

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 15, 2017 REGULAR MEETING**

Clerk Lovejoy Roe called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance recited followed by a moment of silent prayer.

Members Present: Clerk Karen Lovejoy Roe, Treasurer Larry Doe
Trustees: Stan Eldridge, Heather Jarrell
Roe, Jimmie Wilson Jr., Monica Ross-Williams

Members Absent: Supervisor Brenda Stumbo

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Ms. Kaiser, Township resident encouraged everyone to email or write letters of disapproval to MDOT in Lansing regarding the roundabout for the North Harris project.

CONSENT AGENDA

A. MINUTES OF THE JULY 18, 2017 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR AUGUST 1, 2017 IN THE AMOUNT OF \$3,888,608.64**
- 2. STATEMENTS AND CHECKS FOR AUGUST 15, 2017 IN THE AMOUNT OF \$846,852.99**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JULY 2017 IN THE AMOUNT OF \$29,718.00 CHOICE HEALTH CARE ADMIN FEE FOR JUNE 2017 IN THE AMOUNT OF \$1,215.00**

C. JULY 2017 TREASURER'S REPORT

Motion by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

Motion carried unanimously.

ATTORNEY REPORT

Attorney Winters introduced County Commissioner Ricky Jefferson and shared that he had been involved in the issues surrounding the Forbes Cleaners and supported the Township's efforts to have the property cleaned up. He also explained that 923 Ecorse Rd., formally known as the Forbes Cleaners, was a contaminated property that had been vacant since 2016. He said Catherine McClary, County Treasurer, had foreclosed on the property and the township had inspected the property not knowing if it

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would be redeemed. He said Treasurer McClary had full control of the property. He reported a Phase I environmental assessment of the property was completed and significant concerns regarding contamination were discovered so a Phase II assessment was needed. He said the Phase I investigation concluded there were 160 gallons of Perc, a carcinogen, on site and it must be removed and transported in a safe manor. He said the township inquired if there would be enough time for a Phase II assessment to be performed because the property was being auctioned on August 25th. Attorney Winters said the township had implored Treasurer McClary to remove this property from the auction pending the outcomes from the Phase II investigation. He reported that nearby residential and business properties were in the zone of potential contamination. He reported the Washtenaw County Brownfield Redevelopment Authority was prepared to pay for the Phase II assessment. He said the Phase II assessment funding was to be approved at the Brownfield Development Authority meeting July 14th. He said Treasurer McClary became perturbed because the township was questioning why the property was still on the auction website when in fact Phase II was not completed. He said legally, this property could be sold at the November auction. Attorney Winters stated that County Treasurer McClary refused to pull the property from the auction. He said MDEQ was concerned so a meeting was called for July 25th. He reported Michael Radzik, OCS Director, Supervisor Stumbo, Clerk Lovejoy Roe and himself along with MDEQ officials and Washtenaw County staff and officials attended the meeting. He said Treasurer McClary refused to take the property off the auction site and she would not explain why she would not take advantage of the \$15,000 funding for the Phase II assessment at the July 25th meeting. He said she finally complied, and hired a different company to complete the Phase II assessment. He said the Phase II initial findings had come back supporting it was a potentially contaminated site. He said the assessment recommended the removal of the barrels. He said the auction website still advertised the property for sale even though the detailed analytical soil results may not come back until August 22nd. Attorney Winters explained that based upon the Phase I results, the Phase II preliminary results that show evidence of Perc on the property, and in light of what happened when public officials knew of the contaminated water in Flint, the property needs to be taken off the website. He reported the township board had repeatedly requested to have this property removed from the auction list as a matter of public safety, health, and welfare. He reported County Commissioner Jefferson had done an outstanding job trying to protect Washtenaw County and had implored Treasurer McClary to take the property off the auction. He said it was an issue of environmental injustice and he said it was not right to have this contaminated property in one of Ypsilanti Township's economic and business corridors.

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OLD BUSINESS

- 1. RESOLUTION 2017-17, CREATION OF SPECIAL ASSESSMENT DISTRICT #209 TURTLE CREEK #2 (PUBLIC HEARING HELD AT THE JULY 18, 2017 REGULAR MEETING)**

Clerk Lovejoy Roe read Resolution 2017-17, Creation of Special Assessment District #209 Turtle Creek #2.

Motion made by Trustee Ross-Williams and supported by Trustee Eldridge to approve RESOLUTION 2017-17, CREATION OF SPECIAL ASSESSMENT DISTRICT #209 TURTLE CREEK #2. (ATTACHED)

Motion carried unanimously.

- 2. REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25 (TABLED AT THE JULY 18, 2209 REGULAR MEETING)**

Motion by Treasurer Doe supported by Trustee Eldridge to remove the item from the table.

Motion carried unanimously.

Motion by Trustee Wilson supported by Trustee Ross-Williams to Approve REQUEST TO APPROVE FIRST AMENDMENT TO THE MASTER DEED OF THE MANORS AT CREEKSIDE VILLAGE PORTION OF PLANNED DEVELOPMENT #25. (ATTACHED)

Motion carried unanimously.

- 3. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL OF LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING COSTS (TABLED AT THE JULY 18, 2017 REGULAR MEETING)**

Motion by Trustee Jarrell Roe supported by Treasurer Doe to remove the item from table.

Motion carried unanimously.

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**Motion by Treasurer Doe supported by Trustee Wilson to Approve
REQUEST OF BRIAN MCCLERRY, ASSISTANT ASSESSOR FOR APPROVAL OF
LETTER OF AGREEMENT FOR SALE OF PARCEL K-11-13-330-001 LOCATED
ON STATE ST. TO JAMES BURNS IN THE AMOUNT OF \$800.00 PLUS CLOSING
COSTS. (ATTACHED)**

The motion carried unanimously.

- 4. REQUEST OF KAREN WALLIN, HUMAN RESOURCES FOR APPROVAL TO
CREATE AND POST AN ELECTION SPECIALIST POSITION (CLASSIFICATION #19)
WITHIN THE AFSCME BARGAINING UNIT (TABLED AT THE JULY 18, 2017
REGULAR MEETING)**

There was no motion to remove this item from the table.

NEW BUSINESS

- 1. BUDGET AMENDMENT #11**

**Motion by Treasurer Doe, supported by Trustee Ross Williams to Approve
Budget Amendment #11. (ATTACHED)**

The motion carried unanimously.

- 2. AUTHORIZE EXECUTION OF DOCUMENTS NECESSARY TO IMPLEMENT
YPSILANTI TOWNSHIP'S SETTLEMENT WITH NEXUS PIPELINE. DOCUMENTS
INCLUDE GRANTS OF EASEMENTS, ORDER OF PAYMENT AND FERC NOTICE**

**Motion by Treasurer Doe, supported by Trustee Wilson to AUTHORIZE
EXECUTION OF DOCUMENTS NECESSARY TO IMPLEMENT YPSILANTI
TOWNSHIP'S SETTLEMENT WITH NEXUS PIPELINE. DOCUMENTS INCLUDE
GRANTS OF EASEMENTS, ORDER OF PAYMENT AND FERC NOTICE.
(ATTACHED)**

Trustee Ross-Williams thanked Attorney Winters for his legal work on this. She said she hoped the public at large could understand this was a difficult decision and that eminent domain was real. She said she hoped that eminent domain could someday be discussed more on a higher legal plane and that it was necessary.

Attorney Winters stated that during the last 10 months the township had handled this issue by representing the entire community of over 55,000

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individuals by looking at a number of different issues pertaining to the Nexus Pipeline. He reported that FERC now had a legal quorum and would be reviewing and approving a number of pipeline projects that had been held in abeyance during the last several months due to a lack of a quorum. Attorney Winters reported that after discussion with other municipalities, none of the multiple municipalities, officials, or the Attorney General's office would weigh in on the Nexus issue from a legal stand point. He said challenging the right of imminent domain would have been a cost to the township not shared by anyone along the 255-mile pipeline, but a cost to the Ypsilanti Township taxpayers alone. He said the township would be looking at the potential of a half a million dollars in legal fees in exchange for property that was valued at \$18,000 to \$40,000. He said the township had done everything in its power to protect township residents such as indemnifying the township of liability regarding operation and maintenance of the pipeline. He said odorization enhancements would be enforced and any requirements attached to a possible odorization waiver would be strictly followed. He said Nexus had obtained over 90 easements from property owners in both Augusta and Ypsilanti Township and he reported that once the final approvals were in place, NEXUS would start the imminent domain process. He stated that the township had been very aggressive in the negotiations with Nexus. Attorney Winters said under the directive of the Township board and the efforts of the legal team of himself and outside counsel, Adam Cohen and John Scheiberhut, they had protected the township as best as they could. He said he believed they had done an excellent job and Nexus would make a payment to the township of \$1.65 million dollars which was just compensation owed to the township for easements. He said the township had not caved in, instead the township stood up to protect the taxpayers. He said he would never advise the Township Board to spend \$500,000 for property estimated to be valued at \$18,000 - \$40,000 to fight imminent domain alone. He said not one community in Washtenaw County agreed to contribute anything to help and that Ypsilanti Township cannot go alone or foot the bill alone. He said the Township cannot change the federal laws and rules regarding imminent domain. He said those decisions were made in Washington D.C. He said the Township was protected through negotiations and the township had received just compensation, recreational activities had been protected, safe guards were in place for indemnification and restoration of properties. Attorney Winters shared that he whole-heartedly recommended that the board approve the documents. He said the documents were in proper form for execution.

Clerk Lovejoy Roy stated that she wanted to thank the attorneys Doug Winters, Adam Cohen and John Scheibelhut for protecting the health and safety of Township residents as much as possible legally under the current

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federal rules and regulations regarding pipelines. She said she appreciated the protection for township taxpayers in regards to the burden of financial liability remaining with Nexus and not our residents.

Patricia Miles, Ypsilanti Township resident, said the Township should not take the money from Nexus but asked if the Township did take the money could it be set aside for potential clean-up if there was a leak. She said she wanted to voice her opposition to this project and knew when FERC had the quorum it would be inevitable. She said this would be bad for the environment and contribute to greenhouse gases. She said we need to ban fracking. She added, I hope you did everything you could because we're all going to regret it. She said there was a campaign against fracking in Michigan.

Another Township resident, Arola Kasier, added this amounts to money. She said imminent domain was something the government had to give permission for. She said if it was not lucrative DTE would charge us for the pipeline.

Motion carried unanimously.

3. 1st READING OF ORDINANCE 2017-474, YCUA SEWAGE DISPOSAL SERVICE RATES (ATTACHED)

Motion by Clerk Lovejoy Roe supported by Trustee Eldridge to Approve the 1st READING OF ORDINANCE 2017-474, YCUA SEWAGE DISPOSAL SERVICE RATES.

| | | | | | |
|-------------|-----|----------|-----|---------------|-----|
| Jarrell Roe | Yes | Eldridge | Yes | Ross-Williams | Yes |
| Lovejoy Roe | Yes | Doe | Yes | Wilson, Jr. | Yes |

Motion carried unanimously.

4. REQUEST APPROVAL OF THE TYLER POND TRESTLE REPLACEMENT AND DAM MODIFICATIONS CONTRACT BETWEEN YCUA AND YPSILANTI TOWNSHIP

Motion by Treasurer Doe, supported by Trustee Eldridge to Approve REQUEST APPROVAL OF THE TYLER POND TRESTLE REPLACEMENT AND DAM MODIFICATIONS CONTRACT BETWEEN YCUA AND YPSILANTI TOWNSHIP. (ATTACHED)

Motion carried unanimously.

5. RESOLUTION 2017-19, CONNECTING COMMUNITIES GRANT

Motion by Trustee Jarrell Roe, supported by Trustee Ross-Williams to Approve RESOLUTION 2017-19, CONNECTING COMMUNITIES GRANT. (ATTACHED)

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Trustee Ross-Williams said she believed this was a great way to connect communities through bicycling and walking.

Motion carried unanimously.

6. REQUEST TO APPROVE ONE YEAR EXTENSION OF MAJESTIC LAKES PD STAGE I WITH NEW EXPIRATION DATE OF SEPTEMBER 18, 2018

Motion by Trustee Wilson supported by Treasurer Doe to Approve REQUEST TO APPROVE ONE YEAR EXTENSION OF MAJESTIC LAKES PD STAGE I WITH NEW EXPIRATION DATE OF SEPTEMBER 18, 2018.

Motion carried unanimously.

7. REQUEST AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE CHIEF BUILDING OFFICIAL POSITION

Motion by Treasurer Doe, supported by Trustee Wilson to Approve REQUEST FOR AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE CHIEF BUILDING OFFICIAL POSITION. (ATTACHED)

Motion by Trustee Jarrell Roe, supported by Treasurer Doe and Trustee Wilson to Approve a FRIENDLY AMENDMENT TO THE MOTION TO INCLUDE LANGUAGE IN THE POSTING THAT WAS ADA FRIENDLY AND TO ALSO INCLUDE AN EEOC STATEMENT IN THE POSTING.

Amended motion carried unanimously.

8. REQUEST AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE PLANNING AND DEVELOPMENT COORDINATOR POSITION

Motion by Trustee Jarrell Roe, supported by Trustee Ross Williams to Approve REQUEST AUTHORIZATION FOR THE HUMAN RESOURCES DEPARTMENT TO FILL THE PLANNING AND DEVELOPMENT COORDINATOR POSITION AND INCLUDE ADA FRIENDLY LANGUAGE AND AN EEOC STATEMENT

Motion carried unanimously.

9. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO AMEND THE CARLISLE WORTMAN PROFESSIONAL SERVICES CONTRACT TO INCLUDE ADMINISTRATIVE SERVICES TO COMPLETE IMPLEMENTATION OF THE MULTIFAMILY INSPECTION PROGRAM IN THE AMOUNT OF \$11,760.00 BUDGETED IN LINE ITEM #249-249-000- 801-000

Motion by Trustee Ross-Williams supported by Trustee Eldridge to Approve REQUEST OF MICHAEL RADZIK, OCS DIRECTOR TO AMEND CARLISLE

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WORTMAN PROFESSIONAL SERVICES CONTRACT TO INCLUDE ADMINISTRATIVE SERVICES TO COMPLETE IMPLEMENTATION OF THE MULTIFAMILY INSPECTION PROGRAM IN THE AMOUNT OF \$11,760.00 BUDGETED IN LINE ITEM #240-249-000-801-000.

Motion carried unanimously.

- 10. REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2374 RAVINEWOOD IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

Motion by Treasurer Doe, supported by Trustee Jarrell Roe to Approve REQUEST OF MICHAEL RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2374 RAVINEWOOD IN THE AMOUNT OF \$10,000 BUDGETED IN LINE ITEM #101-950-000-801-023.

Director Radzik stated that 2374 Ravinewood in the West Willow neighborhood, was bank owned and had been a problem because they had not corrected the violations. He said an administrative warrant was authorized to inspect the property and the certificate of occupancy was revoked. He stated authorization for legal action was necessary to get the bank's attention to rehabilitate the house.

Motion carried unanimously.

- 11. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL PARCEL # K-11-14-403-008**

Motion by Treasurer Doe, supported by Trustee Jarrell Roe to Approve REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR FOR APPROVAL TO ENTER INTO NEGOTIATIONS TO SELL PARCEL # K-11-14-403-008

Brian McCleery, Assistant Assessor, stated that the board approved a new policy a couple years ago to locate and identify township properties to sell. He said the township had to maintain them. He reported that this property was a vacant lot.

He said the neighbor would like to clean up the property and combine it with his own parcel. He said the property couldn't become a rental property. He said the board would need to authorize negotiations in order to sell the property.

Trustee Jarrell Roe asked if the other portion of his home could be used for rent.

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Assistant Assessor McCleery commented that both parcels would be combined into one parcel and would not be allowed to be a rental property.

Motion carried unanimously.

12. REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT FOR APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS

A motion by Trustee Jarrell Roe supported by Trustee Wilson to Approve REQUEST OF ANGELA VERGES, RECREATION SUPERINTENDENT FOR APPROVAL OF AGREEMENT WITH WASHTENAW COMMUNITY COLLEGE FOR EXTENSION CENTER OFFERINGS. (ATTACHED)

Trustee Jarrell Roe stated she is grateful for expanding the project.

Angela Verges stated that the program had grown and she was excited for the opportunity to have them.

Motion carried unanimously.

13. REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO PLACE SURPLUS FIRE EQUIPMENT IN A PUBLIC AUCTION LOCATED AT CHELSEA FAIRGROUNDS ON SATURDAY, SEPTEMBER 23, 2017 AND TO DISPOSE OF ANY UNSOLD EQUIPMENT IN AN ENVIRONMENTALLY FRIENDLY MANNER

Motion by Trustee Ross-Williams, supported by Trustee Eldridge to Approve REQUEST OF ERIC COPELAND, FIRE CHIEF FOR AUTHORIZATION TO PLACE SURPLUS FIRE EQUIPMENT IN A PUBLIC AUCTION LOCATED AT CHELSEA FAIRGROUNDS ON SATURDAY, SEPTEMBER 23, 2017 AND TO DISPOSE OF ANY UNSOLD EQUIPMENT IN AN ENVIRONMENTALLY FRIENDLY MANNER.

Motion carried unanimously.

14. REQUEST APPROVAL OF TWO (2) OPTION AGREEMENTS BETWEEN SBA AND YPSILANTI TOWNSHIP FOR SITE LEASE AGREEMENTS AT 7200 S. HURON RIVER DR, AND 9075 S. HURON RIVER DR. EACH IN THE AMOUNT OF \$370,000.00

Motion by Treasurer Doe and supported by Trustee Jarrell Roe to Approve REQUEST APPROVAL OF TWO (2) OPTION AGREEMENTS BETWEEN SBA AND YPSILANTI TOWNSHIP FOR SITE LEASE AGREEMENTS AT 7200 S. HURON RIVER DR., AND 9075 S. HURON RIVER DR. EACH IN THE AMOUNT OF \$370,000.00. (ATTACHED)

Attorney Winters commented that this was not something that usually happens, but during the last 12-15 months the township had been able to negotiate a significant amount of non-tax revenue. He said the two SBA option

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agreements on the agenda are a part of the success story over the past 12-15 months. He said in 2006 the Township negotiated three separate lease agreements with T-Mobile; 9075 S. Huron River Dr.(Ford lake Park), 7200 S. Huron River Dr.(Civic Center Complex) and the last one on Holmes Road located by YCUA. He said T-Mobile had sold off the Holmes Rd. site to Crown Castle. He said the two on S. Huron River Dr.were under the ownership of SBA Communications. He said you may recall the township entered into negotiations for a lump sum payment of \$340,000 for a cell tower at I-94 and Cadillac. He said the two on the agenda would total \$740,000 or \$320,000 for each cell tower site. He said the total amount equals 14-15 years of lease payments in one lump sum. He said many in the industry were not sure that cell towers would be in use in 14-15 years. He said the township owes almost \$750,000 on the Seaver Farm Bond debt and these proceeds could be used to pay off the debt. He reported the Tyler Dam payment of \$1,000,000.00 from WRAD and ACM, \$340,000 for the cell phone tower in 2016; \$1,650,000.00 from NEXUS gas transmission and the \$740,000 from SBA today, if approved, would total \$3,730,000.00 of non-taxed revenue received over the past 15 months. He said he recommended the option agreements with SBA.

**TREASURER DOE MOVED TO AMEND HIS ORIGINAL MOTION TO ADD
“PROCEEDS FROM THE FUNDS RECEIVED FROM SBA BE UTILIZED TO PAY OFF
THE SEAVER FARM BOND DEBT” AND TRUSTEE JARRELL ROE WHO
SUPPORTED THE ORIGINAL MOTION AGREED TO SUPPORT THE AMENDED
MOTION.**

Amended motion carried unanimously.

**15. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19, 2017
FOR THE CREATION OF THE FOLLOWING SPECIAL ASSESSMENT DISTRICTS**

**A. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER
19, 2017 AT APPROXIMATELY 7:00 PM-CREATION OF A
NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR
MANORS AT CREEKSIDE VILLAGE**

**B. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER
19, 2017 AT APPROXIMATELY 7:15PM- CREATION OF A
NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT FOR
MANORS AT CREEKSIDE VILLAGE**

**Motion by Trustee Eldridge, supported by Ross-Williams to Approve
REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19,
2017 FOR THE CREATION OF THE FOLLOWING SPECIAL ASSESSMENT
DISTRICTS**

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- A. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19, 2017 AT APPROXIMATELY 7:00PM-CREATION OF A NEIGHBORHOOD STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR MANORS AT CREEKSIDE VILLAGE**

- B. REQUEST TO SET PUBLIC HEARING DATE OF TUESDAY SEPTEMBER 19 2017 AT APPROXIMAGTELY 7:15PM-CREATION OF A NEIGHBORHOD CAMERAL SPECIAL ASSESSMENT DISTRICT FOR MANORS AT CREEKSIDE VILLAGE**

Motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO UTILITIES INSTRUMENTATION SERVICE FOR PRODUCTS AND SERVICES TO THE HYDRO STATION TRANSFORMER IN THE AMOUNT OF \$24,730.00 BUDGETED IN LINE ITEM #252-252-000-930-001**

Motion by Trustee Eldridge, supported by Treasurer Doe to Approve REQUEST OF MICHAEL SARANEN, HYDRO OPERATIONS TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE TO UTILITIES INSTRUMENTATION SERVICES FOR PRODUCTS AND SERVICES TO THE HYDRO STATION TRANSFORMER IN THE AMOUNT OF \$24,730.00 BUDGETED IN LINE ITEM # 252-252-000-930-001

Motion carried unanimously.

- 2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR ADA ACCESSIBILITY IMPROVEMENTS AT THE CIVIC CENTER**

Motion by Trustee Eldridge, supported by Trustee Ross-Williams to Approve REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR ADA ACCESSIBILITY IMPROVEMENTS AT THE CIVIC CENTER.

The motion carried unanimously.

- 3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK SEALED BIDS FOR ADDITIONAL GOLF COURSE PATH IMPROVEMENTS**

Motion by Trustee Ross-Williams, supported by Trustee Wilson to Approve REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICE DIRECTOR TO SEEK SEALED BIDS FOR ADDITIONAL GOLF COURSE PATH IMPROVEMENTS.

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Motion carried unanimously.

- 4. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK PROPOSALS FOR A NEW FUEL MANAGEMENT SOFTWARE PROGRAM**

Motion by Trustee Ross-Williams, supported by Trustee Eldridge to Approve REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR TO SEEK PROPOSALS FOR A NEW FUEL MANAGEMENT SOFTWARE PROGRAM.

Trustee Jarrell Roe asked about following proper clean up procedures if gas tanks were closed. Wayne Dudley said that would be required by State law and also by the MDEQ.

Motion carried unanimously.

- 5. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF TWO (2) FURNACES AND AIR CONDITIONING UNITS AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**

Motion by Trustee Wilson, supported by Trustee Eldridge to Approve REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF TWO (2) FURNACES AND AIR CONDITIONING UNITS AT FIRE HEADQUARTERS LOCATED AT 222. S. FORD BLVD.

The motion carried unanimously.

- 6. REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF CARPET AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.**

Motion by Treasurer Doe, supported by Trustee Wilson to Approve REQUEST OF ERIC COPELAND, FIRE CHIEF TO SEEK SEALED BIDS FOR REPLACEMENT OF CARPET AT FIRE HEADQUARTERS LOCATED AT 222 S. FORD BLVD.

Motion carried unanimously.

OTHER BUSINESS

Trustee Ross-Williams made a statement regarding Charlottesville, VA occurrences and she stressed the need for all to condemn hate and extended her prayers to all victims. She also thanked the first responders who helped in Charlottesville.

Motion by Treasurer Doe, supported by Trustee Jarrell Roe to adjourn.

The meeting adjourned at approximately 8:13 p.m.

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Respectfully Submitted,

Brenda L. Stumbo, Supervisor

Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2017-17

Creation of Streetlight Special Assessment District #209 Turtle Creek #2

WHEREAS, on or about APRIL 18, 2017, the Township Clerk received a request from the New West Willow Neighborhood Association, asking the Township Board for additional LED street lighting at the intersection of McCartney Avenue and State Street for the Turtle Creek Subdivision, consisting of 121 parcels, in Ypsilanti Township and for the creation of special assessment district #209 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on May 12, 2017 Lance Alley of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install one (1) street light at the intersection of McCartney Ave. and State St. for the Turtle Creek Subdivision, Ypsilanti Township, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) **“overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole”** with the cost of said improvements being approximately:

| | |
|---|-------------------|
| Total Estimate Construction Cost: | \$1,869.40 |
| Total Lamp Charge For Three (3) Years: | \$439.56 |
| Contribution (Cost minus 3 years revenue): | \$1,429.84 |
| Total Annual Lamp Charges: | \$ 146.52 |

WHEREAS, on May 18, 2017 the Township Clerk received notification from the Township Assessor that the cost of providing street lights for the Lakeview Subdivision, Ypsilanti Township, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) **“overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole”** will be **\$2.41** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.22** per parcel for street lighting, based on general benefit; and

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the July 18, 2017 public hearing, setting forth the district affected in said request, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on July 18, 2017, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against amending said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti determines that the request filed by the New West Willow Neighborhood Association members of the Turtle Creek Subdivision, consisting of 121 parcels, on April 18, 2017, is sufficient for all purposes set forth pursuant to Act 188 of the Public Acts of 1954, as amended.

BE IT FURTHER RESOLVED, that a special assessment district #209 be created for the purpose of providing a street light for the Turtle Creek Subdivision, consisting of 121 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for the Turtle Creek Subdivision, consisting of 121 parcels, which said plans included, *inter alia*, the installation of one (1) “**overhead FED 65 watt autobahn LED with gray housing mounted on a 6’ arm attached to an existing wood pole**” will be **\$2.41** per parcel for a 10-year period; thereafter, said costs shall be estimated at **\$1.22** per parcel for street lighting, based on general benefit.

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-17 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 15, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**FIRST AMENDMENT TO MASTER DEED
OF MANORS AT CREEKSIDE VILLAGE**

S.E. Michigan Land Holding LLC, a Michigan limited liability company, the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being (a) the Developer of Manors at Creekside Village, a residential condominium project located in Washtenaw County, Michigan (the “Condominium Project”), established pursuant to the Master Deed thereof recorded in Liber 4880, Page 66, Washtenaw County Records (the “Master Deed”), and designated as Washtenaw County Condominium Subdivision Plan No. 591, and (b) the Co-owner of Units 3 through 6, both inclusive, 17 through 19, both inclusive, 32, 44 and 45 of the Condominium Project, hereby amends the Master Deed pursuant to Article VIII thereof and Section 2.B. 41 of Article VI of the Bylaws for the purposes described below. Upon the recording of this First Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Bylaws and Condominium Subdivision Plan attached thereto as Exhibits A and B, respectively) will be amended as follows:

1. Article VII of the Master Deed is hereby amended to add a new subparagraph (m) that reads as follows:

The Project is subject to a certain Planned Development Agreement entered into by the Developer and the Township. Pursuant to such Planned Development Agreement:

(i) No part of the storm water detention areas within the Project shall be allowed to remain unkempt, all grass and growth shall be maintained and cut in accordance with Township ordinances and the inlets and outlets shall be kept functioning.

(ii) Without abrogating or limiting Developer’s continuing responsibility to maintain the detention areas during the period of construction thereof, the Association, to the extent not the responsibility of the Office of the Washtenaw County Water Resources Commissioner, shall be responsible for preserving, retaining, maintaining and keeping operational any detention areas and inlet and outlet areas, whether arising under the Planned Development Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention

facilities within the Project (excluding leads that exclusively serve one Unit) and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commissioner, the Association, to the extent not the responsibility of the Office of the Washtenaw Water Resources Commissioner, shall be responsible for the maintenance of such storm drainage and detention facilities and Developer shall have no further maintenance obligations in connection therewith.

(iii) In the event Developer and/or the Association at any time fail to maintain or preserve the detention areas and the inlet and outlet areas in accordance with the Planned Development Agreement, the Township or the Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon Developer and the Association, as applicable, setting forth the deficiencies in Developer's or the Association's maintenance and/or preservation of the detention areas and inlet and outlet areas in accordance with the Planned Development Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas and inlet and outlet areas from becoming a nuisance, may enter upon the detention areas and inlet and outlet areas and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each Unit within the Project, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

2. Section 2.B.9 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

9. No fencing of any type is allowed within any Unit, except for a fence which is (i) not more than four (4) feet in height, (ii) a picket-style design and comprised of wrought iron, aluminum or another material approved by Developer, (iii) black in color, (iv) approved by Developer in writing, and (v) in compliance with Ypsilanti Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls of the Residence, provided, however, that notwithstanding the foregoing, if a Residence (excluding the portion thereof consisting of an attached garage) has an entry door on the side of the Residence, a fence on the side of the house that such entry door is located may extend from the rear of the Residence toward the front of the Residence to a point that is not more than five (5) feet past the point of such door which is closest to the front of the Residence. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than two (2) feet to such sidewalk. A Co-owner shall also obtain such permits and other approvals as may be required for such fencing by Ypsilanti Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

3. Section 2.B.11 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

11. No tent, shack, shed, barn, tree house or other similar outbuilding or structure shall, except as otherwise provided in this Article VI or except as otherwise approved in writing by Developer in its sole discretion, be placed in any Unit at any time, either temporarily or permanently, provided that a shed may be placed in a Unit provided that (i) the shed may be no larger than 120 square feet, (ii) the height of the shed may not exceed fourteen (14) feet as measured from the bottom of the shed to the top most element of the roof of the shed, (iii) the shed must be located within the rear of a Unit and not closer than five (5) feet to any boundary line of the Unit, (iv) the shed is used only as a storage facility, (v) all other aspects of the shed, including the materials comprising the same, are approved by the Developer in writing and (vi) the shed conforms to all Ypsilanti Township ordinances. No tools, equipment or other items of personal property shall be kept or stored immediately adjacent to the shed (e.g., no item leaning or propped against the exterior of the shed). Plans for swimming or bath houses must be specifically approved by Developer and Ypsilanti Township. Notwithstanding the foregoing, camping out in a tent that is erected in the rear yard of a Unit behind a fence installed pursuant to Section 2.B.9. above is permitted provided that such activity is on a temporary, infrequent basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Units.

4. Section 2.B.25 of Article VI of the Bylaws is hereby amended and restated in its entirety to read as follows:

25. No substantially similar front elevation both in style and color of any Residence shall be duplicated on the Unit on either side of the Unit within such Residence is located or the Unit directly across from the front yard of the Unit in question unless approved by Developer as provided in Parts E and F below.

5. Amended Sheets 1 through 8 of Replat No. 1 of the Condominium Subdivision Plan of Manors at Creekside Village, as attached hereto, shall replace and supersede Sheets 1 through 8 of the Condominium Subdivision Plan of Manors at Creekside Village as previously recorded, and Sheets 1 through 8 of the Condominium Subdivision Plan of Manors at Creekside Village as previously recorded shall be of no further force or effect.

6. In all other respects, other than as hereinabove indicated, the Master Deed of Manors at Creekside Village, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated this _____ day of _____, _____.

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Notary Public

County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

Prepared by and when recorded, return to:
Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

[Signature page to First Amendment to Master Deed of Manors at Creekside Village]

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA WILLIAMS
JIMMIE WILSON JR.



Charter Township of Ypsilanti

Assessor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 487-4927
Fax: (734) 484-5159

Letter of Agreement

June 20, 2017

James Burns
2574 State St
Ypsilanti, MI 48198

Dear Mr. Burns

This letter (the "Agreement") summarizes the understanding of the agreement that we reached during our phone conversation. If this Agreement is acceptable to you, please sign below in the space designated for your signature.

The agreement is as follows:

1. Agreement

The following is agreed upon for the Purchase of Township Owned Property:

The property listed below will be purchased for the price of \$800 paid by certified check. The Property is to be combined with purchaser's adjacent commercial parcel on State St parcel id K-11-13-330-005 and will be used in conjunction with A-1 Auto Salvage for the operation of the business. Closing costs, including title search are the responsibility of the purchaser.

Parcel **K-11-13-330-001** described as:
State St - Vacant
Lots 1443 Watsonia Park Subdivision

2. Term

The term of this Agreement ("Term") will commence as of June 22, 2017 and will continue to be in effect for 6 months or until December 22, 2017, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties.

3. Closing

For the agreed upon sum of \$800 plus all closing costs, paid in full by certified check, Ypsilanti Township agrees to sell the above described properties to you via the recording of a Quit Claim Deed in the name of A-1 Auto Salvage & Scrap LLC.

4. Termination

This agreement shall terminate upon the closing of the sale of the above property or the expiration of the Term after December 22, 2017.

If the above correctly expresses your understanding of the terms reached during the negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

Accepted and agreed to on August 16, 2017 by

Brenda L. Stumbo

Brenda L Stumbo, Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

LISAR. GARRETT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires February 25, 2018
Acting in the County of Washtenaw

Yvonne Hancock

Notary Public, Washtenaw County

My Commission Expires on 2-25-18

Accepted and agreed to on _____, 20____ by

James Burns

Notary Public, _____ County

My Commission Expires on _____

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #11**

August 15, 2017

101 - GENERAL OPERATIONS FUND

Total Increase \$174,258.00

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 40 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|---------------------|-----------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$757.00 |
| | | Net Revenues | <u>\$757.00</u> |
| Expenditures: | Salaries pay out -PTO | 101-201-000-708.004 | \$704.00 |
| | FICA | 101-201-000-715.000 | \$53.00 |
| | | Net Expenditures | <u>\$757.00</u> |

Budget for recently scheduled November Election. This will be funded by a reimbursement from the County after the election.

| | | | |
|---------------|-------------------------------|---------------------|--------------------|
| Revenues: | Reimbursement for Elections | 101-000-000-686.000 | \$44,100.00 |
| | | Net Revenues | <u>\$44,100.00</u> |
| Expenditures: | APPOINTED OFFICIALS | 101-215-000-704.000 | \$27,000.00 |
| | REG OVERTIME | 101-215-000-709.000 | \$6,000.00 |
| | OFFICE SUPPLIES - ELECTIONS | 101-215-000-740-010 | \$6,000.00 |
| | PROFNSL SRV-PROGRAMMING BALLO | 101-215-000-801.200 | \$3,500.00 |
| | TRAVEL - ELECTIONS | 101-215-000-860.010 | \$500.00 |
| | EQUIPMENT RENTAL/LEASING | 101-215-000-941.000 | \$1,100.00 |
| | | Net Expenditures | <u>\$44,100.00</u> |

Request to budget for the purchase of an enclosed trailer to transport election supplies. The old truck used for this purpose has been deemed unsafe. Three written quotes have been obtained and the lowest quote for the trailer was received by DR Trailer Sales in the amount of \$4,738. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-------------------------|---------------------|-------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$4,738.00 |
| | | Net Revenues | <u>\$4,738.00</u> |
| Expenditures: | Equipment | 101-215-000-977.000 | \$4,738.00 |
| | | Net Expenditures | <u>\$4,738.00</u> |

Request for additional funds needed for the 1st phase in the Tyler Dam project. The increase is for change orders for additional work to be performed by Dan's Excavating Inc. The administrator of the project is YCUA. As this project progresses, we will bring forth additional budget amendments and keep the Board up to date on the 1.9 million dollar project approved in 2015. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|------------------------------------|---------------------|---------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$124,663.00 |
| | | Net Revenues | <u>\$124,663.00</u> |
| Expenditures: | Capital Outlay - Tyler Dam Project | 101-970-000-971-100 | \$124,663.00 |
| | | Net Expenditures | <u>\$124,663.00</u> |

**CHARTER TOWNSHIP OF YPSILANTI
2017 BUDGET AMENDMENT #11**

August 15, 2017

| | | |
|--|-----------------------|-----------------------------|
| 212 - BIKE, SIDEWALK, RECREATION, ROADS, & GENERAL FUND | Total Increase | <u><u>\$0.00</u></u> |
|--|-----------------------|-----------------------------|

Budget Line Transfer request to complete a transfer between Cost Centers (Departments) as required by resolution. Request to move \$250.00 from Highways & streets debt service interest for agent fees charged for the first time by the Washtenaw County Road Commission. There will be no change to the overall budget.

| | | | |
|---------------|-----------------------|-------------------------|---------------------------------|
| Expenditures: | Highways & Streets | 212-212-000-818.006 | (\$250.00) |
| | | Net Revenues | <u><u>(\$250.00)</u></u> |
| Expenditures: | Debt Service Interest | 212-991-000-991.002 | \$250.00 |
| | | Net Expenditures | <u><u>\$250.00</u></u> |

| | | |
|--------------------------------------|-----------------------|----------------------------------|
| 893 - NUISANCE ABATEMENT FUND | Total Increase | <u><u>\$20,000.00</u></u> |
|--------------------------------------|-----------------------|----------------------------------|

Request to budget funds for several court ordered clean up jobs. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|--------------------------|-------------------------|----------------------------------|
| Revenues: | Prior Year Fund Balance | 893-000-000-699.000 | \$20,000.00 |
| | | Net Revenues | <u><u>\$20,000.00</u></u> |
| Expenditures: | Blight Enforcement Costs | 893-893-000-806.001 | \$20,000.00 |
| | | Net Expenditures | <u><u>\$20,000.00</u></u> |

Motion to Amend the 2017 Budget (#11):

Move to increase the General Fund budget by \$174,258 to \$9,670,578 and approve the department line item changes as outlined.

Move to complete a budget line transfer from one department to another department within the Bike, Sidewalk, Recreation, Roads, & General Fund (BSRII Fund) and approve the department line item changes as outlined.

Move to increase the Nuisance Abatement Fund by \$20,000 to \$58,597 and approve the department line item changes as outlined.

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **The Charter Township of Ypsilanti**, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, having a mailing address of 7200 South Huron River Drive, Ypsilanti, MI 48197-7007 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or thicker size pipeline), relocating within the Easements, and abandoning and removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36"), together with such below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, under, across, and upon the following described land (the "Easement") situated in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, more fully described and referred to as:

TRACT NO(s): MI-WA-119.0040

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1711, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-014

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-1", Drawing No. MI-WA-119.0040, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-1 and made a part hereof.

TRACT NO(s): MI-WA-119.0050

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lot 1710, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-015

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-2", Drawing No. MI-WA-119.0050, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-2 and made a part hereof.

TRACT NO(s): MI-WA-119.0060

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1706, 1707, 1708, 1709, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-016

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-3", Drawing No. MI-WA-119.0060, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-3 and made a part hereof.

TRACT NO(s): MI-WA-119.0070

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1704 and 1705, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-017

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-4", Drawing No. MI-WA-119.0070, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-4 and made a part hereof.

TRACT NO(s): MI-WA-122.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Lots 1450 through

1463, inclusive, Watsonia Park Subdivision, according to the plat thereof as recorded in Liber 6 of Plats, Page 33, Washtenaw County Records. (the "Property").

Parcel No. K-11-13-331-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-5", Drawing No. MI-WA-122.0000, dated 01/15/2016 ("Drawing") attached hereto as Exhibit A-5 and made a part hereof.

TRACT NO(s): MI-WA-127.0000

Being a portion of the land described as being in the Township of Ypsilanti, Washtenaw County, State of Michigan and is described as follows: Lots 519 to 527, Watsonia Subdivision according to the plat thereof as recorded in Liber 6 of Plats, page 33, Washtenaw County Records excepting that part of Lots 519 to 527 of said Watsonia Park Subdivision which lies Westerly of a line 61 feet Easterly of, measured at right angles, and parallel to the hereinafter described construction centerline of the relocated Northbound Detroit Industrial Expressway. The hereinbefore mentioned construction centerline of the relocated Northbound Detroit Industrial Expressway is described as follows: Commencing at the West 1/4 corner of Section 13, T3S, R7E, Michigan; thence North 86 deg. 58' 25" East, along the centerline of State Street in Watsonia Park Subdivision, 103.69 feet; thence South 1 deg. 30' 35" East, 169.27 feet to a point of beginning being the point of curve of a curve to the right, having a chord bearing North 6 deg. 35' 05" East, a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northeasterly along the arc of said curve 809.46 feet to the point of tangent; thence North 14 deg. 40' 46" East, 382.38 feet to the point of curve of a curve to the left, having a radius of 2864.79 feet and a central angle of 16 deg. 11' 21"; thence Northerly along the arc of said curve, 809.46 feet to the point of tangent; thence North 1 deg. 30' 35" West, 896.61 feet to a point of ending on the North line of said Section 13, which lies North 86 deg. 03' 35" East, 450.39 feet from the Northwest corner of said Section 13 as set forth Notice of Filing of Determination of Necessity and Taking Possession of Lands in Liber 889 page 534, Washtenaw County Records. ALSO including the Westerly 30 feet of abandoned Beverly Ave lying adjacent to Lots 519 to 527, Watsonia Park Subdivision, Liber 6 of Plats, Page 33, Washtenaw County Records; said abandonment set forth in Liber 1757, Page 947, Washtenaw County Records. (the "Property").

PART OF Parcel No. K-11-13-232-002

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-6", Drawing No. MI-WA-127.0000, dated 03/16/2016 ("Drawing") attached hereto as Exhibit A-6 and made a part hereof.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of any Temporary Access Road and any Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantee shall provide Grantor with fourteen (14) days advance written notice prior to the start of construction. Grantor shall grant no third party any right to use any Temporary Access Road or any Temporary Work Space prior to the expiration of Grantee's exclusive term to use any Temporary Access Road and/or any Temporary Work Space.

3. Grantee intends to use the area described on the attached Exhibit "A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits, within the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Access Road and any Temporary Work Space) that may interfere with the Grantee's use of the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any

Temporary Work Space and any Temporary Access Road), and the free and full right of ingress and egress, over and across said Easement, any Temporary Access Road and any Temporary Work Space. Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is timely completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same in Grantor's sole and absolute discretion .

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and damages and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Subsequent to the initial construction of the Pipeline Facilities, Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from any exercise of the rights herein granted; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by reasonable and non-negligent efforts to keep the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's exercise of rights under this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

6. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

7. Grantor shall not grade, excavate, fill or flood the Easement, any Temporary Access Road and/or any Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's reasonable discretion.

8. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such gas, oil, or minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it shall be permitted to extract the oil, gas, and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

9. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall inure to the benefit of the parties and their successors, assigns, heirs and legal representatives. The burdens of this Grant of Easement shall run with and against the Property and shall be a charge and burden on the Property and shall be

binding upon and against parties and their successors, assigns, permittees, licensees, lessees, employees and agents.

10. The failure of a party to exercise or any delay of a party in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar that party from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. The parties understand and agree that the persons executing this Grant of Easement are without authority to make any agreement in respect of the subject matter hereof not herein expressed.

12. This Grant of Easement shall terminate, or be deemed to have terminated if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination, Grantee shall furnish Grantor with a release of the Grant of Easement, within a reasonable time following termination, and Grantor shall be under no obligation to disgorge any portion of the consideration paid for the Easement.

13. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons, addresses for all notices and information to be delivered hereunder:

Grantor: The Charter Township of Ypsilanti
Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and
William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen

Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

Grantee: NEXUS Gas Transmission, LLC,
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons' addresses may be changed by the respective party by delivering written notice of such change to the other party.

14. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Michigan. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Michigan federal court having jurisdiction over the county in which the Property is located.

15. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Michigan to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor.

16. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

17. Grantor agrees to sign such additional documents that are needed to adjust for clerical errors or the refusal of the register of deeds to record such documents.

18. Grantee shall indemnify and hold harmless Grantor from and against, and shall reimburse Grantor's reasonable attorney fees arising out of, all claims, actions, suits, charges, demands, causes of action, expenses, injuries, costs, losses, debts and damages occurring as a result of Grantee's exercise of rights under this Grant of Easement including, but not limited to, construction, operation, or failure of the Pipeline Facilities, except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law. Nothing in this Grant of Easement is intended to waive any defense of governmental immunity available to Grantor.

19. At those times NEXUS is performing work within the Easement and/or Temporary Workspace, NEXUS shall ensure that the Easement and Temporary Workspace are clean of its construction debris and litter, which shall not be buried within the Easement or Temporary Workspace.

20. NEXUS agrees to promptly restore the Property to a condition at least equivalent to or better than that which existed prior to the start of construction of the Pipeline Facilities on the Property.

21. If the Easement and/or Temporary Workspace is located in a cultivated field or lawn, NEXUS will remove rocks unearthed during construction activities within the disturbed areas of the Easement and/or Temporary Workspace.


22. This instrument is executed under threat of eminent domain. This instrument is exempt from transfer taxes pursuant to MCL 207.505(a), MCL 207.505(f), MCL 207.526(a), MCL 207.526(f), and MCL 211.8(g).

23. In the event that NEXUS obtains a special permit from the Pipeline and Hazardous Materials Safety Administration ("PHMSA") relating to federal odorization requirements established in 49 CFR 192.625 (the "Special Permit") in connection with its construction of the Pipeline Facilities across Grantor's Property, Grantee shall implement such additional design, construction, safety measures, mitigation measures, protections, and maintenance requirements mandated in said Special Permit (collectively, the "Permit Requirements").

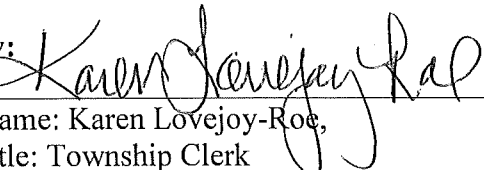
IN WITNESS WHEREOF, Grantor executes this Grant of Easement this _____ day of _____, 2017.

Grantor:

**The Charter Township of Ypsilanti,
A/K/A The Township of Ypsilanti,
a Michigan Municipal Corporation**

By: 

Name: Brenda L. Stumbo,
Title: Township Supervisor

By: 

Name: Karen Lovejoy-Roe,
Title: Township Clerk

Grantee:

**NEXUS GAS TRANSMISSION, LLC,
a Delaware limited liability company**

By:

Tina Faraca

Name: Tina Faraca,
Title: Vice President

ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Washtenaw } SS

On this 21 day of August, 2017, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, who proved to me through satisfactory evidence of identification, which was Personal Identification, acknowledged herself to be Supervisor of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: July 3, 2018

Angela V. Robinson

_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan

ANGELA V. ROBINSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires July 3, 2018
Acting in the County of Washtenaw

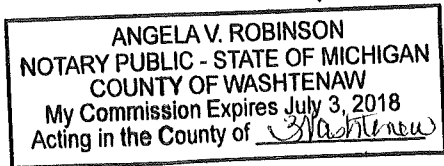
ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Washtenaw } SS

On this 21 day of August, 2017, before me, the undersigned notary public, personally appeared Karen Lovejoy-Roe, who proved to me through satisfactory evidence of identification, which was Personal Identification, acknowledged herself to be Township Clerk of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: July 3, 2018

Angela V. Robinson
_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan



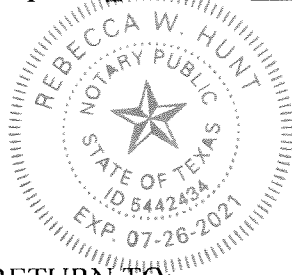
ACKNOWLEDGMENT

STATE OF Texas)
) SS
COUNTY OF Harris)

On this 14 day of August 2017, before me, the undersigned notary public, personally appeared Tina Faraca, who proved to me through satisfactory evidence of identification, which was personally known to me, acknowledged herself to be Vice President of Nexus Gas Transmission, LLC, a Delaware Limited Liability Company, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: 7/26/2021

Rebecca W. Hunt
_____, Notary Public
Harris County, Texas
Acting in Harris County, Texas



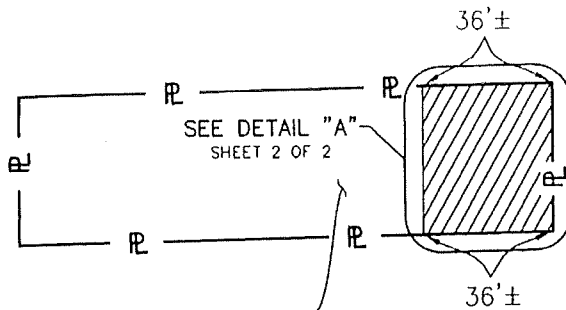
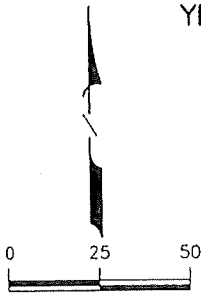
RECORD AND RETURN TO:
NEXUS Gas Transmission, LLC
Attention: Right-of-Way Department
Suite 101-B, 5810 Southwyck Blvd.
Toledo, OH 43614

Tract No: MI-WA-000.0001-SA-6.1-SPRD4,
MI-WA-107.0020,
MI-WA-107.0020-TAR-7-250.2 &
MI-WA-110.0000
State: Michigan

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



TRACT NO. MI-WA-119.0040
 CHARTER TOWNSHIP OF YPSILANTI
 TAX ID NO. K-11-13-331-014

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 1,425 ± SQ. FT.

- NOTES:
1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
 2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
 3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

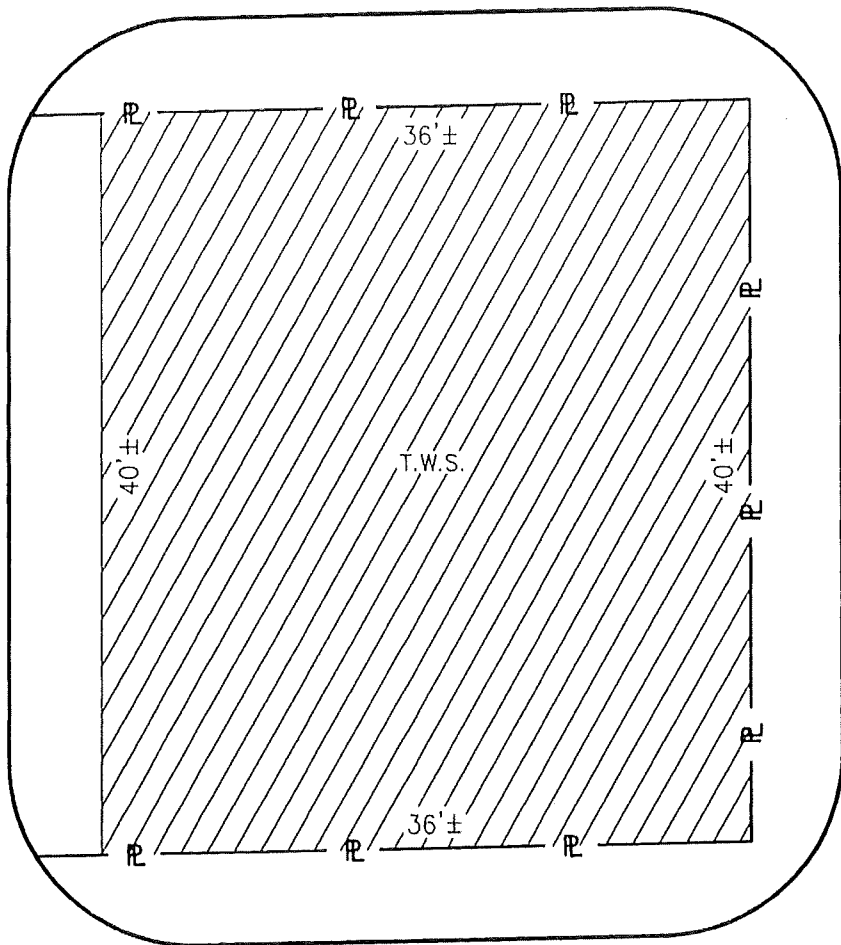
D.A. Parsell 01.31.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

| | | | | | | |
|--|---|---------------------|--|---------------------------------|----------------------------|----------|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: Universal Pegasus INTERNATIONAL <small>A Subsidiary of International Energy Industries COA: Universal Enaco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 1 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | | |
| | | DATE: 01/15/2016 | | | | |
| | | DRAWN: DMB | | | | |
| | | APPROVED: DP | | | | |
| | | SCALE: 1"=50' | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40202 | DWG. NO. MI-WA-119.0040 | REV 0 |

EXHIBIT "A" - 1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016


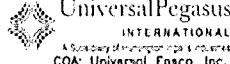
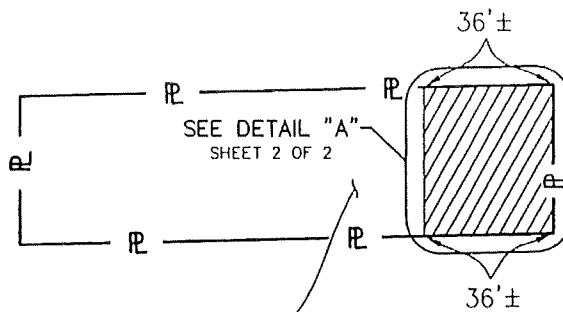
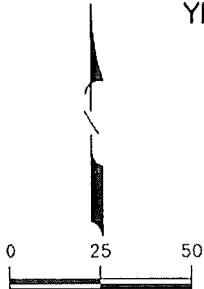
| | | | | | |
|---|---|---|---|---------------------------------|----------------------------|
| PREPARED FOR: NEXUS Gas Transmission, LLC  | PREPARED BY:  A Subsidiary of International Paper & Environment COA: Universal Enasco, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 1 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | |
| | | DATE: 01/15/2016 DRAWN: DMB APPROVED: DP | SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40202 | DWG. NO. MI-WA-119.0040 |
| SCALE: N.T.S. | | | | | |

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



TRACT NO. MI-WA-119.0050

CHARTER TOWNSHIP OF YPSILANTI
 TAX ID NO. K-11-13-331-015

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 1,423 ± SQ. FT.

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

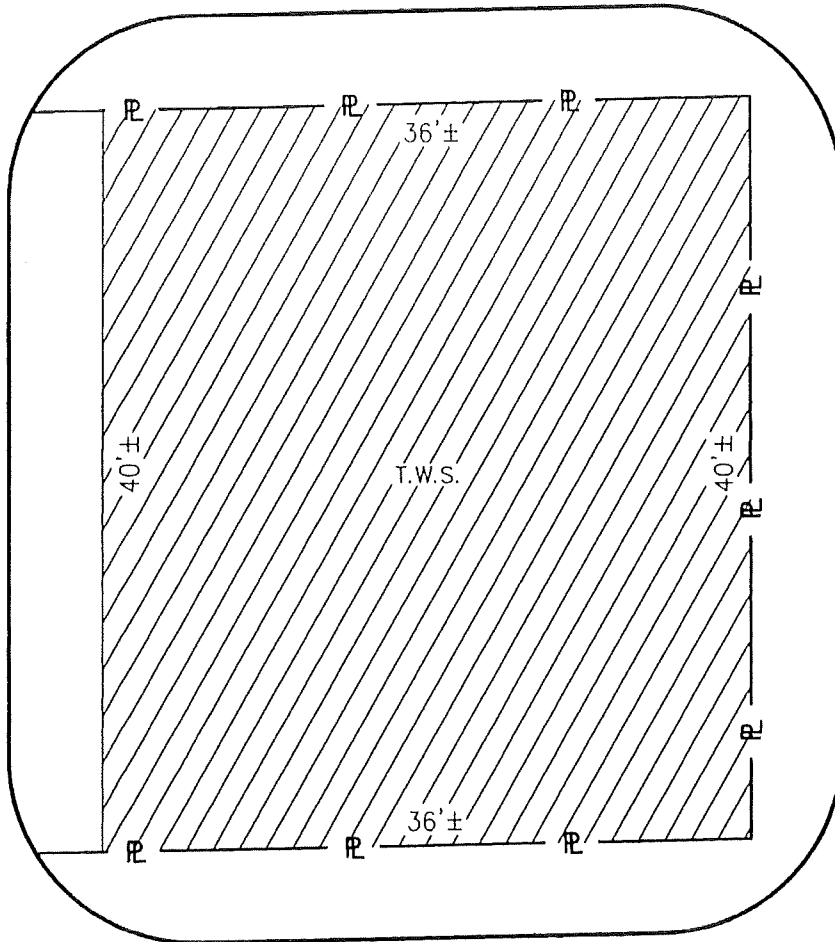
01.31.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

| | | | | | | |
|--|---|---------------------|--|---------------------------------|----------------------------|----------|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: Universal Pegasus INTERNATIONAL <small>A subsidiary of International Paper Industries COA: Universal Enasco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - d THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | | |
| | | DATE: 01/15/2016 | | | | |
| | | DRAWN: DMB | | | | |
| | | APPROVED: DP | | | | |
| | | SCALE: 1"=50' | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40203 | DWG. NO. MI-WA-119.0050 | REV 0 |

EXHIBIT "A"


YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY




DETAIL "A"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

PREPARED FOR:
 NEXUS Gas
 Transmission, LLC



PREPARED BY:

 Universal Pegasus
 INTERNATIONAL
A Subsidiary of Huntington Energy Services, Inc.
 COA: Universal Enasco, Inc.
 4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

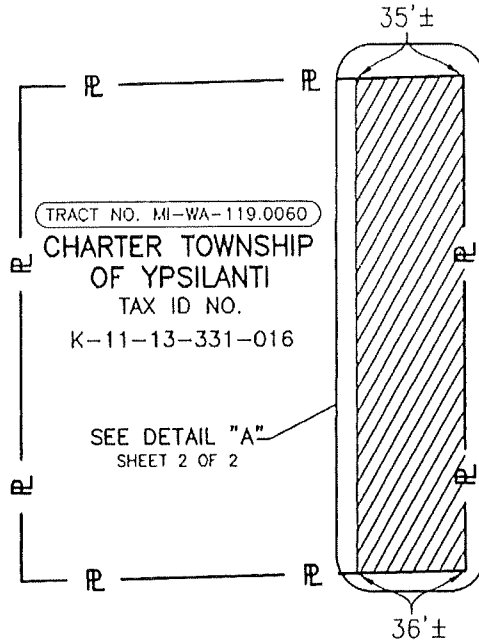
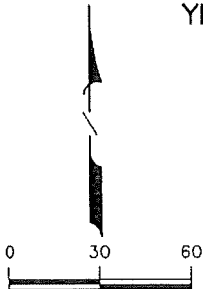
JOB NO. 22203
 DATE: 01/15/2016
 DRAWN: DMB
 APPROVED: DP
 SCALE: N.T.S.

EXHIBIT "A" - 2
 THE PROPERTY OF
 CHARTER TOWNSHIP OF YPSILANTI

| | | | |
|--------------|------------------------------|-------------------------|-------|
| SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40203 | DWG. NO. MI-WA-119.0050 | REV 0 |
|--------------|------------------------------|-------------------------|-------|

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION 13
 MICHIGAN SURVEY



REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 0.1 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
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D.A. Parsell

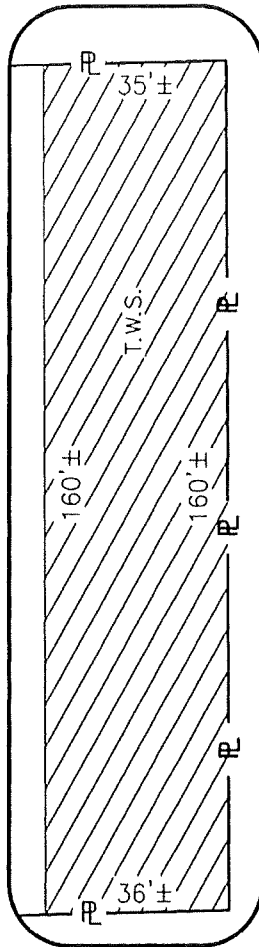
01.31.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

| | | | | | |
|--|---|--|--|-----------------|---------------------------------|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: Universal Pegasus INTERNATIONAL <small>A Subsidiary of Michigan Energy Infrastructure COA: Universal Enco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 3 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | |
| | | DATE: 01/15/2016 DRAWN: CE APPROVED: DP | SCALE: 1"=60' | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40204 |
| | | | | REV 0 | |

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS
 0 ISSUED FOR ACQUISITION - 01/28/2016

PREPARED FOR:

NEXUS Gas
 Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

01/15/2016

DRAWN:

CE

APPROVED:

DP

SCALE:

N.T.S.

EXHIBIT "A"-3

THE PROPERTY OF
 CHARTER TOWNSHIP OF YPSILANTI

SHEET
 2 OF 2

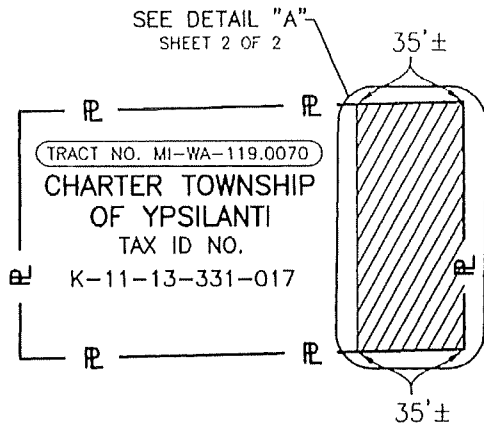
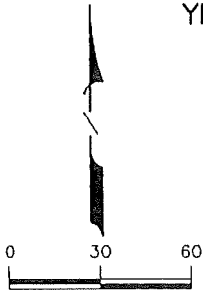
DOC. NO.
 22203-250-PSK-40204

DWG. NO.
 MI-WA-119.0060

REV
 0

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION SECTION 13
 MICHIGAN SURVEY



0 ISSUED FOR ACQUISITION - 01/28/2016

SURVEYOR'S SEAL



PROP. TEMP. WORKSPACE (T.W.S.): 0.1 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
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D.A. Parsell

01.31.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483



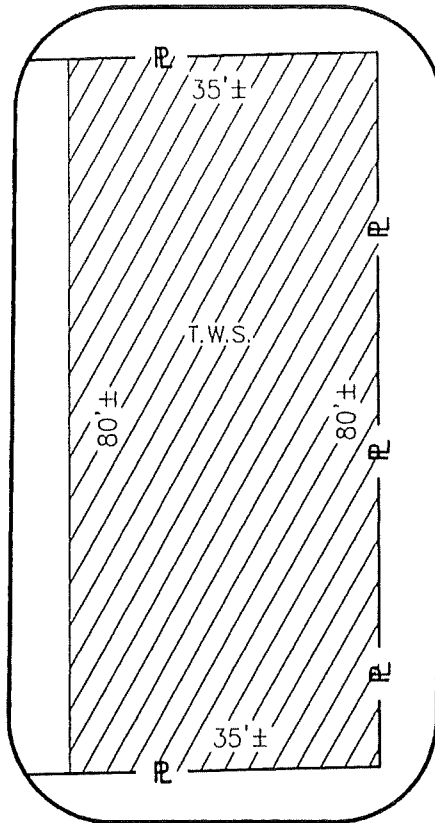
| | | | | | | |
|---|---|---|--|-------------------------|-------|--|
| PREPARED FOR: NEXUS Gas Transmission, LLC  | PREPARED BY:  Universal Pegasus INTERNATIONAL <small>A Subsidiary of Huntington Petroleum Products COA: Universal Enasco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 4 | | | |
| | | DATE: 01/15/2016 DRAWN: CE APPROVED: DP | THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | | |
| SCALE: 1"=60' | | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40205 | DWG. NO. MI-WA-119.0070 | REV 0 | |

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : PART OF SECTION SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS
 0 ISSUED FOR ACQUISITION - 01/28/2016



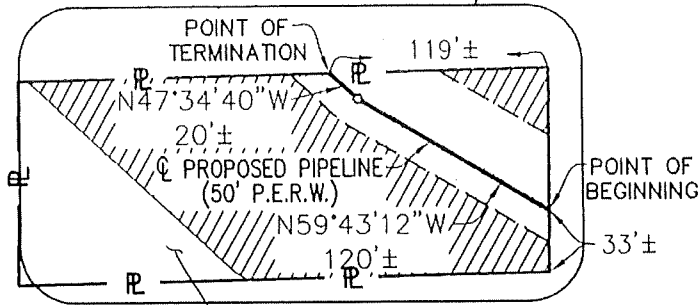
| | | | | | | |
|---|--|---------------------|---|---------------------------------|----------------------------|----------|
| PREPARED FOR: NEXUS Gas Transmission, LLC  | PREPARED BY:  Universal Pegasus INTERNATIONAL <small>A Subsidiary of Universal Energy Services, Inc.</small> COA: Universal Enesco, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 4 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | | |
| | | DATE: 01/15/2016 | | | | |
| | | DRAWN: CE | | | | |
| | | APPROVED: DP | | | | |
| | | SCALE: N.T.S. | SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40205 | DWG. NO. MI-WA-119.0070 | REV 0 |

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : SECTION 13
MICHIGAN SURVEY



SEE DETAIL "A"
SHEET 2 OF 2



TRACT NO. MI-WA-122.0000

CHARTER TOWNSHIP
OF YPSILANTI

TAX ID NO. K-11-13-331-001

- PROP. PIPELINE: 140' ±
- ▭ PROP. PERM. EASEMENT (P.E.R.W.): 0.1 ± ACRE
- ▨ PROP. TEMP. WORKSPACE (T.W.S.): 0.4 ± ACRE

SURVEYOR'S SEAL



NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

01.31.2016

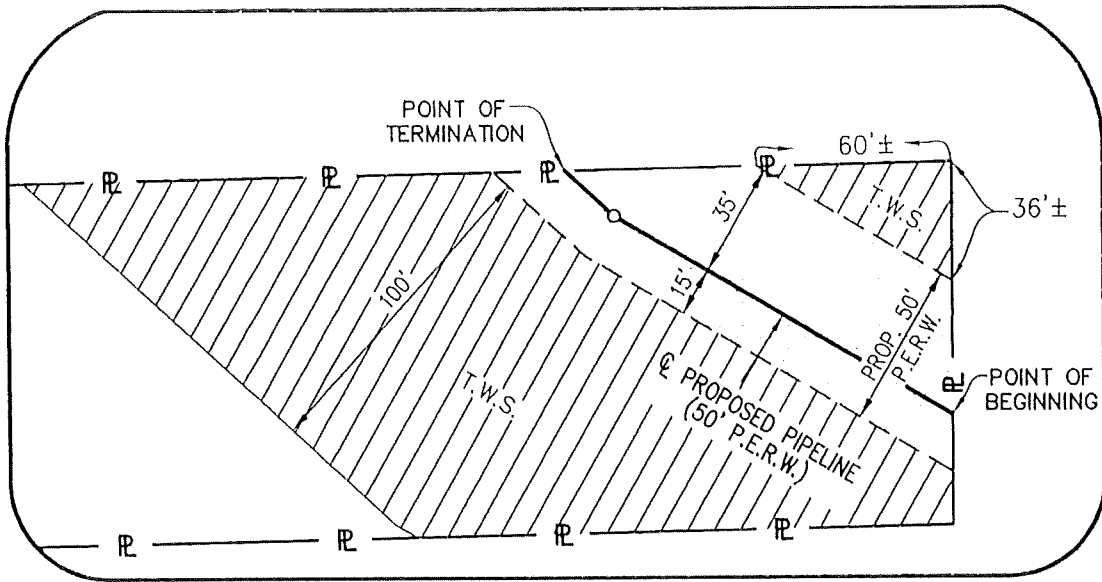
DANA A. PARSELL, P.S. DATE:
MICHIGAN PROFESSIONAL SURVEYOR #51483

REVISIONS 0 ISSUED FOR ACQUISITION - 01/28/2016

| | | | | | | |
|---|--|---------------------|---|---------------------------------|----------------------------|----------|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: Universal Pegasus INTERNATIONAL <small>A Subsidiary of Universal Energy Industries COA: Universal Enco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 5 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | | |
| | | DATE: 01/15/2016 | | | | |
| | | DRAWN: DCM | | | | |
| | | APPROVED: DP | | | | |
| | | SCALE: 1" = 100' | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40209 | DWG. NO. MI-WA-122.0000 | REV 0 |

EXHIBIT "A" -

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E :SECTION 13
 MICHIGAN SURVEY



DETAIL "A"
 N.T.S.

REVISIONS
 0 ISSUED FOR ACQUISITION - 01/28/2016



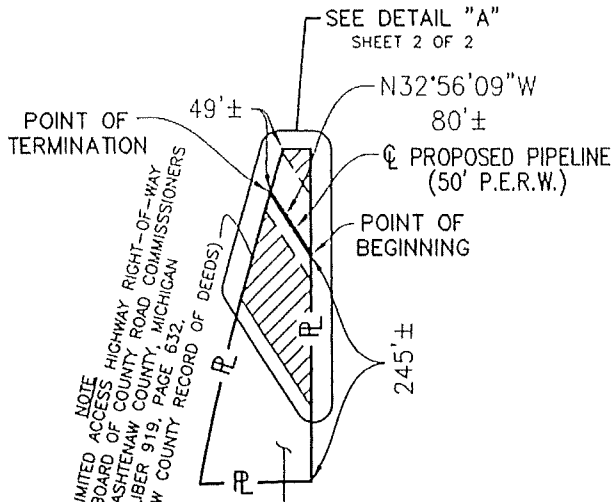
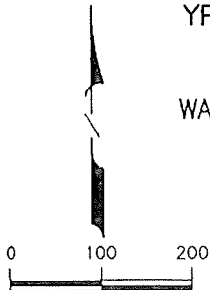
| | | | | | |
|---|--|---------------------|--|----------------------------|----------|
| PREPARED FOR: NEXUS Gas Transmission, LLC  | PREPARED BY:  Universal Pegasus INTERNATIONAL <small>A Subsidiary of Universal Energy Products COA: Universal Enco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 5 THE PROPERTY OF CHARTER TOWNSHIP OF YPSILANTI | | |
| | | DATE: 01/15/2016 | | | |
| SCALE: N.T.S. | | SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40209 | DWG. NO. MI-WA-122.0000 | REV 0 |

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 PART OF LOTS 519 THRU LOTS 527
 & WEST 1/2 OF VACATED BEVERLY AVENUE
 WATSONIA PARK SUBDIVISION, T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



EAST LINE OF LIMITED ACCESS HIGHWAY RIGHT-OF-WAY
 AS CONVEYED TO BOARD OF COUNTY ROAD COMMISSIONERS
 FOR WASHTENAW COUNTY, MICHIGAN
 (WASHTENAW COUNTY RECORD OF DEEDS)
 LIBER 919, PAGE 632.

TRACT NO. MI-WA-127.0000

THE CHARTER TOWNSHIP
 OF YPSILANTI

PART OF TAX ID NO. K-11-13-232-002

- PROP. PIPELINE: 80' ±
- PROP. PERM. EASEMENT (P.E.R.W.): 0.1 ± ACRE
- PROP. TEMP. WORKSPACE (T.W.S.): 0.2 ± ACRE

NOTES:

1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

D.A. Parsell

04.01.2016

DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

REVISIONS 0 ISSUED FOR ACQUISITION - 04/01/2016

SURVEYOR'S SEAL



PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

03/16/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

1"=200'

SHEET

1 OF 2

DOC. NO.

22203-250-PSK-40259

DWG. NO.

MI-WA-127.0000

REV

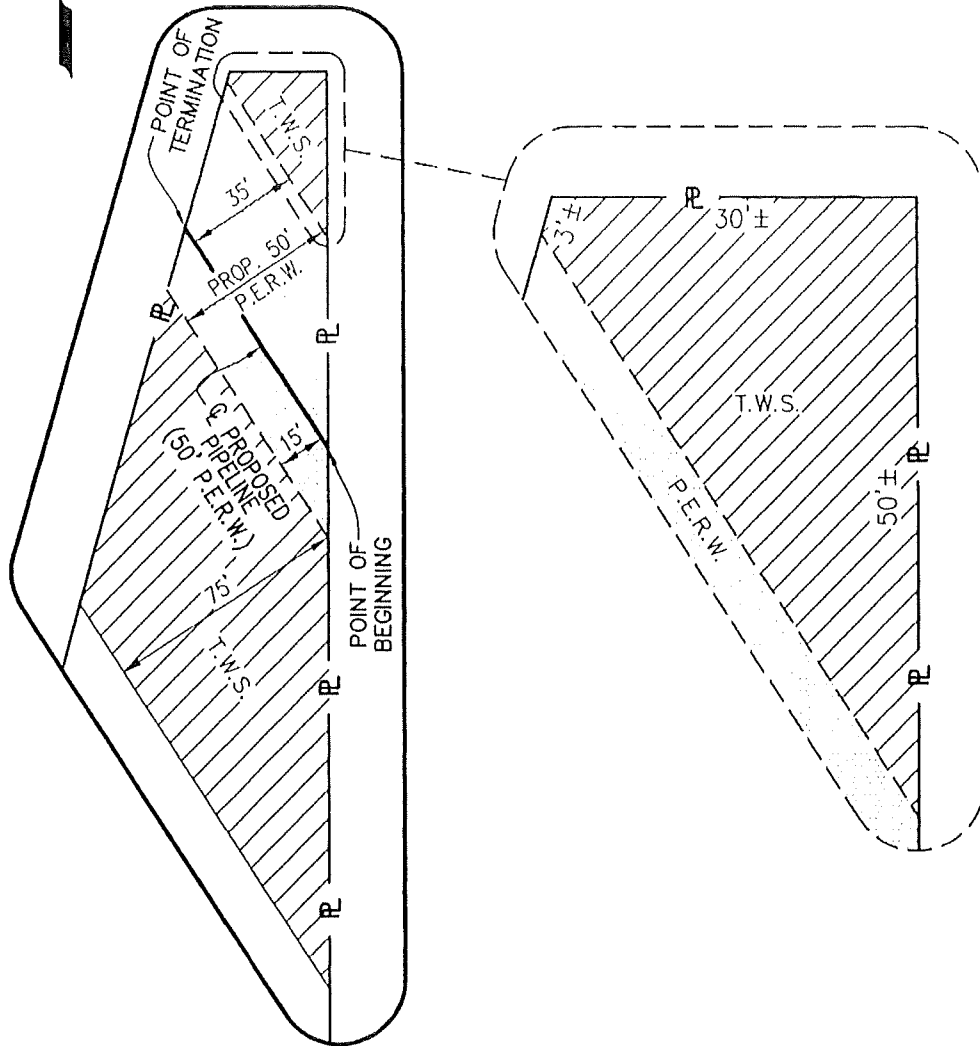
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EXHIBIT "A" -6

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

EXHIBIT "A"

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 PART OF LOTS 519 THRU LOTS 527
 & WEST 1/2 OF VACATED BEVERLY AVENUE
 WATSONIA PARK SUBDIVISION, T 3 S, R 7 E : SECTION 13
 MICHIGAN SURVEY



DETAIL "A"

N.T.S.

ISSUED FOR ACQUISITION - 04/01/2016

REVISIONS

0

PREPARED FOR:

NEXUS Gas Transmission, LLC



PREPARED BY:



4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO.

22203

DATE:

03/16/2016

DRAWN:

LBJ

APPROVED:

DP

SCALE:

N.T.S.

SHEET

2 OF 2

DOC. NO.

22203-250-PSK-40259

DWG. NO.

MI-WA-127.0000

REV

0

EXHIBIT "A" - 6

THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

GRANT OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **The Charter Township of Ypsilanti**, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, having a mailing address of 7200 South Huron River Drive, Ypsilanti, MI 48197-7007 (hereinafter called "Grantor", whether one person or more than one), for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, an exclusive, fifty foot (50') wide permanent easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering, changing the size of (with the same or thicker size pipeline), relocating within the Easements, and abandoning and removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36"), together with such below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, under, across, and upon the following described land (the "Easement") situated in the Township of Ypsilanti, County of Washtenaw, and State of Michigan, more fully described and referred to as:

TRACT NO(s): MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020 &
MI-WA-107.0020-TAR-7-250.2

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Commencing at the South 1/4 post of Section 24, Town 3 South, Range 7 East; thence North 1 degree 40'40" West 50.01 feet in the North-South 1/4 line for the point of beginning; thence South 87 degrees 16'30" West 66.01 feet; thence North 1 degree 40'40" West 830.01 feet; thence South 84 degrees 04'20" West 212.54 feet; thence North 78 degrees 43'40" West 156.92 feet; thence South 45 degrees 24'20" West 280.63

feet; thence South 69 degrees 28'20" West 311.55 feet; thence South 85 degrees 32'20" West 387.30 feet; thence North on the centerline of Bridge Road to the centerline of the Huron River; thence Easterly along the centerline of said River to the North-South 1/4 line; thence South to the point of beginning; being a part of the Southwest 1/4 of Section 24, Town 3 South, Range 7 East. (the "Property").

Parcel No. K-11-24-300-011

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-1", Drawing No. MI-WA-107.0020, dated 03/14/2016 ("Drawing") attached hereto as Exhibit A-1 and made a part hereof.

TRACT NO(s): MI-WA-110.0000

Being a portion of the land described as being in the Township of Ypsilanti, County of Washtenaw, State of Michigan, to wit: Part of Section 24, Town 3 South, Range 7 East, described as beginning at a point located distant South 1 degree 31'13" East 1502.98 feet along the centerline of Bomber Road, coincident with the North-South 1/4 line of Section 24, Town 3 South, Range 7 East, and South 89 degrees 18'13" East 801.99 feet along the centerline of Grove Road and South 01 degree 57'13" East 674.24 feet from the North 1/4 corner of said Section 24; thence South 01 degree 57'13" East 400.23 feet to a point on the centerline of the Huron River; thence along said centerline of the Huron River, North 85 degrees 29'36" West 636.32 feet and South 76 degrees 13'06" West 272.86 feet to a point hereinafter referred to as "Point A" and South 48 degrees 00'46" West 201.80 feet and South 33 degrees 01'26" West 477.07 feet and South 23 degrees 29'55" East 125.40 feet and South 53 degrees 50'31" East 161.01 feet and South 75 degrees 57'50" East 618.47 feet and South 62 degrees 44'41" East 185.61 feet and South 15 degrees 38'32" East 129.81 feet and South 10 degrees 53'08" West 132.38 feet and South 46 degrees 23'50" West 145.00 feet and South 70 degrees 33'36" West 180.28 feet and South 87 degrees 52'44" West 405.28 feet and South 78 degrees 34'50" West 454.07 feet; thence North 01 degrees 05'30" West 541.09 feet; thence South 88 degrees 54'30" West 567.00 feet to a point on the East line of Bridge Road (66 feet wide); thence North 01 degree 05'30" West 1100.00 feet along said East line; thence North 88 degrees 56'44" East 798.38 feet to a point hereinafter referred to as "Point B"; thence North 56 degrees 18'36" East 522.80 feet; thence South 88 degrees 37'15" East 830.95 feet to the point of beginning. (the "Property").

Parcel No. K-11-24-300-001

The Easement across the Property of Grantor is more particularly shown on the plan entitled Exhibit "A-2", Drawing No. MI-WA-110.0000, dated 01/30/2016 ("Drawing") attached hereto as Exhibit A-2 and made a part hereof.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary work space (the "Temporary Work Space") for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of any Temporary Access Road and any Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Property. Grantee shall provide Grantor with fourteen (14) days advance written notice prior to the start of construction. Grantor shall grant no third party any right to use any Temporary Access Road or any Temporary Work Space prior to the expiration of Grantee's exclusive term to use any Temporary Access Road and/or any Temporary Work Space.

3. Grantee intends to use the area described on the attached Exhibit "A" for the purposes of storing, bending, welding and testing of pipe and for valve and other appurtenant facility assembly operations, and for storing of other pipeline-related materials including, but not limited to, construction equipment (the "Staging Area"). The Staging Area may also be used for the following purposes: parking of vehicles including trucks, vans and construction equipment, the rights of ingress and egress to and from the Staging Area for enjoyment of Grantee's parking rights, the temporary storage of soils during the construction of Grantee's pipeline project, fabrication, material storage, painting of equipment and related pipeline construction activities. Vehicles may be owned or operated by individual agents or employees of the Grantee or its contractors or private parties. Grantee and its contractors may also set up, operate and maintain portable office trailers with associated electric power and telephone services on the Staging Area during the term of these twenty-four (24) months from the start of construction to facilitate Grantee's pipeline construction and restoration operations.

4. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not limited to, pipelines and conduits, within the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Access Road and any Temporary Work Space) that may interfere with the Grantee's use of the Easement, any Temporary Access Road and any Temporary Work Space (prior to the expiration of Grantee's right to use any Temporary Work Space and any Temporary Access Road), and the free and full right of ingress and egress, over and across said Easement, any Temporary Access Road and any Temporary

Work Space. Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is timely completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same in Grantor's sole and absolute discretion .

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for the value of the rights granted to Grantee by Grantor, and damages and clean-up costs for initial construction and installation of the Pipeline Facilities including damages to growing crops and timber, and the reestablishment of growing crops. Subsequent to the initial construction of the Pipeline Facilities, Grantee shall pay Grantor the fair market value for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor resulting from any exercise of the rights herein granted; provided, however, that after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by reasonable and non-negligent efforts to keep the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. In the event the Property or any part of the Property is subject to an existing surface lease, any and all damages sustained by the existing surface tenant to crops, timber or other property belonging to the surface lease tenant as a result of the Grantee's exercise of rights under this Grant of Easement, shall, following payment from Grantee to Grantor hereunder, be promptly remitted to the surface tenant by Grantor.

6. The pipeline shall be buried to at least the minimum depth required by applicable laws and regulations.

7. Grantor shall not grade, excavate, fill or flood the Easement, any Temporary Access Road and/or any Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road, as to the Temporary Work Space and Temporary Access Road only) without obtaining the Grantee's prior written consent, which may be withheld in Grantee's reasonable discretion.

8. Grantor shall retain any interest which Grantor has in and to the oil, gas, and other minerals in, on and under the Easement; provided, however, that if Grantor owns such gas, oil, or minerals, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it shall be permitted to extract the oil, gas, and other minerals from and under the Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easement for the purposes for which the Easement has been acquired by Grantee.

9. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall inure to the benefit of the parties and their successors, assigns, heirs and legal representatives. The burdens of this Grant of Easement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against parties and their successors, assigns, permittees, licensees, lessees, employees and agents.

10. The failure of a party to exercise or any delay of a party in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar that party from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

11. The parties understand and agree that the persons executing this Grant of Easement are without authority to make any agreement in respect of the subject matter hereof not herein expressed.

12. This Grant of Easement shall terminate, or be deemed to have terminated if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination, Grantee shall furnish Grantor with a release of the Grant of Easement, within a reasonable time following termination, and Grantor shall be under no obligation to disgorge any portion of the consideration paid for the Easement.

13. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons, addresses for all notices and information to be delivered hereunder:

Grantor: The Charter Township of Ypsilanti
Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and
William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen
Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

Grantee: NEXUS Gas Transmission, LLC,
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons' addresses may be changed by the respective party by delivering written notice of such change to the other party.

14. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Michigan. Venue for any dispute arising under this Grant of Easement shall be proper in either a state court in the county where the Property is located, or the Michigan federal court having jurisdiction over the county in which the Property is located.

15. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Property and is authorized pursuant to the laws of the State of Michigan to execute, acknowledge and deliver this Grant of Easement in the Property of Grantor.

16. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee.

17. Grantor agrees to sign such additional documents that are needed to adjust for clerical errors or the refusal of the register of deeds to record such documents.

18. Grantee shall indemnify and hold harmless Grantor from and against, and shall reimburse Grantor's reasonable attorney fees arising out of, all claims, actions, suits, charges, demands, causes of action, expenses, injuries, costs, losses, debts and damages occurring as a result of Grantee's exercise of rights under this Grant of Easement including, but not limited to, construction, operation, or failure of the Pipeline Facilities, except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law. Nothing in this Grant of Easement is intended to waive any defense of governmental immunity available to Grantor.

19. Notwithstanding any other provision of this Easement to the contrary, the following covenants are hereby made by Grantee and shall run with the land and apply to Grantee's use of the Property and the portion of the Easement Area situated thereupon in recognition of the Property's location within the Ford Lake Hydro Electric Project No. 5334 (the "Hydro Project") and for purposes of compliance with Article 416(e) of that certain Federal Energy Regulatory Commission ("FERC") Order on Offer of Settlement and Issuing New License, dated October 9, 2003, Project No. 5334-019, 105 FERC ¶ 62,019 (the "Hydro License"):

- a. Grantee's use of Property and the portion of the Easement Area situated thereupon shall not endanger health, create a nuisance, or otherwise be incompatible with the recreational use of the overall Hydro Project;
- b. Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the Property and the portion of the Easement Area situated thereupon will occur in a manner that will protect the scenic, recreational, and environmental values of the Hydro Project; and
- c. Grantee shall not unduly restrict public access to the project waters within the Hydro Project.
- d. Grantee acknowledges that FERC reserves the right to require Grantor to take reasonable remedial action to correct any violations of the terms and conditions of Article 416 of the Hydro License, at Grantee's sole cost and expense, and Grantee hereby acknowledges and consents to the same following no less than thirty (30) days' prior written notice from Grantor and an opportunity to cure the same within such thirty (30) day period.
- e. In the event of any conflict or inconsistency between the terms and conditions of this Section 19 and the balance of this Easement, this Section 19 shall control in all material respects.

20. At those times NEXUS is performing work within the Easement and/or Temporary Workspace, NEXUS shall ensure that the Easement and Temporary Workspace are clean of its construction debris and litter, which shall not be buried within the Easement or Temporary Workspace.

21. NEXUS agrees to promptly restore the Property to a condition at least equivalent to or better than that which existed prior to the start of construction of the Pipeline Facilities on the Property.

22. If the Easement and/or Temporary Workspace is located in a cultivated field or lawn, NEXUS will remove rocks unearthed during construction activities within the disturbed areas of the Easement and/or Temporary Workspace.

23. This instrument is executed under threat of eminent domain. This instrument is exempt from transfer taxes pursuant to MCL 207.505(a), MCL 207.505(f), MCL 207.526(a), MCL 207.526(f), and MCL 211.8(g).

24. In the event that NEXUS obtains a special permit from the Pipeline and Hazardous Materials Safety Administration ("PHMSA") relating to federal odorization requirements established in 49 CFR 192.625 (the "Special Permit") in connection with its

construction of the Pipeline Facilities across Grantor's Property, Grantee shall implement such additional design, construction, safety measures, mitigation measures, protections, and maintenance requirements mandated in said Special Permit (collectively, the "Permit Requirements").

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this _____ day of _____, 2017.

Grantor:

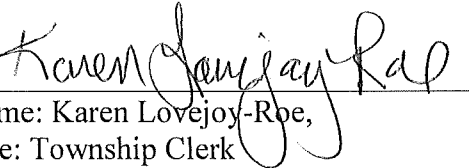
**The Charter Township of Ypsilanti,
A/K/A The Township of Ypsilanti,
a Michigan Municipal Corporation**

By:



Name: Brenda L. Stumbo,
Title: Township Supervisor

By:



Name: Karen Lovejoy-Roe,
Title: Township Clerk

Grantee:

**NEXUS GAS TRANSMISSION, LLC,
a Delaware limited liability company**

By:



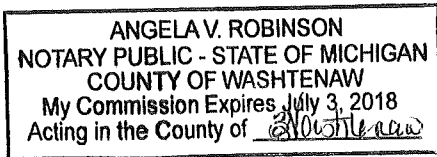
Name: Tina Faraca,
Title: Vice President

ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Washtenaw } SS

On this 21 day of August, 2017, before me, the undersigned notary public, personally appeared Brenda L. Stumbo, who proved to me through satisfactory evidence of identification, which was Personal Identification, acknowledged herself to be Supervisor of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: July 3, 2018 Angela V. Robinson
_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan

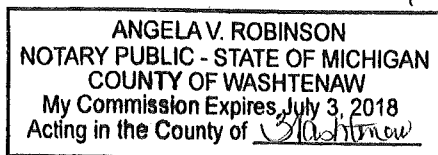


ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Washtenaw } SS

On this 21 day of August, 2017, before me, the undersigned notary public, personally appeared Karen Lovejoy-Roe, who proved to me through satisfactory evidence of identification, which was Personal Identification, acknowledged herself to be Township Clerk of The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti, a Michigan Municipal Corporation, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: July 3, 2018 Angela V. Robinson
_____, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, Michigan



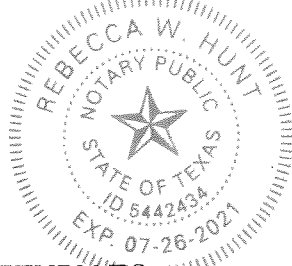
ACKNOWLEDGMENT

STATE OF Texas)
) SS
COUNTY OF Harris)

On this 14 day of August 2017, before me, the undersigned notary public, personally appeared Tina Faraca, who proved to me through satisfactory evidence of identification, which was personal knowledge, acknowledged herself to be Vice President of Nexus Gas Transmission, LLC, a Delaware Limited Liability Company, being authorized to do so, executed the foregoing instrument as the act and deed of such corporation for the purposes therein contained by signing the name of such corporation/company, and acknowledged to me that she signed it voluntarily, for its stated purposes.

My Commission Expires: 7/26/2021

Rebecca W. Hunt
_____, Notary Public
Harris County, Texas
Acting in Harris County, Texas



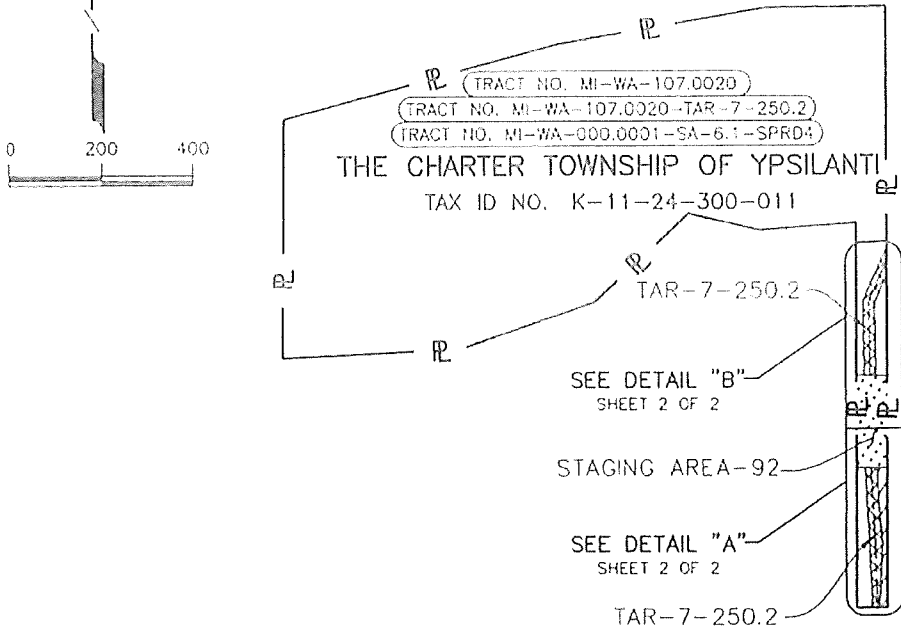
RECORD AND RETURN TO:
NEXUS Gas Transmission, LLC
Attention: Right-of-Way Department
Suite 101-B, 5810 Southwyck Blvd.
Toledo, OH 43614

Tract No: MI-WA-000.0001-SA-6.1-SPRD4,
MI- WA-107.0020,
MI-WA-107.0020-TAR-7-250.2 &
MI-WA-110.0000
State: Michigan

This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

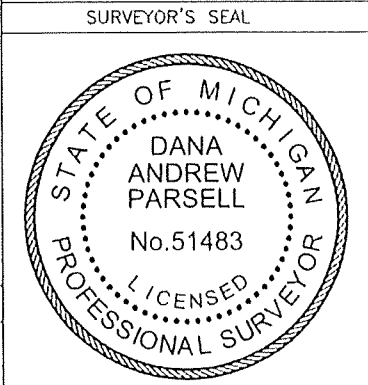
EXHIBIT "A" - 1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 24
 MICHIGAN SURVEY



| | | |
|--|----------------------------------|------------|
| | PROP. TEMP. WORKSPACE (T.W.S.): | 0.1 ± ACRE |
| | TEMP. ACCESS ROAD (TAR): | 555' ± |
| | AREA OF TEMP. ACCESS ROAD (TAR): | 0.3 ± ACRE |
| | STAGING AREA T.W.S.: | 0.3 ± ACRE |

REVISIONS 0 ISSUED FOR ACQUISITION - 03/18/2016



NOTES:
 1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
 2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
 3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

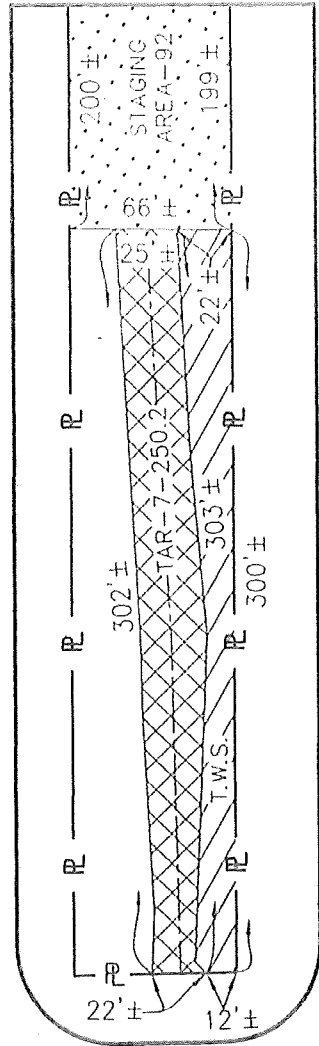
D.A. Parsell 03.18.2016
 DANA A. PARSELL, P.S. DATE:
 MICHIGAN PROFESSIONAL SURVEYOR #51483

| | | | | | | | |
|--|---|---------------------|---|-----------------|-------------------|-----------------|---------------------------------|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A" - 1 THE PROPERTY OF THE CHARTER TOWNSHIP OF YPSILANTI | | | | |
| | | DATE: 03/14/2016 | DRAWN: LBJ | APPROVED: DP | SCALE: 1"=400' | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40260 |

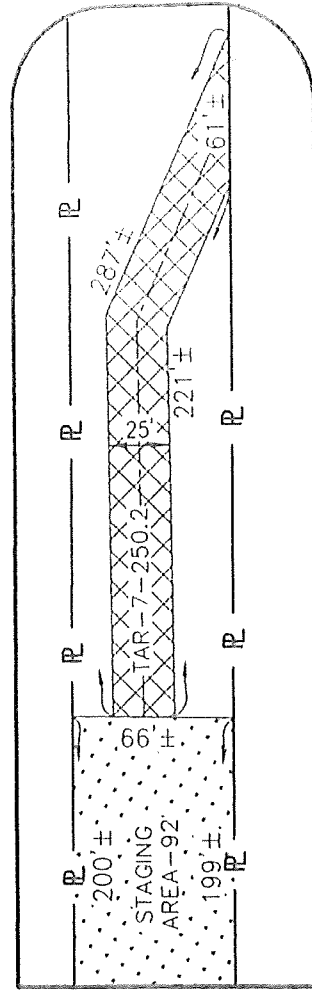
EXHIBIT "A" - 1

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 24
 MICHIGAN SURVEY

CONTINUED TO DETAIL "B"
 SHEET 2 OF 2



DETAIL "A"
 N.T.S.




CONTINUED FROM DETAIL "A"
 SHEET 2 OF 2

DETAIL "B"
 N.T.S.

REVISIONS 0 ISSUED FOR ACQUISITION - 03/18/2016

PREPARED FOR:
 NEXUS Gas
 Transmission, LLC
NEXUS
 GAS TRANSMISSION

PREPARED BY:
 UniversalPegasus
 INTERNATIONAL
A subsidiary of Universal Energy Services
 COA: Universal Ensco, Inc.
 4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

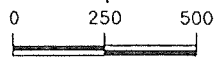
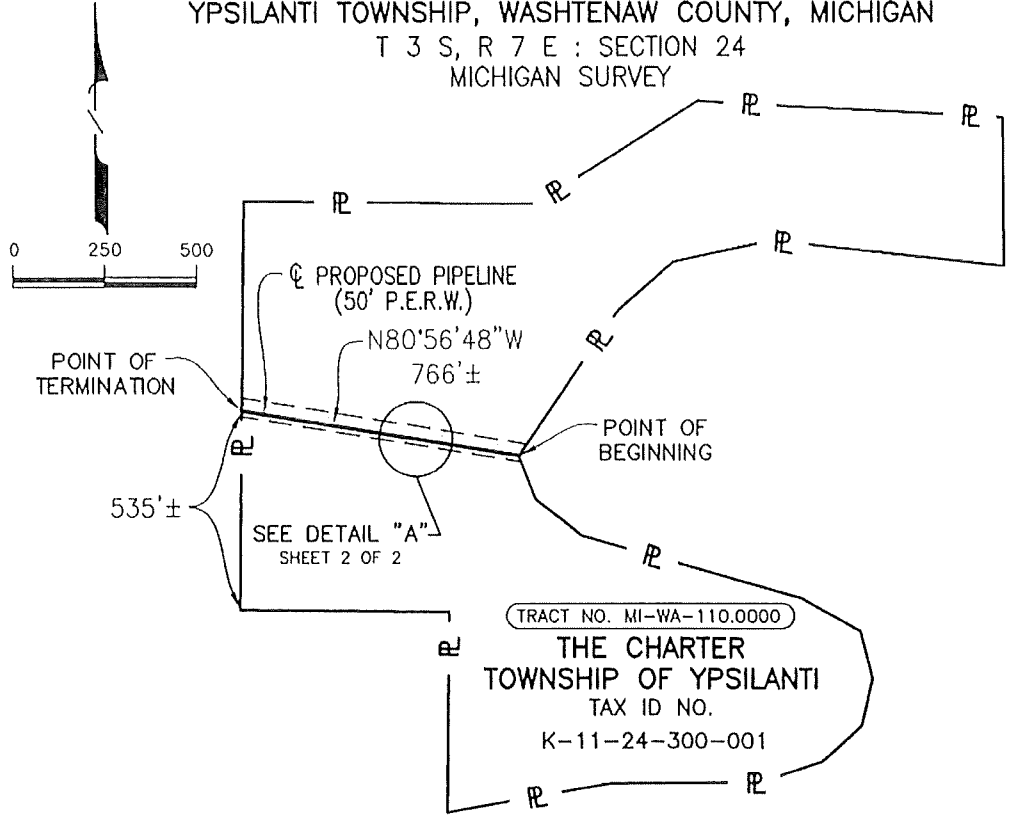
JOB NO. 22203
 DATE: 03/14/2016
 DRAWN: LBJ
 APPROVED: DP
 SCALE: N.T.S.

EXHIBIT "A" - 1
 THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

| | | | |
|--------------|------------------------------|-------------------------|-------|
| SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40260 | DWG. NO. MI-WA-107.0020 | REV 0 |
|--------------|------------------------------|-------------------------|-------|

EXHIBIT "A"-2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
T 3 S, R 7 E : SECTION 24
MICHIGAN SURVEY



TRACT NO. MI-WA-110.0000

THE CHARTER
TOWNSHIP OF YPSILANTI
TAX ID NO.
K-11-24-300-001

— PROP. PIPELINE: 766' ±
- - - PROP. PERM. EASEMENT (P.E.R.W.): 0.9 ± ACRE

REVISIONS 0 ISSUED FOR ACQUISITION - 02/04/2016

SURVEYOR'S SEAL



NOTES:
1. THE ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS DETERMINED BY THE FIRST PIPELINE AS INSTALLED.
2. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
3. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT IS NOT A BOUNDARY SURVEY OR CERTIFIED SURVEY AND WAS PREPARED UNDER MY DIRECT SUPERVISION FROM RECORD DATA ONLY. THE INFORMATION WITHIN THIS EXHIBIT IS NOT INTENDED TO MEET THE REQUIREMENTS OF A CERTIFIED SURVEY AS DEFINED BY PUBLIC ACT 132 OF 1970, AS AMENDED, OR ANY OTHER APPLICABLE SURVEYING LAW WITHIN THE STATE OF MICHIGAN.

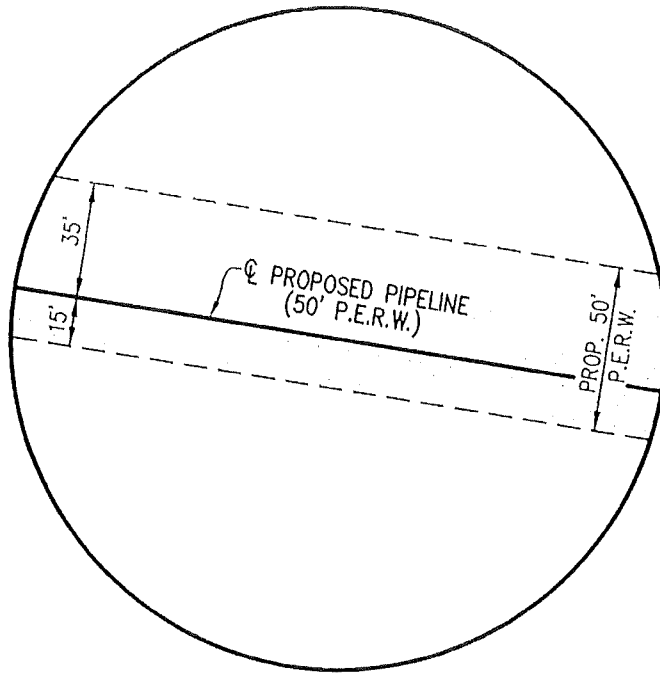
D.A. Parsell 02.05.2016

DANA A. PARSELL, P.S. DATE:
MICHIGAN PROFESSIONAL SURVEYOR #51483

| | | | | | | |
|--|---|--|--|-------------------------|-------|--|
| PREPARED FOR: NEXUS Gas Transmission, LLC | PREPARED BY: Universal Pegasus INTERNATIONAL A Subsidiary of Huntington Ingalls Industries COA: Universal Enasco, Inc. 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770 | JOB NO. 22203 | EXHIBIT "A"-2 THE PROPERTY OF THE CHARTER TOWNSHIP OF YPSILANTI | | | |
| | | DATE: 01/30/2016 DRAWN: LBJ APPROVED: DP | | | | |
| SCALE: 1"=500' | | SHEET 1 OF 2 | DOC. NO. 22203-250-PSK-40235 | DWG. NO. MI-WA-110.0000 | REV 0 | |

EXHIBIT "A" - 2

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
 T 3 S, R 7 E : SECTION 24
 MICHIGAN SURVEY





DETAIL "A"
 N.T.S.

ISSUED FOR ACQUISITION - 02/04/2016

0

REVISIONS

PREPARED FOR:
 NEXUS Gas
 Transmission, LLC


PREPARED BY:
 Universal Pegasus
 INTERNATIONAL
A Boarding & Transportation Company
 COA: Universal Enesco, Inc.
 4848 LOOP CENTRAL DR.
 Suite 100
 HOUSTON, TX. 77081
 PH. 713-977-7770

JOB NO. 22203
 DATE: 01/30/2016
 DRAWN: LBJ
 APPROVED: DP
 SCALE: N.T.S.

EXHIBIT "A" - 2
 THE PROPERTY OF
 THE CHARTER
 TOWNSHIP OF YPSILANTI

| | | | |
|-----------------|---------------------------------|----------------------------|----------|
| SHEET 2 OF 2 | DOC. NO. 22203-250-PSK-40235 | DWG. NO. MI-WA-110.0000 | REV 0 |
|-----------------|---------------------------------|----------------------------|----------|

Tract Number(s): MI-WA-000.0001-SA-6.1-SPRD4, MI-WA-107.0020,
 MI-WA-107.0020-TAR-7-250.2, MI-WA-110.0000,
 MI-WA-119.0040, MI-WA-119.0050, MI-WA-119.0060,
 MI-WA-119.0070, MI-WA-122.0000 & MI-WA-127.0000

Landowner(s): The Charter Township of Ypsilanti, A/K/A The Township of Ypsilanti

Tax Parcel ID Number(s): K-11-24-300-011, K-11-24-300-001,
 K-11-13-331-014, K-11-13-331-015, K-11-13-331-016, K-11-13-331-017,
 K-11-13-331-001 and A PART OF K-11-13-232-002

NEXUS GAS TRANSMISSION, LLC ORDER OF PAYMENT

Date: _____

Contemporaneous with the execution of this Order of Payment, Grantor/Payee executed the Grants of Easement covering the lands described above. Grantee/Payor shall tender the payment below jointly to Grantor/Payee and Steinhardt Pesick & Cohen, Professional Corporation, as indicated herein by check. Grantor/Payee acknowledges and agrees that he/she has read and understands the terms and provisions of the Grants of Easement and this Order of Payment. Non-acceptance by Grantor/Payee of timely payment shall not serve to void the Grants of Easement.

Payment for the rights granted to NEXUS Gas Transmission, LLC are in the total amount of \$ 1,650,000.00. This payment consists of the following:

Easement (100.00% of total payment) - \$ 1,650,000.00;
 And
 Damages (0.00% of total payment) - \$ 0.00.

**The Charter Township of Ypsilanti,
 A/K/A The Township of Ypsilanti,
 a Michigan Municipal Corporation**

By: Dwende L. Stumbe
 Its: Supervisor

Date: 8/21/17

By: Karen Lantry Ral
 Its: Check, Ypsilanti Township

Date: 8/21/2017

| | | |
|--|-----------|--------------|
| | DATE PAID | PAID BY |
| | AMOUNT | CHECK NUMBER |
| | | |

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

Charter Township of Ypsilanti

August 16, 2017

Hon. Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission 888
First Street N.E.
Washington, D.C. 20426

Re: Charter Township of Ypsilanti
Project No. 5334-019
Notice Pursuant to Article 416 of Intent to Convey Easements for Non-Project Use Dear

Secretary Bose:

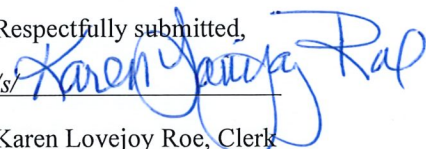
The Charter Township of Ypsilanti ("Township"), licensee for the Ford Lake Hydroelectric Project, FERC Project No. 5334-019 hereby provides notice ("Notice") to the Federal Energy Regulatory Commission ("Commission") pursuant to Article 416(d) of the October 9, 2003 Order on Offer of Settlement and Issuing New License for the Ford Lake Hydroelectric Project ("License") of the proposed conveyance of two easements that will enable NEXUS Gas Transmission, LLC ("NEXUS") to construct a 766 foot segment of pipeline as part of NEXUS's new interstate natural gas pipeline project.

Should you have any questions regarding this Notice, please do not hesitate to contact the undersigned.

Michael Saranen
Hydro Operator
Ford Lake
Hydroelectric Dam

Respectfully submitted,

/s/


Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Enclosures

cc: Michigan Natural Resources Trust Fund
Michigan Department of Natural Resources
Grants, Contracts, and Customer Systems
P.O. Box 30425
Lansing, Michigan 48909-7925

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

| | | |
|--------------------------------------|---|--|
| Charter Township of Ypsilanti |) | Project No. 5334-019 |
| |) | (Ford Lake Hydroelectric Project) |

**Notice of Intent of Charter Township of Ypsilanti
To Convey Easements for Non-Project Use
to NEXUS Gas Transmission, LLC for Construction of a Pipeline**

Pursuant to Article 416(d) of the Order on Offer of Settlement and Issuing New License (“License”) for the Ford Lake Hydroelectric Project No. 5334-019 (“Ford Lake Hydroelectric Project”),¹ the Charter Township of Ypsilanti (“Ypsilanti” or “Township”) hereby provides prior notice to the Federal Energy Regulatory Commission (“FERC” or “Commission”) of a proposed conveyance of easements that will enable NEXUS Gas Transmission, LLC (“NEXUS”) to construct a 766 foot segment of pipeline beneath certain property within the Ford Lake Hydroelectric Project as part of a proposed new interstate natural gas transmission pipeline project consisting of approximately 255 miles of new 36-inch diameter natural gas pipeline in Ohio and Michigan (the “NEXUS Project”). As explained further herein, the proposed conveyance of easements is consistent with the requirements of Article 416

I. COMMUNICATIONS

All communications, correspondence, and documents relating to this filing should be directed to the following individuals:

The Charter Township of Ypsilanti

¹ *Charter Township of Ypsilanti, Michigan*, 105 FERC ¶ 62,019 (October 9, 2003) (“License”).

Attention: Brenda L. Stumbo, Supervisor and William D. Winters, Esq.
Karen Lovejoy-Roe, Township Clerk and William D. Winters, Esq.
7200 South Huron River Drive, Ypsilanti, MI 48197-7007

-- and --

Steinhardt Pesick & Cohen
Attn: H. Adam Cohen, Esq.
380 N. Old Woodward Avenue, Suite 120
Birmingham, MI 48009

II. BACKGROUND

The Ford Lake Hydroelectric Project, No. P-5334, owned by the Township, has an impoundment on the Huron River in Washtenaw County, Michigan.

The NEXUS Project is a new natural gas pipeline system to provide interstate transportation of natural gas to markets in northern Ohio, southeastern Michigan, and to the Dawn Hub in Ontario, Canada. NEXUS's application for a certificate of public convenience and necessity is currently being evaluated by FERC in Docket No. CP16-22-000. FERC staff has issued a Final Environmental Impact Statement ("FEIS") in the proceeding.²

Part of the NEXUS Project's route crosses the project boundary for the Ford Lake Hydroelectric Project, which Ypsilanti operates pursuant to the License it received from FERC. NEXUS will use a temporary easement above ground to accommodate construction activities, and a permanent underground easement to install a 766-foot segment of pipe via horizontal directional drilling ("HDD") approximately 40 feet below the bottom of the Huron River channel.

² *NEXUS Gas Transmission, LLC*, Final Environmental Impact Statement, Docket No. CP16-22-000 (Nov. 30, 2016) ("FEIS").

NEXUS and the Township have tentatively entered into an agreement by which the Township, acting pursuant to Article 416(d) of the License, would grant the easements necessary for the construction and operation of the pipeline.

III. PRIOR NOTICE

Article 416 (d) of the License provides that the Township may grant easements across project lands, including those for “pipelines that cross project lands or waters but do not discharge into project waters. . . .”³ Pursuant to Article 416(d), the licensee is required to notify FERC of its intent to convey easements on project lands at least 60 days before the conveyance will occur. The notice must briefly describe the interest to be conveyed, the nature of the proposed use, the identity of any federal or state agency official consulted, and any federal or state approvals required for the proposed use.⁴ Unless the Director of the Office of Energy Projects, within 45 days of the filing date, requires the licensee to file an application for prior approval, the licensee may convey the intended interest at the end of the 60-day period.⁵ The licensee is required to consult with federal and state fish and wildlife or recreation agencies and the State Historic Preservation Officer, as appropriate. In addition, the licensee must determine that the use of lands to be conveyed is not inconsistent with any approved Exhibit R or approved report on recreational resources of an Exhibit E.

IV. INTERESTS TO BE CONVEYED

Construction of the NEXUS Project will require the use of easements across two properties that are within the project boundary for the Ford Lake Hydroelectric Project. First,

³ Article 416(d)(3).

⁴ Article 416(d).

⁵ *Id.*

NEXUS will use a temporary easement across an above ground area of parcel number MI-WA-107.0020 and MI-WA-000.001, more commonly known as the South Hydro Park, Parcel No. K-11-24-300-011. The easement involves use of approximately 0.3 acres for a Temporary Access Road and approximately 0.4 acres of Temporary Workspace to accommodate construction activities. Drawings of these crossings are attached as EXHIBIT A-1. The duration of this temporary easement is twenty-four (24) months from the start of construction of the NEXUS Project on the Property.

The second easement is a permanent underground easement across parcel number MI-WA-110.0000, more commonly known as the North Hydro Park, Parcel No. K-11-24-300-001. This easement is for the construction of a 766 foot segment of the pipeline, to be installed using HDD approximately 40 feet below the bottom of the Huron River channel. The work will be performed in accordance with an HDD Design Report and HDD Monitoring and Inadvertent Return Contingency Plan filed by NEXUS and approved by FERC in its issuance of the FEIS for the NEXUS project in November 2016.⁶ For the underground segment, the pipeline itself will be below the surface and will not discharge into project waters. Drawings of the easement are attached as EXHIBIT A-2.

The HDD Design Report and the HDD Monitoring and Inadvertent Return Contingency Plan were both submitted to FERC as part of the FEIS process and are expected to be incorporated as part of the conditions of FERC's certification.⁷ The FEIS⁸ suggests that construction and operation of the NEXUS Project will not have a significant adverse effect on the lands or resources within the Ford Lake Hydroelectric Project from either an environmental

⁶ See FEIS at Appendix E-4.

⁷ *Id.*

⁸ See FEIS at Section 4, p. 164-165.

or recreational perspective. FERC staff has found the above-referenced reports to be mindful of groundwater resources in the project area.⁹

V. AGENCY CONSULTATION AND APPROVAL

In addition to FERC's environmental review of the NEXUS Project, NEXUS has consulted with relevant federal and state agencies regarding development of the Project. At the federal level, The United States Fish and Wildlife Service ("USFWS") prepared a Biological Opinion for the NEXUS Project, dated December 14, 2016, regarding impacts to endangered bat species, and provided notification to FERC on January 30, 2017 that it considers impacts to migratory birds resulting from the NEXUS project to be mitigated.¹⁰ The Biological Opinion found that the NEXUS Project was not likely to jeopardize the continued existence of the Indiana bat and the northern long-eared bat, and that no critical habitat for either bat species was found within the action area for the Project.¹¹

In Michigan, the Michigan Department of Natural Resources issued a concurrence in October of 2016 that substantial impacts are not anticipated from the NEXUS Project on any Michigan state-listed species.¹² The Michigan Department of Environmental Quality issued a Water Resources Division Permit for the NEXUS Project in January 2017, authorizing construction of the Project within Lenawee, Monroe and Washtenaw Counties.¹³ Finally, the

⁹ See FEIS at page ES-6.

¹⁰ See *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, U.S. Fish and Wildlife Final Biological Opinion (December 14, 2016); see also *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, Comments of U.S. Fish and Wildlife Service (January 30, 2017).

¹¹ Biological Opinion at 44.

¹² *NEXUS Gas Transmission, LLC*, Docket No. CP16-22-000, Update to Agency Consultation – MDNR Concurrence (October 17, 2016).

¹³

Michigan State Historic Preservation Office has not identified a conflict with historic sites on or near the easements.

VI. CONSISTENCY WITH PROJECT VALUES

In accordance with Article 416(d) and 416(e) of the License, the Township has reviewed the NEXUS proposal for the two easements. Based on this review and on the consultations NEXUS has undertaken with the relevant state and federal agencies, the Township has determined that the uses of Project lands proposed by NEXUS are not inconsistent with the recreational and environmental values of the Project, as more fully described below.

The temporary above ground easement in the South Hydro Park will allow for a temporary access road and temporary workspace for the NEXUS Project on the far east side of Project lands. These lands are not specifically reserved for Project recreational use, and their temporary use during construction of the Project should not disrupt recreation at the Ford Lake Hydroelectric Project. Following construction, Nexus shall restore and return these areas to pre-construction conditions in accordance with NEXUS's Erosion and Sediment Control Plan.¹⁴ The activities governed by the permanent easement across the North Hydro Park will be underground, and are not expected to interfere with any recreation as envisioned in the Ford Lake Hydroelectric Project's FERC-approved Recreation Plan.¹⁵

Furthermore, as described in the attached Easement Agreement, the proposed easements will contain the following provisions as required by Article 416(e)(3) of the License: (1) that the use of the lands conveyed will not endanger health, create a nuisance, or otherwise be

¹⁴ *NEXUS Gas Transmission, LLC*, Abbreviated Application for Certificates of Public Convenience and Necessity, at Appendix 1B1, Docket No. CP16-22-000 (November 20, 2015).

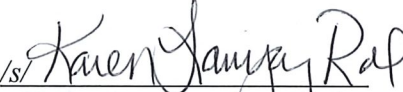
¹⁵ *Charter Township of Ypsilanti, Michigan*, Recreation Plan re the Ford Lake Dam, Docket No. P-5334-000 (June 12, 2009).

incompatible with the overall project recreational use; (2) that the grantee (NEXUS) shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project; and (3) that the grantee shall not unduly restrict public access to Project waters.¹⁶

VII. CONCLUSION

For the forgoing reasons, the Township hereby notifies the Commission of the proposed grant of two easements for non-project use of the Ford Lake Hydroelectric Project lands for the construction of a portion of the NEXUS Project. .

Respectfully submitted,


Karen Lovejoy Roe, Clerk

[CHARTER TOWNSHIP OF YPSILANTI]

¹⁶ See Article 416(e)(3).

CHARTER TOWNSHIP OF YPSILANTI ORDINANCE NO. 2017-474

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2017, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2017, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

| Meter Size (inch) | Allowed Usage Cubic Feet | CAPITAL CHARGE | | OM&R | | TOTAL | |
|-------------------|--------------------------|--------------------|------------|----------------------|------------|--------------------|------------|
| | | Contract Community | All Others | Contract Communities | All Others | Contract Community | All Others |
| 5/8-3/4 | 600 | \$1.45 | \$1.45 | \$19.38 | \$23.99 | \$20.83 | \$25.44 |
| 1 | 1000 | \$2.44 | \$2.44 | \$32.40 | \$40.84 | \$34.85 | \$43.29 |
| 1-1/2 | 2100 | \$5.34 | \$5.34 | \$66.48 | \$83.97 | \$71.82 | \$89.31 |
| 2 | 4000 | \$9.70 | \$9.70 | \$128.24 | \$161.40 | \$137.94 | \$171.11 |
| 3 | 9000 | \$21.85 | \$21.85 | \$279.86 | \$361.14 | \$301.71 | \$382.99 |
| 4 | 16200 | \$39.33 | \$39.33 | \$533.85 | \$650.88 | \$573.18 | \$690.21 |
| 6 | 36000 | \$87.41 | \$87.41 | \$1,151.04 | \$1,448.52 | \$1,238.44 | \$1,535.94 |
| 8 | 66000 | \$160.20 | \$160.20 | \$2,100.78 | \$2,645.96 | \$2,260.97 | \$2,806.15 |
| 10 | 102000 | \$243.93 | \$243.93 | \$3,251.84 | \$4,094.48 | \$3,495.77 | \$4,338.42 |
| 12 | 150000 | \$364.11 | \$364.11 | \$4,786.57 | \$6,025.77 | \$5,150.68 | \$6,389.89 |

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

| | CAPITAL CHARGE | OM&R | TOTAL |
|----------------------|----------------|---------|--------|
| Contract Communities | \$0.244 | \$2.098 | \$2.34 |
| All Others | \$0.244 | \$2.211 | \$2.46 |

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2017-474 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 15, 2017. The second reading is scheduled to be heard on September 19, 2017.


 Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti

TYLER POND TRESTLE REPLACEMENT AND DAM MODIFICATIONS

CONTRACT

Ypsilanti Community Utilities Authority – Charter Township of Ypsilanti

This contract is made and entered into by and between:

The **Ypsilanti Community Utilities Authority**, a Michigan municipal corporation, constituted under Act 233 of 1955, as amended, Michigan Compiled Laws, 2777 State Street, Ypsilanti, Michigan 48198 (“**YCUA**”); and

The Charter Township of Ypsilanti, a Michigan Municipal body corporate, 7200 S. Huron River Drive, Ypsilanti, Michigan, 48197 (“**Township**”).

1.0 ACKNOWLEDGMENTS

1.1 YCUA is undertaking the following capital improvement project: replacement of two existing timber trestles with a new precast concrete utility bridge to carry wastewater conveyance pipes over Tyler Pond in section 12 of the Charter Township of Ypsilanti (“the Project”).

1.2 The Township wants certain modifications to be made to the existing dam downstream the area of the Project, to wit: Permanent drawdown of the manmade impoundment, removal of an existing valve at the dam, permanent stabilization of the pond bottom once the impoundment is permanently dewatered, reestablishment of Willow Creek and related items (“Dam Modifications”).

1.3 YCUA and the Township agree that the Dam Modifications will be included in the Project, the Project will be bid by YCUA and the construction contract for the Project administered by YCUA. The Township will reimburse YCUA for the cost of the Dam Modifications according to the terms and conditions of this contract.

As part of the trestle replacement, YCUA will be responsible for certain portions of the Dam Modifications, in particular the drawdown of the impoundment and related items.

2.0 CONTRACT

Therefore, the parties agree as follows:

2.1 The Township provided YCUA with the plans, specifications, bid items and quantities for the Dam Modifications and those plans and specifications were included in and made a part of YCUA’s bid, plans, specifications and proposal for the Project.

2.2 YCUA advertised and let for bid the Project in accordance with YCUA policy and the requirements of the Michigan Department of Environmental Quality (“MDEQ”) Clean Water State Revolving Fund (“SRF”) loan program

2.3 YCUA has obtained funding for the Project through the SRF loan program administered by the MDEQ.

2.4 The Township is not a party to that loan and is and will not be made a party thereto by virtue of this agreement.

2.5 Following execution of this Contract and execution of a construction contract between YCUA and an independent contractor, YCUA will submit periodic invoices, but not more than once per month, to the Township for actual costs incurred for the Dam Modifications as specified by the construction contract. Following a final accounting of the project costs YCUA will submit a final invoice for the actual remaining unpaid costs. All invoices shall provide supporting detail and information which reasonably identifies and isolates the costs of the Dam Modifications.

2.6 The Township will promptly reimburse YCUA upon receipt of such invoices for all costs and expenses attributed to the Dam Modifications portion of the Project.

2.7 The expected cost for the Dam Modifications is \$1,918,495,. These expected costs for the Dam Modifications are based upon the low bid prices for the plans, specifications, bid items and quantities prepared by the Township for the Dam Modifications. YCUA does not represent, warrant, or guarantee that the Township's actual cost for the Dam Modifications will not exceed the Project bid. However, the Township will not be required to reimburse YCUA for any extras, over and above the contracted amount for the Dam Modifications, which have not been approved in advance by the Township. Such approval will not be unreasonably withheld.

3.0 GENERAL PROVISIONS

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For YCUA

Director
Ypsilanti Community Utilities Authority
2777 State Street
Ypsilanti, MI 48198

For the Township

Supervisor
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

3.2 This contract constitutes the entire contract between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this contract, are hereby canceled and superseded.

3.3 If any provision of this contract violates any law, the remaining provisions of this contract shall continue in full force and effect.

3.4 This contract shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.5 This contract has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.6 Failure or delay in performance of this contract by either party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this contract.

3.7 Without the prior written consent of the governing body of either party, neither this contract, any interest created by this contract, or any claim arising under this contract shall be transferred or assigned by either party.

3.8 The parties agree and it is specifically understood that the parties' performance under this contract does not and shall not confer upon YCUA any right, title or interest in the Dam Modifications and does not confer upon the Township any right, title or interest in the trestle replacement portion of the Project.

3.9 This contract does not create or vest any rights or privileges in any third party not a party to this contract. Notwithstanding any other provision of this contract, this contract and actions taken by either party under this contract, will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.10 Nothing herein shall be construed to constitute either party to this contract, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this contract.

3.11 This contract shall be effective and binding on the date on which the last of the parties signs this contract. It may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this contract.

IN WITNESS WHEREOF, the parties have set their hands to this contract the day and year here written.

**YPSILANTI COMMUNITY UTILITIES
AUTHORITY**

Dated: _____, 2017

By: Jeff Castro

Its: Director

Dated: _____, 2017

By: _____

Its: _____

**CHARTER TOWNSHIP OF
YPSILANTI**

Dated: Aug. 4, 2017

Brenda L. Stumbo

By: Brenda Stumbo

Its: Supervisor

Dated: Aug. 16, 2017

Karen Wojcik

By: Karen Wojcik
Its: Clerk

G:\YCUAproj\2014 - Tyler Pond Trestle Replacement\YCUA-YTown Agreement Draft.docx

Charter Township of Ypsilanti
Resolution No. 2017-19

Connecting Communities Initiative Grant

WHEREAS, the Washtenaw County Parks and Recreation Commission has a "Connecting Communities" Initiative; and

WHEREAS, this initiative allows communities in the county to receive grant funds for local trail projects to connect communities; and

WHEREAS, Ypsilanti Township has an opportunity to receive an estimated \$100,000 in grant dollars for the construction of a non-motorized path along Grove Rd. in front of Rawsonville School through this grant application; and

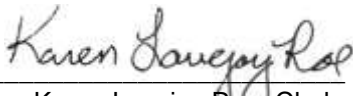
WHEREAS, there is a continual need to enhance our non-motorized path trail system; and

WHEREAS, applications are due by August 31, 2017 for the 2018 construction year and the award is made in November 2017; and

WHEREAS, this may be a collaborative effort with Ypsilanti Township, Washtenaw County Road Commission and Washtenaw County Parks and Recreation; and

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti Board of Trustees authorize signing of the application and any necessary contracts and submittal of the application by Township staff for the Connecting Communities Initiative.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2017-19 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 15, 2017.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

BUILDING DEPARTMENT CHIEF BUILDING OFFICIAL

Summary

This position is appointed to administer and enforce the Michigan building codes representing the Township and performs technical and supervisory work in directing the activities of the Building Department under administrative oversight of the Office of Community Standards (OCS). This position supervises Building Department inspection and plan review staff and supports neighborhood stabilization programs in collaboration with other departments within the OCS. This position engages in plan review, issuance of permits, inspections, interpretation and enforcement of building codes, property maintenance codes and associated codes and ordinances.

Supervision Received

Work is performed with considerable independence under the direction of the OCS Director. Exercises independent judgment within overall objectives and priorities established by the OCS Director and the Township Board and is held accountable for results.

Supervision Exercised

Directly supervises Act 54 registered inspectors and plan reviewers both employed and contracted by the Township. Assists with supervision of housing inspection staff and provides technical guidance on code interpretation and enforcement procedures.

Responsibilities and Essential Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform).

1. Administer and enforce the Michigan state building and associated codes as a registered building official appointed to represent the Township.
2. Direct and manage the operations and staff of the Building Department in the review of permit applications, issuance of permits, inspections, and the enforcement of the building codes, property maintenance code and related ordinances.
3. Provide direct supervision and direction to inspectors. Monitor employee performance and conduct evaluations of the inspection staff pursuant to the ISO requirements. Initiates training and continuing education according to demonstrated need and/or technical certification requirements. Has the authority to issue counseling and discipline limited to oral and written reprimands and to recommend more severe disciplinary action.

4. Demonstrate leadership skills in defining and effectively communicating building department objectives, township objectives and in creating a working environment that stimulates positive attitudes, problem solving and teamwork.
5. Act as technical advisor to OCS employees in solving difficult assignments and in reviewing the objectives, feasibility, techniques of execution, and resultant findings of their work. Work cooperatively with the OCS Executive Coordinator to provide guidance and feedback to OCS clerical staff in the administration of Building Department processes.
6. Explain, interpret and provide guidance regarding applicable building codes and related ordinances to architects, engineers, contractors, developers, property owners, members of the public and township officials. Provide assistance, respond to requests, and resolve complaints.
7. Review plan submittals, specifications and blueprints for new construction and/or the remodeling of buildings for compliance to building codes and related ordinances. Approves permit applications for construction or remodeling when compliance has been achieved. Approve and issue certificates of occupancy.
8. Demonstrate a cooperative effort with planning and development staff and consultants to facilitate a seamless transition of development projects from the planning process through construction to completion and issuance of a certificate of occupancy.
9. Coordinate with and provide technical support to the Ordinance Department and its staff to facilitate neighborhood stabilization programs and nuisance abatement services.
10. Coordinate with and provide technical support for housing inspection programs and services administered within the OCS.
11. Coordinate with the Police Services Administrator to support problem-oriented policing initiatives related to nuisance abatement activities and the enforcement of the Property Maintenance Code in neighborhoods and business districts.
12. Coordinate with and support the Fire Marshal with administration and enforcement of applicable fire codes.
13. Coordinate with Township legal counsel to support prosecution of code violations and civil litigation to achieve Township goals and objectives.
14. Prepare and review notices of code violations, letters, reports, and assemble background material to support enforcement activity. Establish and maintain code violation files and track the abatement process using established software programs (BS&A). Prepare material and evidence for the prosecution of code violations and provide testimony in court in such prosecutions as required.

15. Advise the Township Supervisor and other Township Officials on code enforcement matters, which may require the research and preparation of reports on a wide variety of topics, including those of a technical nature.
16. Provide staff support to the Construction Board of Appeals. Processes and reviews applications, makes recommendations per ordinance, prepare meeting packets and attend meetings.
17. Assist the OCS Director and OCS Executive Coordinator with preparation and presentation of annual budget requests to the Township Supervisor and Township Board. Monitor departmental expenses and initiate measures to operate within approved budgetary limits.
18. Performs other related work as assigned and required.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Graduation from an accredited high school or GED supplemented with advanced course work in building construction, architecture, or engineering preferred.
- Certification/Registration from the State of Michigan Department of Licensing and Regulatory Affairs as a Building Official, Building Inspector and Plan Reviewer with the ability to maintain certifications through attendance at required continuing education courses.
- Certification from the Michigan Department of Environmental Quality as a Soil Erosion Control Inspector preferred.
- Required experience:
 - A minimum of five years construction inspection and/or code enforcement experience required.
 - Ten years management experience inclusive of five years supervisory responsibility of a work group required.
- Skill in the use of computer software including, but not limited to, Microsoft Office applications, the BS&A Permits platform and the ability to conduct research using the Internet.
- Considerable knowledge of the methods, materials and techniques used in modern building design and construction.
- Thorough knowledge, understanding and ability to interpret all state and local building codes, property maintenance code, zoning and related ordinances.
- Thorough knowledge of the principles, practices and procedures of plan review, site inspection, and code enforcement. Skill and ability to read and interpret specifications, blue prints, and drawings.

- Knowledge of municipal government operations including administration and budgeting practices.
- Skill and ability to critically assess situations, solve problems, and work within deadlines and changes in work priorities.
- Ability to maintain confidential working relationships.
- Skill and ability to perform mathematical computations.
- Interpersonal skills to establish and maintain effective working relationships with coworkers and elected officials.
- The ability to communicate effectively with the public and to satisfactorily resolve conflicts and service complaints; the ability to maintain tact and diplomacy in dealing with the public.
- Ability to plan, direct, supervise and evaluate the work of subordinate employees.
- Ability to work independently and set daily schedule with minimal direct supervision. Ability to work flexible hours to include occasional evenings and weekends if necessary.
- Must possess and maintain a valid driver's license with a good driving record.
- Must have good hearing, clear speech and the ability to perform visual inspections.
- Must have mobility and be able to traverse uneven surfaces to supervise and perform inspections in the field.

Ypsilanti Township
Reviewed August 2017

Charter Township of Ypsilanti

PLANNING & DEVELOPMENT COORDINATOR

Summary

Performs responsible professional and administrative work in planning, reviewing, organizing and coordinating development activities.

Supervision Received

Work is performed under the general guidance of the Office of Community Standards (OCS) Director in accordance with Township, State, and Federal laws, ordinance and regulation applicable to specific areas of program activity. Work is reviewed through conferences and reports for overall program effectiveness.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Participates in the drafting and presentation of the Community Development Department budget. Monitors expenditures remaining within approved budgetary limits. Approves the billing of services and the submission of invoices for payment.
2. Advises the OCS Director and the Administrative Officials on planning, zoning and code enforcement matters which may require the research and preparation of reports on a wide variety of topics, including those of a technical nature.
3. Attends Township Board, Planning Commission and Zoning Board of Appeals meetings and assists as necessary to provide staff reports and recommendations on matters under consideration.
4. Assists the OCS Director with conducting pre-application meetings with petitioners and applicants, reviewing variance request applications, conducting on-site inspections for individual applications or requests.
5. Assists the OCS Director with coordination of preliminary site plan review by professional engineering and planning consultants, as well as external reviewing agencies. Further assists the coordination of detailed engineering reviews and final site plan approval for new development.

PLANNING & DEVELOPMENT COORDINATOR

Responsibilities and Duties (cont'd)

6. Assists the OCS Director with administration of regulatory business licensing applications such as smoking lounges, junkyards and collection boxes.
7. Assists the OCS Director in coordinating administrative functions for the Planning Commission and Zoning Board of Appeals, including overseeing citizen notification procedures, conducting research, preparing legal publication notices, and staff reports.
8. Assist residents, developers, contractors, architects, engineers, and attorneys on a variety of planning, zoning and development issues.
9. Reviews site plans and building permit applications for compliance with Township ordinances regulating, but not limited to, zoning, building, signs, fences, property maintenance codes and subdivisions. Includes answering public inquiries, reviewing development proposals and engineering plans for compliance, and reviewing the buildable status of individual properties.
10. Oversees the inspections, investigation and processing of complaints related to zoning code violations. May testify in court as an expert witness on technical and procedural matters.
11. Performs related work as required to carry out the community and economic development goals and objectives of the Township.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skill and abilities are essential. An employee in this position upon appointment, should have the equivalent of the following:

- Knowledge of the principles and practices of public administration.
- Considerable knowledge of land use principles and urban planning.
- Knowledge of zoning and site development rules, regulations, and ordinances.
- Interpersonal skill to establish and maintain effective working relationships.
- Ability to compile and analyze statistical and technical data and to present facts and recommendations effectively in written and oral form.
- Ability to perform mathematical computations.
- Ability to read and interpret specifications, blueprints and drawings.
- Ability to comprehend complex issues and identify alternative solutions and prepare appropriate recommendations.
- Ability to recognize and handle stress.

- Skill in the use of computer word processing, spreadsheet, database and GIS software.
- Must have good vision, hearing, physical mobility and verbal communication.
- Must be able to drive and possess a valid driver's license with a good driving record.
- Graduation from an accredited four-year college or university with major course study in urban planning or related field with two years of experience or any combination of education and training which provides the essential knowledge, skills and abilities.

Ypsilanti Township
August 2017

WASHTENAW COMMUNITY COLLEGE & YPSILANTI TOWNSHIP COMMUNITY CENTER AGREEMENT FOR EXTENSION CENTER OFFERINGS

This agreement is made by and between **Washtenaw Community College**, hereinafter called the **College** and the Charter Township of Ypsilanti Community Center, Ypsilanti, Michigan hereinafter called the **Center**.

The College and the Center desire to be partners in providing college programs to the residents of the College service area, in particular, Ypsilanti Township, thereby giving added dimension to the programs and services already available to the people of the community, with input from the Center staff and other community leaders. The Center desires to make this program available to the people of the College service area and Ypsilanti Township area by providing facilities and support for said college programs; therefore, it is deemed advisable to establish certain rules, regulations, and financial determinations so that the respective roles of the College and the Center can be delineated for the accomplishment of these purposes.

Therefore, be it mutually agreed in considerations of the promises to each other as follows:

The College agrees:

- To provide all instructional personnel and direct administrative services necessary for conducting quality educational programs.
- To provide classroom and technical equipment necessary to conduct classes.
- To promote enrollment for the college courses by providing appropriate publicity through local media.
- To schedule college courses at those times, days and evenings, in compliance to a mutually agreed upon calendar. A calendar of course dates and times must be arranged through the Center's Director prior to the start of each new class session.
- To make adequate prior arrangements and communications for course time and date changes due to unforeseen circumstances.
- To follow reasonable practices relating to the proper use and care of the Center properties and facilities.
- To conclude all classes no later than 8:00 p.m.
- To adhere to the current applicable Center's Rules and Regulations as stated in the following:
 - Smoking, the use of any alcoholic beverage and/or drug, other than those expressly prescribed by a physician for medical purposes, is prohibited.
 - The use of open flames, such as lighted candles, are strictly prohibited.
 - Any form of gambling or game of chance, unless expressly permitted by law and subject to the approval and issuance of special permits is prohibited on the premises.

- A Building Attendant and/or Custodian will be on duty during all hours of building operation and groups must guarantee responsiveness to the directives of all department staff. Accidents and damage, no matter how trivial must be reported to Department staff immediately.
- Property of the Community Center shall not be removed from the facility at any time.
- Groups shall not use, remove or disturb any supplies, bulletin boards or any other items in the Community Center. Some items may be moved or placed out of sight with advanced Department approval and must be returned to the original location at completion of use.
- Groups shall be restricted to the room(s) assigned, except for use of restrooms and common areas. Use of facilities outside the building is restricted to the parking facilities unless granted prior Department approval.
- Placement of posters, banners, decorations, etc. may be permitted upon prior Department approval.
- The Community Center is not responsible for equipment or supplies brought in by groups, but will work collaboratively with the College to ensure safety and security of the rented space.
- The Charter Township of Ypsilanti assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individual or groups of individuals while using the facilities.
- The Charter Township of Ypsilanti assumes no responsibility for damage or theft of personal items.
- The Township & organization using township buildings shall refrain from using Styrofoam products for use in Township Building (Charter Township of Ypsilanti Resolution 89-16)

The Center agrees:

- To provide a suitable classroom (Room 103) and access to additional classroom space in (Room 102) for a minimum of 8 hrs per week scheduled by the College at the Center based on a mutually agreed upon calendar.
- To allow persons to register for the college courses in accordance with the College's non-discrimination, Open Door Policy.
- To provide an on-site employee for the purpose of opening and closing the buildings and classrooms where College classes are conducted.
- To provide custodial and maintenance services for the facilities and grounds used by the College programs.
- To make classrooms physically accessible to the students and to see that the classrooms are kept open for College classes in a timely manner.
- To provide security and safety arrangements for college faculty and students similar to those provided to the employees and participants of the Center.

- In addition to the mutually agreed upon calendar that recognizes the Center's furloughs and planned closures, on certain school days, the Center may be closed due to inclement weather. On these days, College classes may not meet.

General Provisions:

- For the duration of this contract, this agreement covers use of the permanent space (Room 103) and the use of (Room 102) for a minimum of 8 hours each week for College classes; orientation, entry assessment, advising, counseling sessions, and staff professional development. Courses will generally be conducted between 9:00am-8:00pm, Monday-Thursday based upon the mutually agreed calendar.
- It shall be the individual responsibility of each of the parties to carry and maintain its own insurance of public liability and property damage.
- The Center and the College further agree to negotiate any changes that may be deemed necessary as a result of changed circumstances and to amend the contract through mutual agreement at any time during the said contract period.
- The School and the College agree to be bound by the provisions of this operating agreement for the period Sept. 1, 2017 through June 30, 2018 for the total sum of \$16,000.00 derived from the 2017-18 Adult Transitions/Washtenaw Intermediate School District (WISD) Grant Budget. The total sum will be paid in two equal installments of \$8000 by October 22, 2017 and January 31, 2018 and will be made payable to the Charter Township of Ypsilanti.

Responsible College Administrator Bonnie Truhn, Adult Transitions Manager
 College Area/Office Adult Basic Education FOAPAL:

 William L. Johnson
 WCC Vice President & Chief Financial Officer

 Date

Carol A. Stumbe / Karen Lovejoy Roe

 Township Supervisor/Designee
 Charter Township of Ypsilanti
Brandi L. Stumbo / Karen Lovejoy Roe
 Supervisor Clerk

Aug. 16, 2017

 Date



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.226.9522
F + 561.226.3558

sbasite.com

August 4, 2017

VIA EMAIL

Township of Ypsilanti
Attn: Doug Winters
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 481-1120
mcwinlaw@gmail.com

Re: Easement Agreement / Site ID: MI40154-T Site Name: Ypsilanti Township Offices

Dear Ground Owner:

SBA Monarch Towers I, LLC, a Delaware limited liability company, or an affiliate (“SBA”), proposes that it be granted the option to enter into an exclusive, term communications easement with the Township of Ypsilanti (“Owner”) over real property currently leased by SBA from Owner (“Property”) together with an assignment of the corresponding ground lease pursuant to an agreement in recordable form provided by SBA (“Easement”). A sample form Easement is attached hereto as **Exhibit “A”**. SBA proposes the following terms applicable to this transaction, in addition to the Easement:

Option Payment: Within 14 days after full execution of this option agreement (“Agreement”), SBA will pay the Owner the sum of One-Hundred Dollars (\$100.00).

Option Period: SBA shall have a period of seventy-five (75) days from full execution of this Agreement to inspect the Property and contact governmental authorities regarding the Easement (“Option Period”). If SBA elects not to exercise the option, it will send Owner notice of termination prior to the expiration of the Option Period. If notice is not sent prior to the expiration of the Option Period, SBA shall deliver the Easement and other documents necessary for closing (“Closing Documents”) within fourteen (14) days of the expiration of the Option Period.

Purchase Price: One-time payment in the sum of Three Hundred Seventy Thousand and No/100 Dollars (\$370,000.00), less any payments made to Owner in advance for ground rent or other rent (“Purchase Price”) attributable to any period subsequent to the closing date. Upon the payment of the Purchase Price, a communication easement agreement for a 50-year term will be executed and the rent for the balance of the 50-year term shall end. Accordingly, no additional consideration shall be due during the term of the Easement.

Closing: Owner shall execute and deliver to SBA the executed Easement and other Closing Documents, including, but not limited to, an owner’s affidavit, closing statement and documents required by SBA’s title company to issue an owner’s title policy in favor of SBA insuring the exclusive Easement within seven (7) days of receipt.

SBA will deliver Owner's closing proceeds, within two (2) business days following full execution of the Closing Documents by check or wire transfer ("Closing") in accordance with written instructions provided by Owner. The Closing will occur as soon as the conditions set forth on **Exhibit "B"** hereto are satisfied to SBA's satisfaction.

Confidentiality: Owner acknowledges that the terms expressed in this Agreement are confidential, and agrees not to disclose any information regarding this transaction, whether written or oral, to any third party without SBA's written consent. From the date of this Agreement until Closing, Owner agrees not to directly or indirectly solicit, initiate or encourage offers or proposals for the sale of the Property in whole or in part.

Cooperation: Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Easement.

By executing this Agreement below, Owner agrees to each of its terms and the terms of **Exhibit "A"**. Owner represents that it is the fee simple owner of the Property, with full authority to enter into this Agreement, the assignment at closing to SBA of the landlord's interest in the existing ground lease, and the Easement. This Agreement will be binding upon, and will inure to the benefit of, the Owner, SBA, and their respective successors and assigns. In the event of a breach of this Agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this Agreement. The effective date of this Agreement (and the Option Period shall begin) on the last date this Agreement is executed by the parties. Owner shall deliver the executed Agreement by (1) overnight courier or U.S. mail at the address below, (2) by facsimile to 561-322-2893, or (3) electronic mail to landinfo@sbsite.com. If Owner does not accept the terms of this Agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call Stephen Davis at 800-799-4722 x 7534.

Sincerely,

SBA Monarch Towers I, LLC

By: _____
Martin Aljovin
Vice President, Asset Optimization
Date: _____

OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

Township of Ypsilanti

By: Brenda Stamba
Print Name: Brenda Stamba
Title: Supervisor
Date: 8/21/17

Karen Lowjoy Rap
Clerk
8/21/2017





SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.226.9522
F + 561.226.3558

sbasite.com

August 4, 2017

VIA OVERNIGHT DELIVERY

Township of Ypsilanti
Attn: Doug Winters
7200 S. Huron River Drive
Ypsilanti, MI 48179
(734) 481-1120
mcwinlaw@gmail.com

Re: Easement Agreement / Site ID: MI40153-T Site Name: Ford Lake Park

Dear Ground Owner:

SBA Monarch Towers I, LLC, a Delaware limited liability company, or an affiliate (“SBA”), proposes that it be granted the option to enter into an exclusive, term communications easement with the Township of Ypsilanti (“Owner”) over real property currently leased by SBA from Owner (“Property”) together with an assignment of the corresponding ground lease pursuant to an agreement in recordable form provided by SBA (“Easement”). A sample form Easement is attached hereto as **Exhibit “A”**. SBA proposes the following terms applicable to this transaction, in addition to the Easement:

Option Payment: Within 14 days after full execution of this option agreement (“Agreement”), SBA will pay the Owner the sum of One-Hundred Dollars (\$100.00).

Option Period: SBA shall have a period of seventy-five (75) days from full execution of this Agreement to inspect the Property and contact governmental authorities regarding the Easement (“Option Period”). If SBA elects not to exercise the option, it will send Owner notice of termination prior to the expiration of the Option Period. If notice is not sent prior to the expiration of the Option Period, SBA shall deliver the Easement and other documents necessary for closing (“Closing Documents”) within fourteen (14) days of the expiration of the Option Period.

Purchase Price: One-time payment in the sum of Three Hundred Seventy Thousand and No/100 Dollars (\$370,000.00), less any payments made to Owner in advance for ground rent or other rent (“Purchase Price”) attributable to any period subsequent to the closing date. Upon the payment of the Purchase Price, a communication easement agreement for a 50-year term will be executed and the rent for the balance of the 50-year term shall end. Accordingly, no additional consideration shall be due during the term of the Easement.

Closing: Owner shall execute and deliver to SBA the executed Easement and other Closing Documents, including, but not limited to, an owner’s affidavit, closing statement and documents required by SBA’s title company to issue an owner’s title policy in favor of SBA insuring the exclusive Easement within seven (7) days of receipt.

SBA will deliver Owner's closing proceeds, within two (2) business days following full execution of the Closing Documents by check or wire transfer ("Closing") in accordance with written instructions provided by Owner. The Closing will occur as soon as the conditions set forth on **Exhibit "B"** hereto are satisfied to SBA's satisfaction.

Confidentiality: Owner acknowledges that the terms expressed in this Agreement are confidential, and agrees not to disclose any information regarding this transaction, whether written or oral, to any third party without SBA's written consent. From the date of this Agreement until Closing, Owner agrees not to directly or indirectly solicit, initiate or encourage offers or proposals for the sale of the Property in whole or in part.

Cooperation: Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Easement.

By executing this Agreement below, Owner agrees to each of its terms and the terms of **Exhibit "A"**. Owner represents that it is the fee simple owner of the Property, with full authority to enter into this Agreement, the assignment at closing to SBA of the landlord's interest in the existing ground lease, and the Easement. This Agreement will be binding upon, and will inure to the benefit of, the Owner, SBA, and their respective successors and assigns. In the event of a breach of this Agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this Agreement. The effective date of this Agreement (and the Option Period shall begin) on the last date this Agreement is executed by the parties. Owner shall deliver the executed Agreement by (1) overnight courier or U.S. mail at the address below, (2) by facsimile to 561-322-2893, or (3) electronic mail to landinfo@sbsite.com. If Owner does not accept the terms of this Agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call Stephen Davis at 800-799-4722 x 7534.

Sincerely,

SBA Monarch Towers I, LLC

By: _____
Martin Aljovin
Vice President, Asset Optimization
Date: _____

OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

Township of Ypsilanti

By: Brenda J. Stumbo
Karen Louiey Rap
Print Name: Brenda L Stumbo
Title: supervisor
Date: 8/21/17

Karen Louiey Rap
clerk
8/21/2017

