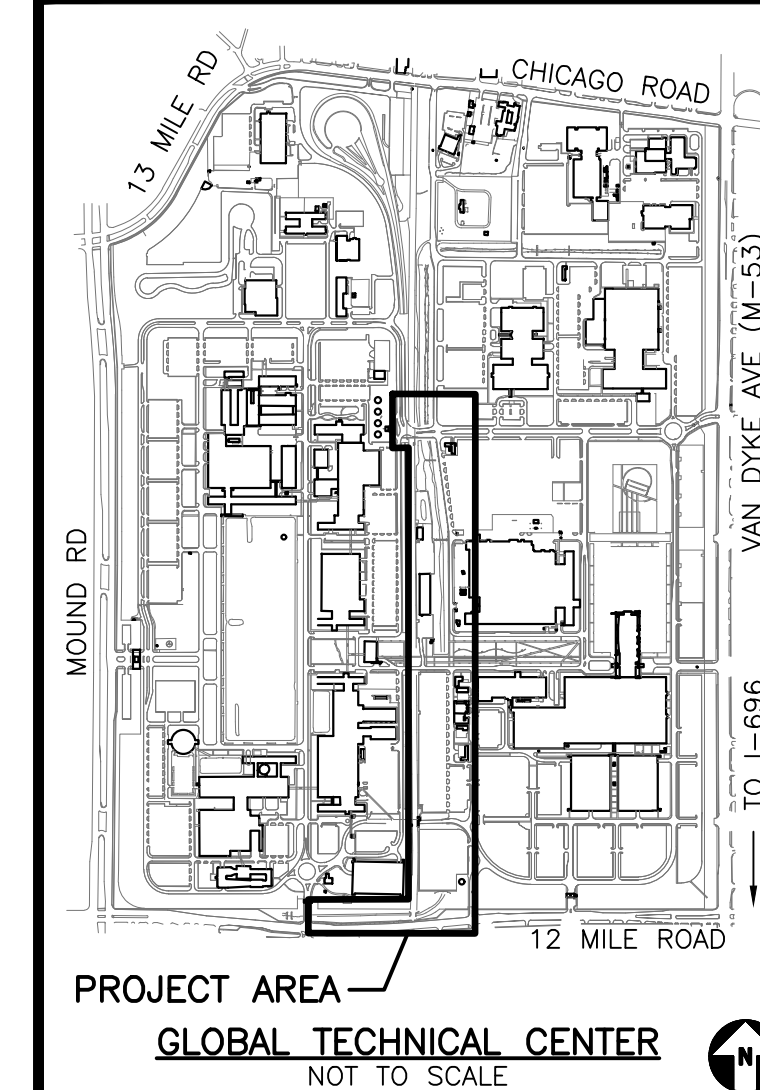
**19**  
CS3-124  
**PROPOSED DRAIN SECTION (119+48)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**20**  
CS3-124  
**PROPOSED DRAIN SECTION (120+65)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

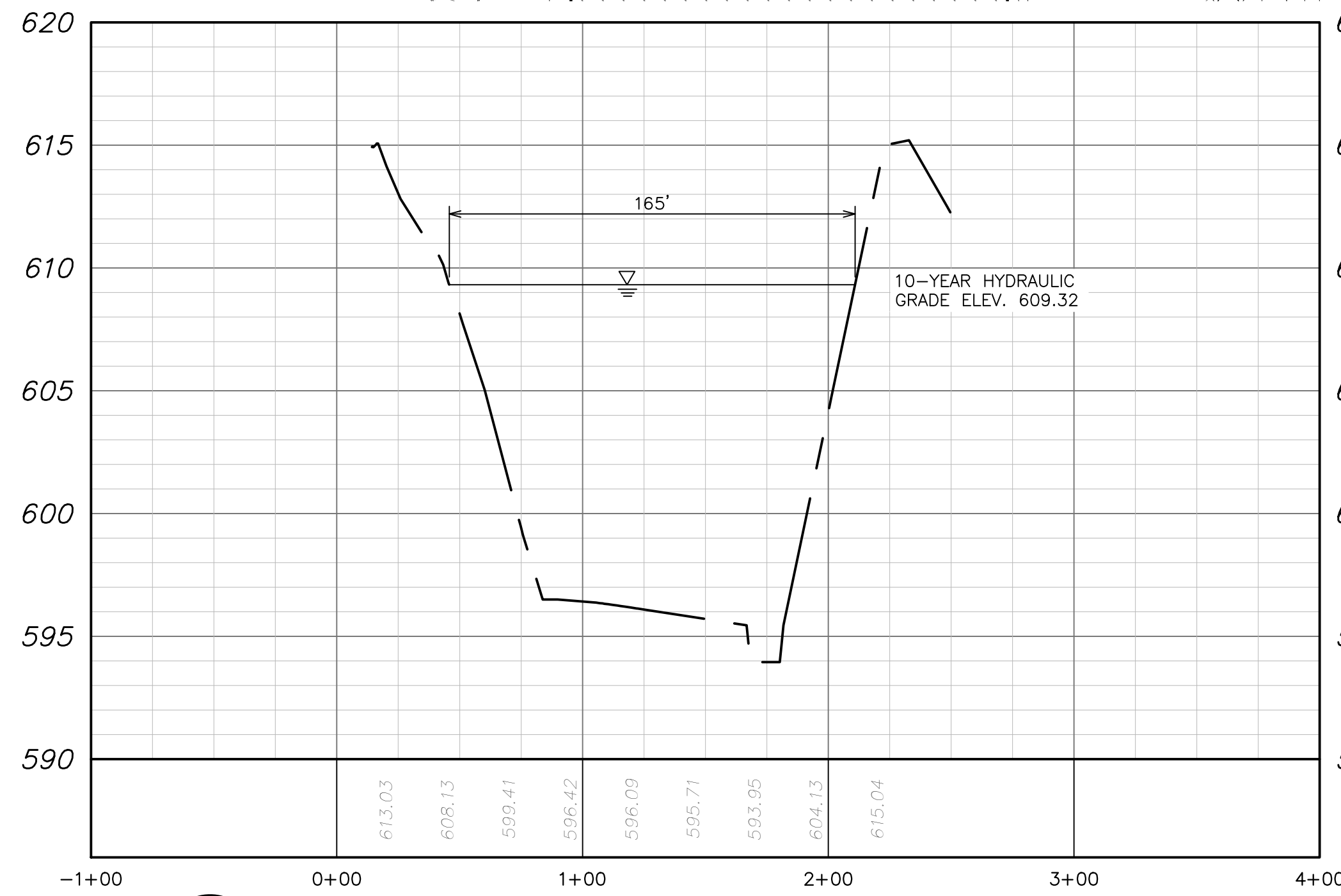
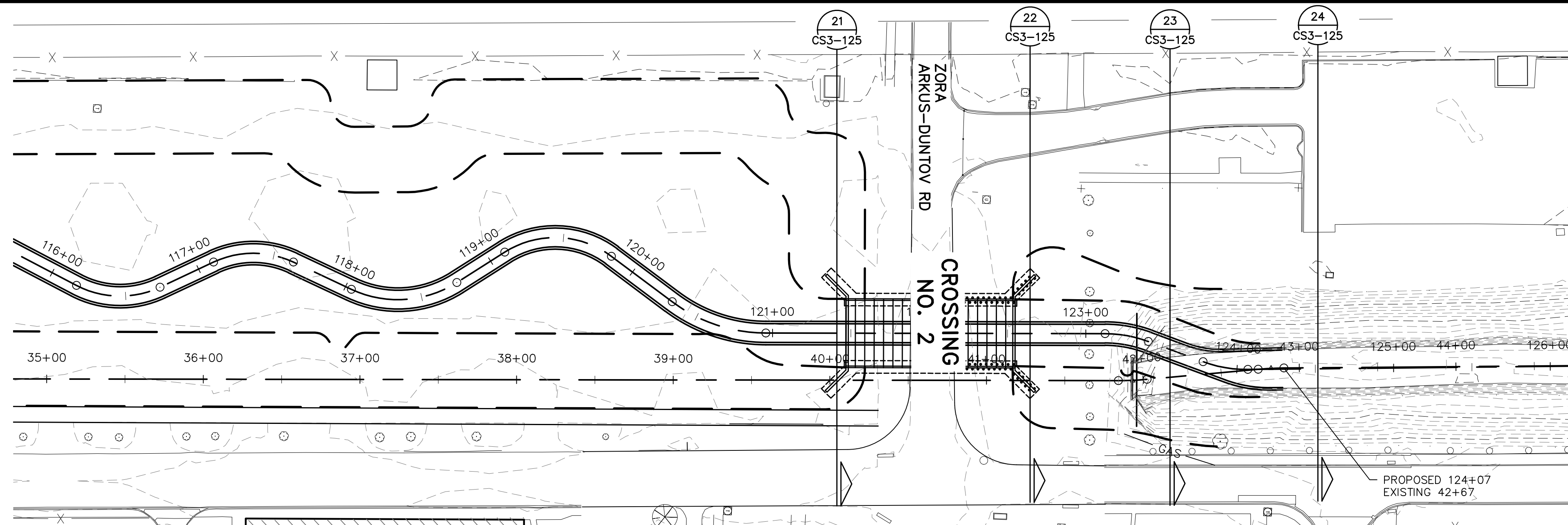
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

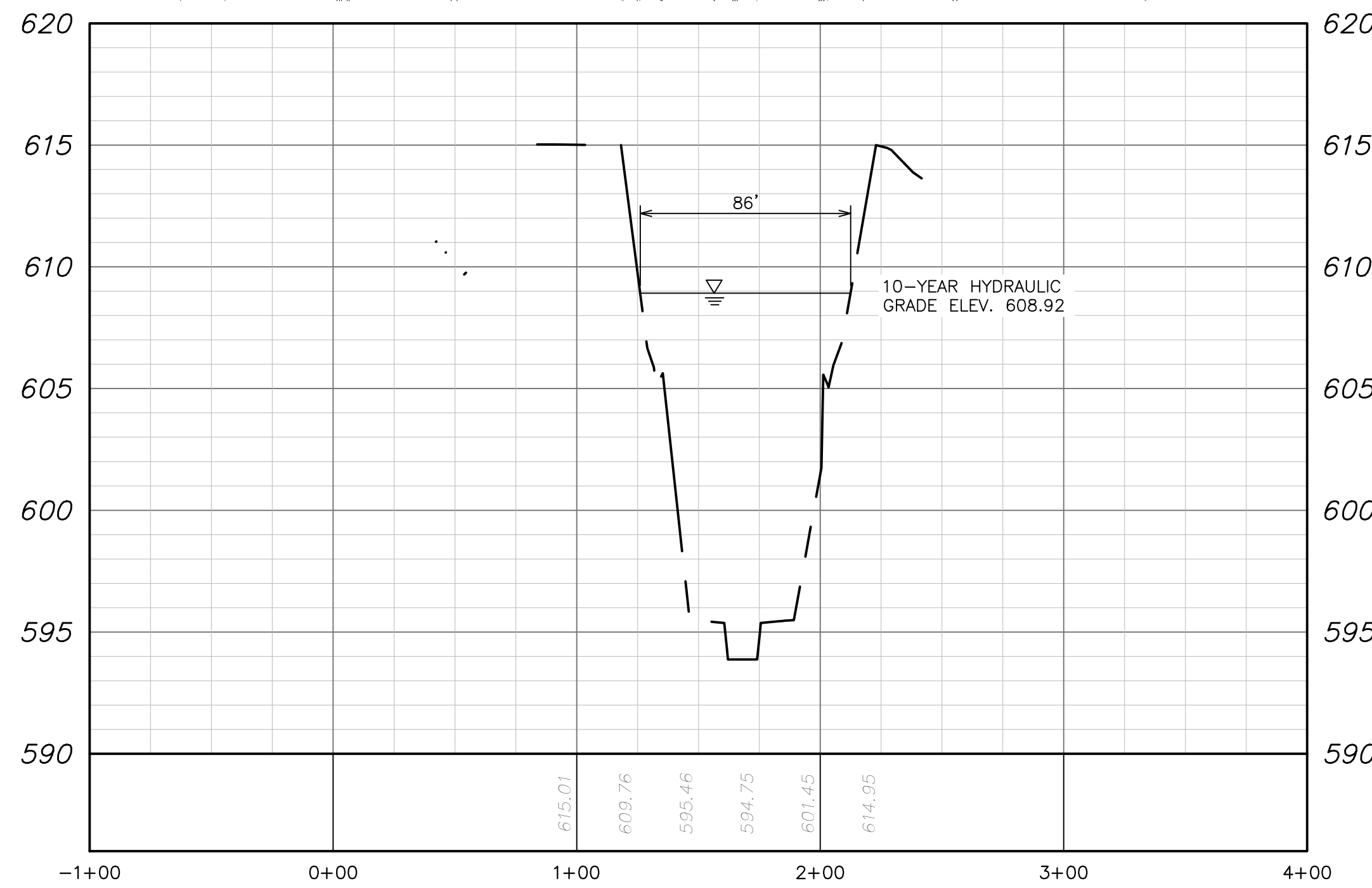
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

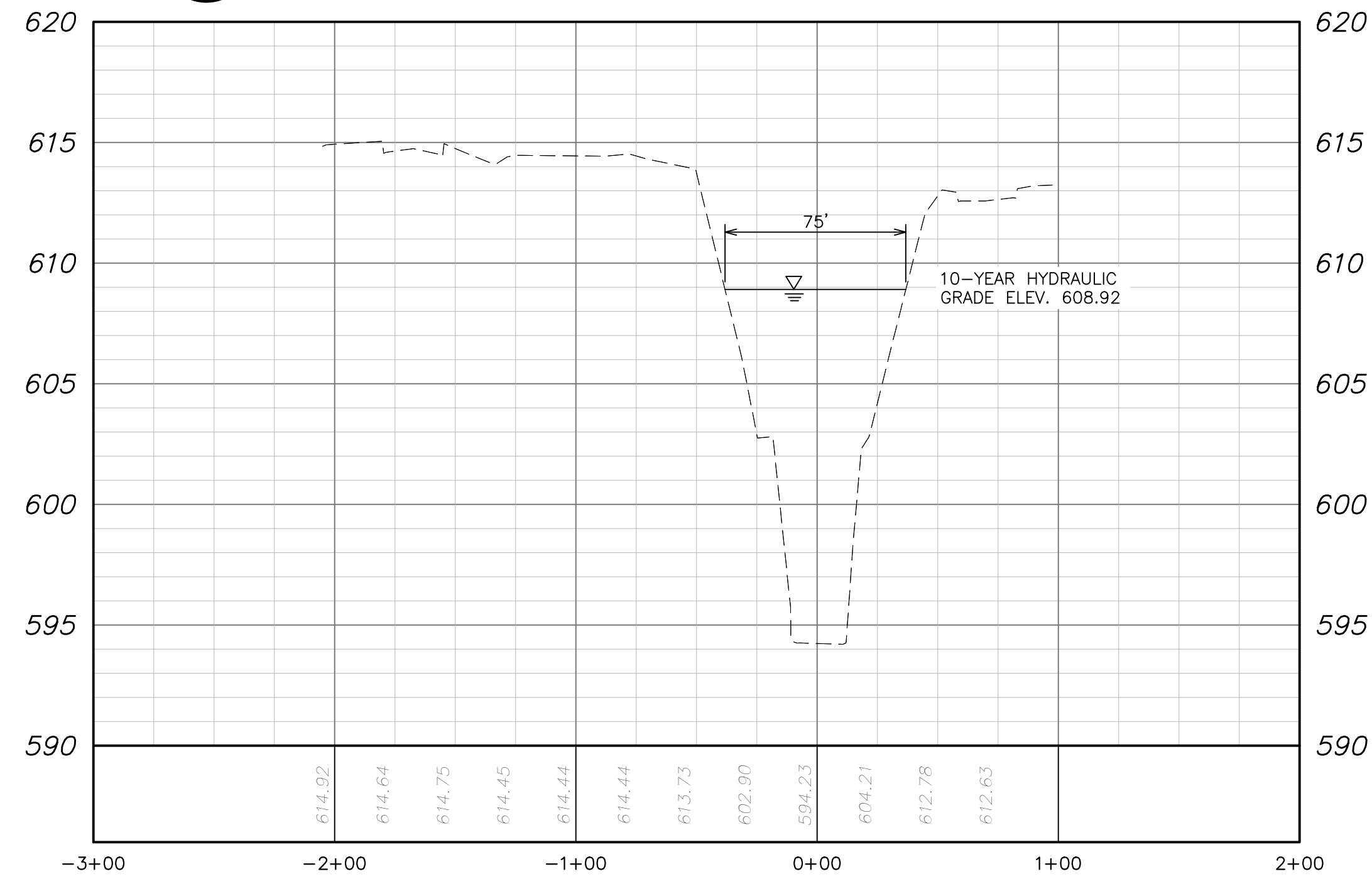
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-124</b>
DATE FEBRUARY 2022	



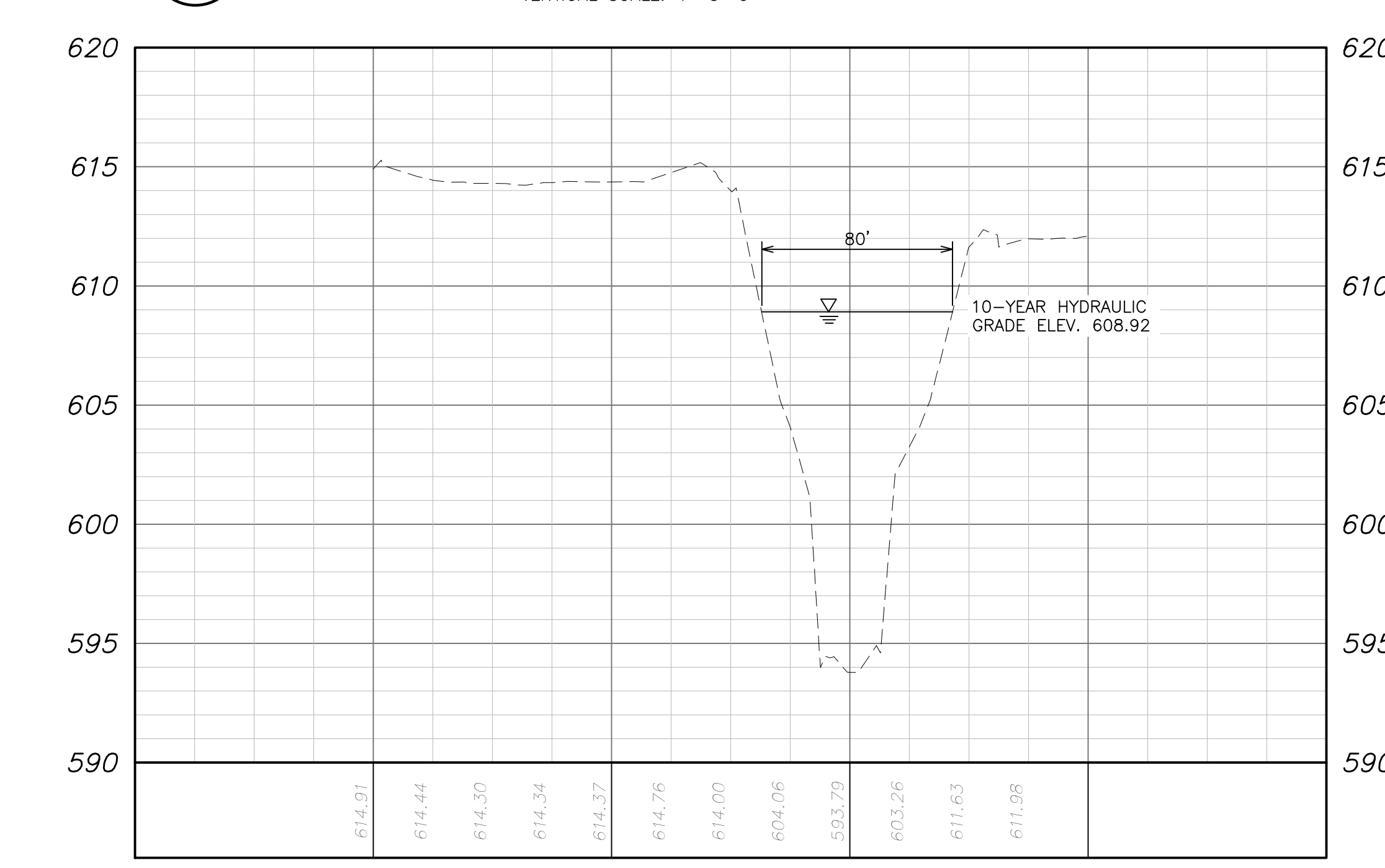
**21**  
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**PROPOSED DRAIN SECTION (121+03)**  
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VERTICAL SCALE: 1"=5'-0"



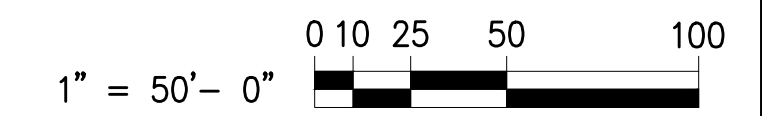
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CS3-125  
**PROPOSED DRAIN SECTION (122+63)**  
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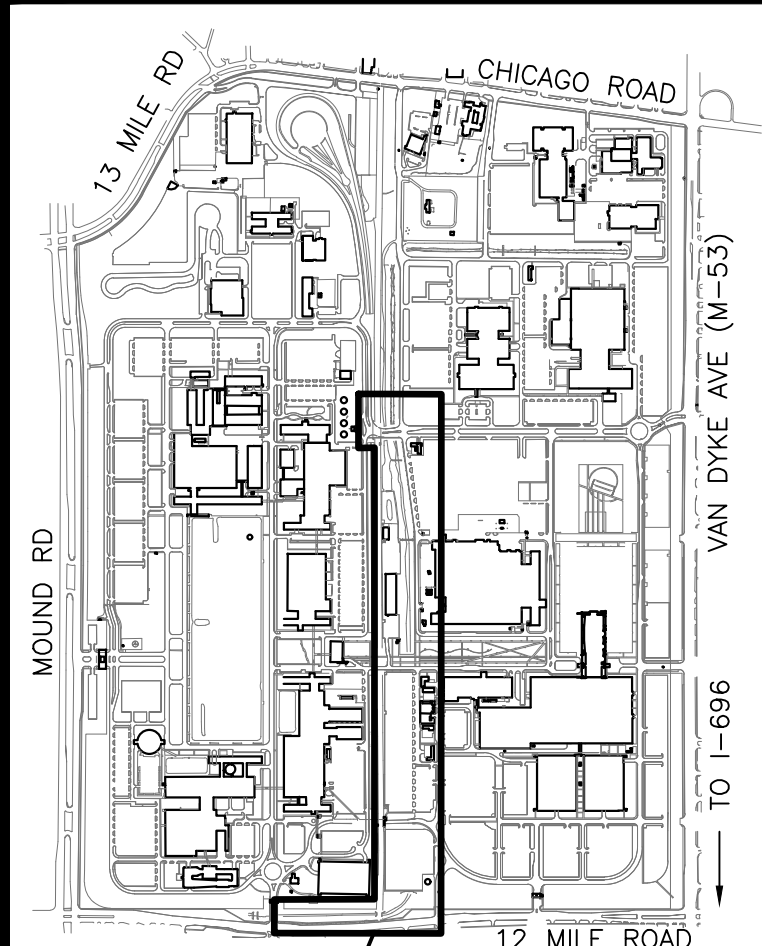
**23**  
CS3-125  
**EXISTING DRAIN SECTION (42+15)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**24**  
CS3-125  
**EXISTING DRAIN SECTION (43+13)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
**GLOBAL TECHNICAL CENTER**  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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30400 Mound Road, Warren, MI 48090

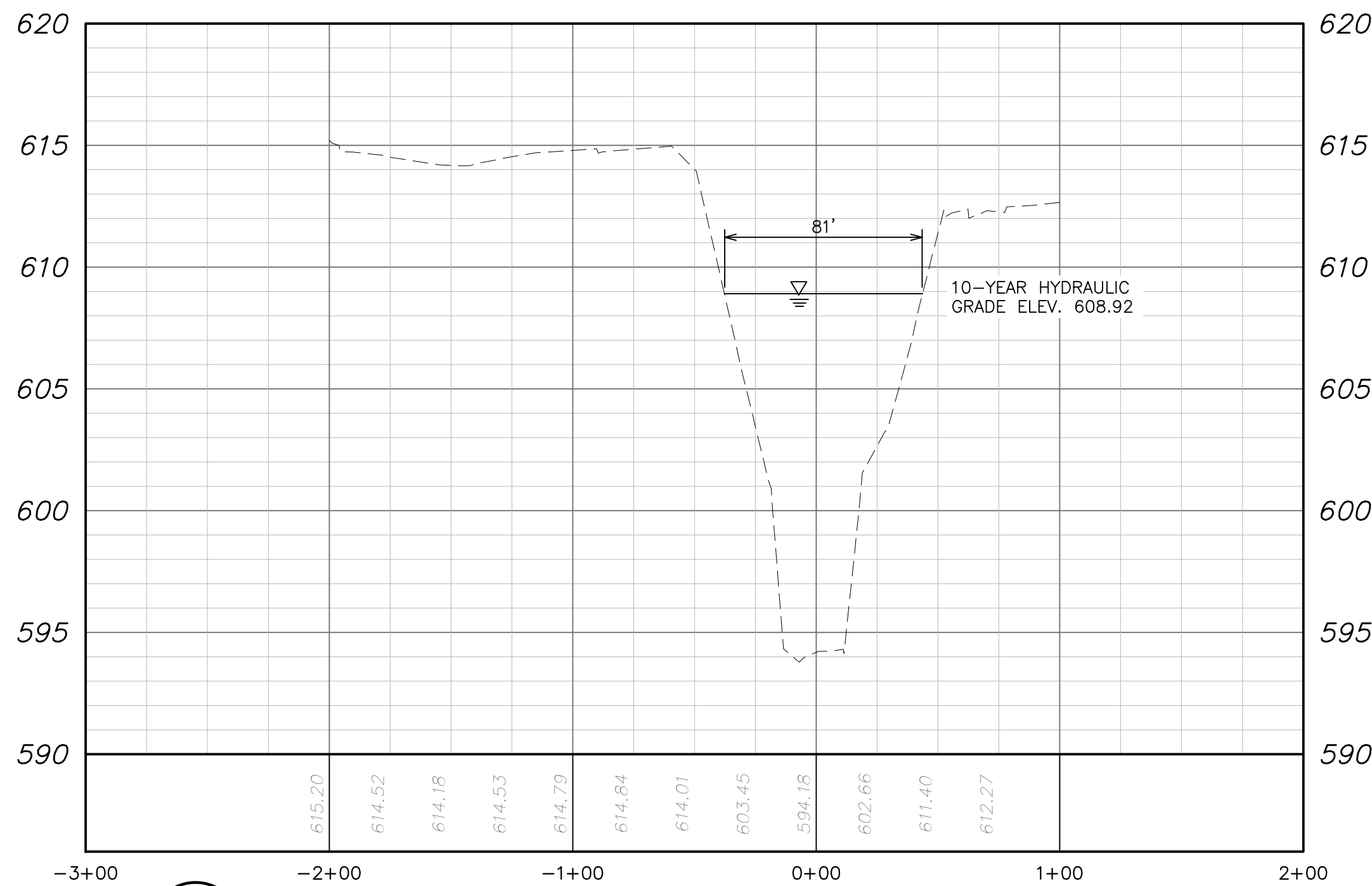
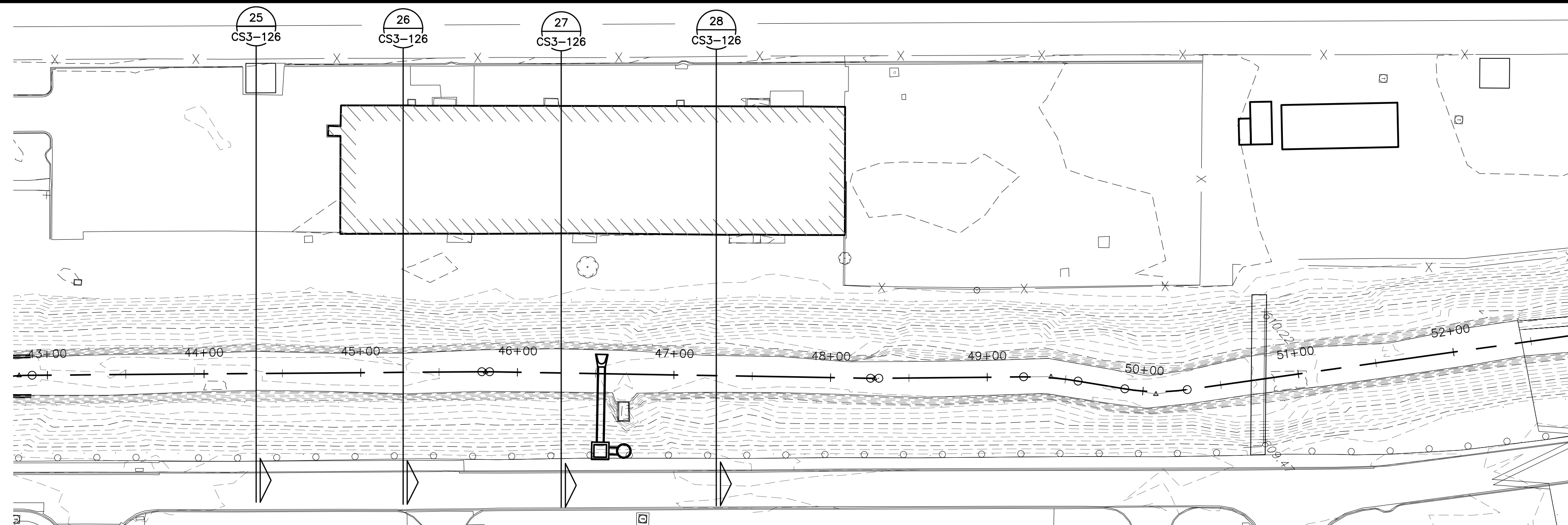
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

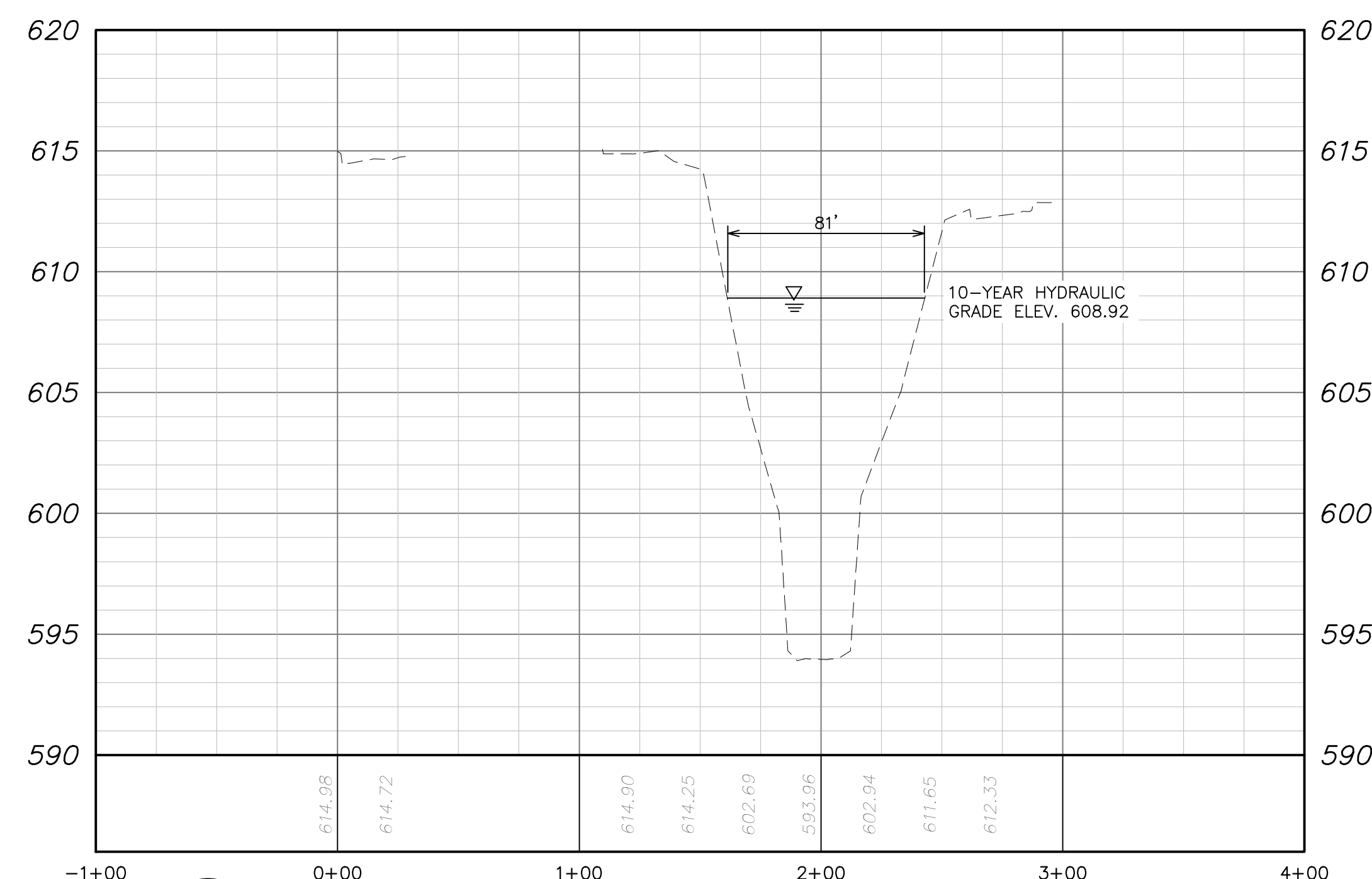
GM PE/PM G. COMBS	GM JOB NO. 1900000
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DRAWN BY CDM	SHEET NUMBER
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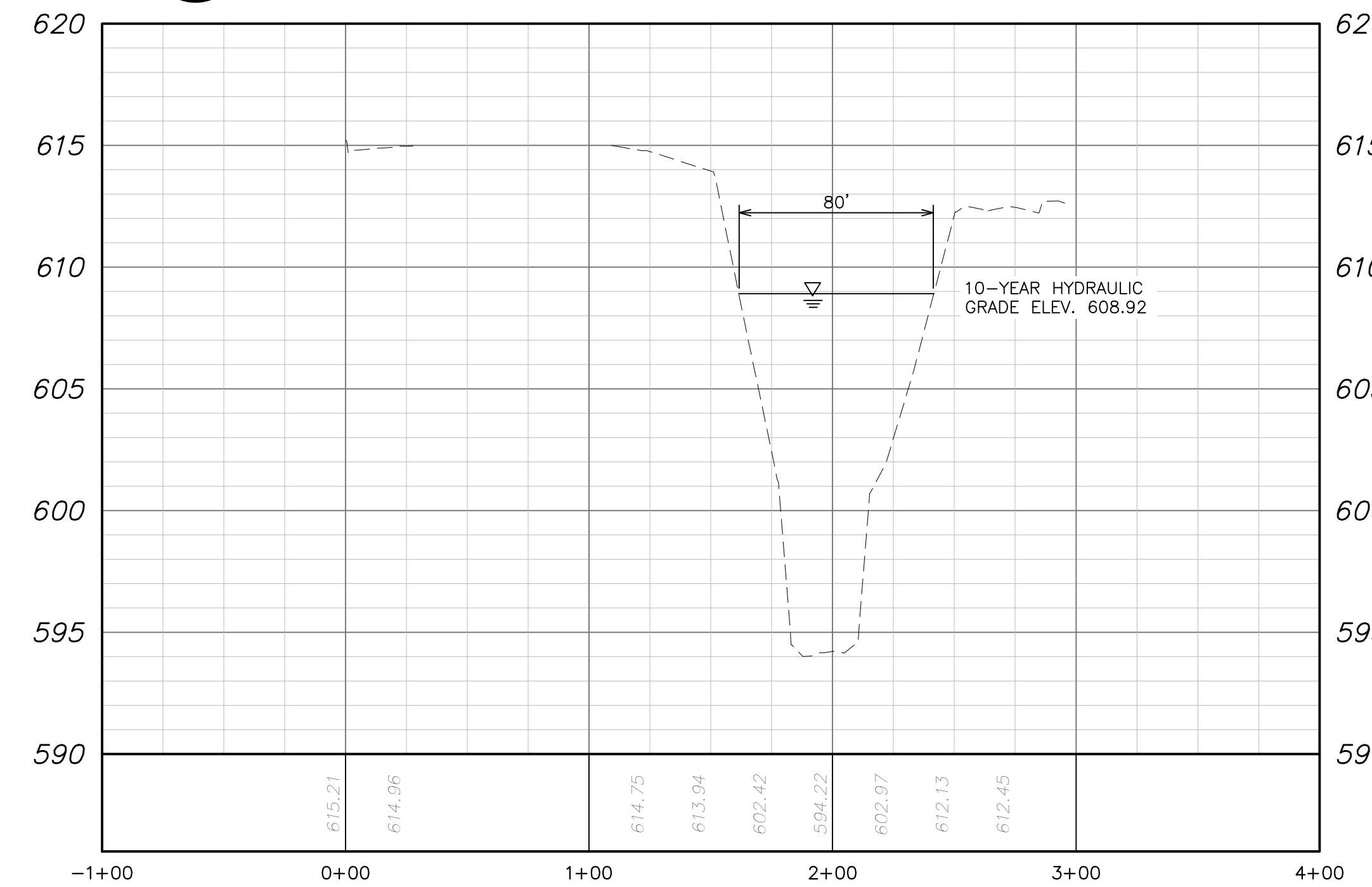
SCALE AS NOTED	<b>CS3-125</b>
DATE FEBRUARY 2022	



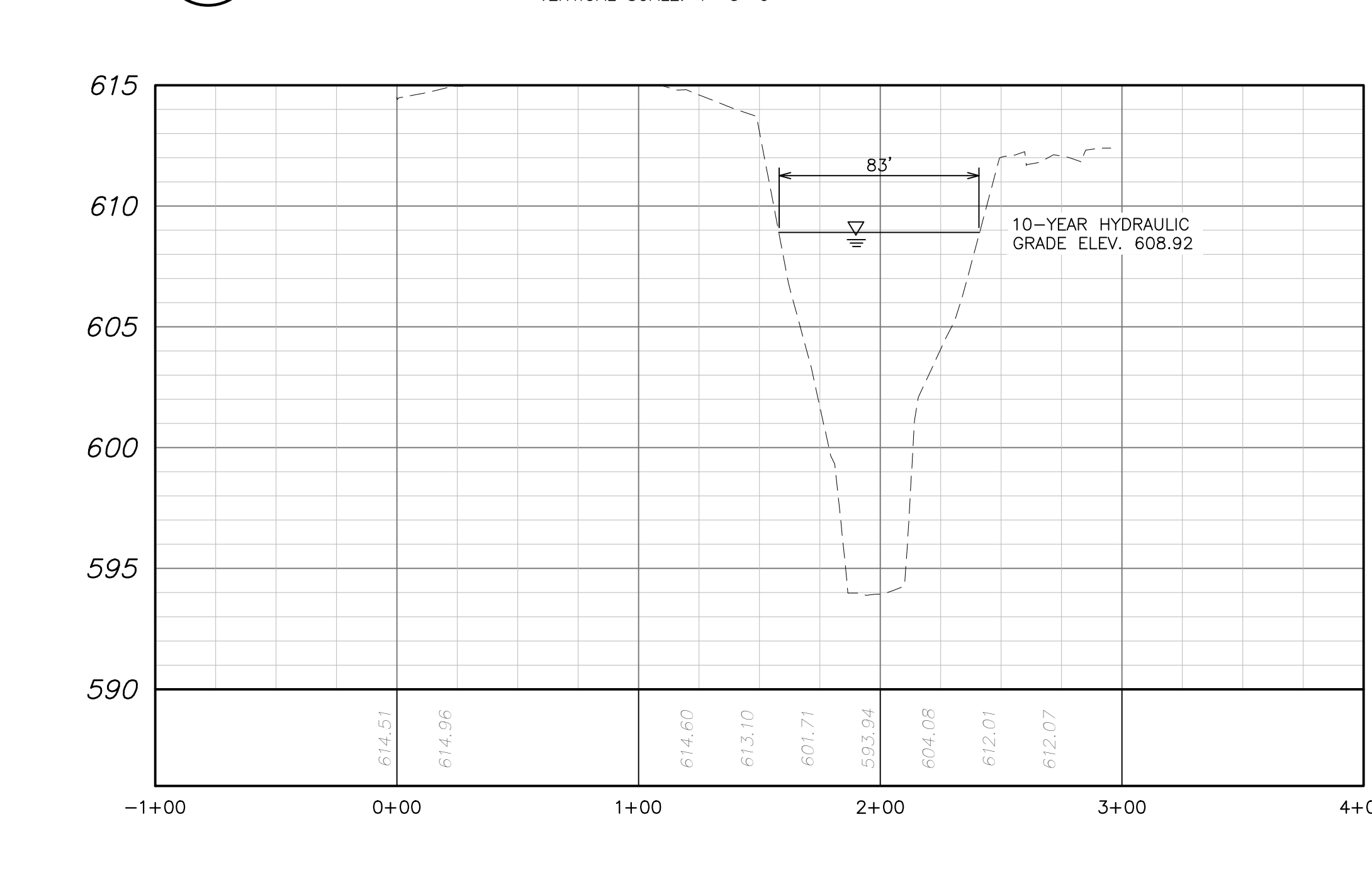
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**EXISTING DRAIN SECTION (44+29)**  
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VERTICAL SCALE: 1"=5'-0"



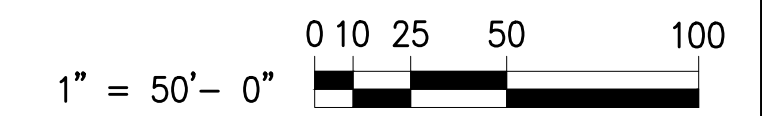
**26**  
CS3-126  
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VERTICAL SCALE: 1"=5'-0"



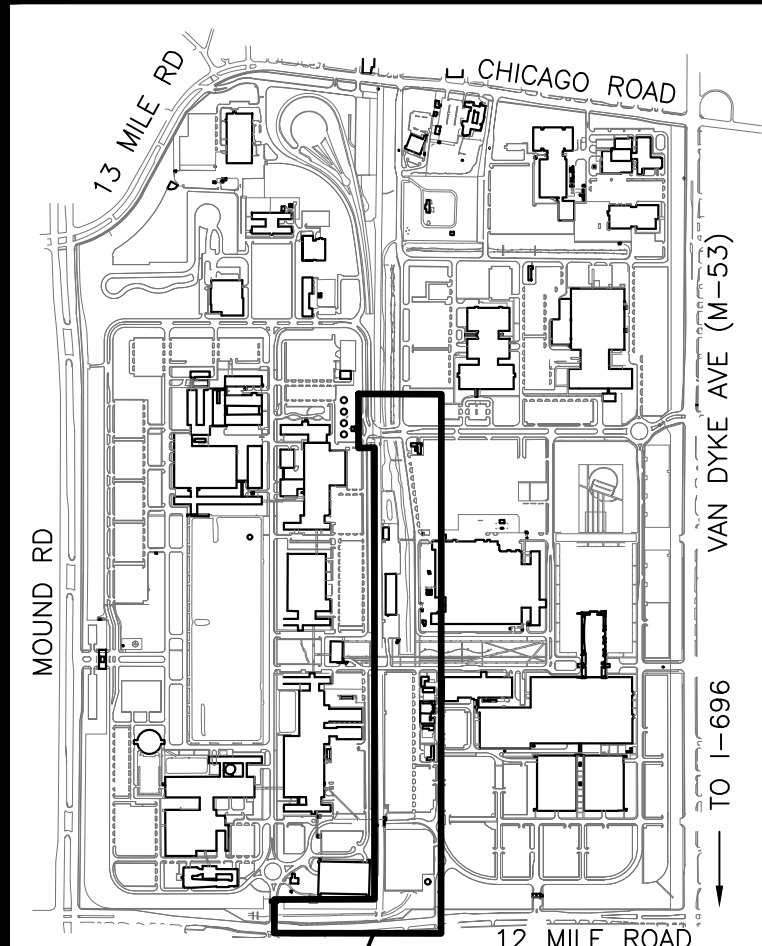
**27**  
CS3-126  
**EXISTING DRAIN SECTION (46+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**28**  
CS3-126  
**EXISTING DRAIN SECTION (47+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

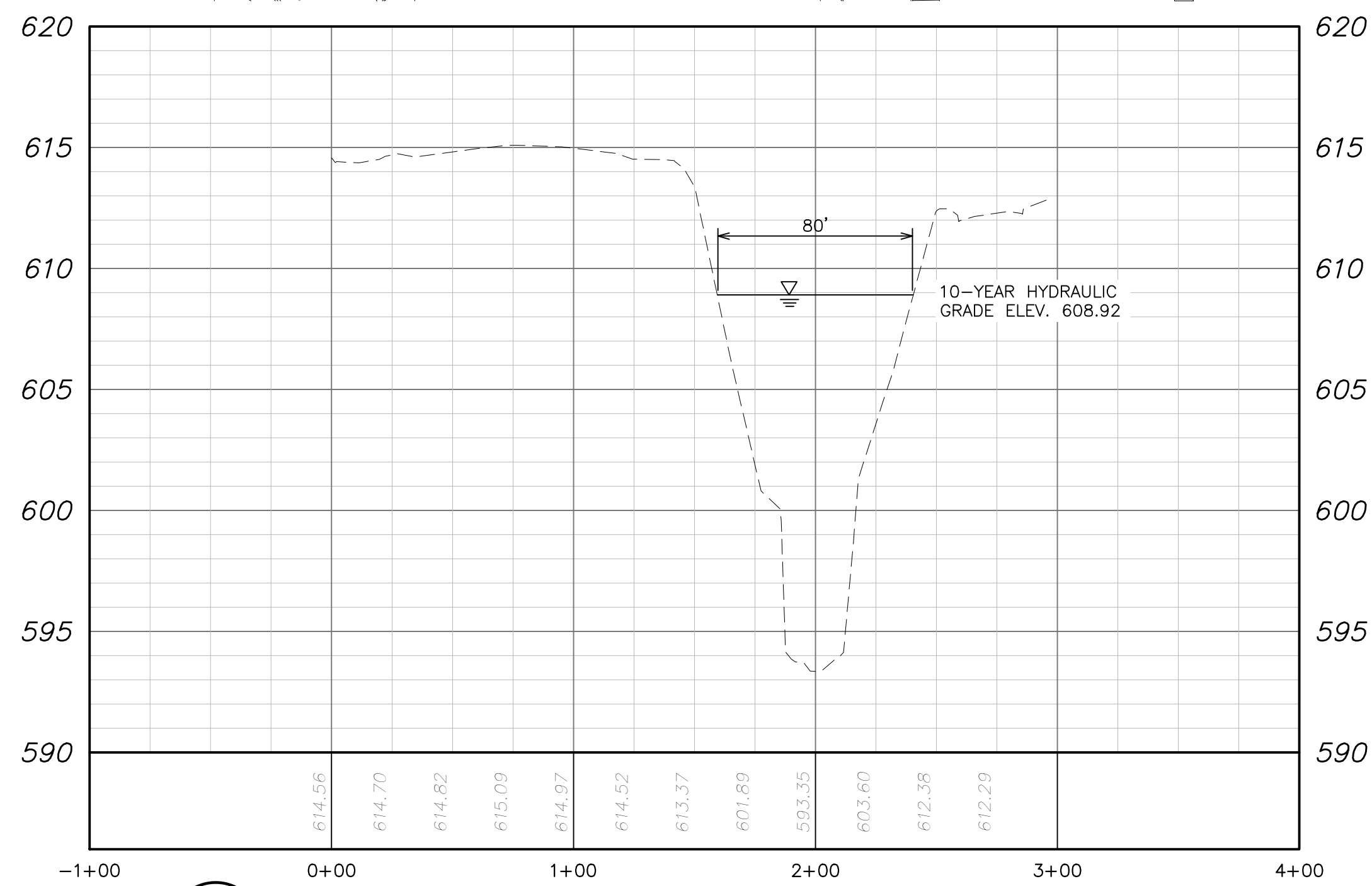
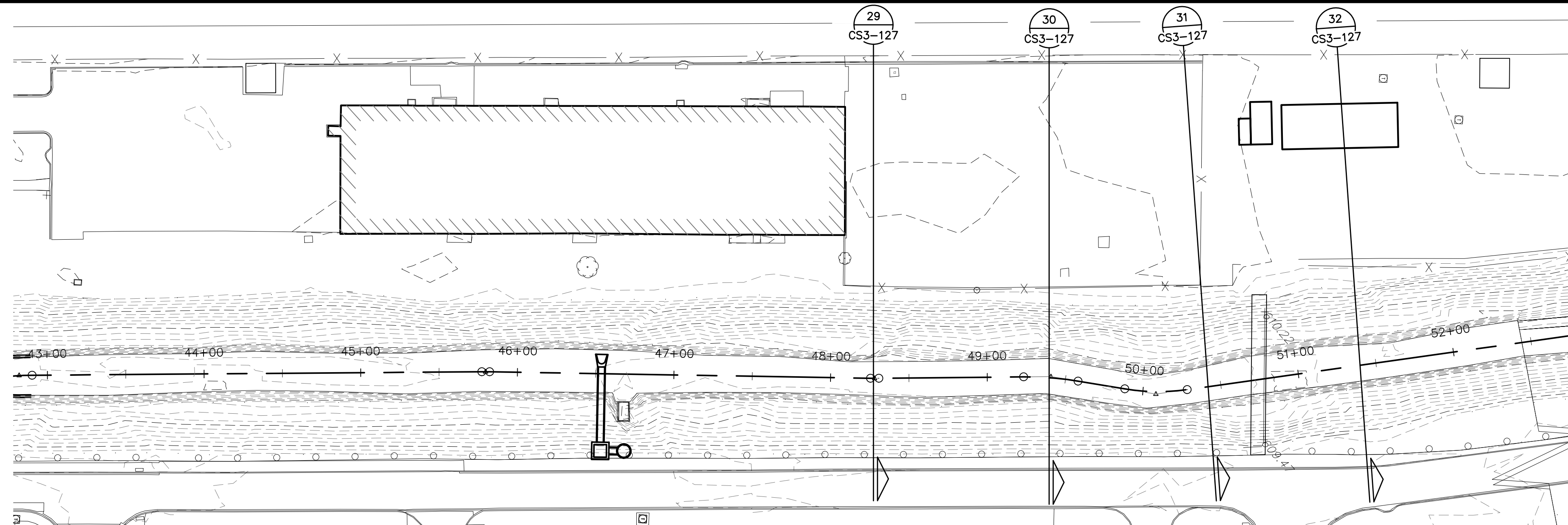
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

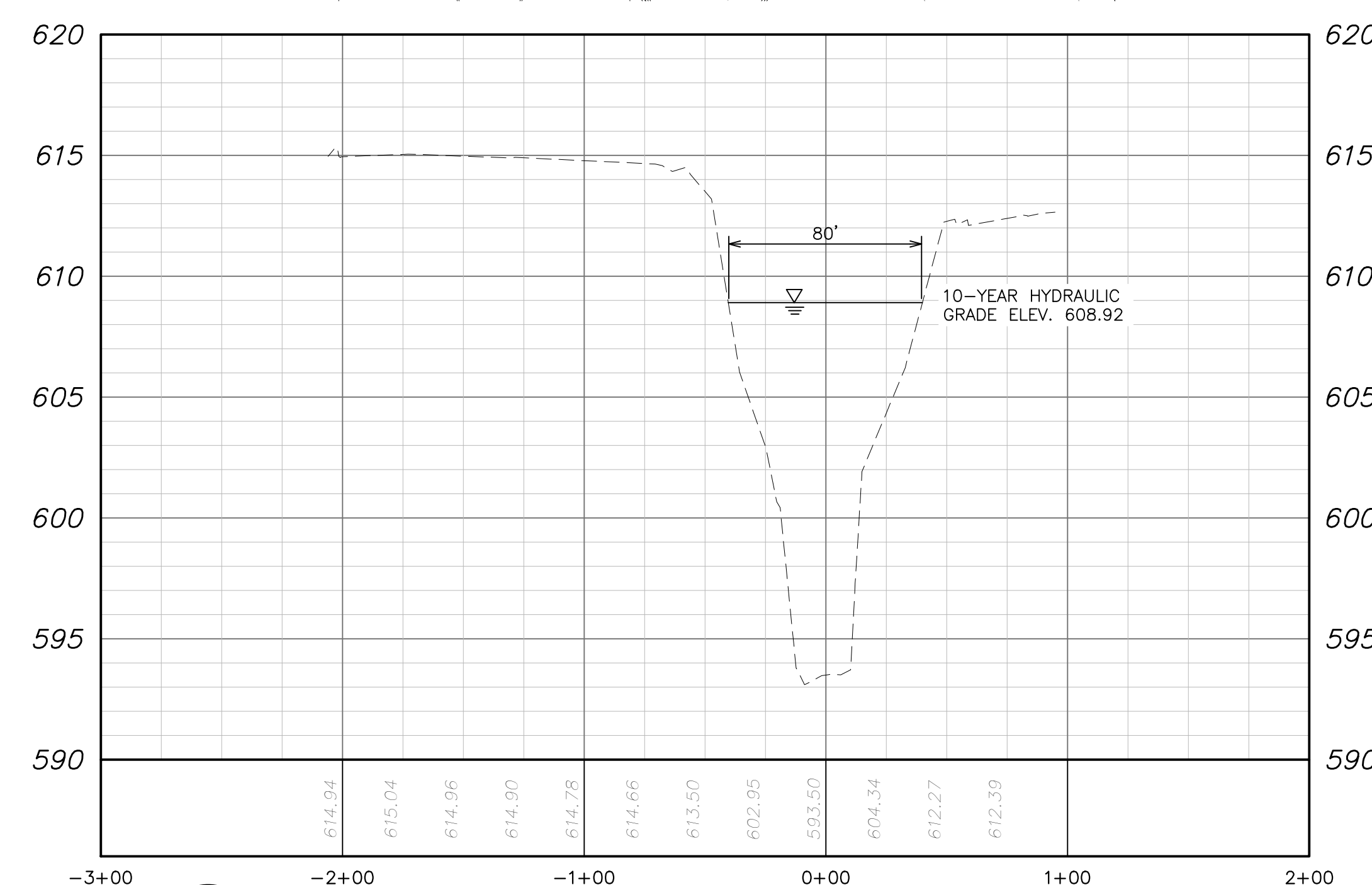
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

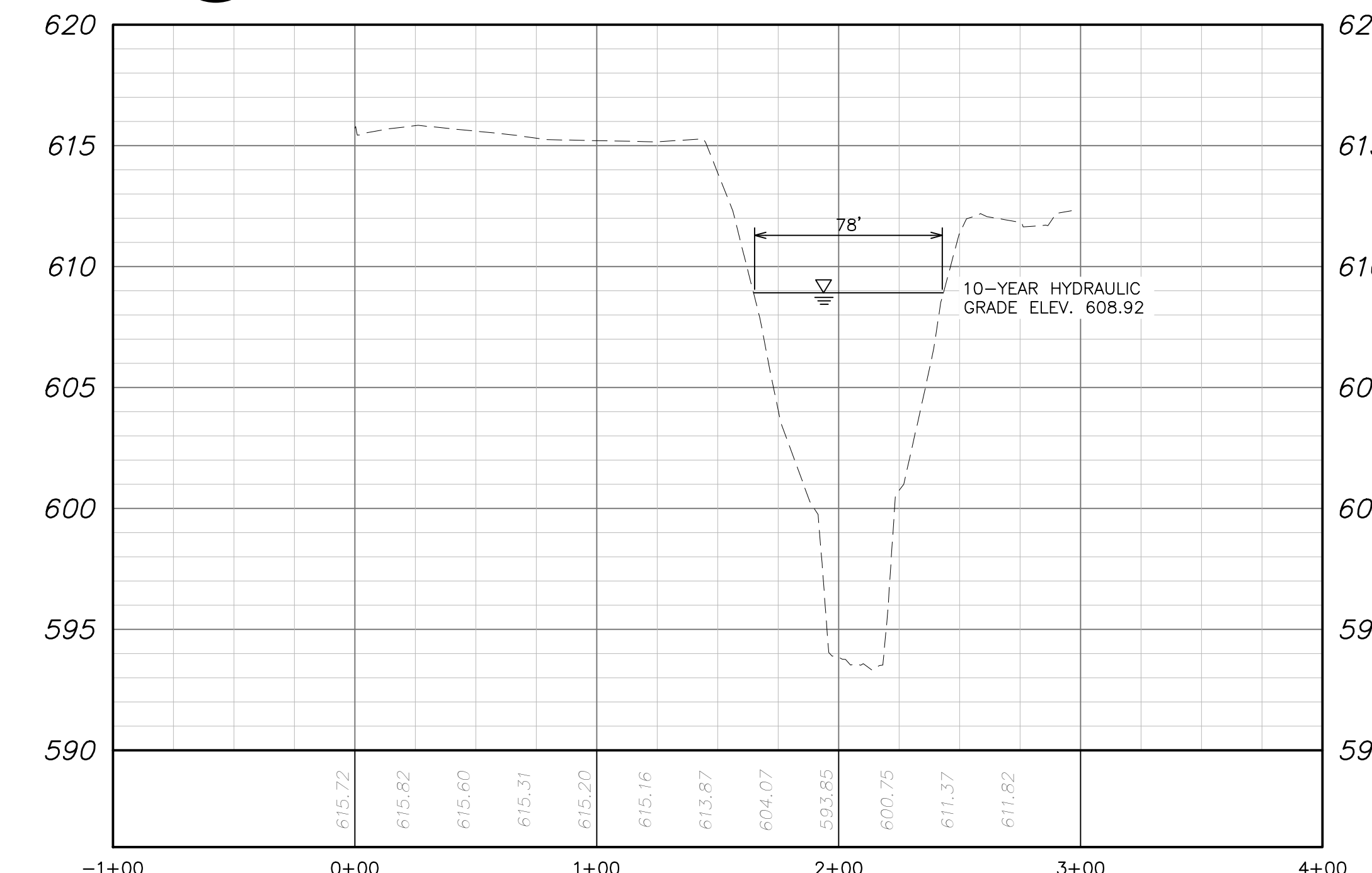
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-126</b>
DATE FEBRUARY 2022	



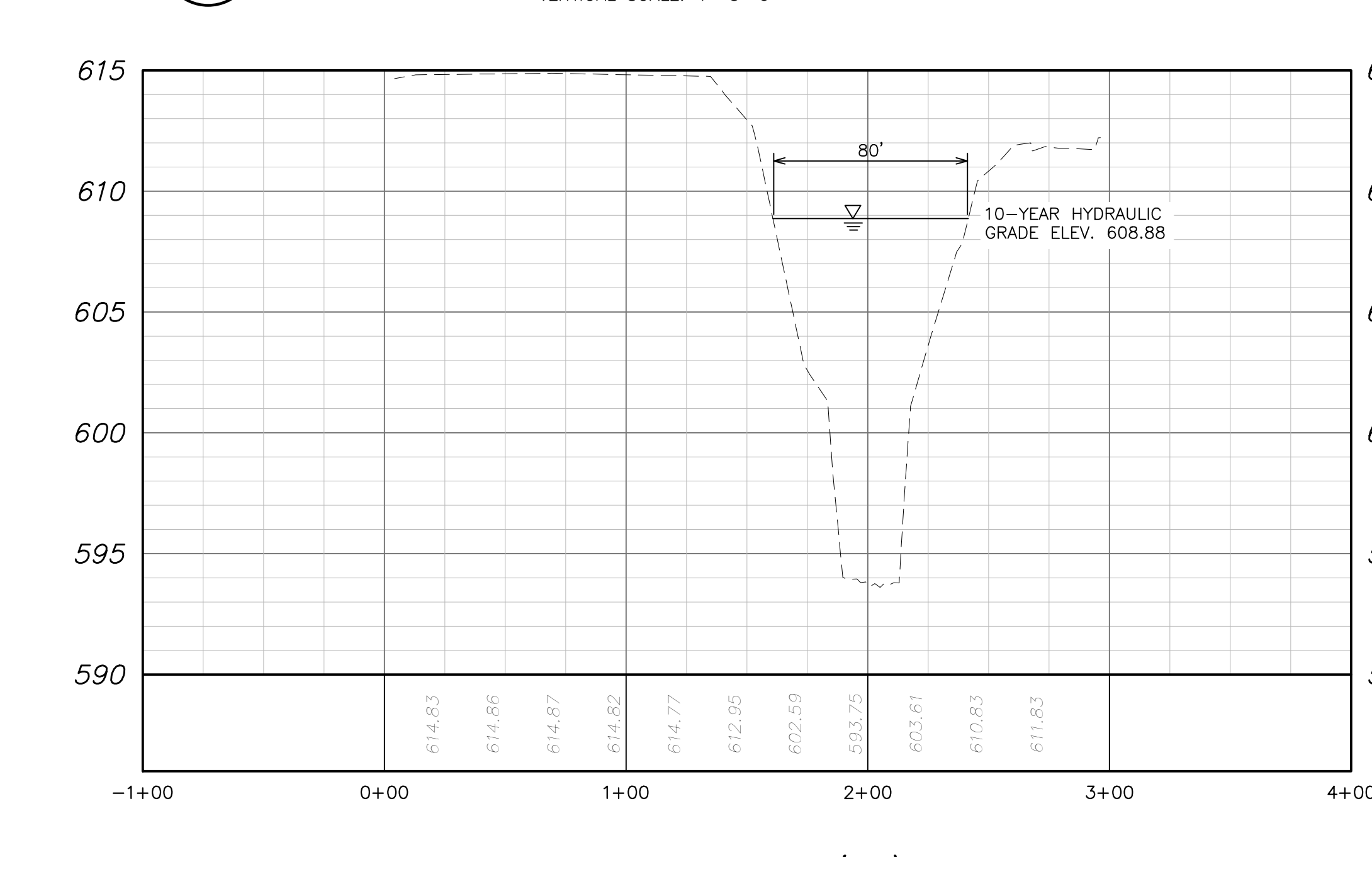
**29**  
CS3-127  
**EXISTING DRAIN SECTION (48+26)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**30**  
CS3-127  
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VERTICAL SCALE: 1"=5'-0"



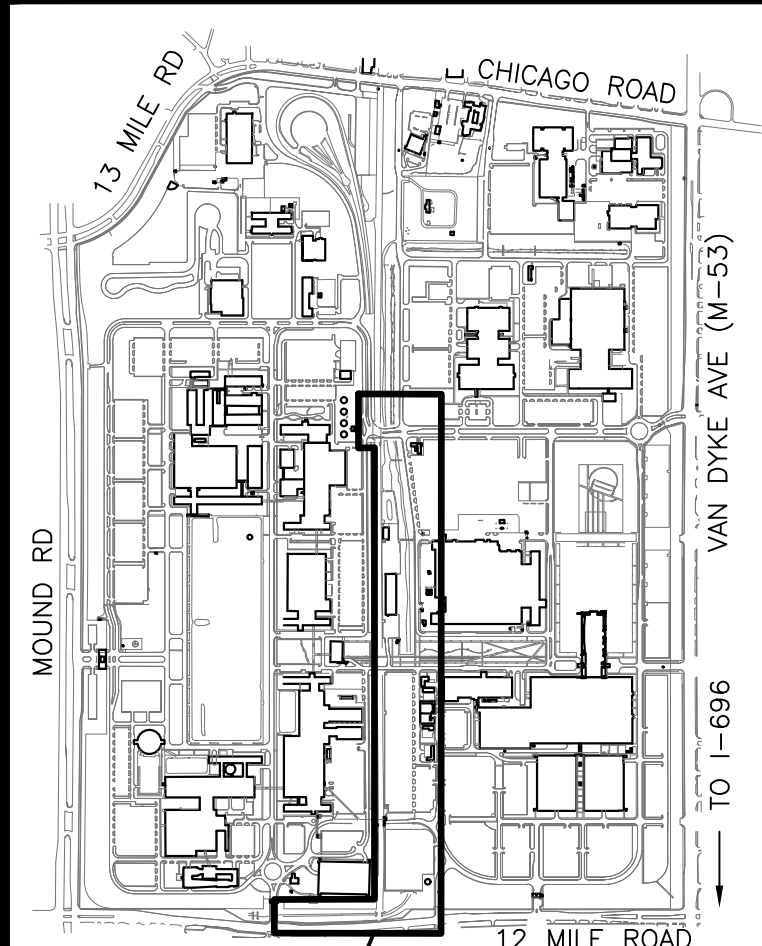
**31**  
CS3-127  
**EXISTING DRAIN SECTION (50+42)**  
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VERTICAL SCALE: 1"=5'-0"



**32**  
CS3-127  
**EXISTING DRAIN SECTION (51+42)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
NOT TO SCALE

NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

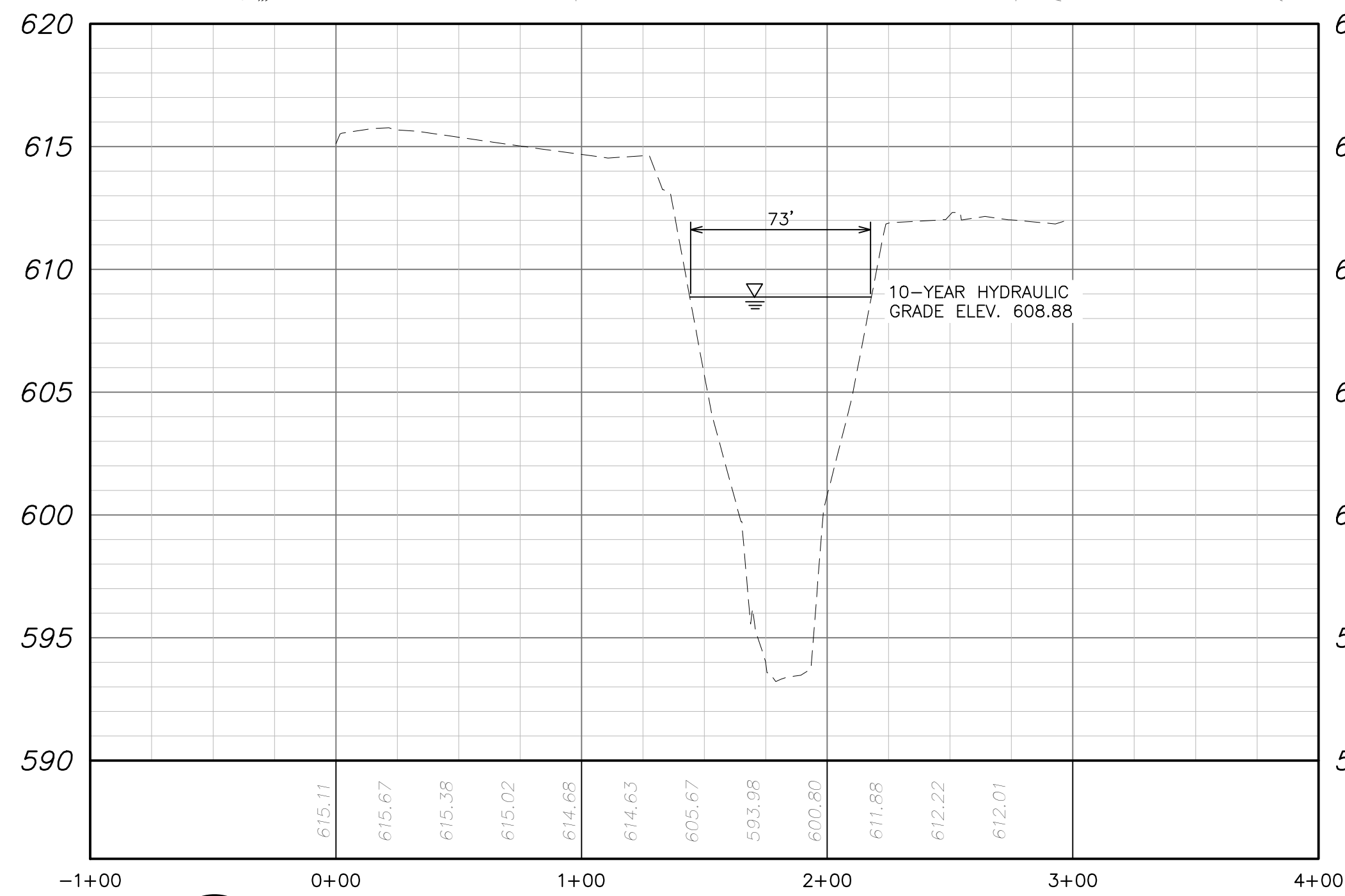
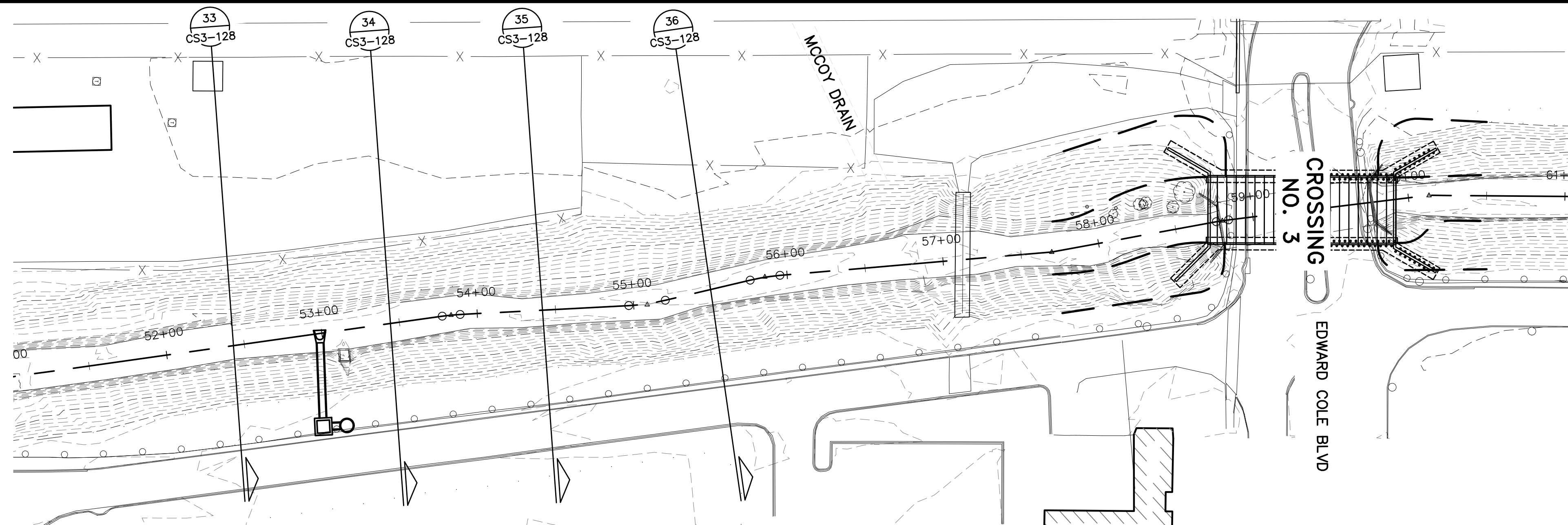
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

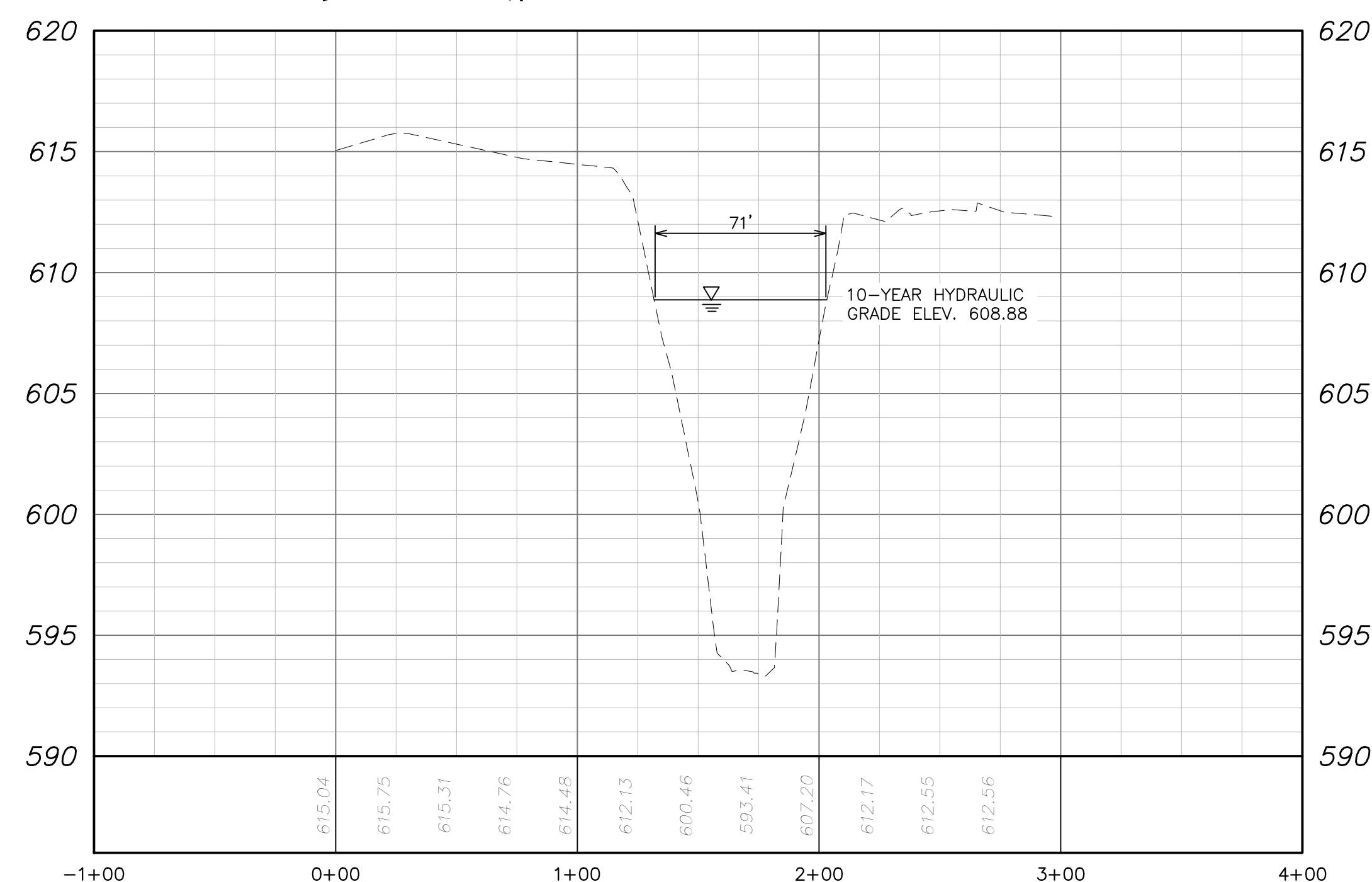
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Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

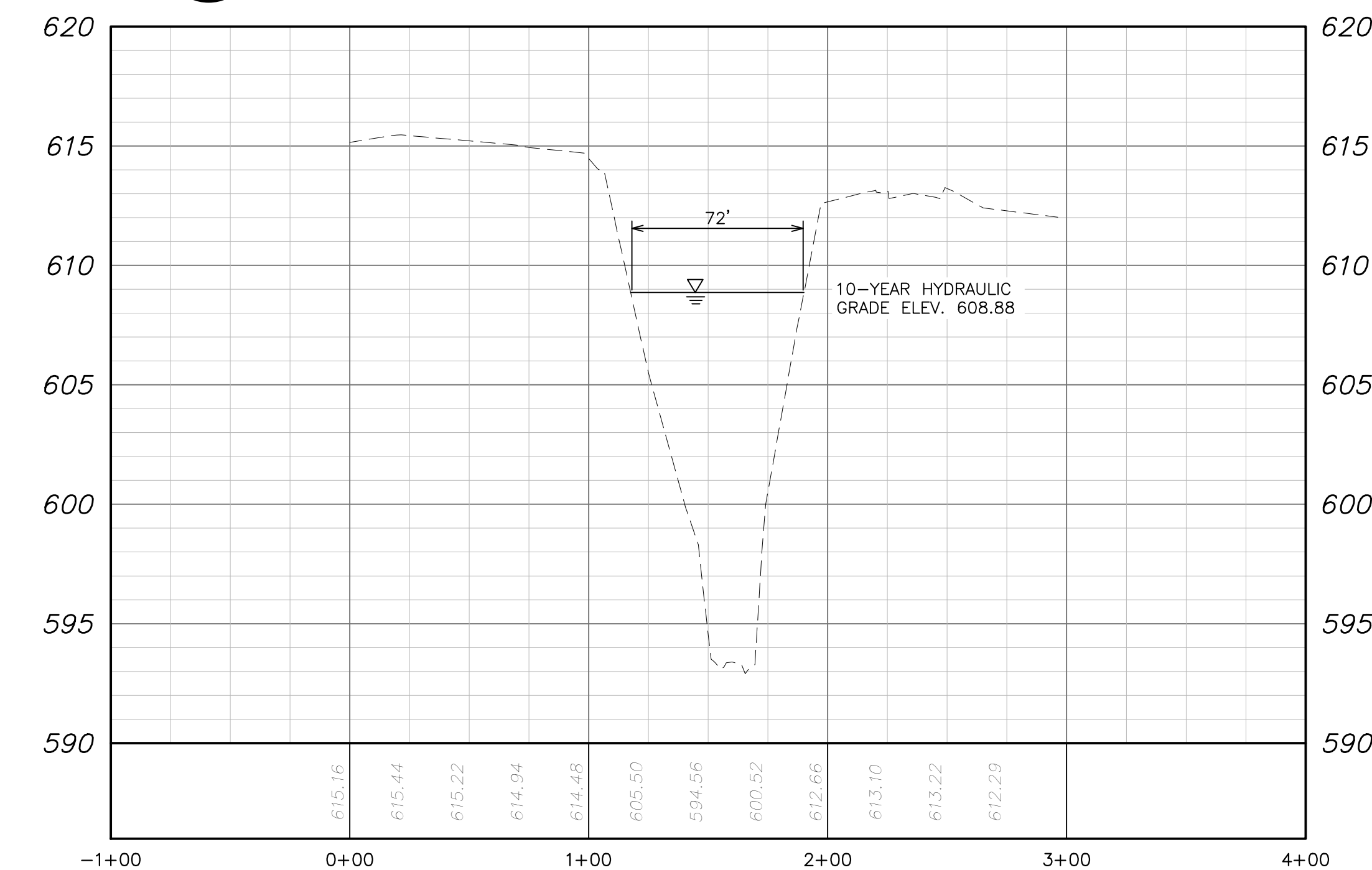
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DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-127</b>
DATE FEBRUARY 2022	



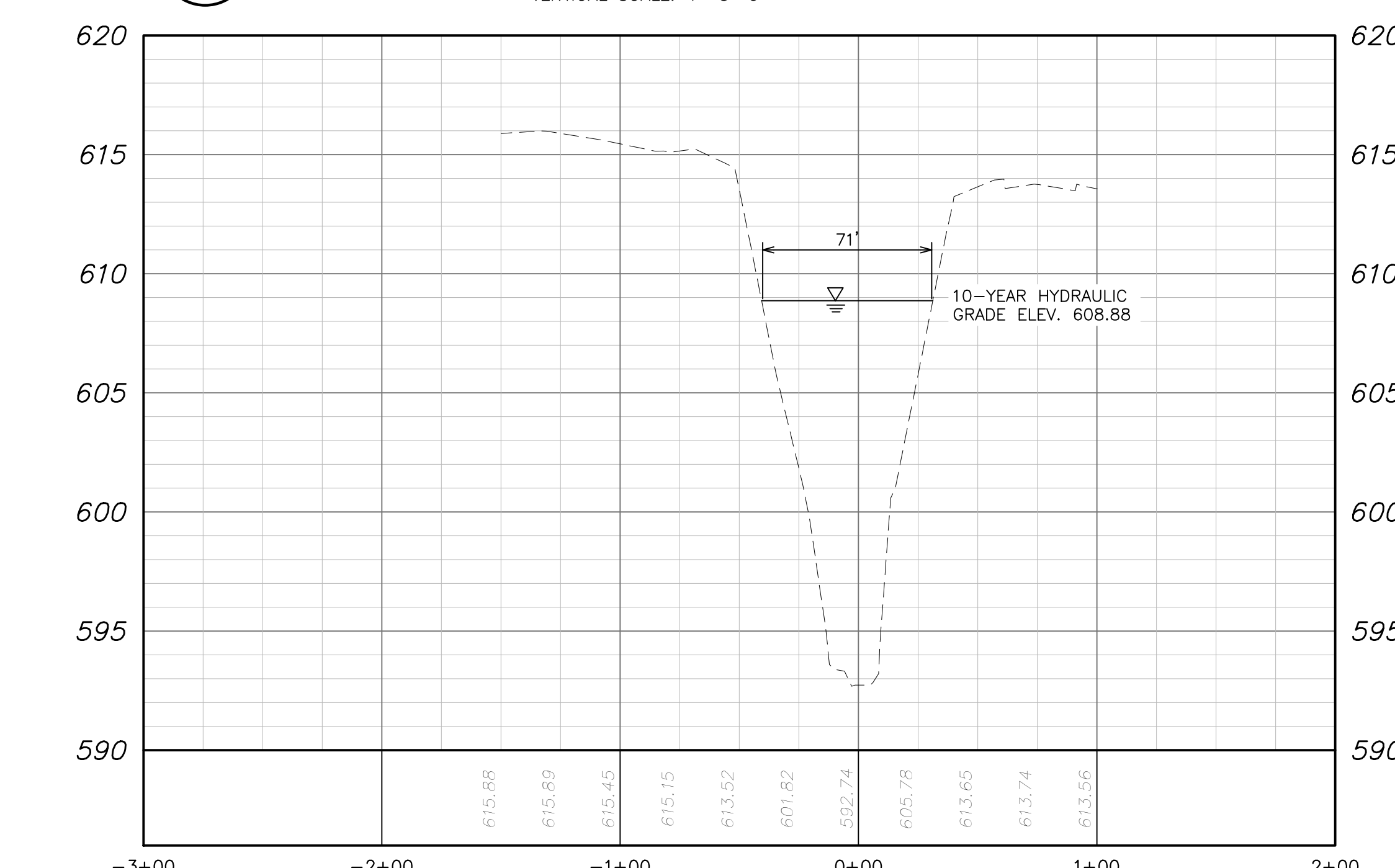
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VERTICAL SCALE: 1"=5'-0"



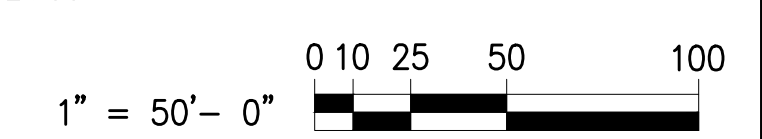
**34**  
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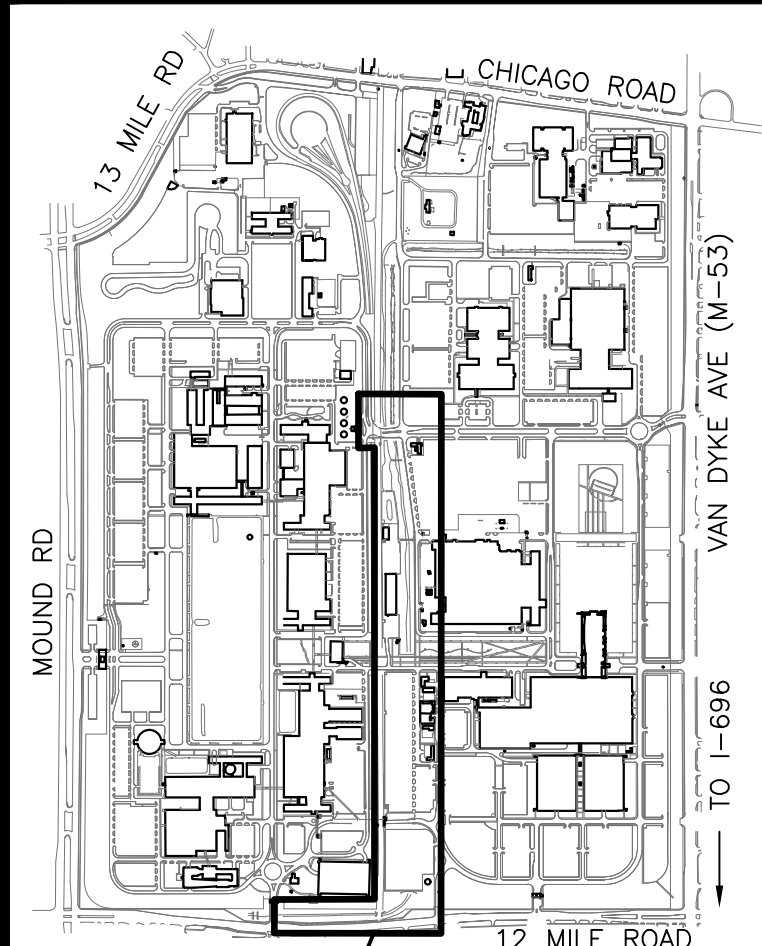
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**EXISTING DRAIN SECTION (54+42)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**36**  
CS3-128  
**EXISTING DRAIN SECTION (55+50)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
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REVISIONS			
SUPPLIER PROJECT NO. 20210435		CERTIFIED BY	
SUPPLIER DRAWN BY CDM			
SUPPLIER CHECKED BY TDL			
SUPPLIER PE/PM TDL			

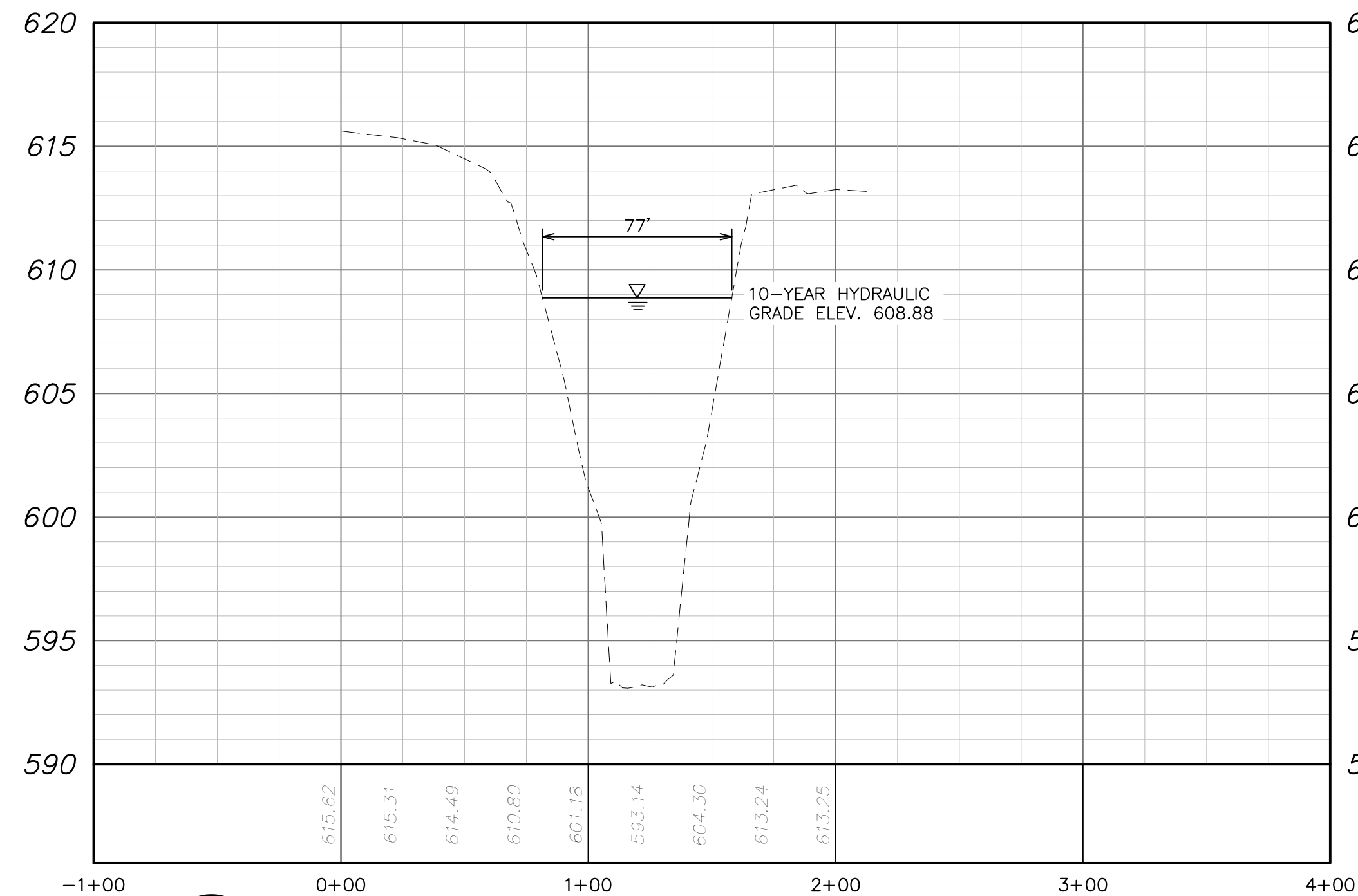
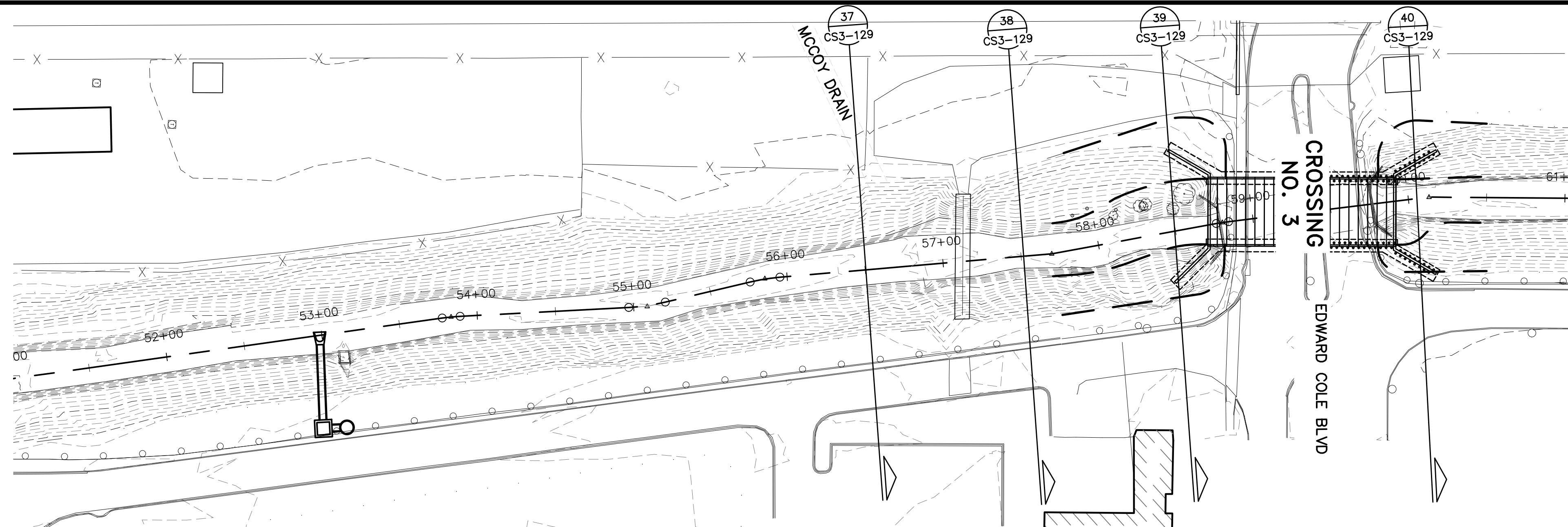
CONSULTANT A/E FIRM INFO & LOGO

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30400 Mound Road, Warren, MI 48090

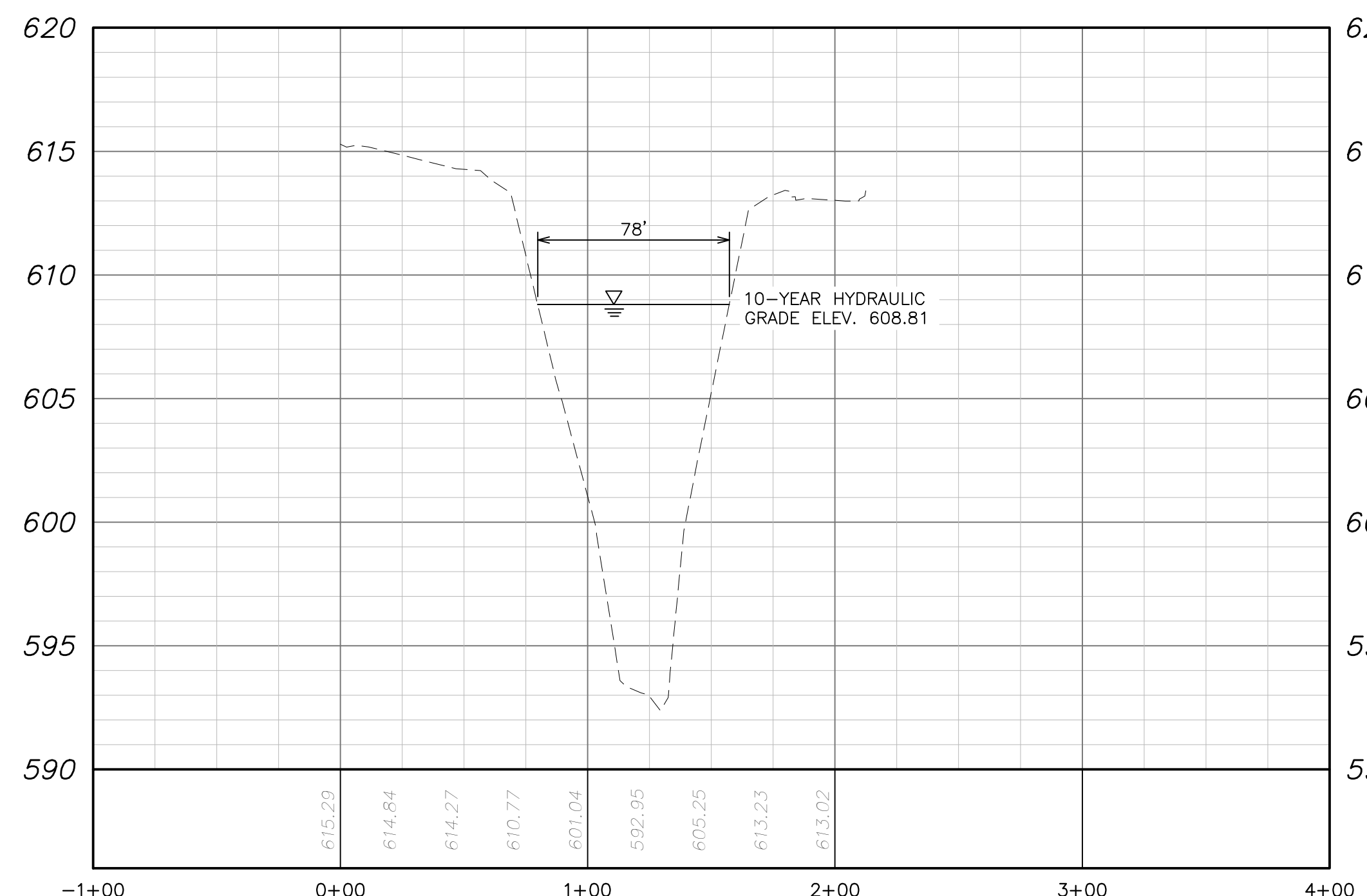
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

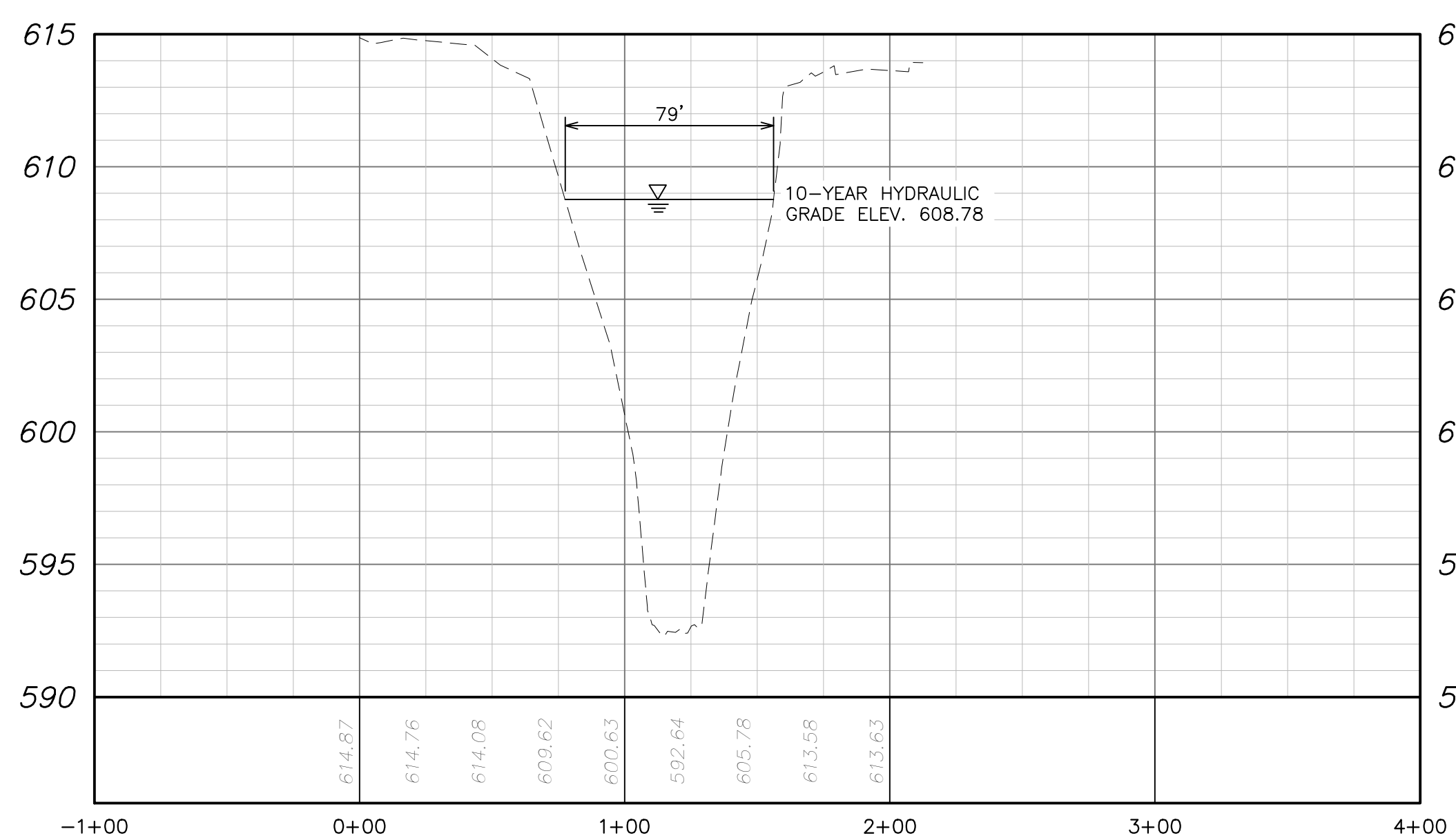
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER <b>CS3-128</b>
SCALE AS NOTED	
DATE FEBRUARY 2022	



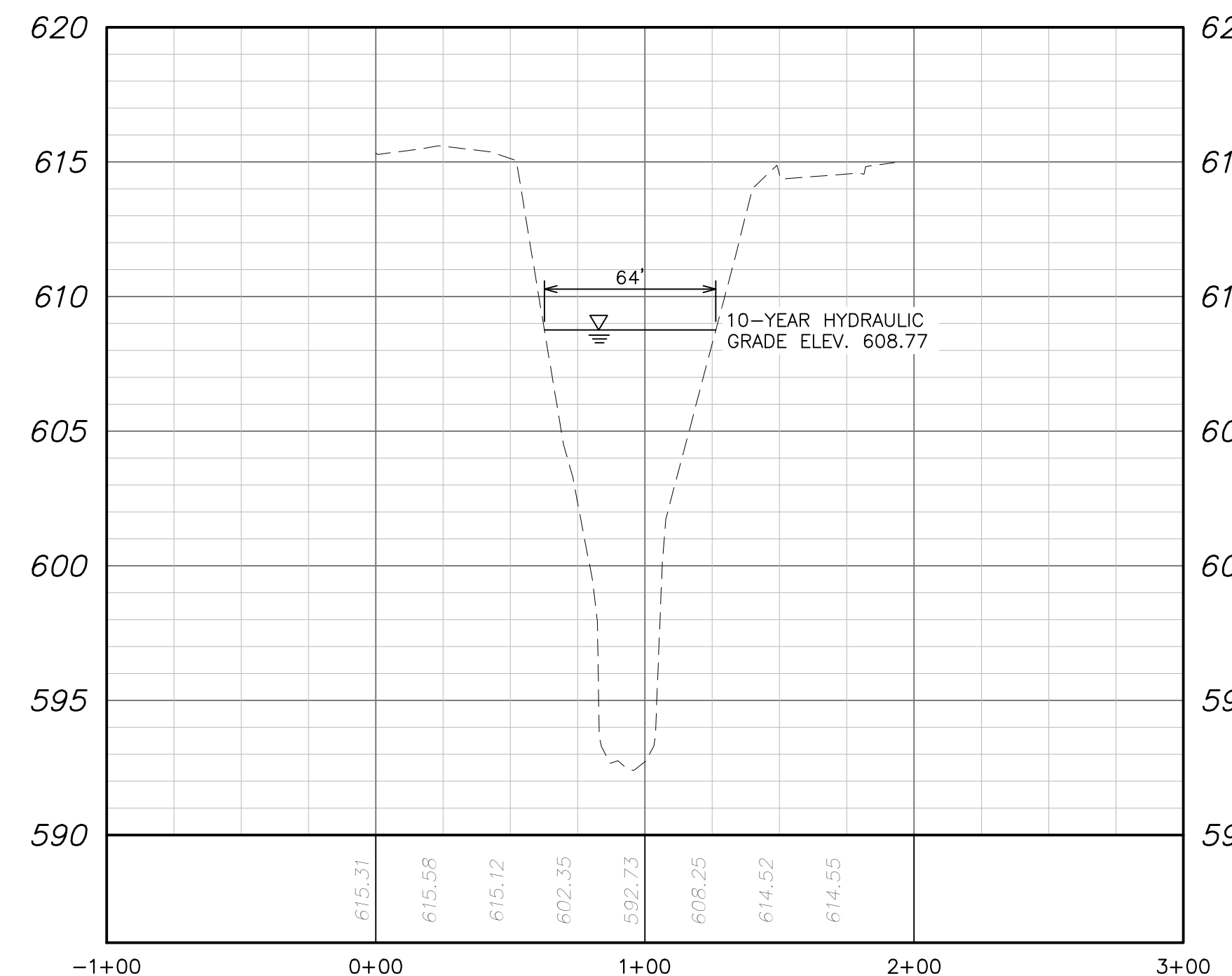
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VERTICAL SCALE: 1"=5'-0"



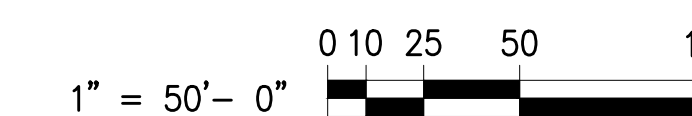
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VERTICAL SCALE: 1"=5'-0"



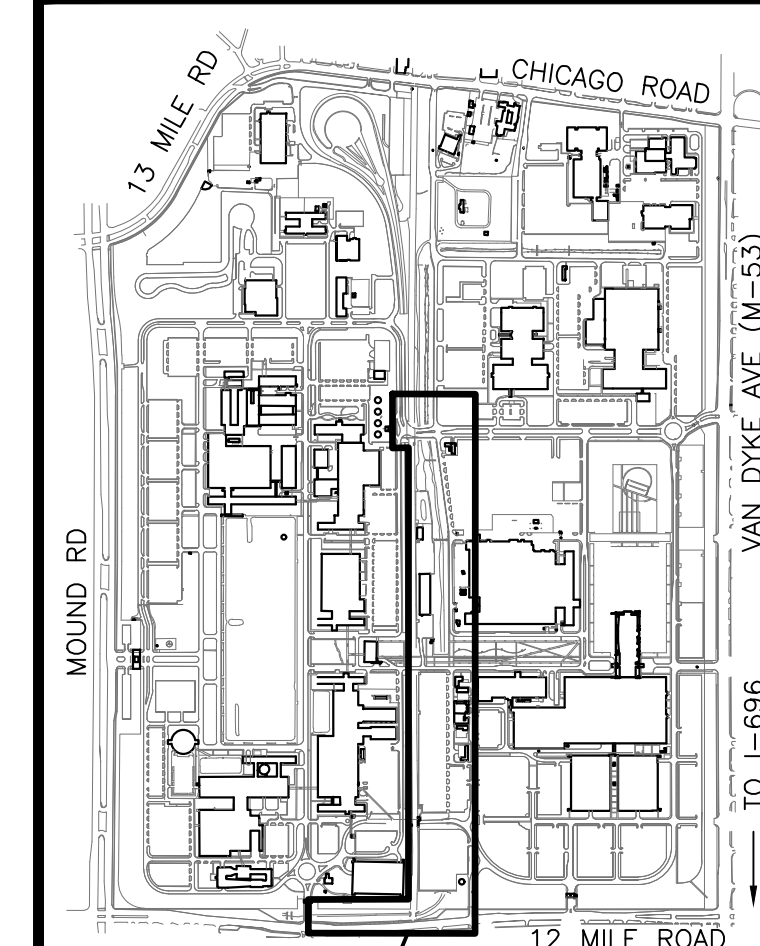
**39**  
CS3-129  
**EXISTING DRAIN SECTION (58+50)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



**40**  
CS3-129  
**EXISTING DRAIN SECTION (60+05)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
7-28-22	DRAIN OFFICE REVIEW	T.D.L.	T.D.L.



PROJECT AREA  
GLOBAL TECHNICAL CENTER  
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NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

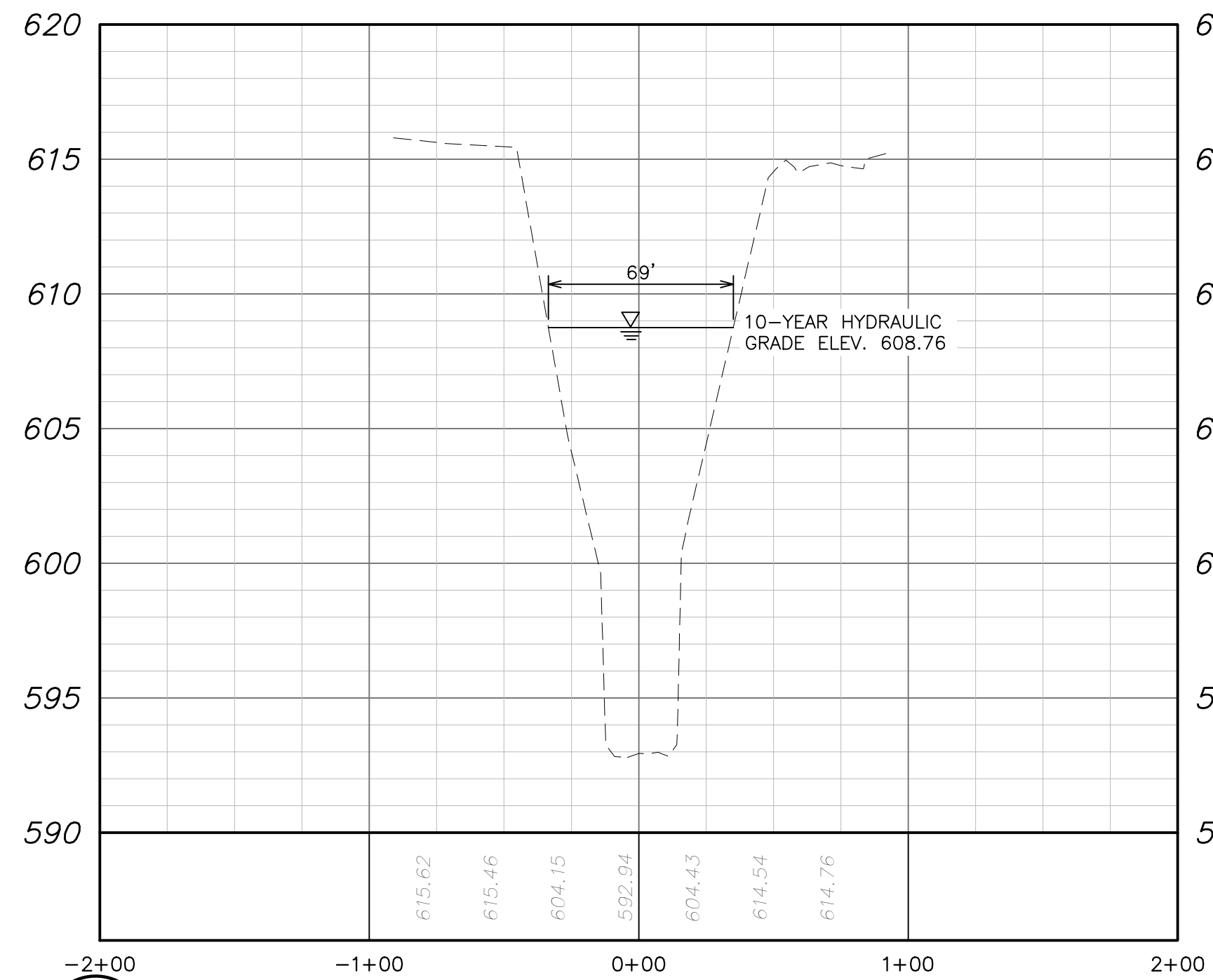
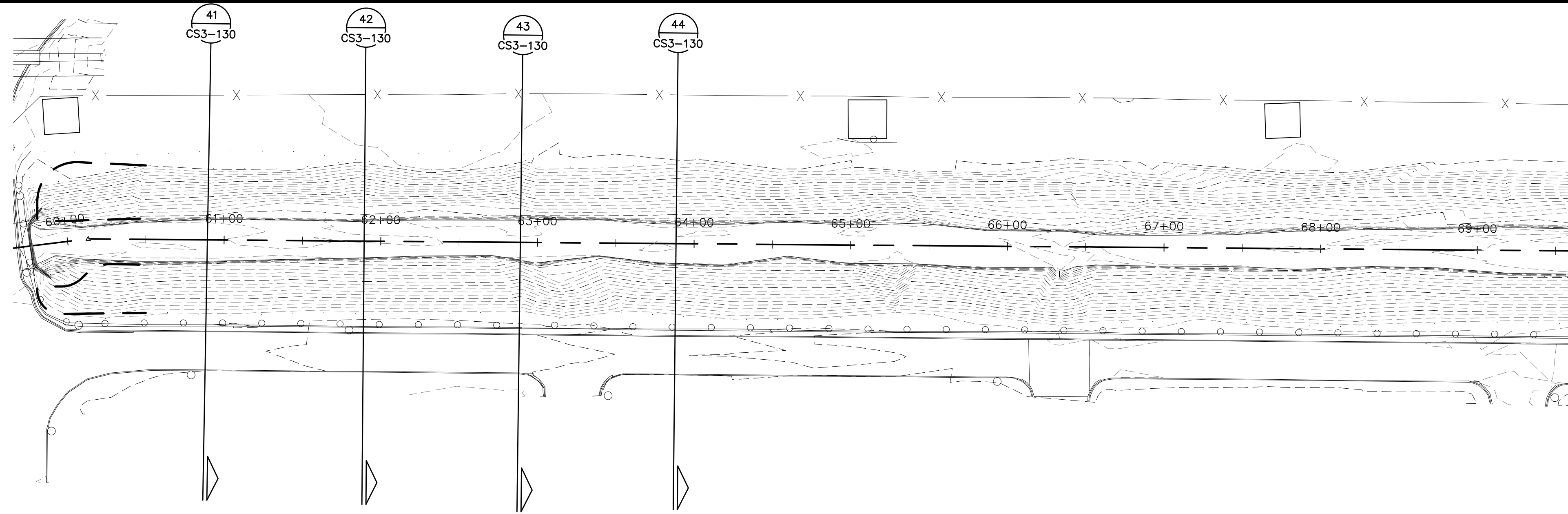
CONSULTANT A/E FIRM INFO & LOGO

GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

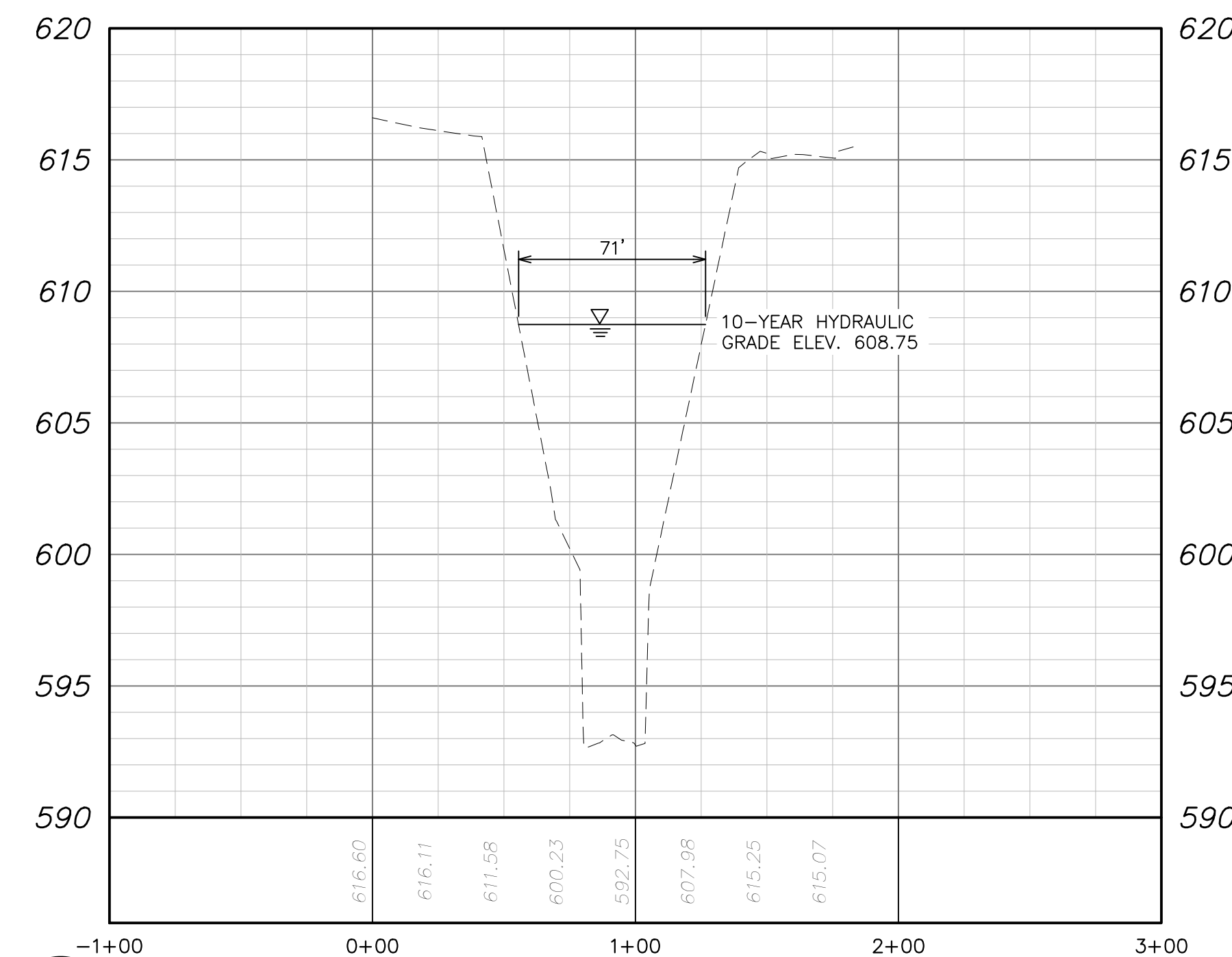
PROPOSED DRAIN SECTIONS

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER <b>CS3-129</b>
SCALE AS NOTED	
DATE FEBRUARY 2022	

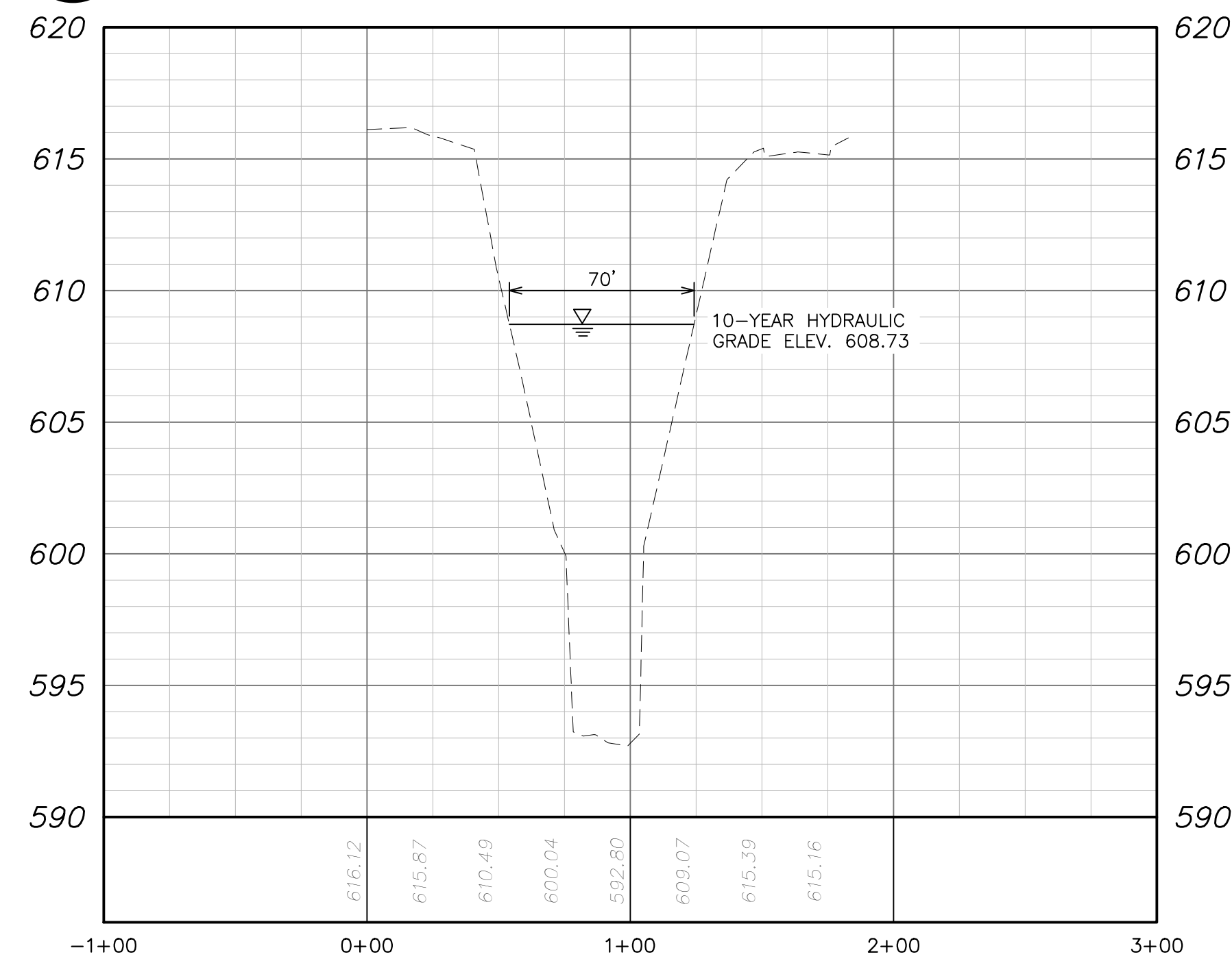




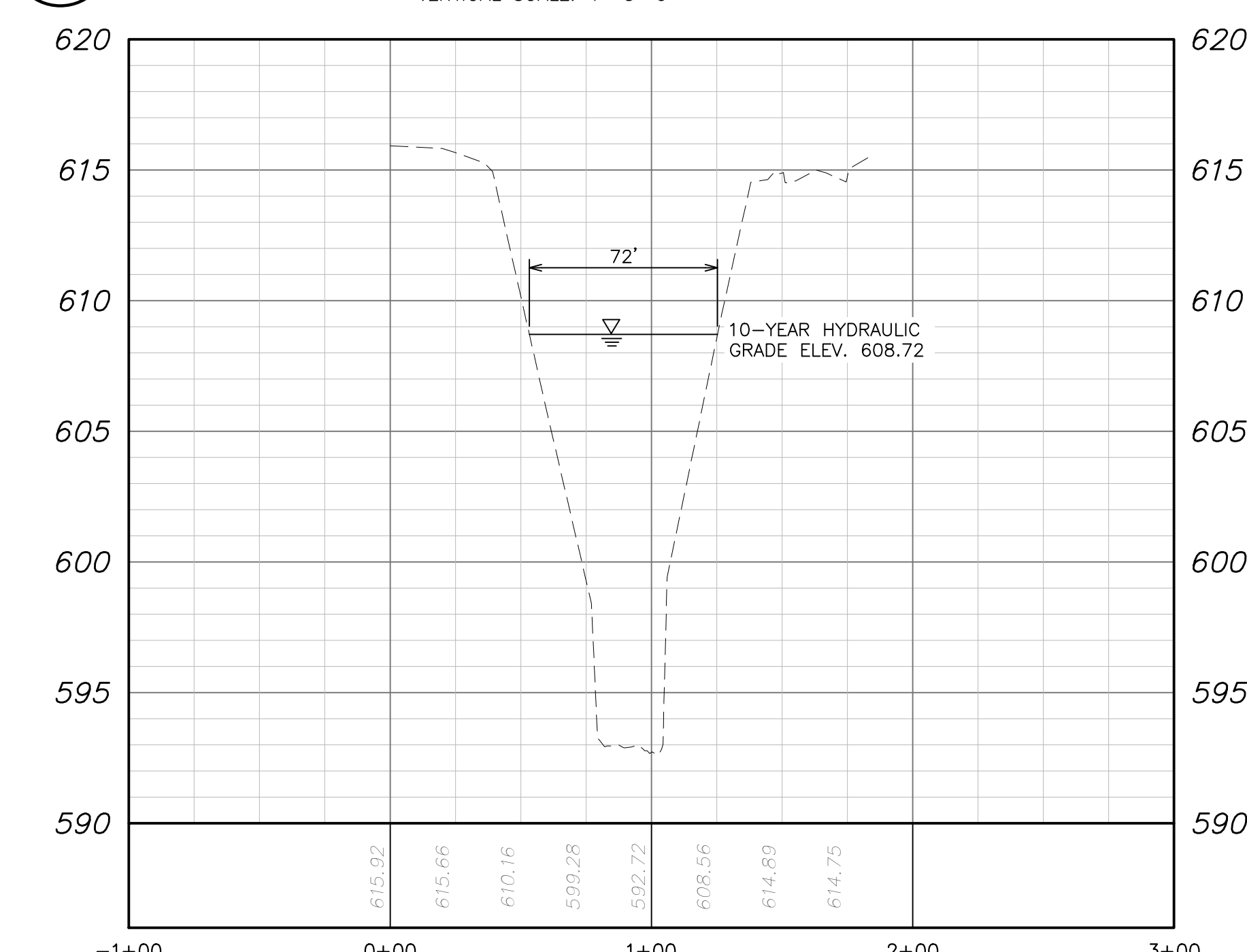
**41**  
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HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



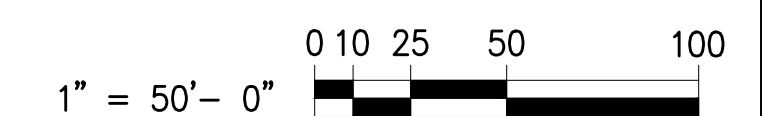
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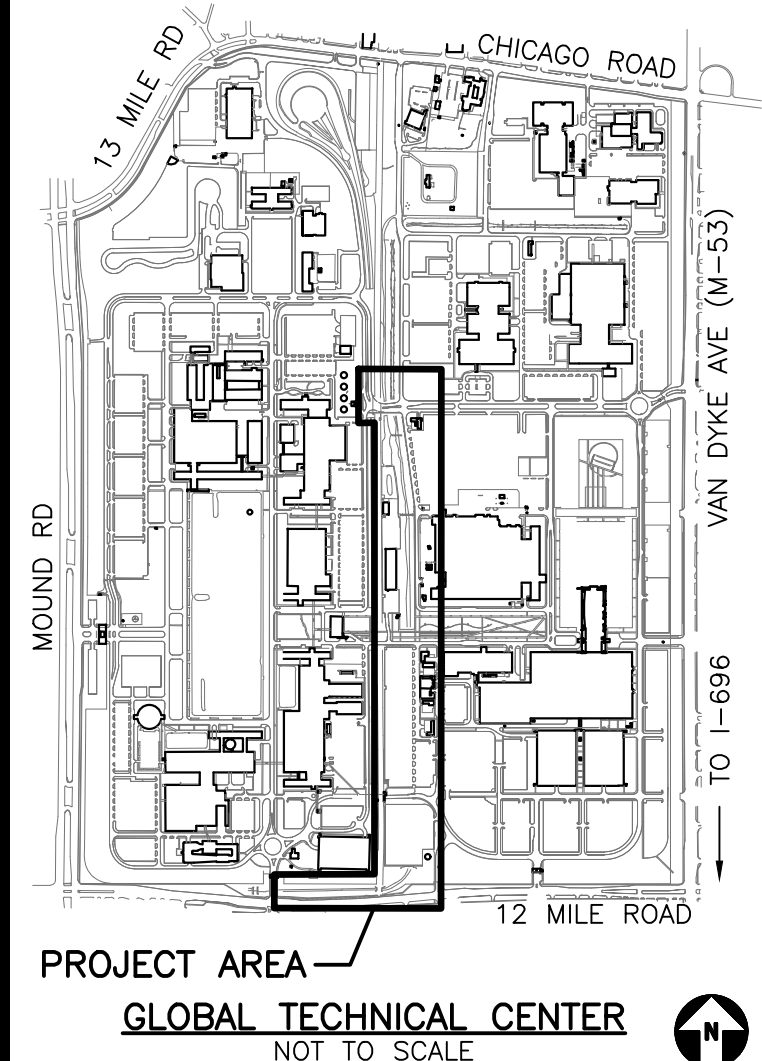
**43**  
CS3-130  
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VERTICAL SCALE: 1"=5'-0"



**44**  
CS3-130  
**EXISTING DRAIN SECTION (63+88)**  
HORIZONTAL SCALE: 1"=50'-0"  
VERTICAL SCALE: 1"=5'-0"



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NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL

**REVISIONS**

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

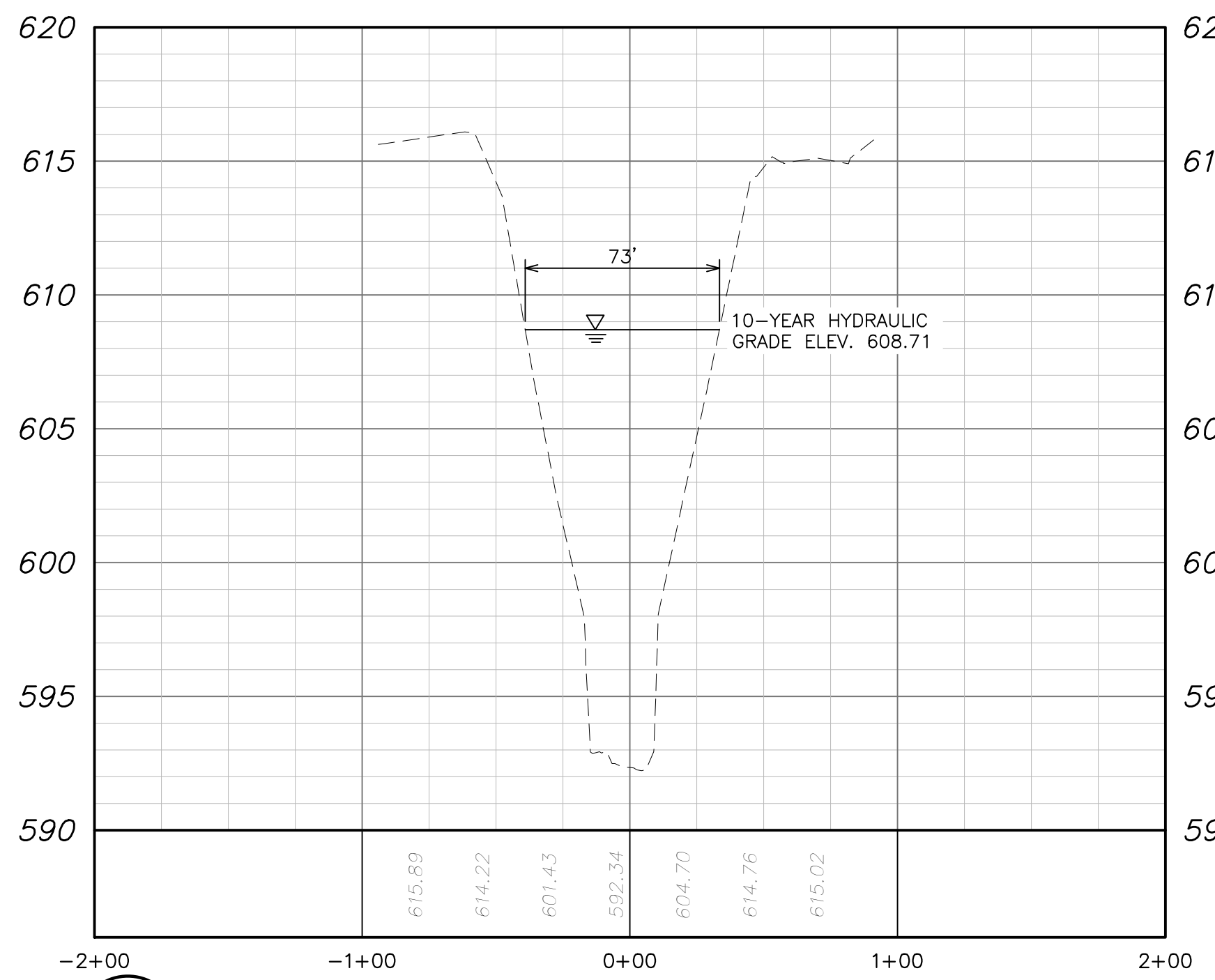
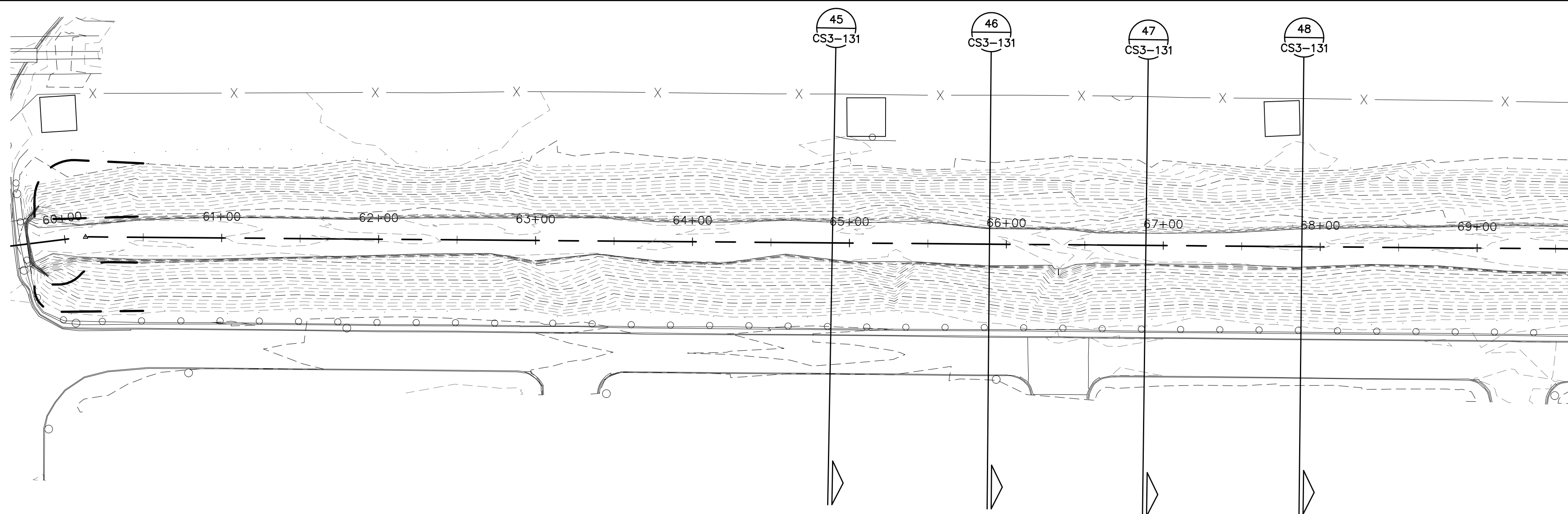
**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915  
555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
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**General Motors Company**  
30400 Mound Road, Warren, MI 48090

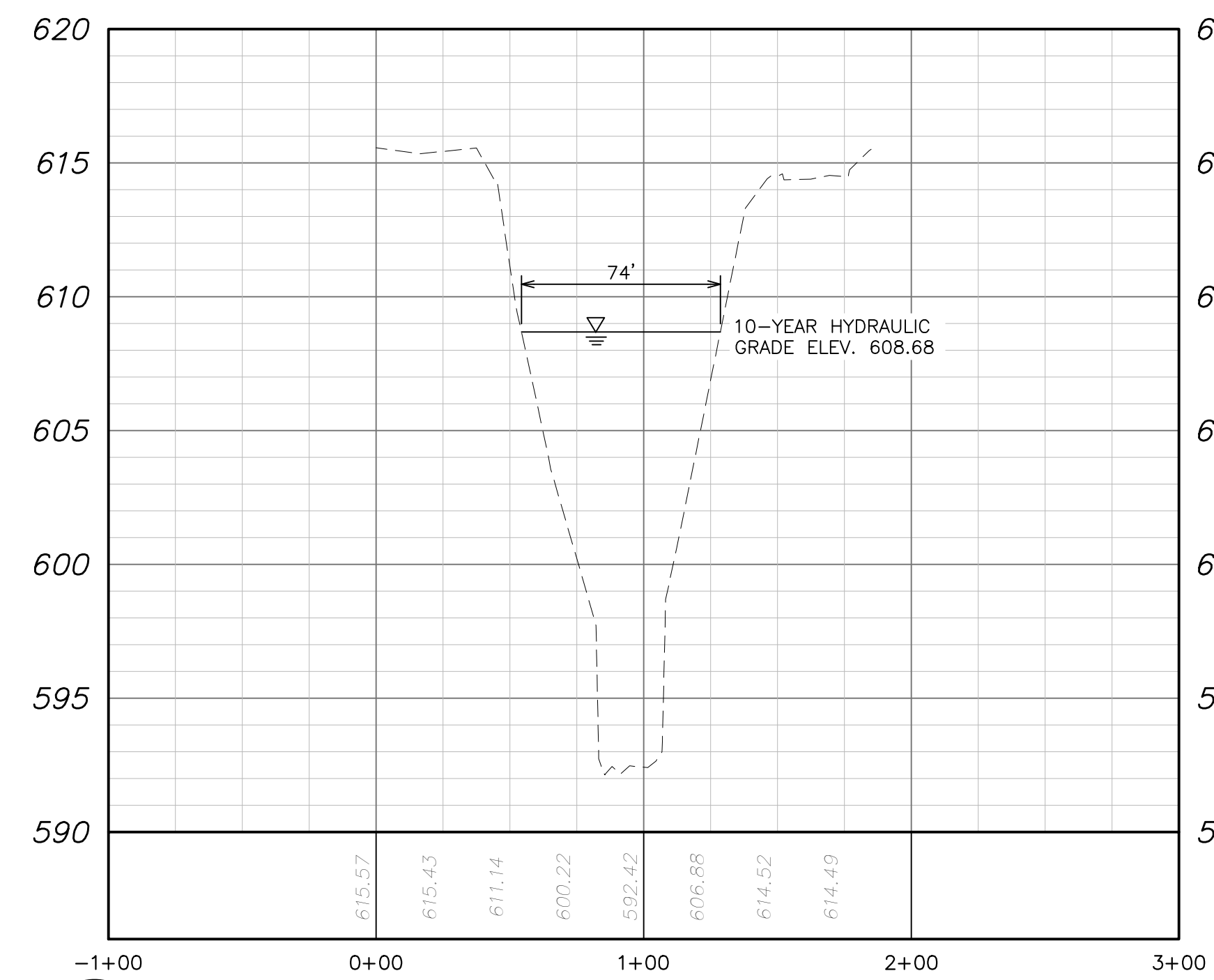
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN  
DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

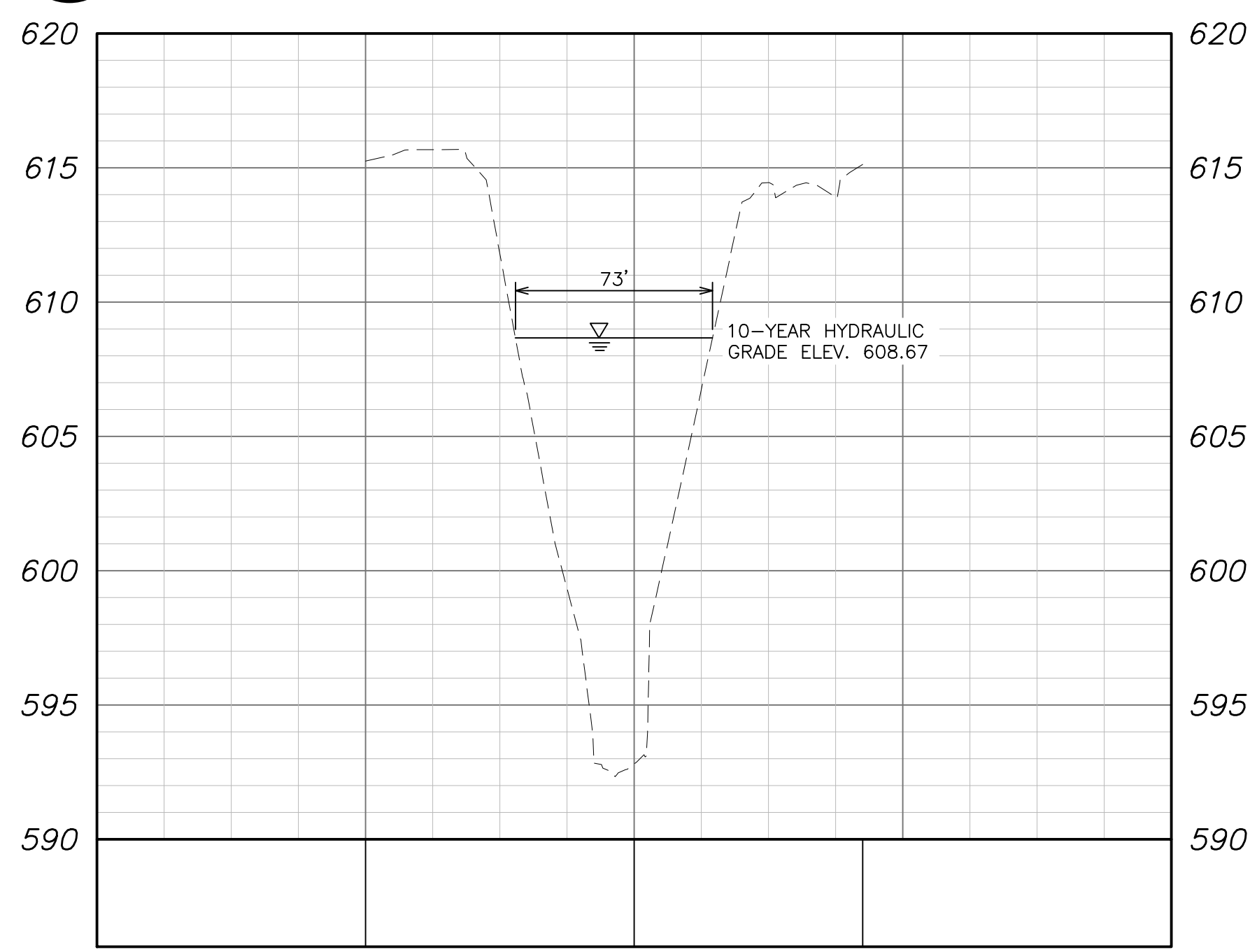
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-130</b>
DATE FEBRUARY 2022	



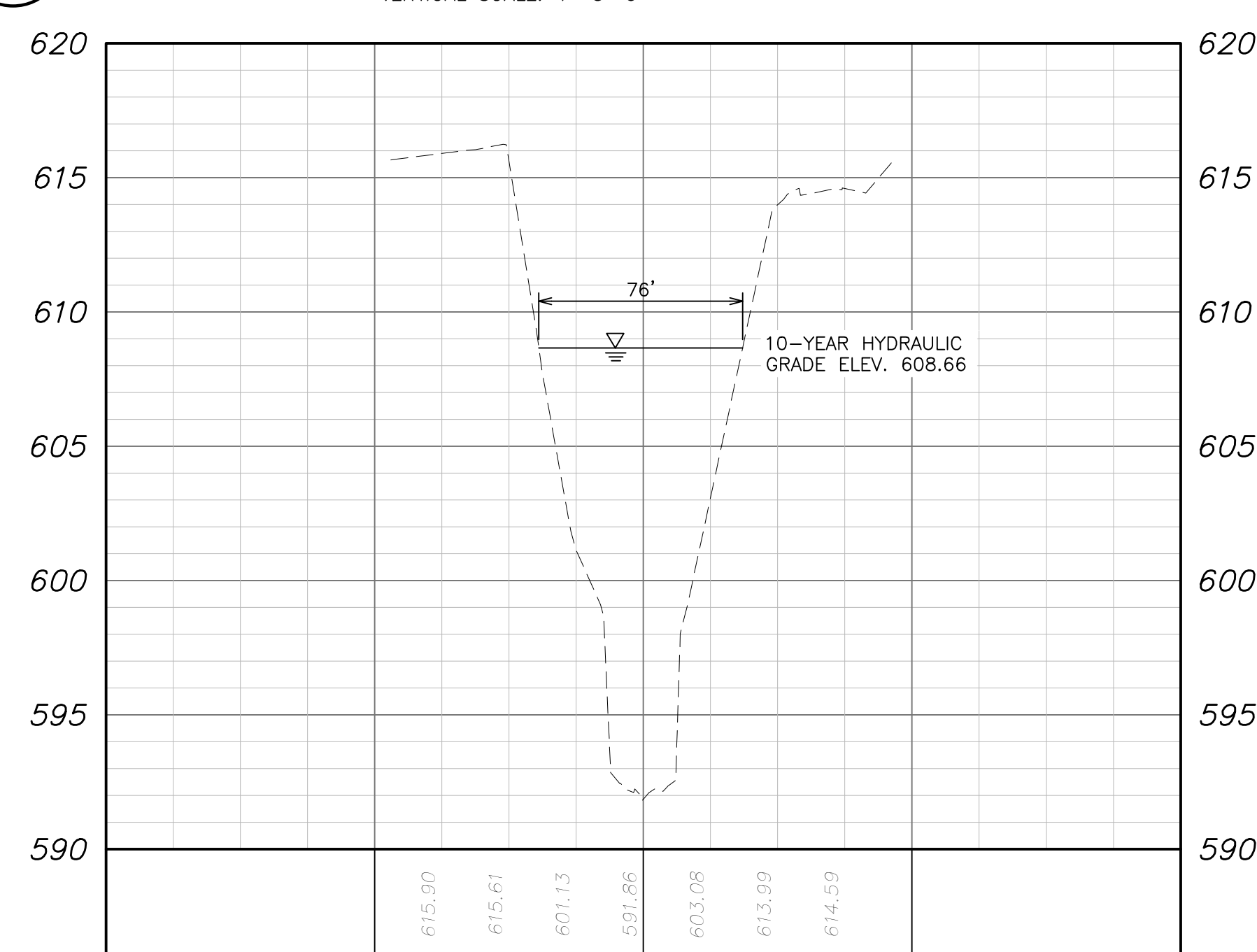
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VERTICAL SCALE: 1"=5'-0"



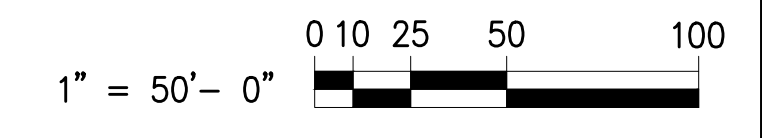
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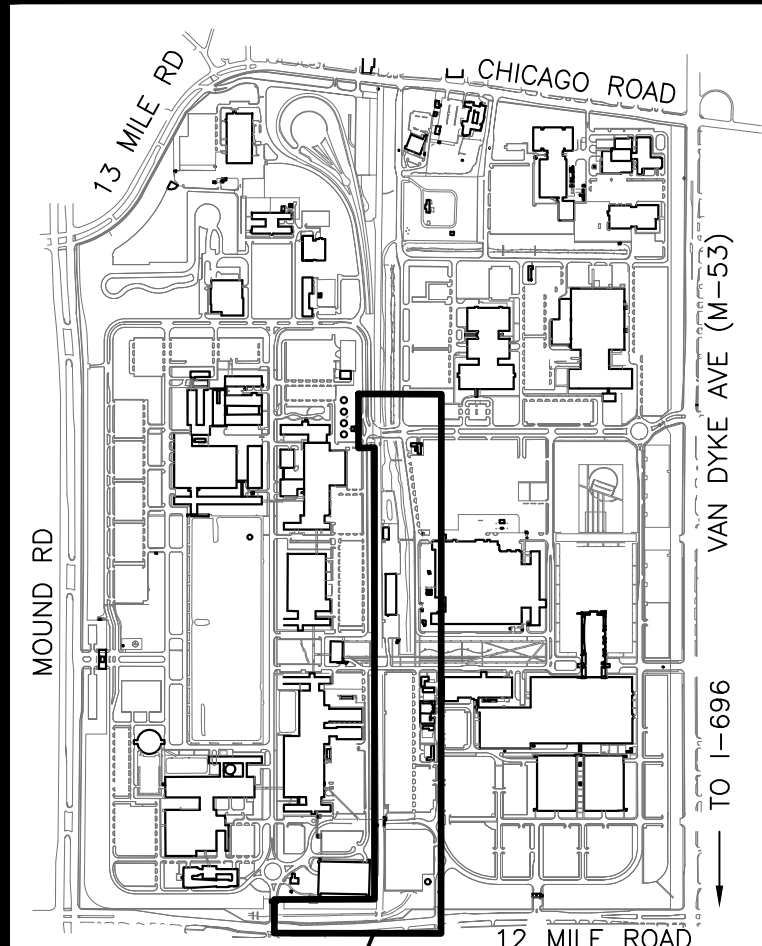
**47**  
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VERTICAL SCALE: 1"=5'-0"



**48**  
CS3-131  
**EXISTING DRAIN SECTION (67+88)**  
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PROJECT AREA  
GLOBAL TECHNICAL CENTER  
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SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

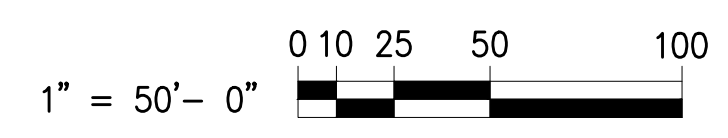
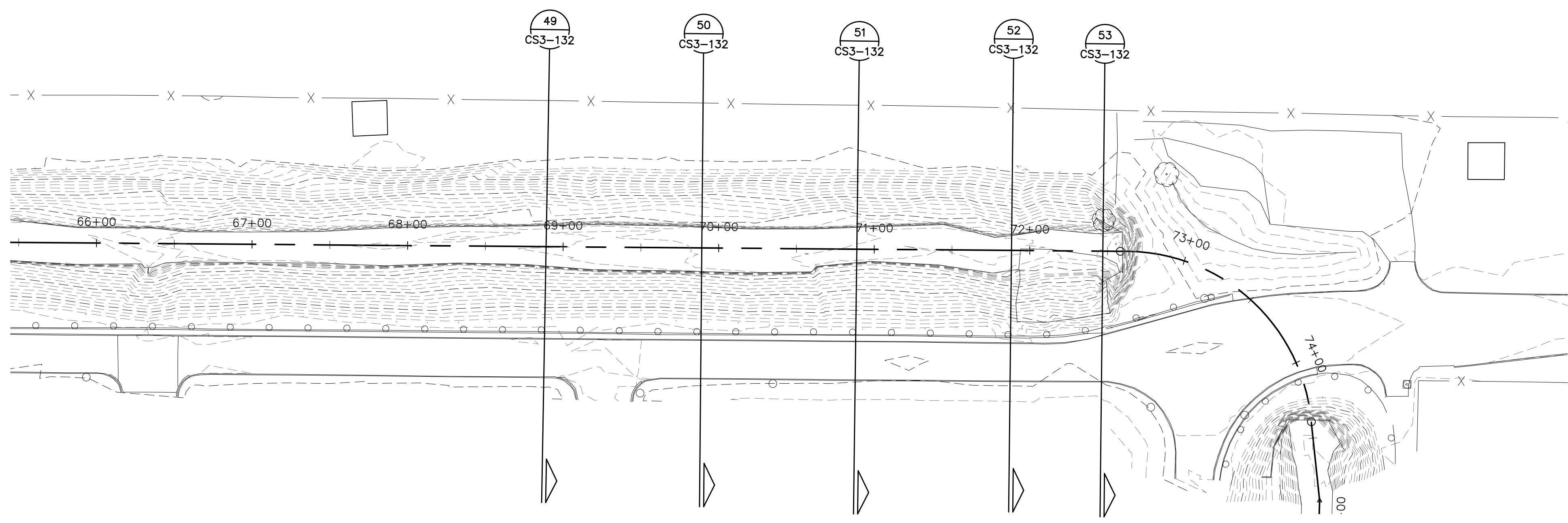
**HRC**  
HUBBELL, ROTH & CLARK, INC  
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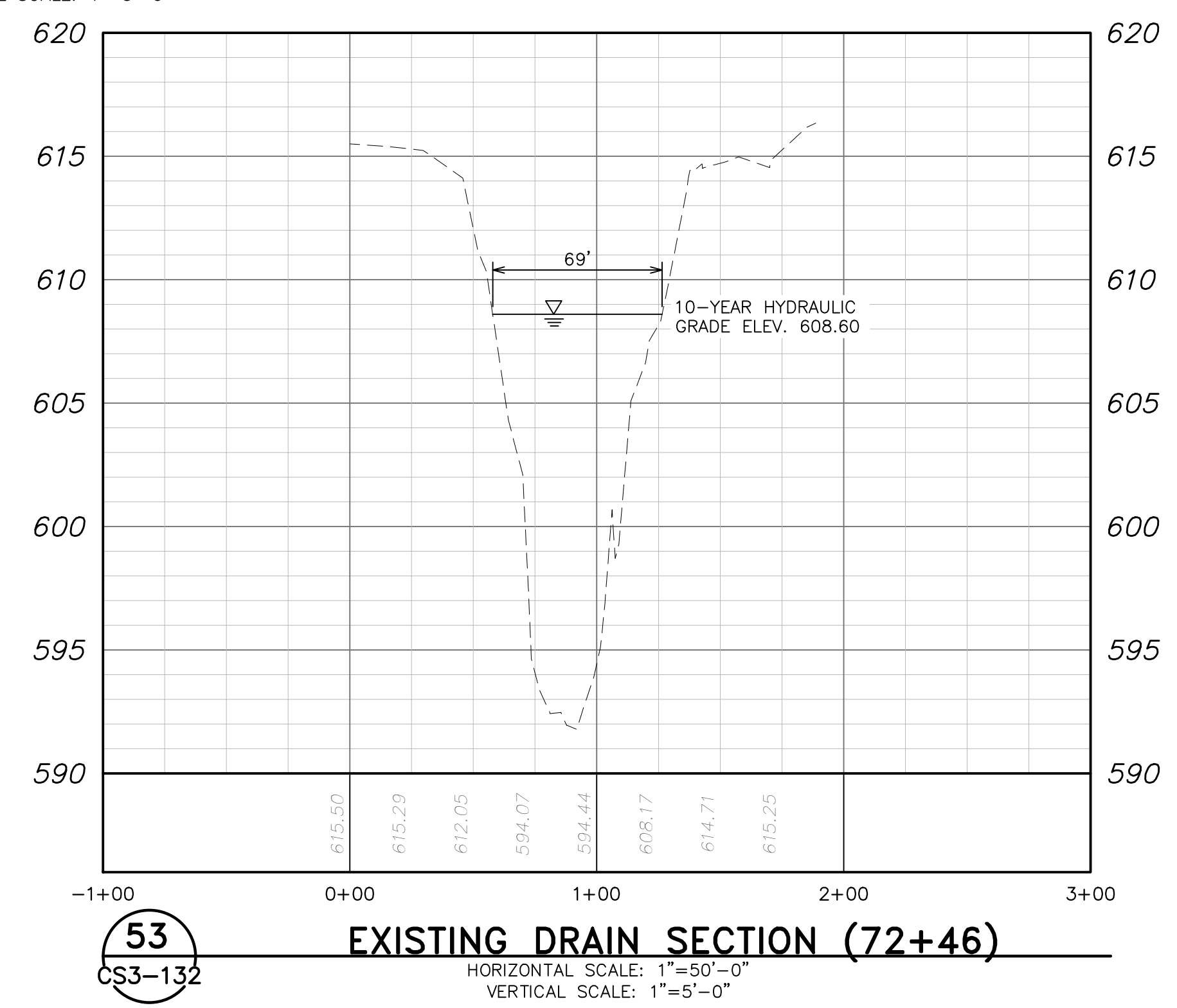
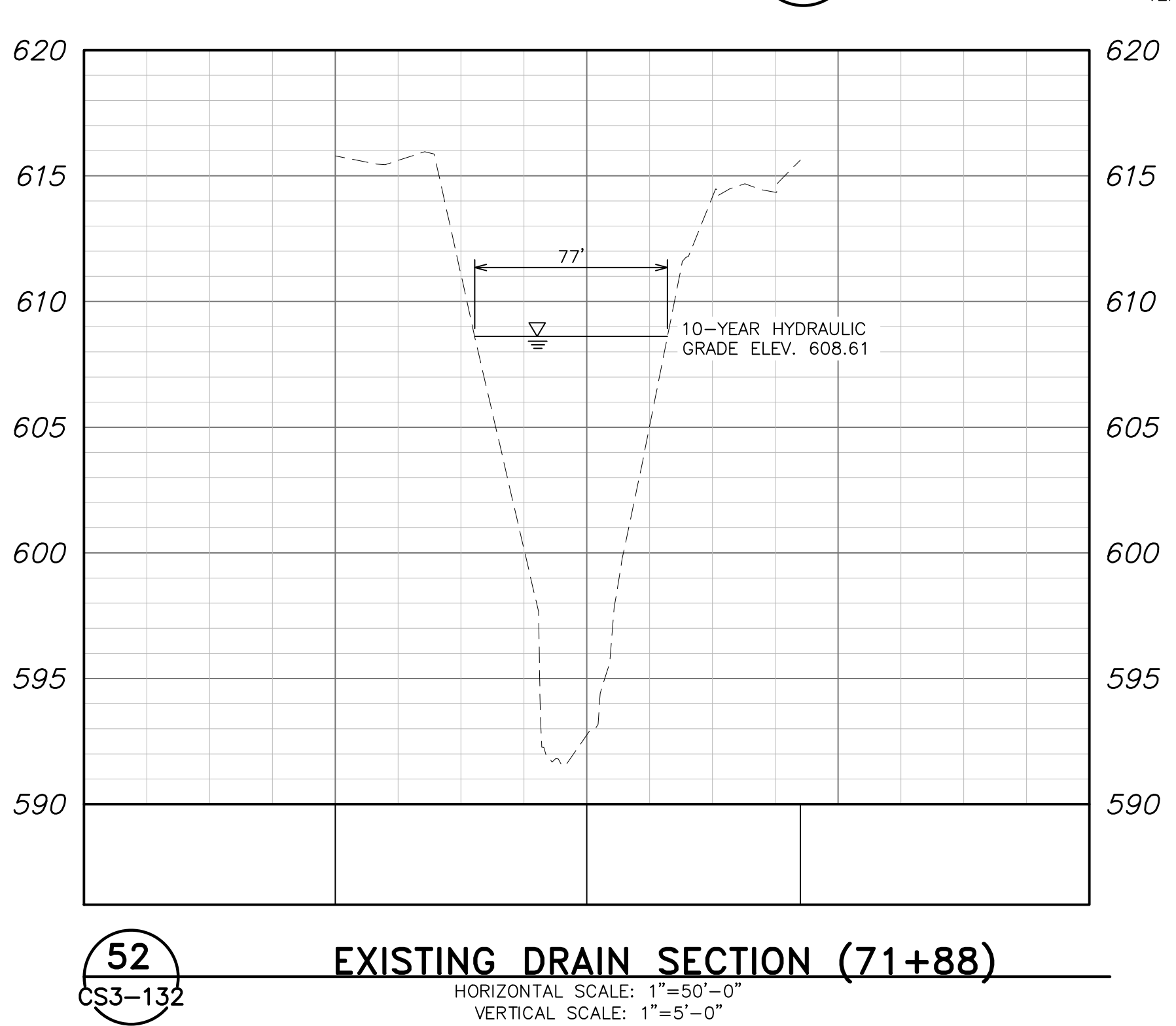
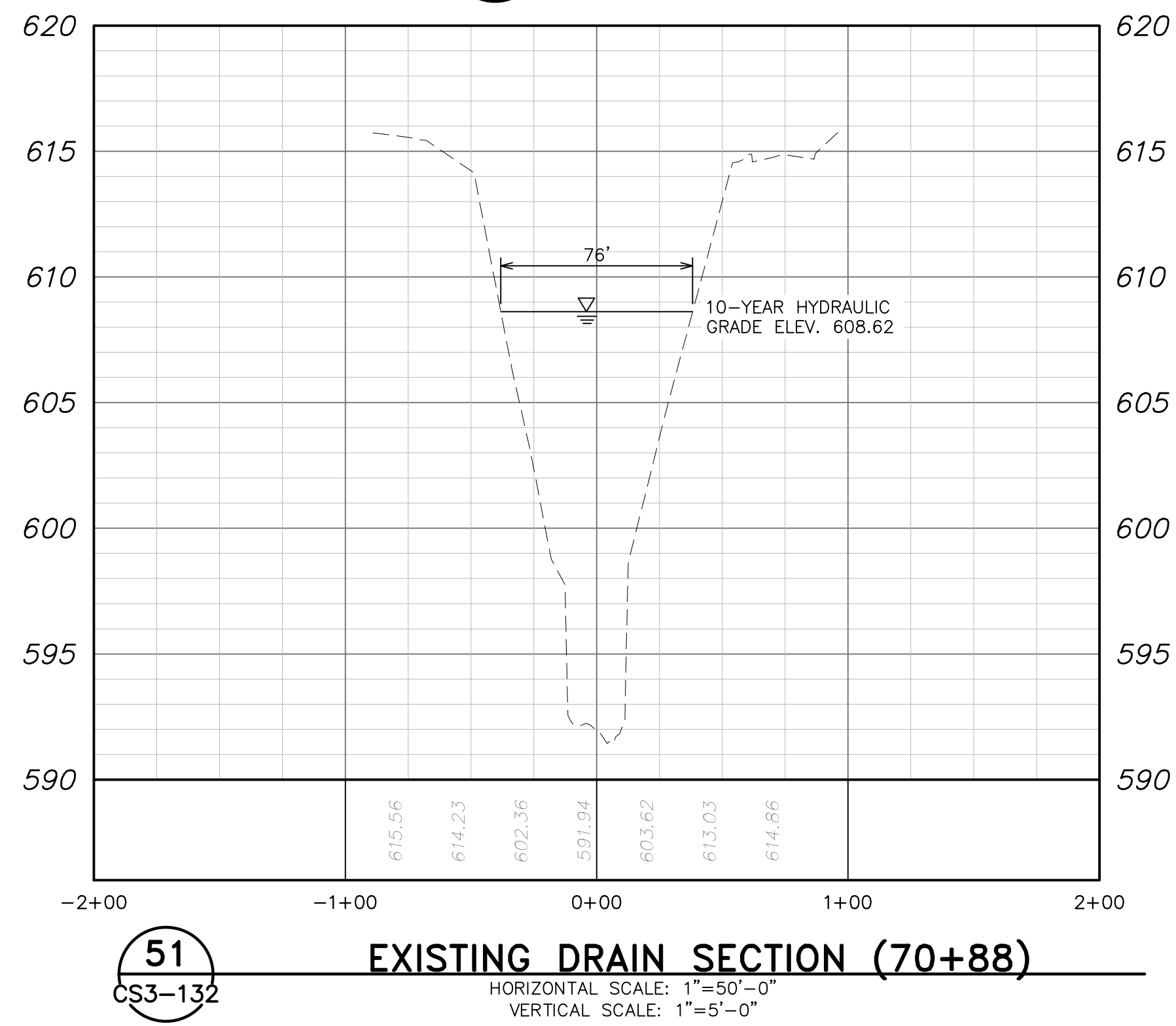
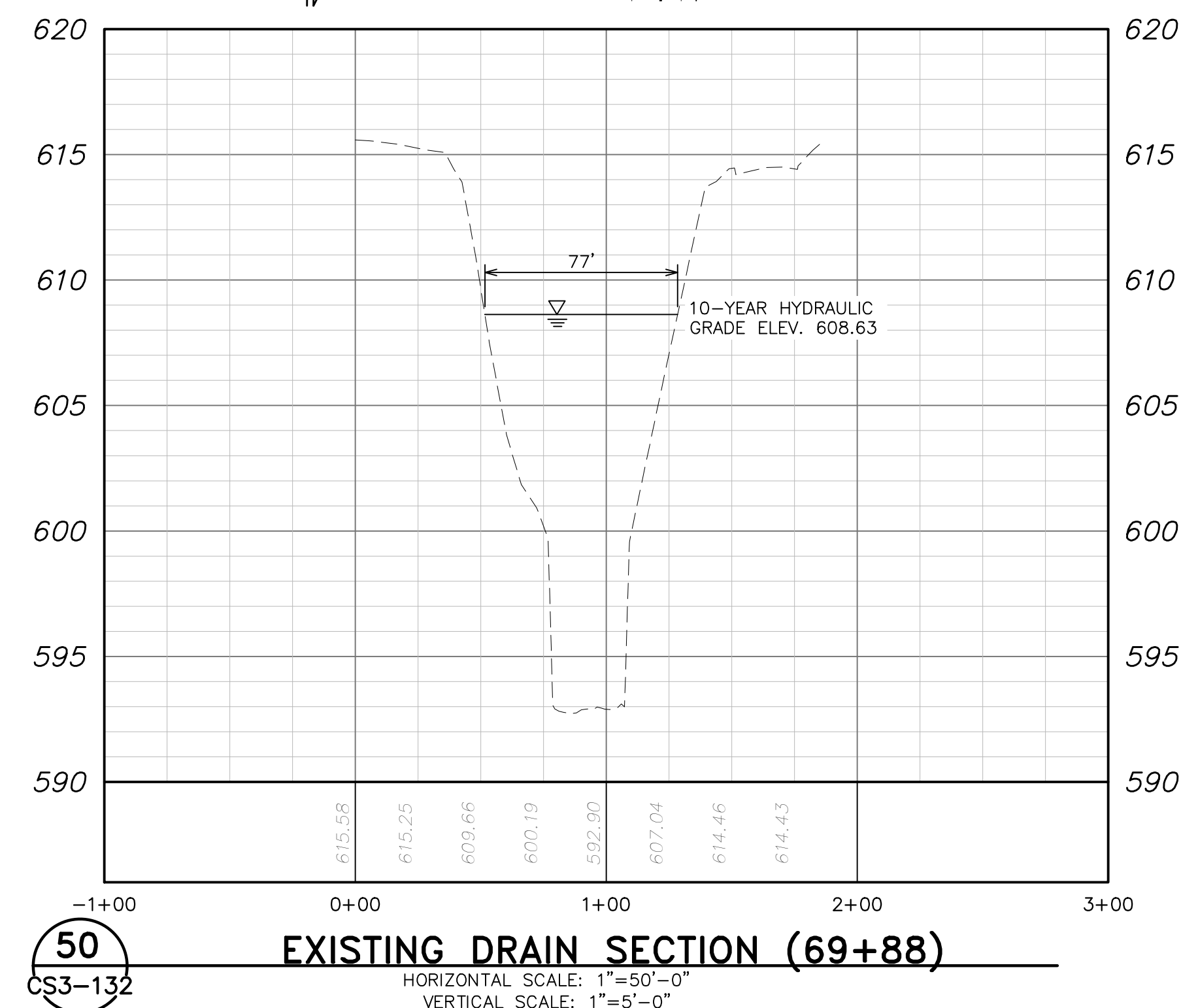
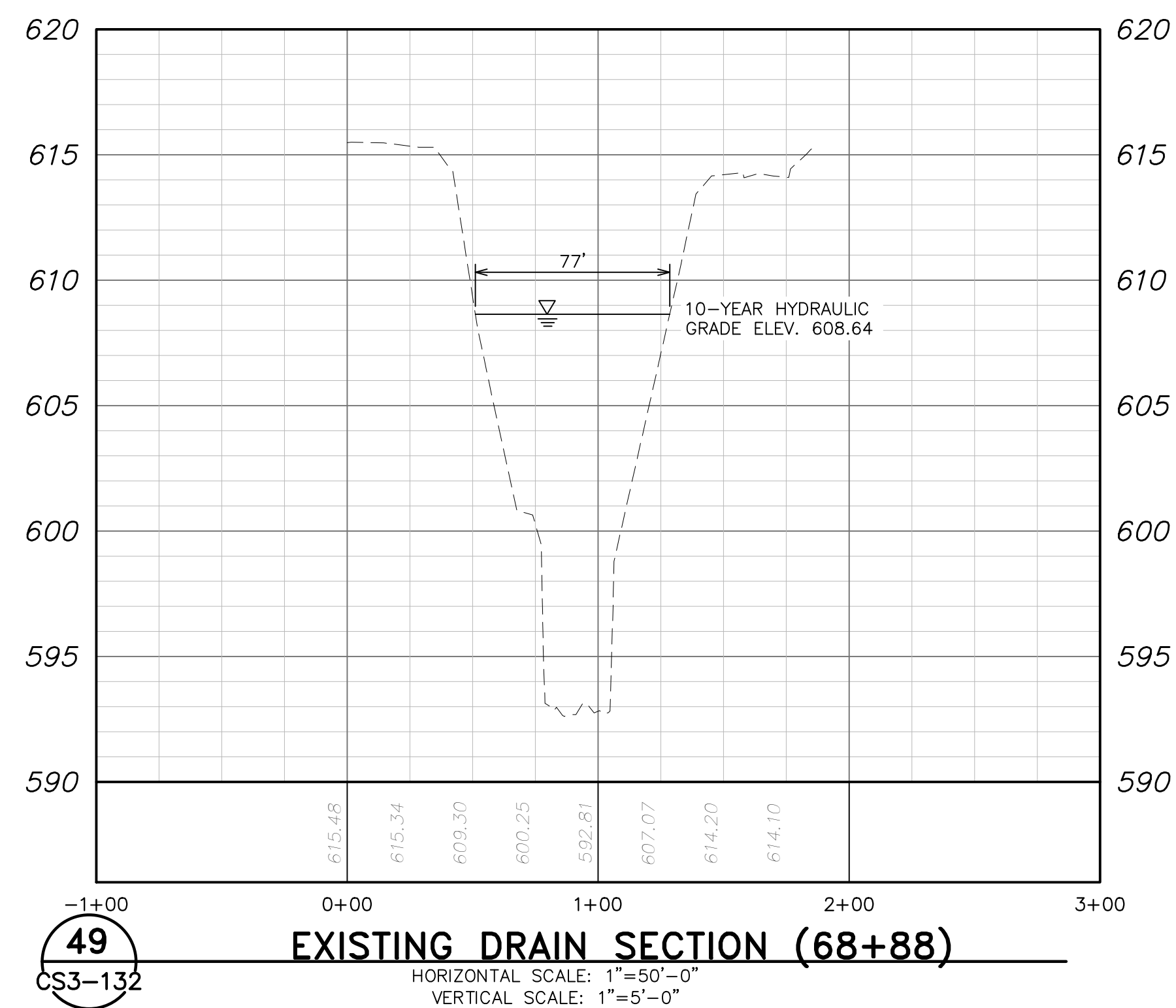
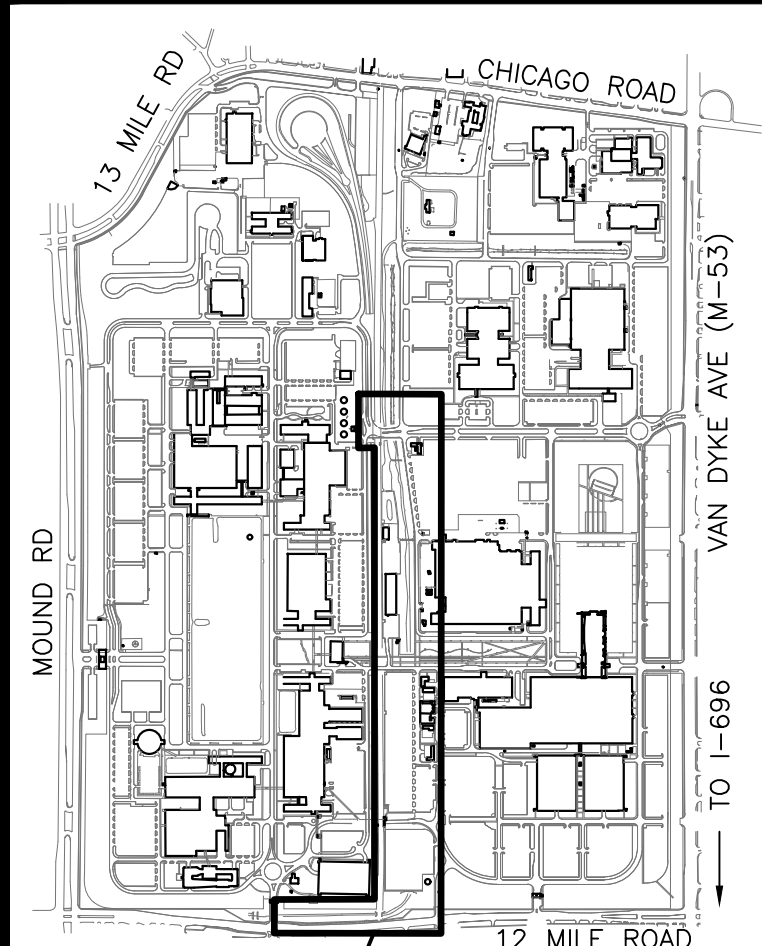
GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN DAYLIGHTING AND GREEN INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-131</b>
DATE FEBRUARY 2022	



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SUPPLIER PE/PM TDL			

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
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GLOBAL TECHNICAL CENTER  
Site ID: 1563  
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Structure ID: 00000  
Level: 00  
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DAYLIGHTING AND GREEN  
INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN SECTIONS**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>CS3-132</b>
DATE FEBRUARY 2022	

# Exhibit D

## Encroachment Analysis

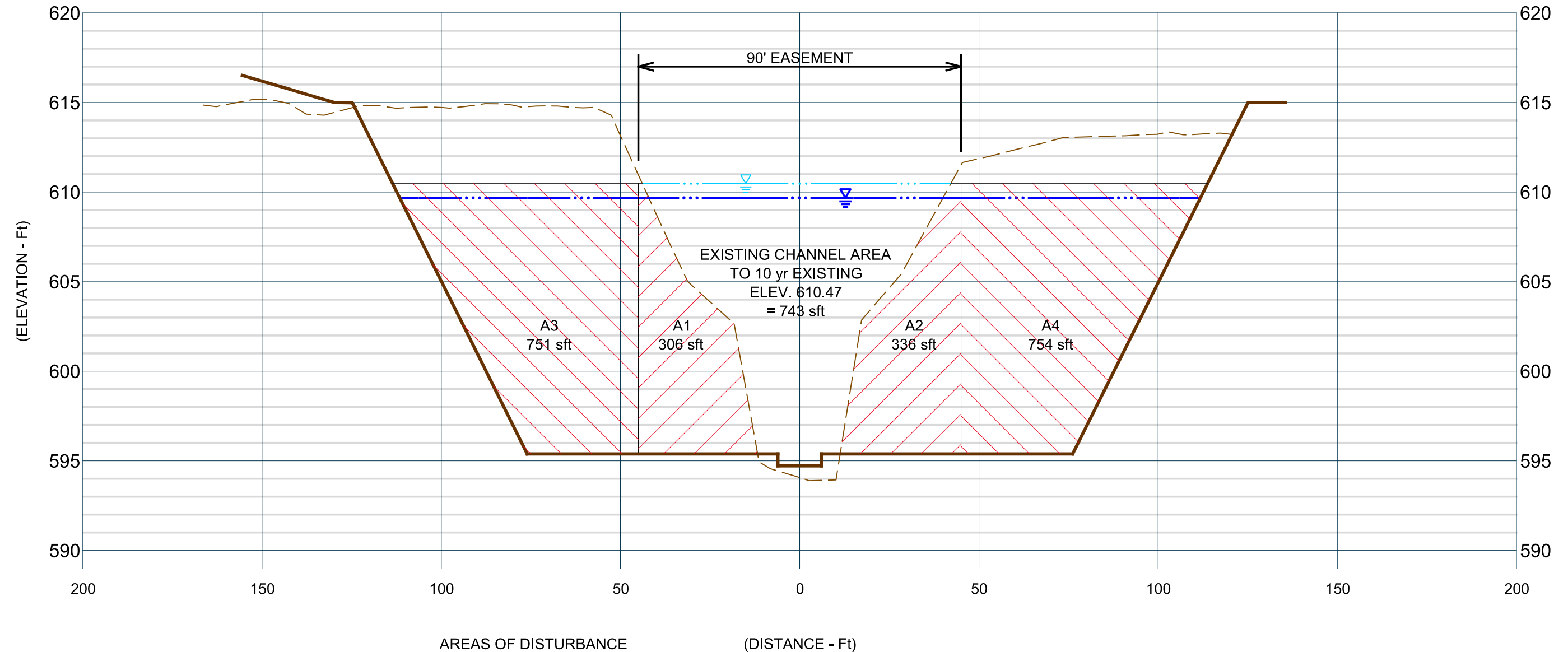
HGL 10 yr  
RC07-S-IN, BEGINNING OF DAYLIGHTING

EXISTING ELEV. = 610.47

PROPOSED ELEV. = 609.67

EXISTING OPEN CHANNEL

PROPOSED OPEN CHANNEL



Cross Sectional Area at 10 year storm event

Proposed Channel = 2890 ft<sup>2</sup>

Existing Channel = 743ft<sup>2</sup>

90ft easement channel = 1385 ft<sup>2</sup>

AREAS OF DISTURBANCE  
ARE TO THE 10 yr EXISTING  
ELEV. 610.47

A1 + A2 = 642 sft

CHANNEL CROSS SECTION

SCALE: 1" = 30' HORIZ.  
1" = 6' VERT.

**DRAINAGE EASEMENT AGREEMENT  
BEAR CREEK INTERCOUNTY DRAIN**

For and in consideration of the payment of One Dollar (\$1.00) and the prospective benefits to be derived because of the establishment, construction, operation, maintenance and improvement of the Bear Creek Intercounty Drain (the “Drain”), an intercounty drain under the supervision of the Bear Creek Intercounty Drain Drainage Board, whose address is 21777 Dunham Road, Clinton Township, Michigan 48036;

General Motors LLC, a Michigan limited liability company, whose address is 300 Renaissance Center MC: 482-C19-GRE, Detroit, Michigan 48265, the owner of lands described in *Exhibit 1* (“Property”), “Grantor”, now conveys and grants to the Bear Creek Intercounty Drain Drainage District (“Drainage District” and sometimes referred to as “Grantee”), whose address is 21777 Dunham Road, Clinton Township, Michigan 48036, a non-exclusive easement for purposes of establishment, construction, operation, maintenance and improvement of the Drain over and across a portion of the Property (“Drainage Easement”), as legally described and depicted in *Exhibit 2* (“Drainage Easement Area”) attached hereto and made a part hereof, and the Drainage District hereby accepts such Drainage Easement upon the terms and conditions contained herein (the “Agreement”).

**1. Scope of Drainage Easement**

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, subject to the terms and conditions of this Agreement, a non-exclusive easement over the Drainage Easement Area solely for the uses and purposes of drainage and with such rights of entry upon, passage over, temporary storing of equipment and materials including excavated earth during construction activities as may be necessary or useful for the establishment, construction, operation, maintenance, and improvement of the Drain (the “Permitted Use”). This conveyance shall also be deemed sufficient to vest in the Drainage District, subject to the terms and conditions of this Agreement, a non-exclusive easement over the Drainage Easement Area for the clearing and/or grading of the Drainage Easement Area and the spreading and/or removal of spoils and excavated materials.

**2. Use of Drainage Easement by Grantor**

Non-movable or permanent structures shall not be constructed by Grantor, its agents, employees, or contractors within the specific limits of the Drainage Easement Area without the prior written consent of the Drainage District. Notwithstanding the foregoing, Grantor shall have the right to construct, maintain, repair, and replace the structures and improvements within the

Drainage Easement Area as depicted in the attached *Exhibit 3* (“Structures”) without Drainage District’s consent. In the event that maintenance and/or improvement of the Drain requires the removal or relocation of the Structures within the Drainage Easement Area, the Drainage District shall provide Grantor at least 180 days prior written notice and Grantor shall be solely responsible for the costs and expenses of the relocation and removal of the Structure. The Drainage District shall be responsible for the costs of repair to any damage to Structures as a result of negligence by Drainage District or its subcontractor during activities in the Drainage Easement Area.

Grantor retains, reserves, and shall continue to enjoy the use of the Drainage Easement Area for any and all purposes which do not materially and adversely interfere with, obstruct the use of, or prevent the use by Grantee of the Drainage Easement. In the event that Grantor materially and adversely obstructs or prevents the use by Grantee of the Drainage Easement (“Obstruction”), Grantee shall notify Grantor in writing of the Obstruction and Grantor shall have 21 calendar days after the date of such notice to correct the same, provided however, if Grantor has commenced such corrections within said 21 calendars days and thereafter diligently proceeds to correct same, Grantor shall have such additional time as reasonably necessary to make such corrections. In the event Grantor fails to make such corrections per the foregoing sentence, such Obstruction may be removed by Grantee in accordance with the procedures set forth in the Drain Code at Grantor’s expense. However, if the Obstruction constitutes an emergency (*i.e.*, any circumstance that would pose an objectively unreasonable risk to the health or safety of persons or property) (“Emergency”), then the Grantor shall remove the Obstruction immediately, and/or the Drainage District may do so.

### **3. Entry on Property**

Grantor also grants Grantee, subject to the terms and conditions of this Agreement, a non-exclusive easement over the Property as provided in the next three paragraphs for the sole purpose of ingress and egress to the Drainage Easement Area.

Grantee shall coordinate ingress and egress to the Drainage Easement Area with Grantor for operation, maintenance, and repair of the Drain. Subject to the following terms and conditions, the Drainage District shall have the right to enter the Drainage Easement Area for inspection with 3 days’ notice to Grantor and for maintenance or repair to the Drain with a minimum of 7 days’ notice to Grantor. In an Emergency, Grantee need only give as much prior notice, if any, as is reasonably practical before accessing the Drainage Easement Area.

Grantee shall use best efforts to access the Drainage Easement Area during the hours of 8:00 am to 3:00 pm. At any time that Grantee is on the Property, Grantor may require that Grantee be escorted and/or accompanied by one of Grantor’s employees. Grantee will be entitled to access the Drainage Easement Area through the main gate to the Property, or any other access point that Grantor permits in Grantor’s sole discretion; provided that while on the Property, Grantee shall, and shall cause all of its employees, agents, suppliers, contractors, subcontractors, vendors, representatives, and invitees (each, a “Grantee Party,” and collectively, the “Grantee Parties”), to remain on paved roads and driveways to the extent reasonably possible, will use its best efforts to minimize the interruption of Grantor’s business, will observe all Grantor’s rules and regulations conveyed to Grantee in writing, including, without limitation, all reasonable security, safety, and

traffic requirements, and will repair or replace any damage caused by Grantee's accessing the Property. No loitering, firearms, weapons, or cameras of any kind will be permitted on the Property. Grantee's employees may use cell phones with cameras in connection with Grantee's business operations in the Drainage Easement Area; provided, however, that none of Grantee's employees will take photographs, videos, or other digital recordings of Grantor's products or personal property. This section is intended only to allow Grantee to travel over the surface of portions of the Property other than the Drainage Easement Areas in order to access the Drainage Easement Area, and is not intended to authorize Grantee to excavate, construct, or conduct other activities on such portions of the Property other than the Drainage Easement Area.

Except as otherwise provided herein, if the Property including, without limitation, fences, gates, utility lines, driveways, parking areas, ditches, drains, and landscaping (collectively, "Property Improvements"), shall be disturbed by Grantee by reason of the exercise of any of the foregoing rights, then the Property shall be restored to substantially the condition that existed prior to entering upon said Property by the Grantee, its contractors, agents, or assigns, at Grantee's cost. Notwithstanding the foregoing, Grantee shall not be responsible for restoring any Structures or Property Improvements within the Drainage Easement Area that are not depicted in Exhibit 3, as it may be amended from time to time (and any such amendment shall be duly filed with the Registrar of Deeds).

#### **4. Maintenance/Improvement Activities on Drain by Grantor in Drainage Easement Area**

Grantor may perform maintenance activities on the Drain within the Drainage Easement Area at the Grantor's sole expense with the prior written approval of the Drainage District to the extent such maintenance does not require a permit under Mich. Comp. Laws 324.30101 et seq. Grantor shall provide the Drainage District with a Drainage Easement Area Maintenance Plan, which may be updated annually. Grantor shall provide a summary description of maintenance activities performed within the Drainage Easement Area that are inconsistent with or beyond the scope of the Drainage Easement Area Maintenance Plan within 90 days after such activities are complete. Grantor may perform maintenance activities requiring a permit under Mich. Comp. Laws 324.30101 et seq. or any other non-maintenance activities in the Drainage Easement Area only with the prior written approval of the Drainage District and subject to the applicable permits.

The parties' use of the Drainage Easement Area, including, without limitation, all construction, operations, inspections, repairs, and maintenance conducted by either party on the Drainage Easement Area will be in conformity with safe practices and will at all times be in compliance with all local, state, and federal laws, statutes, rules, and regulations pertaining thereto. Grantee acknowledge and agree that in the event Grantee identifies the presence, or the potential presence, of any Hazardous Substances in or about the Drainage Easement Area or Property, that party Grantee will immediately stop such activity and will promptly notify Grantor. Thereafter, any further activity at the impacted area will commence only upon the agreement of Grantor and, after having taken into consideration whether any corrective action, if any, may be necessary.

#### **5. Insurance**



Prior to accessing the Property, Grantee and/or the Grantee Parties shall obtain and maintain, at their sole cost and expense, insurance policies providing the following coverages during maintenance and/or improvement activities in the Drainage Easement Area:

(a) Commercial general liability insurance, which shall include contractual liability, with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and aggregate for bodily injury or property damage.

(b) Business automobile liability insurance, including owned, non-owned, and hired automobile insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and aggregate for bodily injury or property damage.

(c) Worker's compensation insurance having such limits and containing such terms and conditions as are required under applicable law.

(d) Employer's liability insurance in limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) each employee for bodily injury by accident and Two Hundred and Fifty Thousand Dollars (\$250,000) each employee for bodily injury by disease.

All insurance policies required to be procured and maintained by Grantee and/or the Grantee Parties hereunder will (i) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; (ii) with the exception of employer's liability insurance and worker's compensation insurance, insure and name Grantor as an additional insured; and (iii) contain an express waiver of any right of subrogation by the insurance company against Grantor. Prior to accessing the Property, the Grantee and/or the Grantee Parties shall deliver to Grantor certificates of insurance evidencing the coverages required herein. Grantor shall have the right to request reasonable increases to the minimum insurance amounts over the term, but not more frequently than once per ten (10) years.

## **6. AS-IS; ASSUMPTION OF RISK**

The Drainage Easement is subject to any and all matters of record and those matters which a personal inspection of the Property would reveal. GRANTEE ACCEPTS THE DRAINAGE EASEMENT AND DRAINAGE EASEMENT AREA "AS IS". GRANTEE ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANY OF GRANTOR'S AFFILIATES HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY GRANTEE. GRANTOR SHALL NOT BE LIABLE FOR, AND GRANTEE WAIVES AND COVENANTS NOT TO SUE FOR, ALL CLAIMS FOR LOSS OR DAMAGE, ECONOMIC OR OTHERWISE, TO GRANTEE OR DAMAGE TO PERSON OR PROPERTY (TANGIBLE OR INTANGIBLE) SUSTAINED BY GRANTEE OR ANY PERSON CLAIMING BY, THROUGH OR UNDER GRANTEE RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN, ON OR ABOUT THE PROPERTY, OR ANY PART OF THE DRAINAGE EASEMENT AREA, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS, THEFT OR DAMAGE, RESULTING FROM ANY CAUSE WHATSOEVER, EXCEPT TO THE EXTENT CAUSED BY GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GRANTEE SHALL USE AND OCCUPY THE DRAINAGE EASEMENT AREA AND PROPERTY AT GRANTEE'S OWN RISK. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **7. Indemnification**

To the extent allowed by law, Grantee will defend, indemnify, protect, and save harmless Grantor, its Affiliates (as defined below), and their respective members, managers, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (together, the “Grantor Parties”) from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, “Losses”), that: (i) arise from Grantee’s established liability under PA 222 of 2001; (ii) result from any default of this Agreement or any provision hereof by Grantee. Said indemnification shall not apply to any Losses resulting from Grantor’s negligence nor from claims resulting from the release of Hazardous Substances on the Property prior to Grantee’s use of the Drainage Easement Area, as long as Grantee has been in compliance with the Due Care Plan and has not exacerbated any existing Hazardous Substances in connection with any such claim. Grantee’s obligations under this paragraph will survive the termination of this Agreement. “Affiliate” means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, managers, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person will be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. “Person” means an individual, partnership, limited liability company, association, corporation or other entity.

## **8. Environmental**

Grantee, its agents, employees and contractors will not at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on or about the Drainage Easement Area or the Property in violation of any federal, state or local environmental law, rule, regulation or ordinance. “Hazardous Substances” are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., TSCA, 15 U.S.C. 2601 et seq., CWA, 33 U.S.C. 1251 et seq., or any similar state or local statute, regulation, ordinance or order and shall include any per- and polyfluoroalkyl substances (“PFAS”). Grantee may store and use commercial products and materials containing Hazardous Substances (excluding PFAS) if the commercial products or materials are commonly used in connection with Grantee’s use of the Drainage Easement Area. Grantee will provide Grantor with a list of these products and materials before such products and materials are delivered to the Drainage Easement Area and will not otherwise introduce or use any other Hazardous Substances on the Drainage Easement Area or the Property without the prior written permission of Grantor, which approval will not be unreasonably withheld. Grantee will comply with all environmental laws and regulations and will take such other actions as may be reasonably required to protect the Drainage Easement Area and the Property against environmental liabilities, including, without limitation, promptly cleaning up and/or remediating any spills or discharges of Hazardous Substances associated with its use of the Drainage Easement Area or the Property. Without limiting the foregoing, if the presence of any Hazardous Substances on or about the Drainage Easement Area or the Property caused or permitted by Grantee after the Effective Date, results in any

contamination of any portion thereof, Grantee will promptly take all actions at its sole cost as are necessary to return the Drainage Easement Area or the Property to the condition existing prior to the introduction of any such Hazardous Substances, subject to obtaining Grantor's prior written consent to the actions to be taken by Grantee, which consent may not be unreasonably withheld. The terms and provisions of this paragraph will survive the expiration of this Agreement. Grantee acknowledges that Grantor may need continued access to the Drainage Easement Area during the term of this Agreement to investigate and remediate any environmental concerns on the Property. In such case, Grantor will exercise reasonable efforts to avoid unreasonably interfering with Grantee's operations on the Drainage Easement Area. Grantee will provide Grantor with reasonable access to the Drainage Easement Area and with all reasonable cooperation in Grantor's investigations and remediation, if any, including, without limitation, the prompt removal or relocation of vehicles on the Drainage Easement Area. Notwithstanding the foregoing, in the event Grantee fails to fulfill any of its obligations or covenants herein related to Hazardous Substances, Grantor shall have the right to take any and all actions with respect to any such Hazardous Substances, including, without limitation, taking remedial or cleanup actions to address any spills or discharges not properly handled by Grantee, to Grantee's detriment and at Grantee's sole cost. In addition, Grantor shall have all of its rights and remedies at law or in equity, but in no event shall such occurrence result in the termination of this Agreement. Grantee acknowledges that Grantor may need continued access to the Drainage Easement Area during the term of this Agreement to investigate and remediate any environmental concerns on Property. Grantor shall exercise reasonable efforts to avoid materially interfering with Grantee's operations on the Drainage Easement Area.

Grantee acknowledges that the Drainage Easement Area is regulated as a "facility" (as that term is defined by MCL § 324.20101(1)(s)) and is subject to the "due care" provisions of Michigan Public Act 451, Part 201. Grantee acknowledges and agrees that Grantee has received and reviewed a copy of the Due Care Plan, dated December 3, 2021, including, without limitation, that certain Declaration of Restrictive Covenant (the "Restrictive Covenant") recorded in Liber 22764, Page 619 of the Macomb County Register of Deeds (collectively, and as amended or updated, the "Due Care Plan"), that has been prepared for the property in accordance with Section 20107a of Part 201 of the Michigan Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The Due Care Plan covers the Drainage Easement Area and additional property as shown therein. Grantee covenants and agrees that Grantee shall (A) perform its activities within the Property in a manner that considers and includes the requirements contained in the Due Care Plan to the extent applicable to Grantee's activities, and (B) without limiting the preceding clause, obtain Grantor's prior written consent, which Grantor may grant, withhold, and condition in its sole discretion, before beginning any work in or otherwise disturbing any part of the Drainage Easement Area that is subject to any land, use, or other restriction set forth in the Restrictive Covenant. Grantee and its representatives shall keep the information and details within the Due Care Plan confidential except as it relates to Grantee's activities pursuant to this Drainage Easement.

Grantee acknowledges and agrees that wetlands or protected habitat may be present in, or in close proximity to, the Drainage Easement Area. Grantee covenants that Grantee shall be responsible, at its sole cost and expense and in accordance with all applicable laws, for any wetlands mitigation or protected habitat considerations that may be necessary as a result of

Grantee's entry into or use of the Drainage Easement Area. Any proposed wetlands mitigation or protected habitat considerations by Grantee shall be subject to Grantor's prior written approval, which approval shall be granted or denied in its sole discretion.

## 9. Notices

All notices or other communications provided for under this Agreement will be in writing, signed by the party giving the same, and will be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor:	General Motors LLC c/o GM Real Estate 300 Renaissance Center MC 482-C19-GRE Detroit, MI 48265 Attention: Global Director of Real Estate
With a copy to:	General Motors LLC Legal Staff 300 Renaissance Center Mail Code: 482-C25-A68 Detroit, MI 48265 Attention: Real Estate Counsel
If to Grantee:	Bear Creek Intercounty Drain Drainage Board 21777 Dunham Road Clinton Township, MI 48036
With a copy to:	Fahey Schultz Burzych Rhodes 4151 Okemos Road Okemos, MI 48864 Attention: Stacy L. Hissong

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

## 10. Miscellaneous

10.1 It is understood and agreed between the parties that 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 materially and adversely affect Grantee's Drainage Easement.

10.2 This Agreement shall be governed by the laws of the State of Michigan. Any modification of this Agreement must be in writing and must be signed by both parties.

10.3 If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

10.4 It is understood and agreed between the parties that a failure by either party to fulfill a condition or term set forth in this Agreement shall not constitute a waiver of such term or condition.

10.5 It is further understood and agreed between the parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between Grantor and Grantee in any way related to the subject matter hereof, except as expressly stated herein.

10.6 The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

10.7 Grantee will not commit or suffer to be committed any waste or nuisance upon the Drainage Easement Area or the Property. Grantee will take such action as may be reasonably necessary to prevent or terminate any such waste or nuisance arising out of Grantee's use of the Drainage Easement Area or the Property, including, without limitation, any waste or nuisance created by employees, agents, or contractors of Grantee.

10.8 Grantee will keep the Drainage Easement Area and the Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Drainage Easement Area.

10.9 Notwithstanding anything to the contrary contained herein, whenever Grantor is required to obtain the Drainage District's prior written consent, the Drainage District shall not unreasonably withhold, condition or delay such consent.

10.10 Access to the Drainage Easement Area under this Agreement is limited only to Grantee and its contractors who have a legitimate need to use the Drainage Easement Area for the Permitted Use, and Grantee shall cause its contractors to comply with the terms and conditions of this Agreement.

10.11 The Drainage Easement shall be binding upon Grantor and the Drainage District, their successors and permitted assigns, and be deemed to run with the land in perpetuity.

10.12 Nothing in this Agreement, expressed or implied, constitutes a dedication to the public or shall confer upon any person, other than the parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement shall be strictly limited to the purposes set forth in this Agreement. Accordingly, and not in limitation of the preceding

sentence, this Agreement shall not oblige Grantor to grant Grantee (or any other party) any additional easements (or any other rights) whether or not related to the matters set forth in this Agreement.

10.13 The rights granted to Grantee by this Agreement are personal to Grantee. Grantee shall not sell, assignee, or transfer this Agreement or any interest herein, directly or indirectly, without the prior written consent of Grantor, which Grantor may grant or withhold in its sole discretion. Notwithstanding the preceding sentences of this Section, Grantee may assign or transfer this Agreement to an entity that is the successor-in-interest to substantially all of Grantee's business but Grantee and such transferee (A) shall remain jointly and severally liable for Grantee's duties and obligations under this Agreement, and (B) must deliver Grantor written notice of such transfer within thirty (30) days after the occurrence of it.

10.14 Exempt from real estate transfer tax pursuant to: MCL 207.505(a) and MCL 207.526(a).

[Signature Pages Follow]

GRANTOR:

GENERAL MOTORS LLC,  
a Michigan limited liability company

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN                    )  
COUNTY OF \_\_\_\_\_            )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a Michigan limited liability company, as fully authorized to execute all documents necessary and related to the above conveyances, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

GRANTEE:

**BEAR CREEK INTERCOUNTY  
DRAIN DRAINAGE DISTRICT**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN                    )  
COUNTY OF \_\_\_\_\_            )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, on behalf of the Bear Creek Intercounty Drain Drainage District, as fully authorized to execute all documents necessary and related to the above conveyances, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

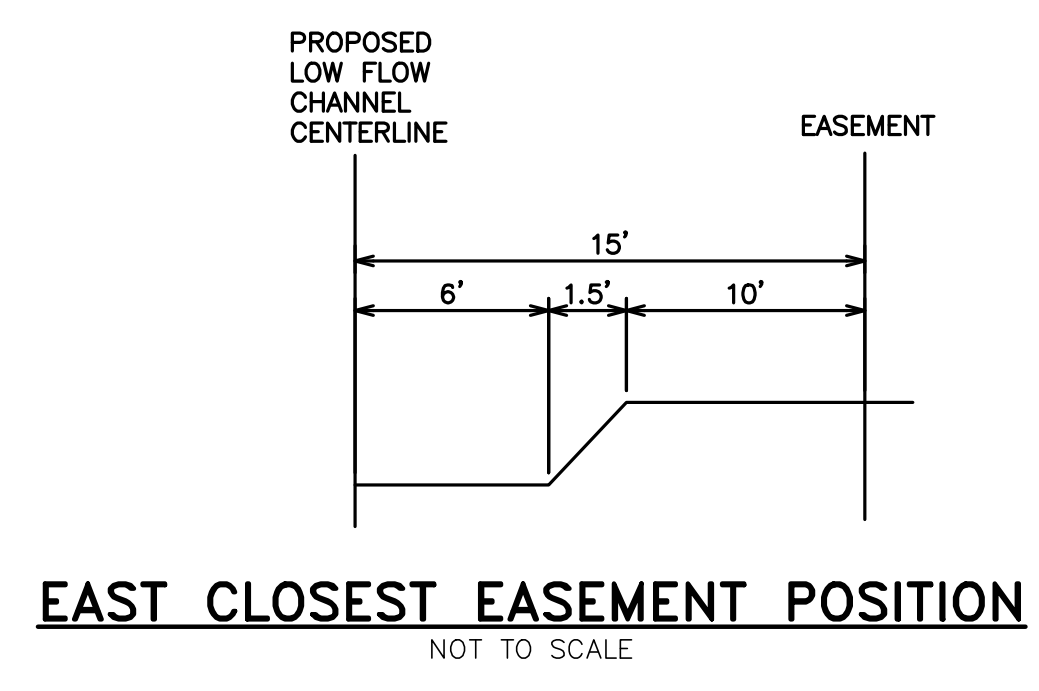
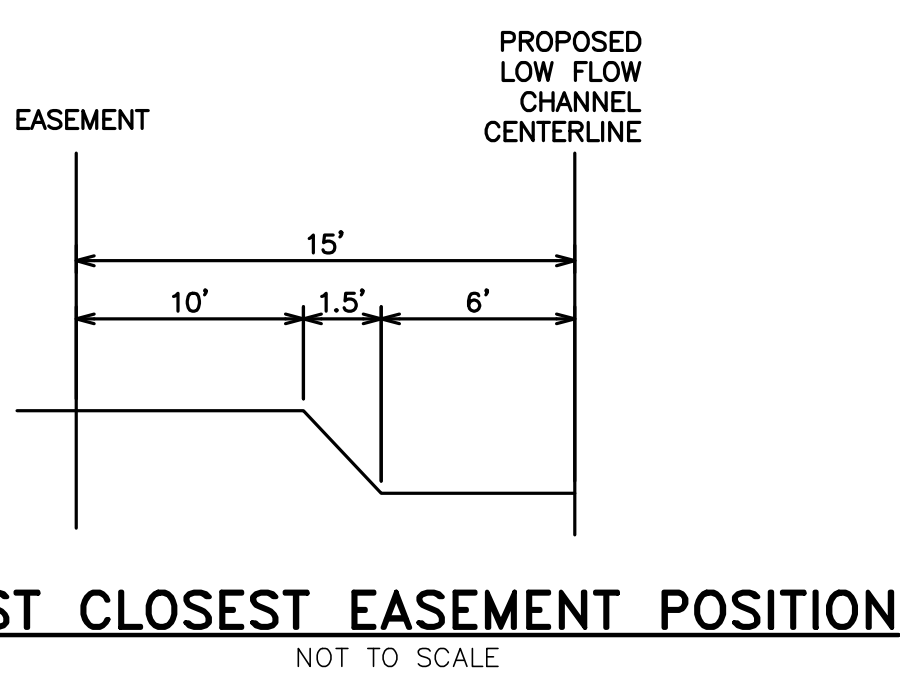
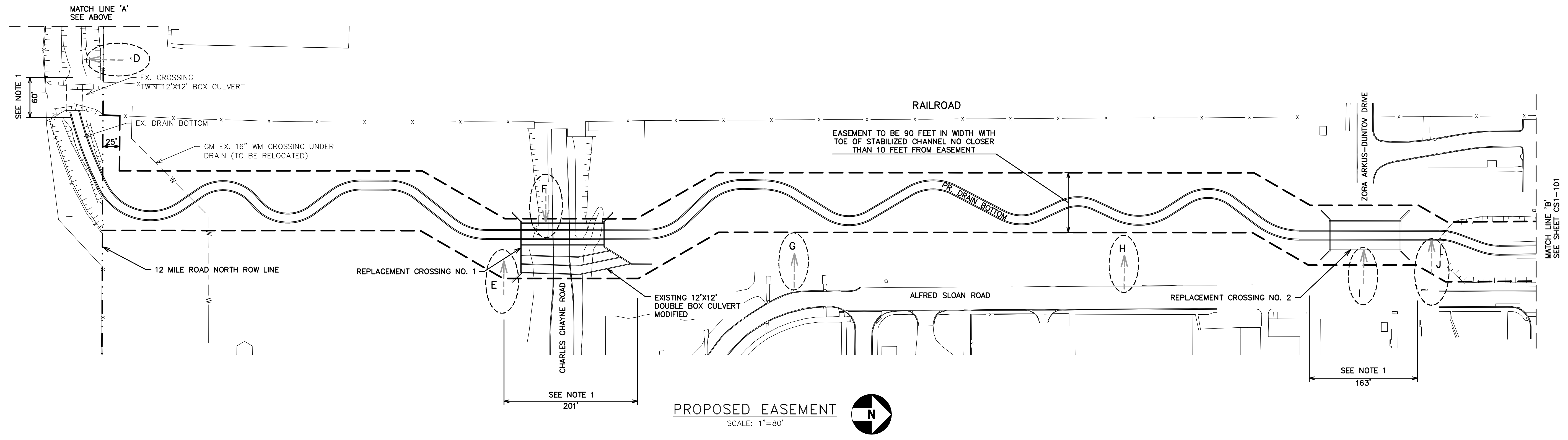
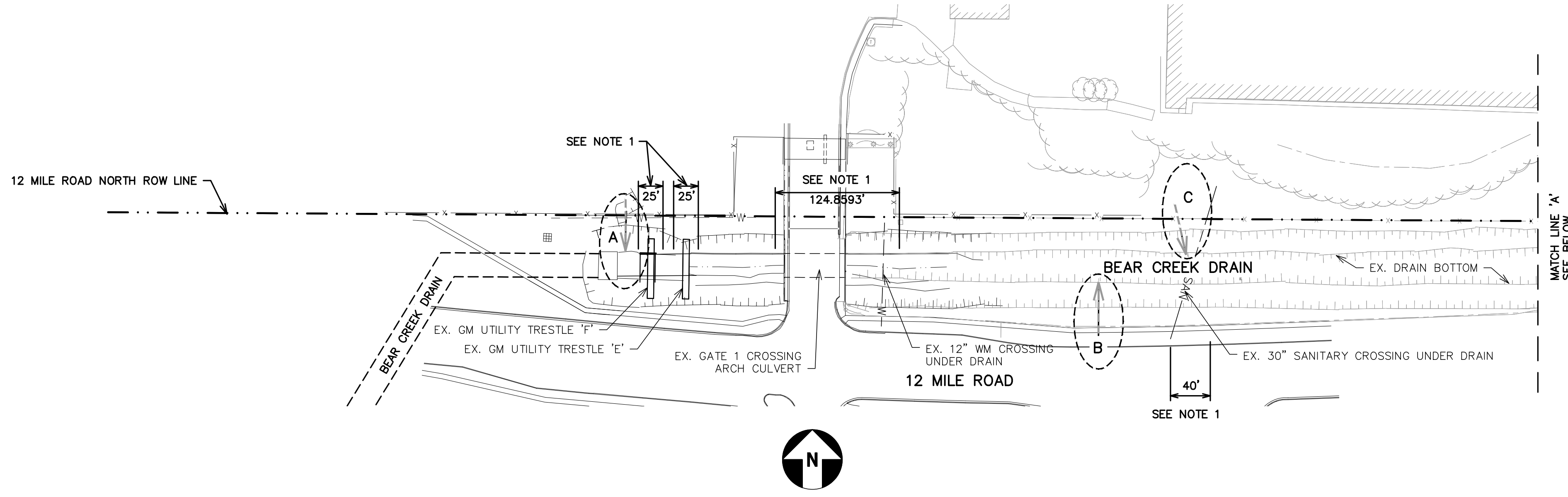
**Drafted By:**

**When Recorded Return To:**

Macomb County Public Works Commissioner  
21777 Dunham Road  
Clinton Township, MI 48036  
(586) 469-5325



STORM SEWER OUTFALL TABLE	
LOCATION	SIZE
A	36"
B	24"
C	36"
D	30"
E	48"
F	24"
G	42"
H	42"
I	36"
J	30"

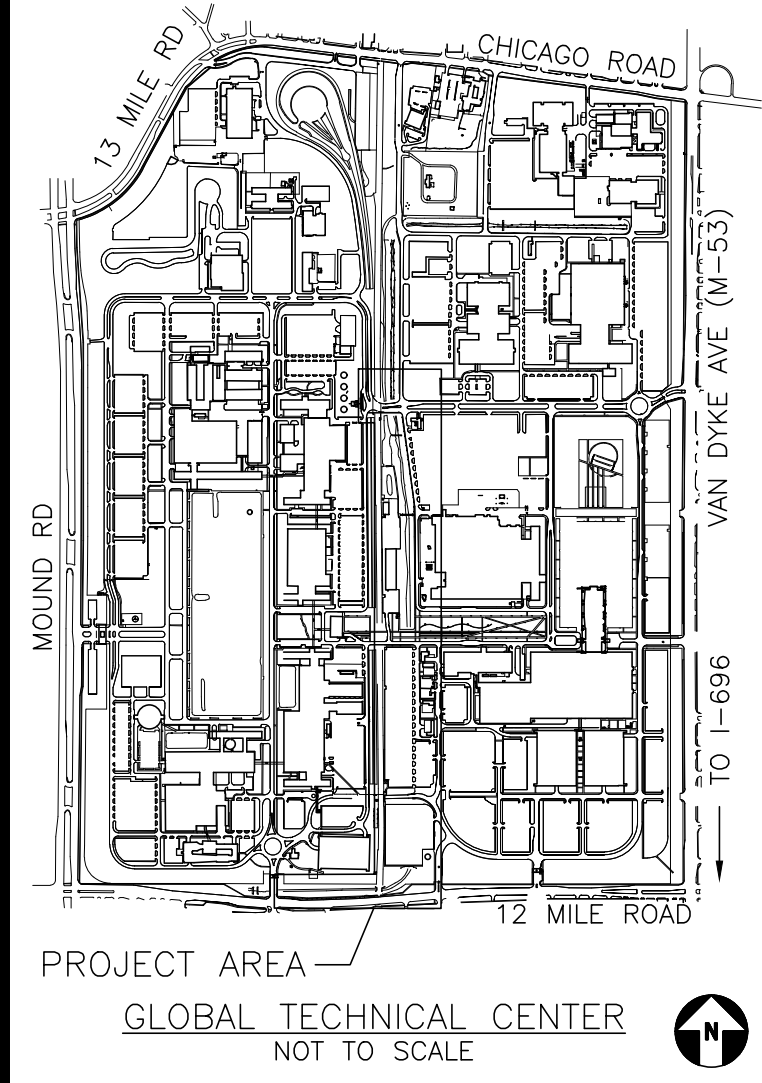


**NOTE 1**

EXISTING/PROPOSED INFRASTRUCTURE CROSSING FOR INSTALLATION, OPERATION, MAINTENANCE, & REMOVAL BY PROPERTY OWNER AS REQUIRED TO FACILITATE THE PROPERTY OWNER NEEDS.

INFRASTRUCTURE IS DEFINED AS FOLLOWS: ROADWAYS, SIDEWALKS, BIKE PATHS, WATER MAINS, POWER (AC/ DC) DUCT BANKS AND CONDUITS INCLUDING CABLING, COMMUNICATION DUCT BANKS AND CONDUITS INCLUDING CABLING, FIBER OPTICS DUCT BANKS AND CONDUITS INCLUDING CABLING, SIGNAL CONTROL CONDUIT INCLUDING CABLING, LIGHT POLES AND CONDUIT INCLUDING CABLING, STORM SEWERS, SANITARY SEWERS, CHILLED WATER SUPPLY AND RETURN PIPING, STEAM PIPING, CONDENSATE PIPING, RECLAIMED WATER LINES, SPARE CONDUITS, UTILITY TRESTLES, AERIAL POLES AND POWER, COMMUNICATION, AND CABLE LINES.

DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
10-27-22	FINAL	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
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REVISIONS	
SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

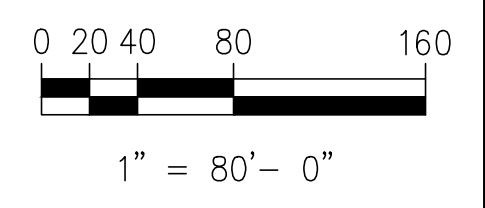
CONSULTANT A/E FIRM INFO & LOGO

**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

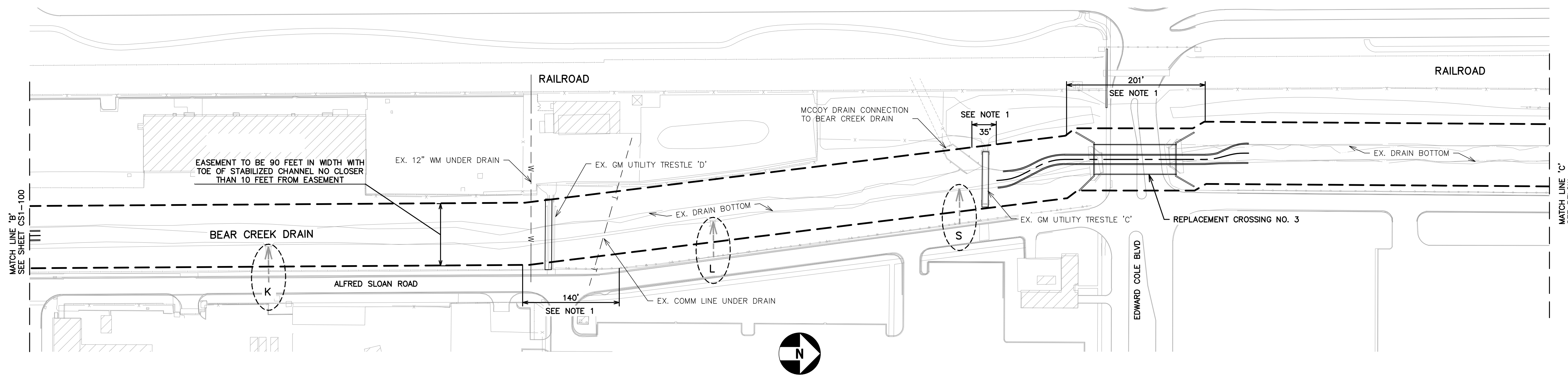
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Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN DAYLIGHTING AND GREEN INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN EASEMENT EXHIBIT 3**

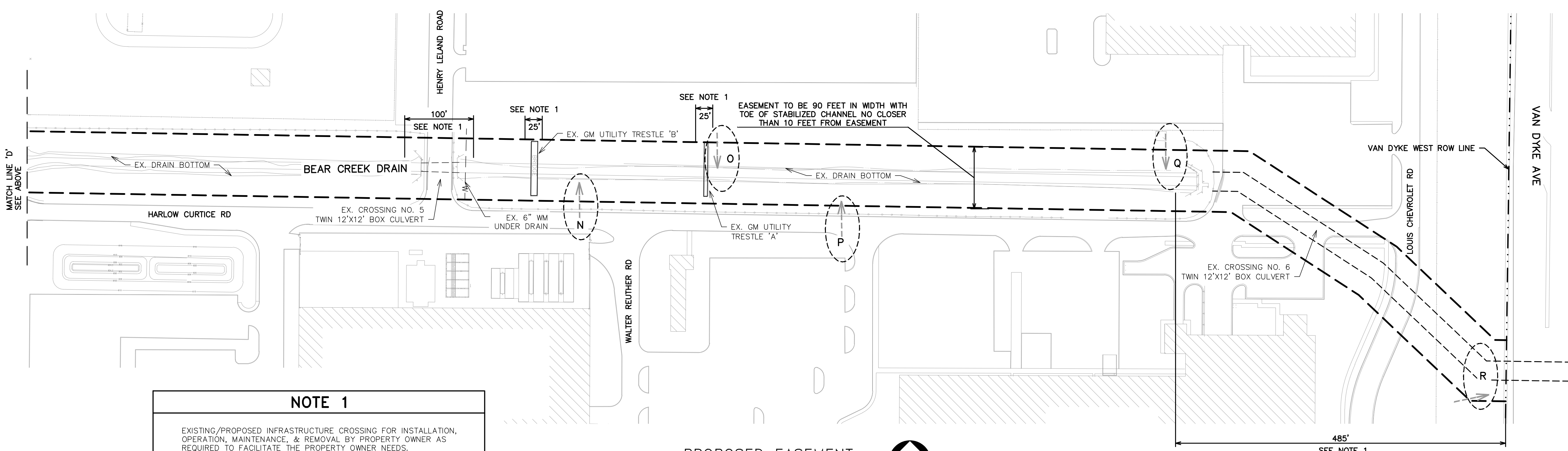
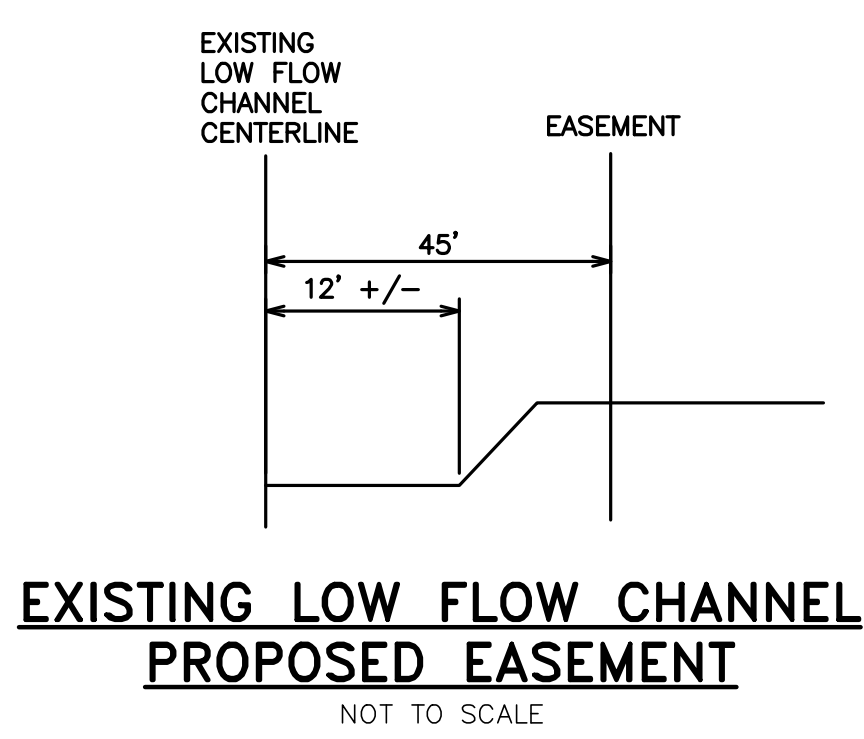
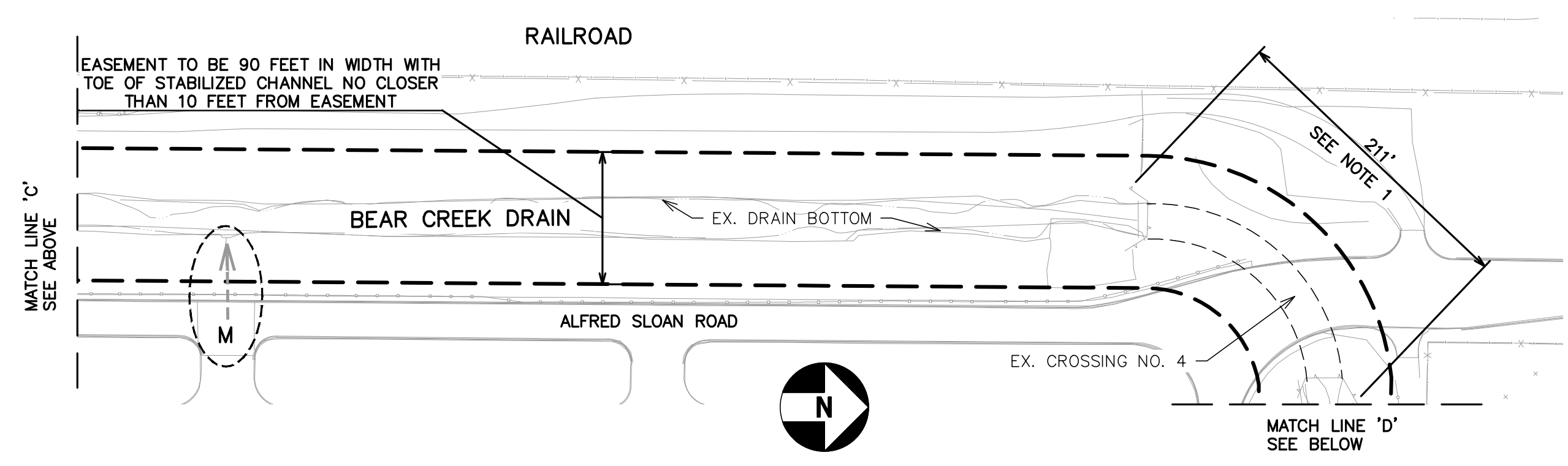
GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER
SCALE AS NOTED	<b>1 OF 2</b>
DATE FEBRUARY 2022	



V:\202104\20210435\C\seasement\_1-of-2.dwg



EXISTING STORM OUTFALL TABLE	
LOCATION	SIZE
K	42"
L	36"
M	24"
N	36"
O	36"
P	36"
Q	36"
R	60"
S	UNKOWN

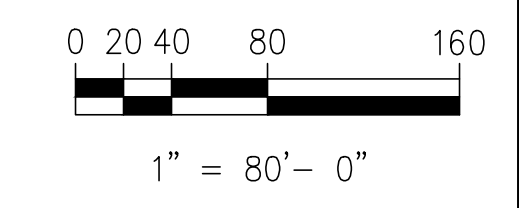


**NOTE 1**

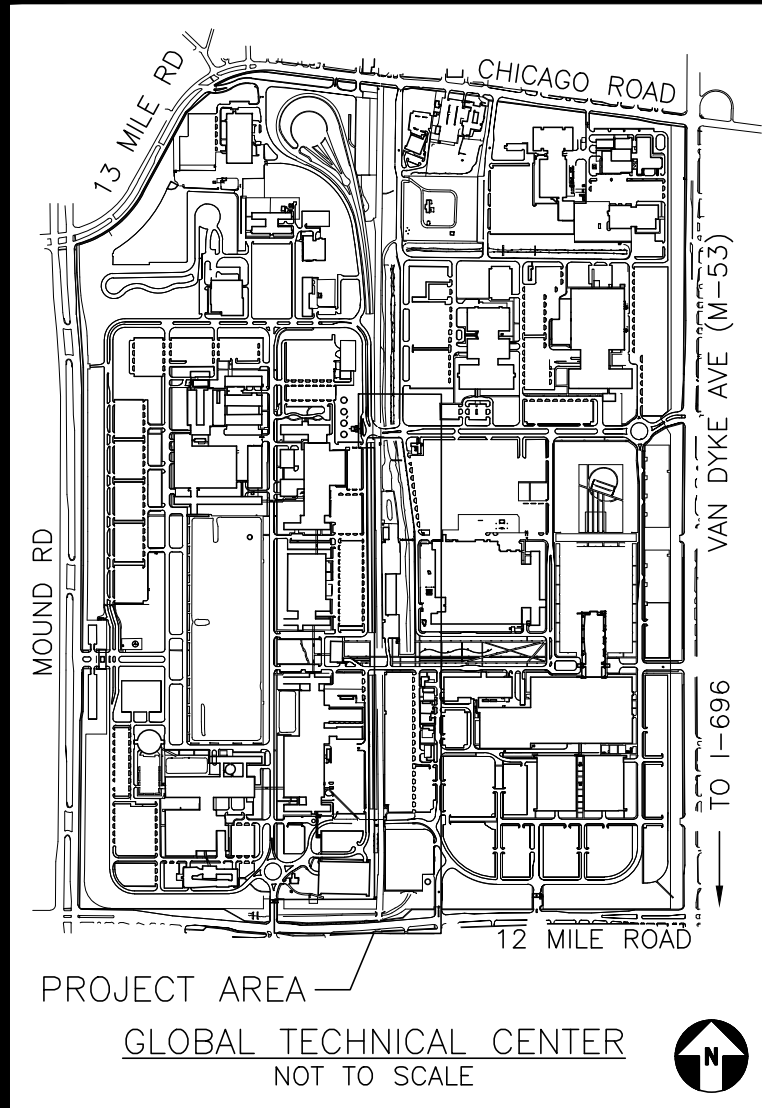
EXISTING/PROPOSED INFRASTRUCTURE CROSSING FOR INSTALLATION, OPERATION, MAINTENANCE, & REMOVAL BY PROPERTY OWNER AS REQUIRED TO FACILITATE THE PROPERTY OWNER NEEDS.

INFRASTRUCTURE IS DEFINED AS FOLLOWS: ROADWAYS, SIDEWALKS, BIKE PATHS, WATER MAINS, POWER (AC/ DC) DUCT BANKS AND CONDUITS INCLUDING CABLING, COMMUNICATION DUCT BANKS AND CONDUITS INCLUDING CABLING, FIBER OPTICS DUCT BANKS AND CONDUITS INCLUDING CABLING, SIGNAL CONTROL CONDUIT INCLUDING CABLING, LIGHT POLES AND CONDUIT INCLUDING CABLING, STORM SEWERS, SANITARY SEWERS, CHILLED WATER SUPPLY AND RETURN PIPING, STEAM PIPING, CONDENSATE PIPING, RECLAIMED WATER LINES, SPARE CONDUITS, UTILITY TRESTLES, AERIAL POLES AND POWER, COMMUNICATION, AND CABLE LINES.

**PROPOSED EASEMENT**  
SCALE: 1"=80'



DATE	ISSUED FOR	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
10-27-22	FINAL	T.D.L.	T.D.L.



NO.	DATE	PROJECT ARCH/ ENGR APPROVAL	DEPT. MGR/ SUPR APPROVAL
REVISIONS			

SUPPLIER PROJECT NO. 20210435	CERTIFIED BY
SUPPLIER DRAWN BY CDM	
SUPPLIER CHECKED BY TDL	
SUPPLIER PE/PM TDL	

CONSULTANT A/E FIRM INFO & LOGO

**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1915  
555 HULEY DRIVE  
BLOOMFIELD HILLS, MICH. P.O. BOX 824  
48303-0824

**Sustainable Workplaces**  
"Creating places you want to be"  
**General Motors Company**  
30400 Mound Road, Warren, MI 48090

GLOBAL TECHNICAL CENTER  
Site ID: 1563  
BEAR CREEK DRAIN  
Structure ID: 00000  
Level: 00  
**THE BEAR CREEK DRAIN DAYLIGHTING AND GREEN INFRASTRUCTURE PROJECT**

**PROPOSED DRAIN EASEMENT EXHIBIT 3**

GM PE/PM G. COMBS	GM JOB NO. 1900000
DRAWN BY CDM	SHEET NUMBER 2 OF 2
SCALE AS NOTED	DATE FEBRUARY 2022

**PETITION TO CONSTRUCT OPEN DRAIN PURSUANT TO SECTION 425 OF THE MICHIGAN DRAIN CODE,  
PUBLIC ACT 40 OF 1956, AS AMENDED**

**BEAR CREEK INTERCOUNTY DRAIN**

To the Bear Creek Intercounty Drain Drainage Board:

Your petitioner does hereby submit this Petition for permission to construct an open drain pursuant to Section 425 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”).

Your petitioner is a landowner within the Bear Creek Intercounty Drain Drainage District who seeks to construct an open drain on its lands. Your petitioner is the sole owner of the lands to be traversed by the proposed open drain. The nature of the ground to be crossed by the proposed open drain will provide for the additional drainage and the surface of the land can be restored.

Your petitioner understands and acknowledges that it shall be liable for the entire expense thereof and that the construction of the open drain shall be done at a time and in a manner as the Drainage Board shall prescribe. Your petitioner also understands and acknowledges that the drain entrance shall be substantially protected from driftwood and debris.

Your petitioner understands that this project shall be administered pursuant to the Drain Code.

Dated: \_\_\_\_\_

**GENERAL MOTORS LLC**

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF                    )

The foregoing was acknowledged by me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_, on behalf of the General Motors LLC.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**AGREEMENT TO CONSTRUCT OPEN DRAIN PURSUANT TO SECTION 425 OF THE MICHIGAN DRAIN CODE, PUBLIC ACT 40 OF 1956, AS AMENDED**

**BEAR CREEK INTERCOUNTY DRAIN**

**THIS AGREEMENT** is made and entered into on this \_\_ day of \_\_\_\_\_ 2022, by and between the Bear Creek Intercounty Drain Drainage, a public body corporate, whose address is , Michigan \_\_\_\_\_ (“Drainage District”), by and through the Bear Creek Intercounty Drain Drainage Board (“Drainage Board”); and General Motors LLC, whose address is 300 Renaissance Center MC: 482-C19-GRE, Detroit, Michigan 48265 (“General Motors”).

**WHEREAS**, the Bear Creek Intercounty Drain (“Drain”) is an intercounty drain partially located within the City of Warren, Macomb County, whose service area encompasses lands in both Macomb County and Oakland County, and established pursuant to Chapter 21 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”); and

**WHEREAS**, the Drain is under the jurisdiction of the Drainage Board, consisting of the Macomb County Public Works Commissioner, the Oakland County Water Resources Commissioner, and the Director of the Michigan Department of Agriculture & Rural Development; and

**WHEREAS**, General Motors is the owner of certain lands located within the Drainage District and traversed by an enclosed portion of the Drain, as described and depicted in **Exhibit A** (“Property”); and

**WHEREAS**, the Drainage District holds certain easements and permits on the Property for the establishment, construction, location, maintenance, and improvement of the Drain (“Drain Easements”); and

**WHEREAS**, General Motors has filed a petition pursuant to Section 425 of the Drain Code for permission to construct an open drain to provide for additional drainage (“Work”); and

**WHEREAS**, Section 537 of the Drain Code, MCL 280.537, authorizes the Drainage Board to incorporate any provision in other chapters of the Drain Code when not contrary to the express provisions of Chapter 21; and

**WHEREAS**, Section 425 of the Drain Code, MCL 280.425, authorizes the Drainage Board to grant permission to a landowner to construct an open drain on their property to provide for additional drainage if the Drainage Board determines the nature of the ground to be crossed will admit thereof and the surface of the land can be restored and if the construction of the open drain and culvert crossings be done at a time and in a manner as the Drainage Board prescribes; and

**WHEREAS**, General Motors is the sole owner of the lands to be traversed by the proposed Work; and

**WHEREAS**, the plans for the Work are attached hereto as **Exhibit B** (“Plans”); and

**WHEREAS**, General Motors has agreed to assume the total cost necessary to perform the Work, including any construction, engineering, permitting, monitoring, inspection, easement acquisition, legal

and administrative expenses and costs attendant to this Agreement, resulting in no costs being incurred by the Drainage District; and

**WHEREAS**, the Drainage Board has reviewed the proposed plans of the Work and has agreed to authorize General Motors to perform the Work, subject to the terms and conditions of this Agreement set forth below; and

**WHEREAS**, the Drainage Board and General Motors wish to vacate, terminate, quit claim and release the Drainage Easements and replace them with a single easement that provides for the establishment, construction, location, maintenance, and improvement of the Drain following the completion of the Work (“Restated Drain Easement”).

**NOW, THEREFORE**, in consideration of the promises and covenants of each, the parties hereto agree as follows:

1. The Drainage District shall administer this project in accordance with the Drain Code.
2. The Drainage District hereby contracts General Motors to perform the Work on the Drain on behalf of the Drainage District as described generally in the Plans attached hereto as **Exhibit B**. General Motors may subcontract all or portions of the Work in its sole discretion. General Motors shall submit detailed construction plans and specifications as they become available for review and approval by the Drainage District. The detailed plans may provide for the Work to be performed in stages and according to a schedule that may be revised by General Motors from time to time as circumstances warrant. No additional activities shall be undertaken by General Motors within the Drain without the prior written approval of the Drainage District, other than as permitted under the Restated Drain Easement.
3. Upon completion of the Work, General Motors shall provide the Drainage District with as-builts of the Work and any appurtenances and request final approval from the Drainage District, not to be unreasonably withheld, conditioned, or delayed. General Motors shall perform with reasonable diligence any remediation or restoration reasonably necessary to conform to the Plans requested by the Drainage District.
4. Upon approval by the Drainage District of the completion of the Work, the open drain on the Property, subject to the terms and rights in the Restated Drain Easement, shall be established as part of the Bear Creek Intercounty Drain.
5. The Work shall be conducted within the area generally depicted on **Exhibit C**, which shall serve to define the drainage easement area until completion of the Work and approval of the Restated Drain Easement under Paragraph 6 below.
6. Upon approval by the Drainage District of the completion of the Work, General Motors shall submit a final Restated Drain Easement conforming to the location and characteristics of the Drain as completed, to the Drainage District for approval, not to be unreasonably withheld, conditioned, or delayed. The Restated Easement shall be in the general form of the draft easement in **Exhibit D**. Upon approval of the Restated Easement, the parties shall file such instruments as are necessary to vacate, terminate,

quit claim and release any and all prior easements for the Drain and replace them with the Restated Easement.

7. The Drainage District shall be responsible for obtaining any and all federal, state, or local permits required for the Work. Conditions of said permits shall be incorporated into the Plans. General Motors shall be responsible for the costs of permits, including but not limited to engineering, monitoring, financial assurances and inspections. General Motors shall be responsible for any and all costs relating to mitigation as required by a permit and pertaining to the Work. General Motors must receive prior written authorization from the Drainage District to utilize any portion of the Drain for purposes of mitigation for the permit.
8. General Motors reserves the right to terminate this Agreement if the terms and conditions of and permits obtained by the Drainage District are not acceptable to General Motors, in its sole discretion.
9. General Motors shall oversee the performance of the Work. General Motors shall notify the Drainage District at least three (3) days prior to: (a) the commencement of the first day of the Work and (b) the commencement of any portion of the Work that may obstruct the flow of water in the Drain as defined by Sections 421 and 422 or the Drain Code, MCL 280.421 and 280.4222.
10. The Drainage District's role is to perform periodic inspection of the work, participation in regularly scheduled construction progress meetings, preliminary and final walk throughs, and if required due to changed field conditions, participate in construction resolution meetings. General Motors shall be responsible for the daily inspection of the work to determine contractor compliance with the approved plans and specifications. Access to the daily inspection reporting will be available to the Drainage District through a secure website used for construction of the project.
11. General Motors shall not obstruct the flow of water in the Drain as defined by Sections 421 and 422 of the Drain Code, MCL 280.421 and 280.422, except as authorized by the Drainage District for the Work.
12. General Motors agrees that the Work on the Drain shall follow the best management practices for soil erosion and sedimentation control for drain construction and those adopted by the Macomb County Public Works Commissioner.
13. a. General Motors shall be responsible for managing (including disposal of) any soils that are disturbed as part of the Work and that are found to have a concentration of any hazardous substance that exceeds relevant criteria as established by the Michigan Department of Environment, Great Lakes and Energy, the United States Environmental Protection Agency or other state or federal agency with jurisdiction. All costs related to hazardous substances found as a result of the Work are solely the responsibility of General Motors.

- b. General Motors, its agents, employees and contractors will not at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on or about the Drainage Easement Area or the Property in violation of any federal, state or local environmental law, rule, regulation or ordinance in conjunction with the Work. "Hazardous Substances" are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 et seq., RCRA, 42 U.S.C. 6901 et seq., TSCA, 15 U.S.C. 2601 et seq., CWA, 33 U.S.C. 1251 et seq., or any similar state or local statute, regulation, ordinance or order and shall include any per- and polyfluoroalkyl substances ("PFAS"). General Motors may store and use commercial products and materials containing Hazardous Substances (excluding PFAS) if the commercial products or materials are commonly used in connection with the Work in the Drainage Easement Area. General Motors will provide the Drainage District with a list of these products and materials before such products and materials are delivered to the Drainage Easement Area and will not otherwise introduce or use any other Hazardous Substances on the Drainage Easement Area or the Drain without the prior written permission of the Drainage District, which approval will not be unreasonably withheld. General Motors will comply with all environmental laws and regulations and will take such other actions as may be reasonably required to protect the Drainage Easement Area and the Drain against environmental liabilities, including, without limitation, promptly cleaning up and/or remediating any spills or discharges of Hazardous Substances associated with its use of the Drainage Easement Area related to the Work. Without limiting the foregoing, if the presence of any Hazardous Substances on or about the Drainage Easement Area or the Drain caused or permitted by the Drainage District after the Effective Date of the Restated Drain Easement, results in any contamination of any portion thereof, General Motors will promptly take all actions at its sole cost as are necessary to return the Drainage Easement Area or the Drain to the condition existing prior to the introduction of any such Hazardous Substances, subject to obtaining Drainage District's prior written consent to the actions to be taken by General Motors, which consent may not be unreasonably withheld. Notwithstanding the foregoing, in the event General Motors fails to fulfill any of its obligations or covenants herein related to Hazardous Substances, the Drainage District shall have the right to take any and all actions with respect to any such Hazardous Substances, including, without limitation, taking remedial or cleanup actions to address any spills or discharges not properly handled by General Motors, to General Motors' detriment and at General Motors' sole cost. In addition, the Drainage District shall have all of its rights and remedies at law or in equity, but in no event shall such occurrence result in the termination of this Agreement.
- c. General Motors acknowledges that the Drainage Easement Area is regulated as a "facility" (as that term is defined by MCL § 324.20101(1)(s)) and is subject to the "due care" provisions of Michigan Public Act 451, Part 201. The Drainage District acknowledges and agrees that the Drainage District has received and reviewed a copy of the Due Care Plan, dated December 3, 2021, including, without limitation, that certain Declaration of Restrictive Covenant (the "Restrictive Covenant") recorded in Liber 22764, Page 619 of the Macomb County Register of Deeds (collectively, and as amended or updated, the "Due Care Plan"), that has been prepared for the property in accordance with Section 20107a of Part 201 of the Michigan Natural Resources and

Environmental Protection Act, P.A. 451 of 1994, as amended. The Due Care Plan covers the Drainage Easement Area and additional property as shown therein. General Motors covenants and agrees that General Motors shall (A) perform its activities within the Drain and Drainage Easement Area in a manner that considers and includes the requirements contained in the Due Care Plan to the extent applicable to General Motors' activities, and (B) without limiting the preceding clause, obtain the Drainage District's prior written consent, which the Drainage District may grant, withhold, and condition in its sole discretion, before beginning any work in or otherwise disturbing any part of the Drainage Easement Area that is subject to any land, use, or other restriction set forth in the Restrictive Covenant. The Drainage District and its representatives shall keep the information and details within the Due Care Plan confidential except as it relates to the Work and to Drainage District's activities pursuant to this Drainage Easement.

- d. General Motors acknowledges and agrees that wetlands or protected habitat may be present in, or in close proximity to, the Drainage Easement Area and the Work. General Motors covenants that General Motors shall be responsible, at its sole cost and expense and in accordance with all applicable laws, for any wetlands mitigation or protected habitat considerations that may be necessary as a result of the Work or its use of the Drainage Easement Area. Any proposed wetlands mitigation or protected habitat considerations by the General Motors within the Drain or Drainage Easement Area shall be subject to Drainage District's prior written approval, which approval shall be granted or denied in its sole discretion.

14. General Motors shall be responsible for the total costs necessary to perform the Work, including any engineering, construction, permitting, monitoring, inspection, legal and administrative expenses and costs attendant to this Agreement as follows:

- a. Reasonable and necessary third-party costs incurred by the Drainage District for engineering and legal reviews, permitting including permit fees, and monitoring and reporting as required to be performed by the Drainage District pursuant to any permit required for the Work shall be invoiced to General Motors with payment due ninety (90) days from receipt (the "GM Reimbursement Obligation"). The total GM Reimbursable Obligation shall not exceed \$50,000 in the aggregate. If the reimbursable third-party costs exceed \$35,000, the Drainage District may request an adjustment to the limitation in the preceding sentence, which shall not be unreasonably denied by General Motors.
- b. Reasonable and necessary Drainage District costs related to Drainage District or Macomb County Public Works staff time to review and issue permits, coordinate permit application, attend project construction progress meetings (assumed to be biweekly), periodic inspections of the Work (assumed to be once weekly), address any concerns by permit agencies, adjacent property owners and municipality, etc. shall be invoiced to General Motors with payment due ninety (90) days from receipt (the "GM Reimbursement Obligation"). This Agreement anticipates 2,000 hours of Drainage District time over a period of four years and a reimbursable expense allowance of \$50,000.00 for a total not to exceed budget



of \$300,000.00. This amount shall be reviewed periodically throughout the duration of the project and if mutually agreed upon the rate and value may be adjusted. The total GM Reimbursement Obligation shall not exceed \$300,000 in the aggregate. If the reimbursable Drainage District costs exceed \$250,000, the Drainage District may request an adjustment to the limitation on reimbursement in the preceding sentence, which shall not be unreasonably denied by General Motors.

- c. The GM Reimbursable Obligation and the GM Reimbursement Obligation limitations in Paragraphs 14.a and 14.b do not include costs related to any Soil Erosion/Sedimentation Control permit required for the Work, which shall be billed separately.
  - d. Invoices for the GM Reimbursable Obligation and the GM Reimbursement Obligation shall be submitted by the Drainage District to GM approximately monthly.
15. General Motors shall have its subcontractor(s) add Drainage District, the Drainage Board, the Macomb County Public Works Commissioner, the Oakland County Water Resources Commissioner, Macomb County, Oakland County, as additional named insureds on insurance policies related to Work. General Motors shall provide the Drainage District with copies of said insurance certificates or endorsement depicting the additional named insureds prior to the commencement of the Work.
16. a. To the extent allowed by law, the General Motors will defend, indemnify, protect, and save harmless the Drainage District and Drainage Board, from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements (collectively, "Losses"), that: result from any default of this Agreement or any provision hereof by General Motors. Said indemnification shall not apply to any Losses resulting from the Drainage District's negligence nor from claims resulting from the release of Hazardous Substances on the Property prior to the Work, as long as General Motors has been in compliance with the Due Care Plan and has not exacerbated any existing Hazardous Substances in connection with any such claim.
- b. General Motors shall procure the professional engineering services and contractor(s) for the design, construction, construction engineering services, and record drawings associated with the Work at no cost to the Drainage District.
- c. In the event that a dispute arises between the parties concerning the subject matter of this Agreement, the parties agree that the dispute will be addressed pursuant to the procedures in this Paragraph 16. In the event that a dispute arises between the parties, the party asserting that a dispute or claim exists under or concerning this Agreement must give written notice to the other party, in the manner specified in the Agreement for the provision of notices the parties. Such written notice shall include a brief

description of the dispute, the party's claim(s) and the amount or other relief sought by the party. The parties then agree to try in good faith to amicably resolve the dispute as soon as possible including the requirement that the parties engage in a face to face meeting, in the city where performance under the Agreement was due, or other location mutually agreed upon by the parties, to seek to resolve the dispute. The dispute resolution meeting must take place within 30 days of the receipt by a party of the dispute noticeletter referenced in this Paragraph. If a party refuses to participate in the dispute resolution meeting required by this Paragraph, the otherparty shall be entitled to specific performance of the meeting obligation upon proper application to a court of competent jurisdiction as well as being entitled to the party's attorney fees and court costs incurred in seeking such specific performance. If the dispute resolution meeting fails to resolve the dispute, the parties agree that the dispute shall be heard in a civil court of competent jurisdiction located in the Michigan, applying local law which can award all relief necessary to fully resolve the dispute.

- d. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Agreement must be in writing and must be signed by the parties.
- e. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- f. This Agreement shall become effective upon its execution by the Drainage District and General Motors and shall become binding upon the successors and assigns of each party.
- g. This Agreement may be terminated by General Motors at any time; provided that, if this Agreement is terminated after any Work has commenced, the General Motors shall be responsible for stabilizing the Drain to allow sufficient flow and shall provide a Restated Easement pursuant to Paragraph 6 of this Agreement with respect to the Work that has been performed and shall cooperate with the Drainage District to complete its obligations under Paragraph 6.
- h. The parties signing this Agreement on behalf of each party are, by said signatures, affirming that they are authorized to enter into this Agreement for and on behalf of the respective parties to this Agreement. Executed copies of this Agreement may be delivered electronically (via email for .pdf) and, upon receipt, shall be deemed originals and binding upon the parties.

*[Signatures to appear on the following page.]*

**BEAR CREEK INTERCOUNTY DRAIN  
DRAINAGE DISTRICT**

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Michael Gregg, Chairperson  
Bear Creek Intercounty Drain Drainage Board

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF                    )

The foregoing was acknowledged by me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Michael Gregg, Chairperson of the Bear Creek Intercounty Drain Drainage Board, on behalf of the Bear Creek Intercounty Drain Drainage District.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**GENERAL MOTORS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF                    )

The foregoing was acknowledged by me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_, on behalf of General Motors LLC.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of : \_\_\_\_\_

## PROPERTY DESCRIPTIONS

LAND SITUATED IN THE CITY OF WARREN, IN THE COUNTY OF MACOMB, STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

**PARCEL A:** (Parcel located east side of Railroad Right of Way)

PART OF THE EAST 1/2 OF SECTION 9 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, INCLUDING UNVACATED PORTIONS OF MARKLAND SUBDIVISION NO. 1, BEING PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, ON PAGE 7, MACOMB COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, RUNNING THENCE N 88°-36'-00" W, ALONG THE SOUTH LINE OF SAID SECTION 9, 60.00 FEET TO A POINT; THENCE N 01°-11'-10" E, 60.00 FEET TO THE SOUTHEAST CORNER OF A TRIANGULAR PARCEL DEEDED TO THE MICHIGAN STATE HIGHWAY COMMISSION FOR HIGHWAY PURPOSES. AS RECORDED IN LIBER 2771 OF DEEDS. ON PAGE 797, MACOMB COUNTY RECORDS; THENCE N 88°-36'-00" W ALONG THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF 12-MILE ROAD (WIDTH VARIES), A DISTANCE OF 27.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED: PROCEEDING THENCE FROM SAID POINT OF BEGINNING. N 88°-36'-00" W, ALONG THE NORTH LINE OF SAID 12 MILE ROAD, SAID LINE BEING 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2341.18 FEET TO THE POINT OF INTERSECTION OF SAID ROAD LINE WITH THE EAST LINE OF THE CONRAIL (PENN CENTRAL) RAILROAD RIGHT-OF-WAY (50 FEET WIDE); THENCE THE FOLLOWING COURSES AND DISTANCE ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY, N 02°-47'-39" W, 17.79 FEET (RECORDED AS N 03°-41'-00" E. 18.07 FEET) TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE W. RADIUS 10536.25 FEET, AN ARC DISTANCE OF 501.39 FEET (RECORDED AS 501.11 FEET) [CHORD BEARS N 02°-21'-11" E 501.34 FEET] (RECORDED AS CHORD BEARS N 02°-19'-15" E. 501.06 FEET) TO A POINT OF TANGENT: THENCE N 00°-57'-30" E. 3585.57 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, RADIUS 21230.41 FEET, AN ARC DISTANCE OF 438.47 FEET (CHORD BEARS N 01°-33'-00" E. 438.46 FEET) TO A POINT OF TANGENT: THENCE N 02°-08'-30" E. 1947.01 FEET TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY WITH THE SOUTH LINE OF CHICAGO ROAD, AS WIDENED, (WITH VARIES); THENCE S 81°-12'-36" E, ALONG THE SOUTH LINE OF SAID CHICAGO ROAD, A DISTANCE OF 220.73 FEET TO A JOG IN SAID ROAD LINE; THENCE N 02°-47'-31" E (RECORDED AS N 02°-12'-30" E), ALONG SAID JOG, A DISTANCE OF 20.13 FEET TO A POINT; THENCE S 81°-12'-36" E. ALONG THE SOUTH LINE OF SAID CHICAGO ROAD, A DISTANCE OF 199.58 FEET TO A POINT; THENCE S 08°-52'-04" E (RECORDED AS S 08°-51'-29" W). A DISTANCE OF 677.54 FEET TO A POINT; THENCE N 87°-50'-45" E A DISTANCE OF 168.40 FEET (RECORDED AS N 87°-55'-30" W, 168.26 FEET) TO A POINT; THENCE S 02°-08'-30" W, A DISTANCE OF 510.36 FEET TO A POINT ON THE LINE COMMON TO SECTIONS 9 AND 4; THENCE S 87°-55'-30" E, ALONG SAID LINE COMMON TO SAID SECTIONS 9 AND 4, A DISTANCE OF 580.00 FEET TO A POINT; THENCE N 02°-10'-49" E A DISTANCE OF 510.02 FEET (RECORDED AS N 02°-08'-30" E 510.36 FEET TO A POINT; THENCE N 10°-38'-22" E A DISTANCE OF 359.52 FEET (RECORDED AS N 10°-42'-06" E 358.24 FEET) TO A POINT; THENCE N 08°-43'-34" E, A DISTANCE OF 251.25 FEET TO A POINT ON THE SOUTH LINE OF SAID CHICAGO ROAD; THENCE S 81°-12'-36" E ALONG THE SOUTH LINE OF SAID CHICAGO ROAD, A DISTANCE OF 1559.69 FEET TO ITS POINT OF INTERSECTION WITH THE WESTERLY LINE OF A TRIANGULAR PARCEL OF LAND ACQUIRED BY THE STATE HIGHWAY DEPARTMENT (LIBER 1553. DEEDS, PAGE 632, MACOMB COUNTY RECORDS) FOR THE WIDENING OF VAN DYKE ROAD (M-53;

THENCE S 42°-45'-13" E ALONG THE WESTERLY LINE OF SAID TRIANGULAR PARCEL, A DISTANCE OF 7.53 FEET TO A POINT ON THE WEST LINE OF SAID VAN DYKE ROAD (WIDTH VARIES); THENCE THE FOLLOWING COURSES AND DISTANCE ALONG THE WEST LINE OF SAID VAN DYKE ROAD, S 01°-38'-50" W, ALONG A LINE 53.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4, 926.53 FEET TO A POINT ON THE LINE COMMON TO SAID SECTIONS 9 AND 4; THENCE N 87°-55'-30" W, ALONG SAID COMMON SECTION LINE, 7.00 FEET TO A POINT; THENCE S 01°-49'-20" W ALONG A LINE 60.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9, 2028.02 FEET TO A POINT; THENCE S 87°-59'-30" E, 7.00 FEET TO A POINT; THENCE S 01°-49'-20" W ALONG A LINE 53.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9, 678.46 FEET TO A POINT; THENCE S 01°-11'-10" W, ALONG A LINE 53.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9, 1301.02 FEET TO A POINT; THENCE N 88°-14'-10" W, 7.00 FEET TO A POINT; THENCE S 01°-11'-10" W ALONG A LINE 60.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID SECTION 9, 1212.61 FEET TO THE NORTHEAST CORNER OF SAID TRIANGULAR PARCEL DEED TO THE MICHIGAN STATE HIGHWAY COMMISSION AS RECORDED IN LIBER 2771 OF DEEDS, ON PAGE 797, MACOMB COUNTY RECORDS; THENCE S 44°-23'-00" W ALONG THE NORTHWESTERLY LINE OF SAID TRIANGULAR PARCEL, A DISTANCE OF 40.39 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP; 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, CONVEYED TO MICHIGAN DEPARTMENT OF TRANSPORTATION IN QUIT CLAIM DEED RECORDED IN LIBER 10190, PAGE 99, MACOMB COUNTY RECORDS. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 12 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 9, S 01°-49'-20" W, A DISTANCE OF 1,056.89 FEET; THENCE LEAVING SAID EAST LINE, N 88°-10'-40" W, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF VAN DYKE AVENUE/M-53 (RIGHT-OF-WAY VARIES), SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, S 01°-49'-20" W, A DISTANCE OF 317.56 FEET; THENCE LEAVING SAID WEST LINE, N 27°-55'-53" W, A DISTANCE OF 28.08 FEET; THENCE N 04°-32'-36" E, A DISTANCE OF 293.51 FEET TO THE POINT OF BEGINNING.

**PARCEL B:** (Parcel located west side of Railroad Right of Way)

PART OF THE PLAT OF ASSESSOR'S ADDITION TO THE VILLAGE (NOW CITY) OF WARREN, EAST 1/2 OF SECTION 5 AND PART OF WEST 1/2 OF SECTION 4, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, AS RECORDED IN LIBER 4 OF PLATS, ON PAGE 62, MACOMB COUNTY RECORDS, AND PART OF THE WEST 1/2 OF SECTION 9, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF MOUND ROAD (204 FEET WIDE), SAID POINT BEING DISTANT S 88°-27'-00" E. A DISTANCE OF 102.00 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 9, AND N 02°-00'-00" E, A DISTANCE OF 85.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 9: PROCEEDING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING COURSES AND DISTANCES ALONG THE EAST LINE OF SAID MOUND ROAD, N 02°-00'-00" E, 2581.08 FEET TO A POINT: THENCE N 01°-26'-40" E. 1760.82 FEET TO A POINT: THENCE N 89°-02'-50" W, 13.10 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE, NOT TANGENT TO THE FOREGOING LINE, CONCAVE TO THE WEST, RADIUS 5831.65 FEET, AN ARC DISTANCE OF 216.68 FEET (CHORD BEARS N 03°-27'-58" W, 216.66 FEET) TO A POINT OF TANGENT; THENCE N 04°-31'-26" W, 66.22 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, RADIUS 5627.65 FEET, AN ARC DISTANCE OF 581.39 FEET (CHORD BEARS N 01°-33'-51" W, 581.13 FEET) TO THE POINT OF INTERSECTION OF THE EAST LINE OF SAID MOUND ROAD WITH THE SOUTH LINE OF RELOCATED CHICAGO ROAD; THENCE THE FOLLOWING COURSES AND DISTANCE ALONG THE SOUTHERLY LINE OF RELOCATED OF CHICAGO ROAD (WIDTH VARIES) ALONG THE ARC OF A CURVE. CONCAVE TO THE NORTHWEST, RADIUS 523.94 FEET, AN ARC DISTANCE OF 694.14 FEET (CHORD BEARS N 53°-48'-00" E, 673.79 FEET) TO A POINT OF TANGENT; THENCE 29°-39'-54" E, 655.94 FEET TO A POINT OF CURVE; THEN ALONG THE ARC OF A CURVE TO THE SOUTHEAST, RADIUS 703.94 FEET, AN ARC DISTANCE OF 330.81 FEET, (CHORD BEARS N 43°-07'-40" E, 327.78 FEET) TO A POINT OF COMPOUND CURVE; THENS ALONG THE ARC OF A CURE, CONCAVE TO THE SOUTH, RADIUS 778.29 FEET, AN ARC DISTANCE OF 449.53 FEET (CHORD BEARS N 73°-04'-39" E, 443.31 FEET) TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF CHICAGO ROAD WITH THE WEST LINE OF THE CONRAIL (PENN CENTRAL) RAILROAD RIGHT-OF-WAY (50 FEET WIDE); THENCE THE FOLLOWING COURSES AND DISTANCE ALONG THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY LINE, S 02°-08'-30" W, 1952.48 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, RADIUS 21280.41 FEET, AND ARC DISTANCE OF 439.51 FEET (CHORD BEARS S 01°-33'-00" W, 439.50 FEET) TO A POINT OF TANGENT; THENCE S 00°-57'-30" W, 3585.57 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST, RADIUS 10486.25 FEET, AN ARC DISTANCE OF 498.73 FEET (CHORD BEARS S 02°-19'-15" W, 498.68 FEET) TO A POINT OF TANGENT; THENCE S 03°-41'-00" W, 20.00 FEET TO THE POINT OF INTERSECTION OF THE WEST LINE OF SAID RAILROAD RIGHT-OF-WAY WITH THE NORTH LINE OF 12 MILE ROAD (WIDTH VARIES; THENCE N 88°-27'-00" W ALONG THE NORTH LINE OF SAID 12 MILE ROAD, SAID LINE BEING 60.00 FEET NORTH OF, AS MEASURED AS RIGHT ANGLES TO AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 2312.62 FEET TO A POINT; THENCE N 43°-13'-30" W, ALONG A STREET LINE CONNECTING THE NORTH LINE OF SAID TWELVE MILE ROAD WITH THE EAST LINE OF SAID MOUND ROAD, A DISTANCE OF 35.22 FEET TO THE POINT OF BEGINNING.

Parcel descriptions taken from survey by Mid-Michigan Engineering & Survey Co., Inc. August 2, 2011.