

This Document prepared by
and when recorded return to:
Thorin Burke
BP Pipelines (North America) Inc.
30 South Wacker Drive
Suite 900
Chicago, IL 60606

BP File: 4005_0845
Database: 11641

PERMITTED FACILITIES AGREEMENT

DATE: May 5, 2021

GRANTOR: BP River Rouge Pipeline Company LLC
30 South Wacker Drive, Suite 900
Chicago, IL 60606

GRANTEE: Pittsfield Charter Township
6201 W Michigan Ave
Ann Arbor, MI 48108

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **BP River Rouge Pipeline Company LLC** a Delaware limited liability company (hereinafter called "BP"), is the present owner of a right of way and easement (hereinafter called the "Easement"), in, over, through, under and across the following described parcel of land in Washtenaw County, MI:

See Exhibit A Attached hereto;

granted by Velta Cady and Donna Cady Willoughby, formerly known as Donna Cady, , to Standard Oil Company, an Indiana corporation, its successors and assigns, dated January 22, 1953 and recorded September 8, 1953 in Liber 634, Page 522 in the Office of the Recorder of Washtenaw County, Michigan.

WHEREAS, the Easement was amended and limited to a strip of land in the East half of the Northeast Quarter (E $\frac{1}{2}$ N $\frac{1}{4}$) of Section 27 and the West half of the Northwest Quarter (W $\frac{1}{2}$ N $\frac{1}{4}$) of Section 26, Township 3 South, Range 6 East, being more particularly described as follows:

The South 55 feet of the East 75 feet of the East half of the Northeast Quarter (E½ N¼) of Section 27 and the South 50 feet of the West half of the Northwest Quarter (W½ NW¼) of Section 26

(hereinafter called the "Easement Strip") by Liber 1759 Page 932 recorded June 4, 1980 in the Office of the Recorder of Washtenaw County, MI.

WHEREAS pursuant to the Easement, BP owns, maintains and operates a pipeline with equipment, appurtenances and apparatus thereto, if any (hereinafter collectively called "Pipeline") within said Easement; and

WHEREAS the Pittsfield Charter Township (hereinafter called "PITTSFIELD") is developing the the Platt Road Greenway – Phase 2 in Washtenaw County, Michigan, encompassing all or a part of the same land covered by the Easement Strip, and

WHEREAS, PITTSFIELD has requested BP to consent to certain improvements including the installation of a non-motorized path including the removal of an existing sidewalk ("Permitted Facilities"), as more clearly depicted on Exhibit B, attached hereto and made a part hereof, which would be within the Easement.

NOW, THEREFORE, in reliance on the aforesaid representation and the mutual covenants herein contained, notwithstanding any of the provisions of the Easement which prohibit such construction within the Easement, BP hereby consents and agrees, insofar as it has the lawful right so to do, to the construction and maintenance of the Permitted Facilities within the Easement, subject to the following terms and conditions:

- 1) BP has the right to remove portion(s) of the Permitted Facilities as necessary in BP's sole discretion in the exercise of its rights under the Easement. After BP has completed any work necessitating the removal of the Permitted Facilities or any portion thereof, PITTSFIELD shall be responsible for replacing and repairing the Permitted Facilities subject to the terms and conditions of this Agreement, BP shall not be responsible for any damage to the Permitted Facilities and PITTSFIELD releases BP from all costs, losses or damages directly or indirectly arising from BP's removal of portions of the Permitted Facilities.
- 2) To the extent permitted by law, PITTSFIELD shall release, defend, indemnify and hold harmless BP and its affiliates, and its and their agents, employees, officers, directors, insurers, contractors, subcontractors, representatives, successors and assigns (the "BP Parties") from and against any and all actions, claims, settlements, judgments, demands, liens, losses, liabilities, damages, fines, penalties, interest, costs, expenses (including, without limitations, expenses attributable to the defense of any actions or claims), and reasonable attorney's fees and other legal expenses and costs, (collectively "losses") arising out of (a) injury to, or death of persons (including any BP Party or any employee, contractor or subcontractor of BP or (b) damage to or loss of any property (including that of any BP Parties or any employee, contractor or subcontractor of BP or (c) harm to the environment, caused by, arising out of, or resulting from, either directly or indirectly, the activities contemplated under this Agreement, regardless of whether such losses are caused or contributed to (or allegedly caused or contributed to) by the joint, concurrent or any other form of negligence, strict liability (statutory or otherwise) or other fault of any BP Party, or a preexisting condition, but excluding any losses to the extent caused by the sole or gross negligence or willful misconduct of any BP Party.
- 3) All costs and expenses for constructing, operating, maintaining and removing the Permitted Facilities shall be borne solely by PITTSFIELD, its successors and assigns.

- 4) PITTSFIELD shall not commence with any excavation or construction without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so BP can arrange to have a representative present when PITTSFIELD or its contractor are performing activities contemplated under this Agreement.
- 5) BP may, at its sole discretion, elect to have a representative on site when PITTSFIELD or its contractor are performing activities contemplated under this Agreement and PITTSFIELD herein acknowledges that BP's representative shall have full authority to stop any of PITTSFIELD's excavation or construction related activities if BP's representative, in his/her sole discretion, feels PITTSFIELD's activities could result in damage to BP's Pipeline.
- 6) PITTSFIELD shall immediately cease work and notify BP if BP's Pipeline is struck by any means of earth disturbing equipment so BP can inspect its Pipeline, and if required, make all necessary repairs.
- 7) PITTSFIELD shall require its contractor to follow the general excavation and construction requirements outlined in Exhibit C attached hereton, and the terms outlined in the Approval Letter a copy of which is attached as Exhibit D when performing activities contemplated under this Agreement.

All notices shall be sent by United States registered or certified mail, return receipt requested, and shall be addressed to the parties at the addresses first mentioned above or at such other address as the parties may direct.

The Easement shall remain in full force and affect except as modified and changed by this Agreement.

If any one or more of the provisions of this Agreement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

[Signature pages follow.]

**Pittsfield Charter Township,
A Michigan municipal corporation**

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the _____, of Pittsfield Charter Township, a Michigan municipal corporation, and acknowledged to me that _____ executed said instrument for the purposes and consideration therein expressed, and as the act of said municipal corporation.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

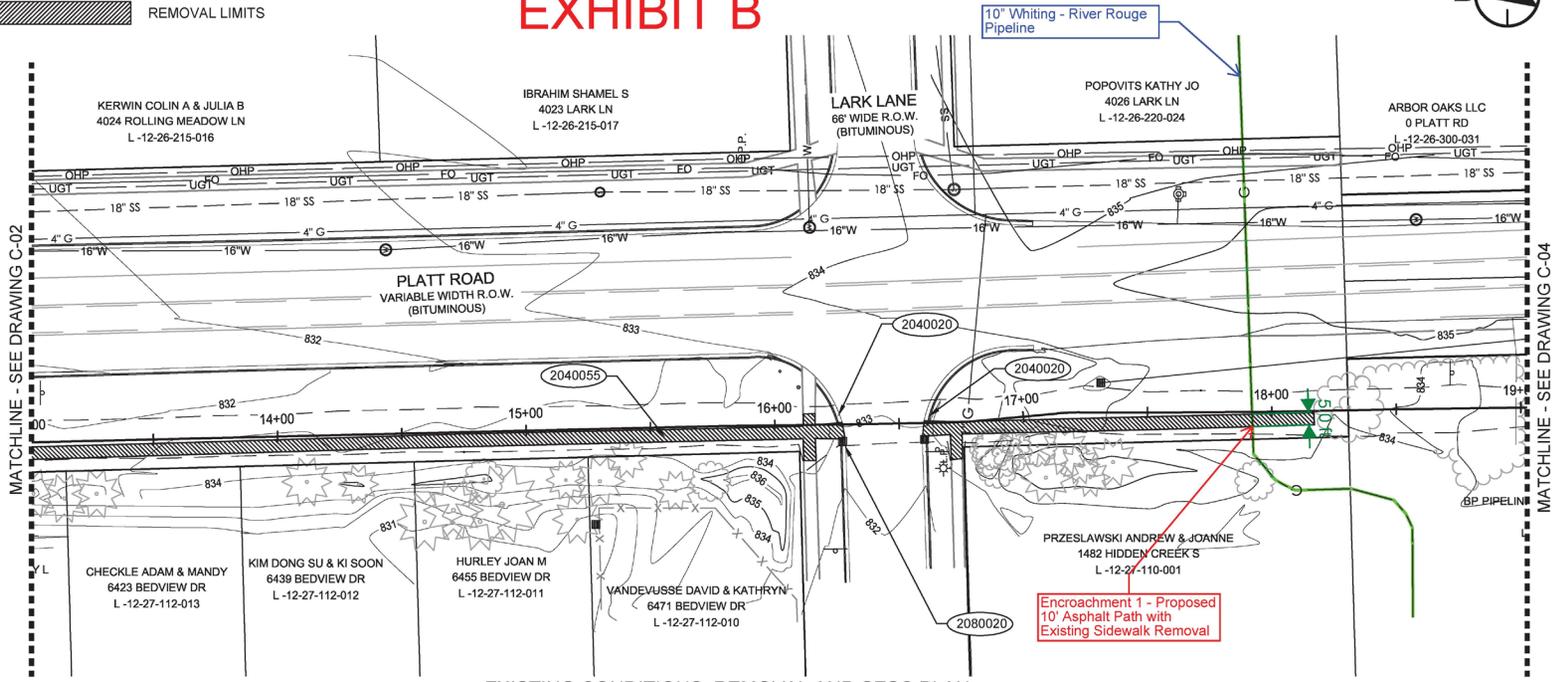
EXHIBIT A

The following described lands situated in Washtenaw County, State of Michigan to-wit:

The South 28 acres of the East half of the Northeast Quarter of Section 27; also 1.25 acres described as beginning in the East line of the Section at the Northeast corner of the South 28 acres of East half of Northeast quarter; thence West 278.40 feet in the North line of said. South 28 acres; thence Northeasterly to a point in the East line of Section; thence South 397.40 feet in the East line of Section to place of beginning, being a part of Section 27; also beginning at the West quarter post of Section 26, thence East 20.21 chains in the East and West quarter line to the Southeast corner of the West half of the Northwest quarter; thence North 22.27 chains In the East line of the West half of the Northwest quarter; thence West 20.21 chains to the West line of section; thence South 22.27 chains in the West line of section to the place of beginning.

- PROPOSED GRADING/DISTURBANCE LIMITS
- - - WETLAND LIMITS
- ▨ REMOVAL LIMITS

EXHIBIT B



EXISTING CONDITIONS, REMOVAL AND SESC PLAN

Originals of this Exhibit are available by contacting:
 BP River Rouge Pipeline Company, LLC
 30 S Wacker Dr - Suite 900
 Chicago, IL 60606
 BPIPELINESROW@BP.COM - Please reference TPR 11641 in any requests

#	DESCRIPTION	QNTY	UNIT
2040020	CURB AND GUTTER, REM		FT
2040055	SIDEWALK, REM		SYD
2080020	EROSION CONTROL, INLET PROTECTION, FABRIC DROP		EA
2080036	EROSION CONTROL, SILT FENCE		FT

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Stantec Consulting Michigan Inc.
 3754 Ranchero Drive
 Ann Arbor MI 48108-2771
 Tel: (734) 761-1010
 www.stantec.com

B	PERMIT SET	CAM	MDP	2020.04.24
A	WCRC PRELIMINARY REVIEW	CAM	MDP	2020.04.03
Issued		By	Appd	YYYY.MM.DD

NOTE:
 THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE AND GUARANTEED BY OTHER EXPERTS OR BARRIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING SERVICES PRIOR TO CONSTRUCTION.



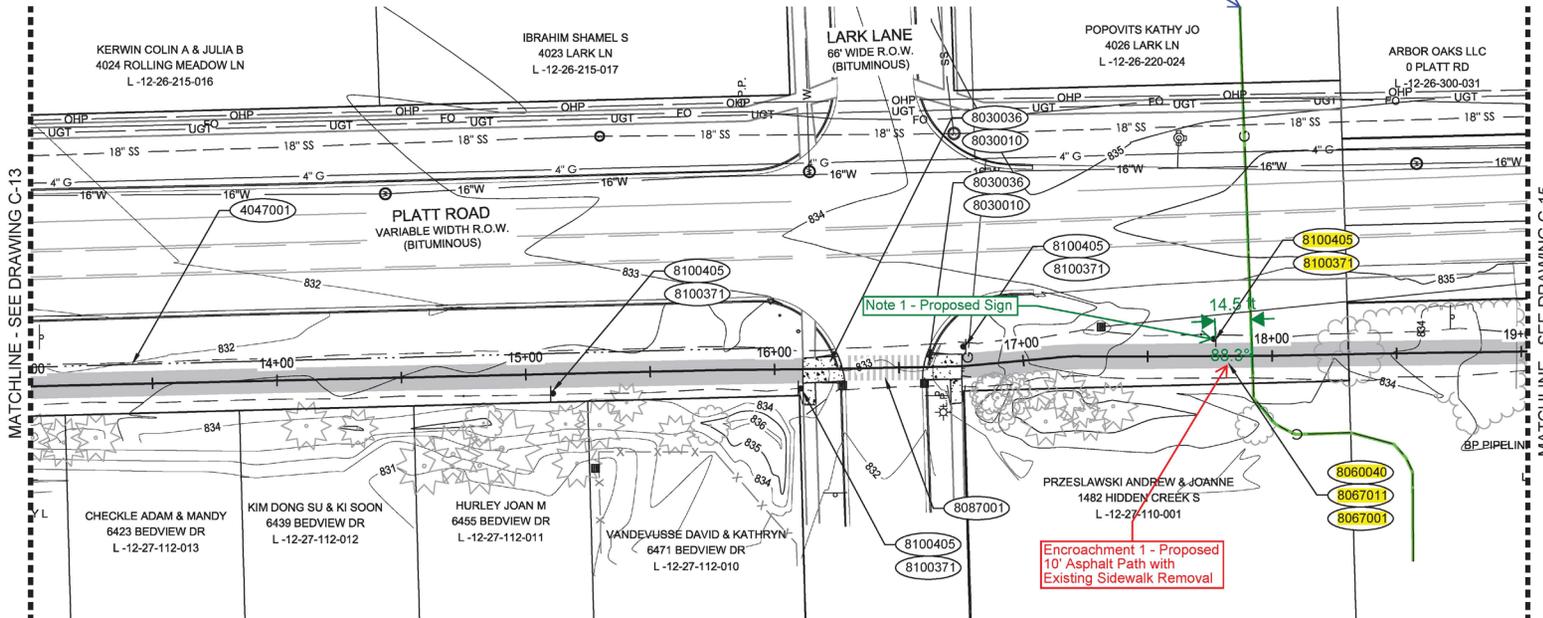
Client
 PITTSFIELD CHARTER TOWNSHIP
 Project
 PLATT ROAD GREENWAY - PHASE 2
 Title
 EXISTING CONDITIONS,
 REMOVAL AND SESC PLAN
 STA. 13+00 TO STA. 19+00

Project No.
 2075136601

Scale
 0 40' 80'

Drawing No. C-03 Sheet 17 of 50

- INFILTRATION TRENCH
- ▬ PROPOSED 10' BITUMINOUS PATH
- - - PROPOSED GRADING/DISTURBANCE LIMITS



CONSTRUCTION PLAN

#	DESCRIPTION	QNTY	UNIT
8030010	DETECTABLE WARNING SURFACE		FT
8030036	SIDEWALK RAMP, CONC, 6 INCH		SFT
8060040	SHARED USE PATH, HMA		TON
8067001	SHARED USE PATH, GRADING, SPECIAL		FT
8067011	SHARED USE PATH, AGGREGATE, 6 INCH MODIFIED		SYD
8087001	FENCE, WOVEN WIRE MESH WITH WOOD POST		FT
8100371	POST, STEEL, 3 LB		FT
8100405	SIGN, TYPE IIIIB		SFT
8110110	PAVT MRKG, POLYUREA, 12 INCH, CROSSWALK		FT

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Stantec Consulting Michigan Inc.
3754 Rancheros Drive
Ann Arbor MI 48108-2771
Tel: (734) 761-1010
www.stantec.com

B	PERMIT SET	CAM	MDP	2020.04.24
A	WCRC PRELIMINARY REVIEW	CAM	MDP	2020.04.03
Issued		By	Appd	YYYY.MM.DD

NOTE:
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE AND GUARANTEED BY OTHER ENGINEERS OR BARRISTERS TO THE COUNTRY WHERE OR CALICALLY REFERRED TO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING SERVICES PRIOR TO CONSTRUCTION.



Client
PITTSFIELD CHARTER TOWNSHIP
Project
PLATT ROAD GREENWAY - PHASE 2
Title
CONSTRUCTION PLAN
STA. 13+00 TO STA. 19+00

Project No.
2075136601
Scale
0 40' 80'
Drawing No.
C-14
Sheet
28 of 50

Excavation Specific Requirements

1. No excavation or construction activity will be permitted in the vicinity of a pipeline until all appropriate communications have been made with BP's field operations and the Right-of-Way Department. A formal engineering assessment may be required.
2. There shall be no excavation or backfilling within the pipeline right-of-way for any reason without a representative of BP on site giving permission.
3. In some instances, excavation and other construction activities around certain pipelines can be conducted safely only when the pipeline operating pressure has been reduced. Contractors are therefore cautioned that excavation which exposes or significantly reduces the cover over a pipeline may have to be delayed until the reduced operating pressures are achieved.

General Construction Activities

1. The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
2. Where it is necessary for construction equipment (*i.e.*, tractors, backhoes, dump trucks, etc.) or equipment transporting construction materials to cross the pipeline, the crossing of the pipeline right-of-way shall be at, or as near to, a 90° angle as is feasible.
3. To gain access to the job site, the contractor shall submit a plan indicating where construction equipment will cross the pipeline, along with the depth of the pipe at the crossings, any proposed ramping over the pipeline, together with the following specifications for the equipment: type and weight of equipment; for track equipment – track width and length; for wheeled equipment – number of axles (single or tandem axles). BP will perform a stress factor calculation to determine if the equipment can safely cross the pipeline. If crossing of the pipeline is allowed, special measures may need to be taken to ensure the integrity of the pipeline.
4. No track type construction equipment shall be permitted to pivot or turn directly over the top of the pipeline.
5. A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
6. A sheepsfoot roller shall not be used for compaction purposes within five feet (5') or directly above the centerline of the pipeline.
7. No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3 ½').



EXHIBIT D



BP Pipelines (North America) Inc.
30 South Wacker Drive
Suite 900
Chicago, IL 60606

June 18, 2020

Pittsfield Charter Township
Attn: Jessica West
6201 W Michigan Ave
Ann Arbor, MI 48108
westj@pittsfield-mi.gov
734-822-3134

Re: Platt Road Greenway – Phase 2
BP File No. 4005-0845 / BP Ref. No. 11641

Dear Ms. West:

BP Pipelines (North America) Inc. (hereafter referred to as BP) has reviewed the Platt Road Greenway – Phase 2 Plans dated 10-11-2019 (revised on 04-24-2020) for the proposed the installation of a non-motorized path including removal of an existing sidewalk, for Pittsfield Charter Township (hereafter referred to as PCT) and prepared by Stantec Consulting Michigan Inc., and has approved the plans with respect to the 10" Whiting – River Rouge Pipeline (hereafter referred to as the BP pipeline), subject to the following terms:

1. 811, the national One Call number, must be contacted, per your state requirements, prior to any excavation within twenty five feet (25') of the pipeline.
2. In addition to the "One Call", BP's Damage Prevention Specialist, Mike Baum (734) 776-6414, or his/her designated representative, shall be contacted at least 48 hours prior to any activities within twenty five feet (25') of the BP pipeline and must be present prior to commencing work or moving equipment within BP pipeline rights of way.
3. A copy of this letter must be onsite at all times, and all construction workers and equipment operators must be made aware of the requirements herein. Failure to have a copy of this letter onsite may result in a stop work order until the construction team is made aware of the terms and conditions set forth in this Approval Letter.
4. If the BP Damage Prevention Specialist, in his/her sole discretion, determines that PCT activities could result in damage to the pipeline, such Damage Prevention Specialist will notify PCT, and/or their operator or contractor. PCT herein acknowledges that the BP Damage Prevention Specialist shall have full authority to stop any of PCT's excavation or construction related activities in close proximity to the BP pipeline if in the BP Damage Prevention Specialist's sole opinion, PCT activities could result in damage to the BP pipeline.
5. Drawings C-03, C-14, and C-25 – PCT has proposed construction of a non-motorized path crossing above the BP pipeline including removal of the existing sidewalk along the west side of Platt Road.
 - a. The non-motorized path shall cross the pipeline at as close to a 90 degree angle as is feasible, and no crossing less than 45 degrees will be permitted (proposed 88°).
 - b. No excavation or backfilling will be permitted within the pipeline rights of way without the BP Damage Prevention Specialist onsite.

- c. A minimum of two feet (24") of undisturbed soil shall be maintained above the pipeline. Anything less would be considered a scope change and require further review/approval by BP, and if approved, any excavation within two feet (24") of the pipeline shall be done by hand.
 - d. BP requires seismic monitoring for any hammering/vibratory activities occurring around the pipeline. If such activities are to occur, a monitoring plan shall be submitted to BP for review and approval a minimum of ten (10) working days prior to proposed work. Monitoring shall be performed at the cost of PCT.
 - e. Pavement within twenty five feet (25') of the pipeline shall be removed by milling or sawcut.
 - i. Backfilling over the pipeline shall be as per the following:
 - f. Good quality fill shall be used for backfill and shall be compacted in six inch (6") lifts (not to exceed eight inches (8")) until surface grade is achieved.
 - g. Land restoration after construction shall not result in any grade reduction above the pipeline.
6. Prior to work within twenty five feet (25') of any BP utilities, the contractor and engineer shall coordinate with BP for review and approval of the proposed equipment ground pressure loading. BP shall be provided a minimum of ten (10) working days of notice to review provided documentation.
 - a. Once areas of crossing are approved by BP engineering, these shall then be clearly defined by a BP Damage Prevention Specialist and kept to a minimum. The pipeline shall be clearly flagged, and safety fence or silt fence shall be utilized to prevent accidental/unauthorized equipment crossings.
 - b. A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
 - c. A sheepsfoot roller shall not be used for compaction purposes within five feet (5') or directly above the pipeline.
 - d. No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3 ½').
 7. There shall be no storage of material (i.e. excavation spoils) or equipment over the BP pipeline without prior written approval.
 8. Should silt fence placement be required close to or over the pipeline, the BP Damage Prevention Specialist shall be contacted first in order to approve placement of the stakes (a minimum of five feet (5') from the pipeline) and flag the location of the pipeline.
 9. Should project sign placement be required close to or over the pipeline, the BP Damage Prevention Specialist shall be contacted first in order to approve placement of the sign posts (a minimum of five feet (5') from the pipeline) and flag the location of the pipeline.
 10. If applicable, all BP signage, vent pipes and test stations shall be protected during construction. Should any of these need relocation due to construction, this work shall only be performed by or under the supervision of the BP Damage Prevention Specialist.
 11. As-builts of the proposed construction in the vicinity of the BP pipeline shall be submitted to BP within 12 months after construction is completed.

Should your design require a field change in the vicinity of the BP pipeline, Mike Baum must be contacted and approve any revisions prior to actuating the changes in the field.

Best regards,

Matthew W. Moshier, P.E.

Matt Moshier
Project Manager