ACCESS AGREEMENT

This Agreement is entered into as of the date of the last signature below ("Effective Date"), by and between AT&T Services, Inc. having its principal place of business at 308 S. Akard Street, Room 1700, Dallas, Texas 75202 (hereinafter referred to as "AT&T") and Pittsfield Charter Township, having its principal place of business at 6201 West Michigan Avenue, Ann Arbor, Michigan 48108-9721 (hereinafter referred to as "Interested Party").

WHEREAS, AT&T is the owner of groundwater monitor wells located on property commonly known as 5331 W. Michigan Avenue, Ypsilanti, Michigan (the "Property"); and

WHEREAS, the Property is owned and operated by Perfection Bakeries, Inc. dba Aunt Millie's Bakery (herein after referred to as the "Land Owner"); and

WHEREAS, Interested Party has been requested by the Michigan Department of Environment, Great Lakes and Energy ("EGLE") to perform groundwater monitoring at sites of known groundwater contamination, including the Property, in association with a dewatering and sewer pipeline construction project that will be located approximately 1,000 feet southeast of the Property; and

WHEREAS, Interested Party seeks permission to access groundwater monitor wells MW-11, MW-12, and MW-19 ("the Wells") owned by AT&T to gauge groundwater elevations and/or collect groundwater samples for unleaded gasoline and/or diesel analyses in an effort to determine if dewatering impacts movement of the Property groundwater contaminant plume and reduce any risks associated with potential migration of the contaminant plume due to dewatering; and

WHEREAS, Interested Party seeks access to the Property that must be provided by the Land Owner independent of this Agreement because AT&T does not own or operate the Property;

WHEREAS, AT&T agrees to grant Interested Party access to the Wells subject to the terms hereof;

NOW, THEREFORE, in consideration of the covenants herein set forth, the Parties agree that:

1. As used in this Agreement, Hazardous Substances and Environmental Laws shall have the following meanings:

(a) "Hazardous Substances" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is or could be hazardous or toxic, and includes, without limitation, (a) mold, asbestos, polychlorinated biphenyls, and petroleum (including petroleum products or derivatives, crude oil or any fraction thereof), (b) any material classified or regulated as "hazardous waste" pursuant to the Resource

Conservation and Recovery Act or analogous state laws, and (c) any material, chemical or substance regulated under any Environmental Laws.

"Environmental Laws" means all federal, state, regional, county and local (b)statutes, regulations, ordinances, rules, regulations and policies, all court and administrative orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever, including but not limited to those relating to: manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Substances; air, water (including surface water, groundwater, and stormwater) or soil (including subsoil) contamination or pollution; releases of Hazardous Materials, protection of wildlife, endangered species, wetlands or natural resources; health and safety of employees and other persons; and notification requirements relating to the foregoing, including, without limitation, the following statutes, and regulations adopted thereunder: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. ("RCRA"); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. ("TSCA"); the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq. ("OPA"); the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq. ("EPCRA"); and the Occupational Safety and Health Act, 29 U.S.C. § 651 <u>et seq.</u> ("OSHA").

2. (a) AT&T hereby grants to Interested Party, its employees, agents, contractors, and consultants the limited non-exclusive right, at Interested Party's sole cost and expense, to access the Wells for the sole purpose of performing the "Work" defined in paragraph 2(b), below. AT&T shall have the right at all times, at AT&T's sole cost and expense, to have a representative accompany any employee, agent, contractor, or consultant of Interested Party while such person is on the Property.

(b) The "Work" as used herein shall be the undertakings described in the Scope of Work, attached hereto as Attachment A. The Work includes gauging groundwater levels and/or collecting groundwater samples for unleaded gasoline and/or diesel constituents at the Wells as further described in Attachment A. If Interested Party desires to perform additional Work on the Property that is outside the Work described in Attachment A, Interested Party shall submit a request in writing which details the additional requested Work on the Property and AT&T shall respond in writing whether the additional Work is approved, disapproved, or approved with modifications. In the event AT&T approves additional work on the Property, all of the terms and conditions of this access agreement shall apply in full force and effect to any additional work AT&T approves on the Property.

(c) Interested Party, or its employees, agents, contractors, and consultants shall provide AT&T's representative with three business days' notice prior to accessing the Wells. Such notice may be made to the representative designated in paragraph 9 via (i) personal delivery, (ii) mail, (iii) phone conversation or voice mail, or (iv) only if there is an "out of office" voicemail response or no voice mail, then via

electronic mail, and in any case following any instructions provided in an out-of-office voicemail or email notification. Because AT&T may also require access to the Wells for sampling and gauging during the period that the Interested Party is also using the Wells, the Wells must remain accessible for AT&T's purposes. An AT&T representative shall notify the Interested Party with three business day's notice prior to accessing the Wells.

(d) The Work shall be performed in compliance with all Environmental Laws and all local, state and federal laws, rules and regulations, including without limitation, any and all permits required thereunder, which permits shall be obtained by and at the sole cost of Interested Party. AT&T agrees to reasonably cooperate with Interested Party in obtaining any such permits.

3. During the performance of the Work, Interested Party and its employees, agents contractors, and consultants shall promptly remove, contain and properly dispose of all waters, samples, substances and materials generated in performance of the Work. Each time after accessing the any of the Wells, Interested Party and its employees, agents, contractors, and consultants shall return the Well to substantially the same condition as it was prior to Interested Party and its employees, agents, contractors, and consultants initiating Work. If Interested Party fails to do so and such failure shall continue for fifteen (15) calendar days after Interested Party shall reimburse AT&T for all the costs and expenses thereof within fifteen (15) calendar days after receipt of bills therefore from AT&T.

4. Notwithstanding any other provisions of this Access Agreement, AT&T hereafter at any time, at its sole discretion, may immediately terminate this Access Agreement.

5. Interested Party shall promptly provide AT&T with true and correct copies of any and all: (i) test results relating to the samples taken at the Property; and (ii) reports and other written documentation or information submitted to or received from any governmental agency which is pertinent to the Property, if any. (Subparagraphs 5(i) and 5 (ii) are hereinafter referred to as "Information").

6. ONLY TO THE EXTENT PERMITTED BY LAW, INTERESTED PARTY AND ITS CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD AT&T HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, SUITS, ACTIONS, INJURIES, DAMAGES, EXPENSES, COSTS, FINES, PENALTIES AND FEES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S, EXPERT'S, CONSULTANT'S AND LABORATORY'S FEES) OF EVERY KIND AND NATURE INCURRED BY AT&T, ITS EMPLOYEES, AGENTS, INVITEES, SUCCESSORS AND ASSIGNS TO THE EXTENT CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE WORK DEFINED HEREIN OR ANY ACT OR OMISSION OF INTERESTED PARTY, ITS CONSULTANT, EMPLOYEES, AGENTS OR REPRESENTATIVES IN CONNECTION WITH THE WORK DEFINED HEREIN. INTERESTED PARTY AND ITS CONSULTANT SHALL NOT PERMIT OR ALLOW ANY MECHANICS' OR MATERIALMANS' LIEN OF ANY KIND RELATED TO THE WORK OR THE ACCESS GRANTED HEREUNDER TO BE PLACED UPON OR ENFORCED AGAINST THE PROPERTY. IF INTERESTED PARTY'S CONSULTANTS OR SUB-CONTRACTORS FILE SUCH A LIEN, INTERESTED PARTY WILL POST A BOND OR OTHER SUITABLE COLLATERAL OR OTHERWISE DISCHARGE THE LIEN WITHIN THIRTY (30) CALENDAR DAYS OF NOTICE TO INTERESTED PARTY OF SUCH LIEN ON THE PROPERTY.

7. This Access Agreement shall not, nor shall it be deemed to, create any relationship whatsoever between AT&T and Interested Party, including that of joint venturers or landlord-tenant. This Access Agreement is not nor shall be deemed to grant an easement or license to Interested Party.

8. Interested Party shall provide AT&T written notice at the completion of the Work, which notice shall specify the date of completion of the Work. This Agreement shall terminate on the date which is the earliest of: (a) the completion of the Work or (b) thirty (30) days following the termination pursuant to paragraph 4. Regardless of how terminated, the provisions of paragraph 6, shall survive the termination of this Access Agreement.

9. All notices required or desired to be given hereunder shall be given as follows:

If to AT&T:

Name: Job Title: Address:	Greg Rainwater AT&T EH&S Remediation Site Manager AT&T Services, Inc. 308 S. Akard Street, Room 1700 Dallas, Texas 75202
Phone no.:	972-765-8038 (mobile)

E-mail address: gr4560@att.com

If to Interested Party:

Name: Title: Address:	Billy Weirich Pittsfield Charter Township Department of Utilities Director 4467 Concourse Drive Ann Arbor, Michigan 48108
Phone:	(734) 822-2106

E-mail address: weirichb@pittsfield-mi.gov

10. This Agreement shall be governed by the laws of the State of Michigan.

11. The terms contained in this Agreement, including all Attachments to or referenced in this Agreement, constitute the entire integrated agreement between Interested Party and AT&T regarding the subject addressed herein. This Agreement supercedes all prior oral and written communications, agreements and understandings of the parties. This Agreement may not be altered, modified or otherwise changed in any respect or particular whatsoever, except by a writing executed by the authorized representative of each party. In the event of a conflict between the provisions of the body of this agreement and Attachment A, the provisions in the body of the access agreement shall control.

12. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. The parties hereto agree that a signature to this Agreement produced by facsimile transmission, or other electronic transmission, such as a pdf document attached to and sent via electronic mail, is valid and is as effective as an original signature.

13. The term of the Agreement is for three months from the Effective Date, unless otherwise extended by mutual agreement of the parties or terminated by the terms of this Agreement or by AT&T as set forth in paragraph 4.

14. The person signing this Agreement on behalf of each party herby certify, and each party warrants and represents to the other, that the execution and delivery of this agreement is and has been duly authorized.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date last signature below.

<u>Pittsfield Charter Township:</u>

By: _____

Name: Billy Weirich

Title: Pittsfield Charter Township Department of Utilities Director

Date: _____

AT&T Services, Inc.:

Ву:

Name: Jurandir Felipe-Ortega jf8189@att.com

Title: Sr. Specialist – AT&T EH&S

Date: _____

ATTACHMENT A

Scope of Work



Stantec Consulting Services Inc. 27280 Haggerty Road, Suite C-11 Farmington Hills MI 48331 Tel: (248) 489-5900

June 28, 2022

Attention: Greg Rainwater Apex Companies, LLC 2121 Midway Road, Suite 100 Carrollton, Texas 75006

Re: Monitoring Well Access Request Former Ypsilanti-Pittsfield Garage (M65184) 5331 West Michigan Avenue Ypsilanti, Michigan 48197 Facility ID: 00011595

Dear Mr. Rainwater:

Stantec Consulting Services, Inc. (Stantec) has been contracted by Pittsfield Charter Township to manage design and installation logistics of a new sanitary sewer installation. The new sanitary sewer traverses a portion of Pittsfield Township between Platt Road and Munger Road, South of West Michigan Avenue (see attached figure). The 5331 West Michigan Avenue property (the Site) was identified, during a preliminary assessment by Stantec, as a property with subsurface contamination that was located within an approximate search radius of 0.5 miles of the sanitary sewer installation. Freedom of Information Act (FOIA) requests were submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to obtain more information regarding the subsurface contamination at the Site. FOIA results indicated that there was residual groundwater contamination beneath the Site that resulted from historical gasoline and diesel underground storage tanks (USTs) at the property.

To install the new sanitary sewer, the groundwater table needed to be temporarily lowered. To accomplish this, temporary wells were installed along the new sanitary sewer corridor in which pumps were installed. Stantec calculated estimated dewatering radii of influence that would potentially result from dewatering activities. The radius of influence when dewatering in the vicinity of Hickory Woods Park and Crane Road (ie near to the Site) is estimated to extend no closer than approximately 500 feet to the Site. Produced water from the dewatering activities is currently being discharged to Paint Creek located east of Munger Road.

To reduce the risk that the dewatering will cause offsite migration of groundwater contamination from the Site, EGLE has recommended that groundwater monitoring be conducted near the Site. Stantec has identified several groundwater monitoring wells at the Site (MW-11, MW-12, and/or MW-19) that we would like to access for monitoring purposes.

Stantec, on behalf of Pittsfield Charter Township is hereby requesting access to monitoring wells (MW-11, MW-12, and/or MW-19) at the Site from July 5, 2022 through August 31, 2022 to conduct the following activities:

• Monitor groundwater depths using a water level meter or by installing temporary down-well pressure transducers to be monitored via Bluetooth.



June 28, 2022 Page 2 of 3

• Collect periodic groundwater samples for laboratory analysis of unleaded gasoline and/or diesel parameters.

Upon receiving access, and prior to commencing monitoring activities, Stantec will provide Apex Companies, LLC and the owner of the Site with an onsite notification the day prior to being onsite. Groundwater gauging and analytical results (if samples are collected and submitted for laboratory analysis) will be provided to Apex Companies, LLC in a summary letter every two weeks.

The methodology with which proposed field activities will be conducted is as follows:

During all tasks, the following will be conducted:

- Notify Site of arrival and scope of work.
- Perform pre-work safety assessment.
- Set up traffic control around each work location for safety.
- Remove traffic control at each work location upon task completion.
- Notify Site of departure.

Monitoring well gauging (via water level meter):

- Remove manhole cover and J-plug from top or well casing.
- Insert a clean water level meter. Cleaning will consist of washing the tape and probe with an Alconox and water solution followed by rinsing with deionized water.
- Record water level.
- Remove and clean water level meter between each monitoring well to prevent potential crosscontamination.
- Replace J-plug onto top of well casing, replace manhole cover, and bolt manhole cover to secure.

Transducer installation:

- Remove manhole cover and J-plug from top of well casing.
- Calibrate and program transducer per manufacturer specifications.
- Insert decontaminated down-well transducer.
- Test Bluetooth data collection.
- Replace J-plug onto top of well casing, replace manhole cover, and bolt manhole cover to secure.

Transducer data collection via Bluetooth:

- Remove manhole cover and J-plug from top of well casing (if necessary).
- Download groundwater gauging data from transducer via Bluetooth.
- Replace J-plug onto top of well casing, replace manhole cover, and bolt manhole cover to secure.

Groundwater sampling (if samples are collected for laboratory analysis):

- Remove manhole cover and J-plug from top or well casing.
- Insert clean water level meter.
- Record water level.



June 28, 2022 Page 3 of 3

- Insert new plastic bailer into monitoring well and purge approximately 3 well volumes of water from the well into a clean bucket.
- Water samples will be collected directly into laboratory supplied sampling containers.
- Remove and clean water level meter between each monitoring well to prevent potential crosscontamination.
- Remove bailer and place in trash bag.
- Pour purged groundwater on the ground near the monitoring well.
- Replace J-plug onto top of well casing, replace manhole cover, and bolt manhole cover to secure.
- Samples will be shipped under chain-of-custody (COC) protocol in an ice-packed cooler to a laboratory for analysis of gasoline and/or diesel parameters.
- All trash and will be removed from the Site for offsite disposal.

Please contact me at (248) 949-2549 with any questions or comments you may have.

Regards, STANTEC CONSULTING SERVICES INC.

Paul Bojesen, Associate Geologist, CPG 27280 Haggerty Road, Suite C-11 Farmington Hills MI 48331 paul.bojesen@stantec.com

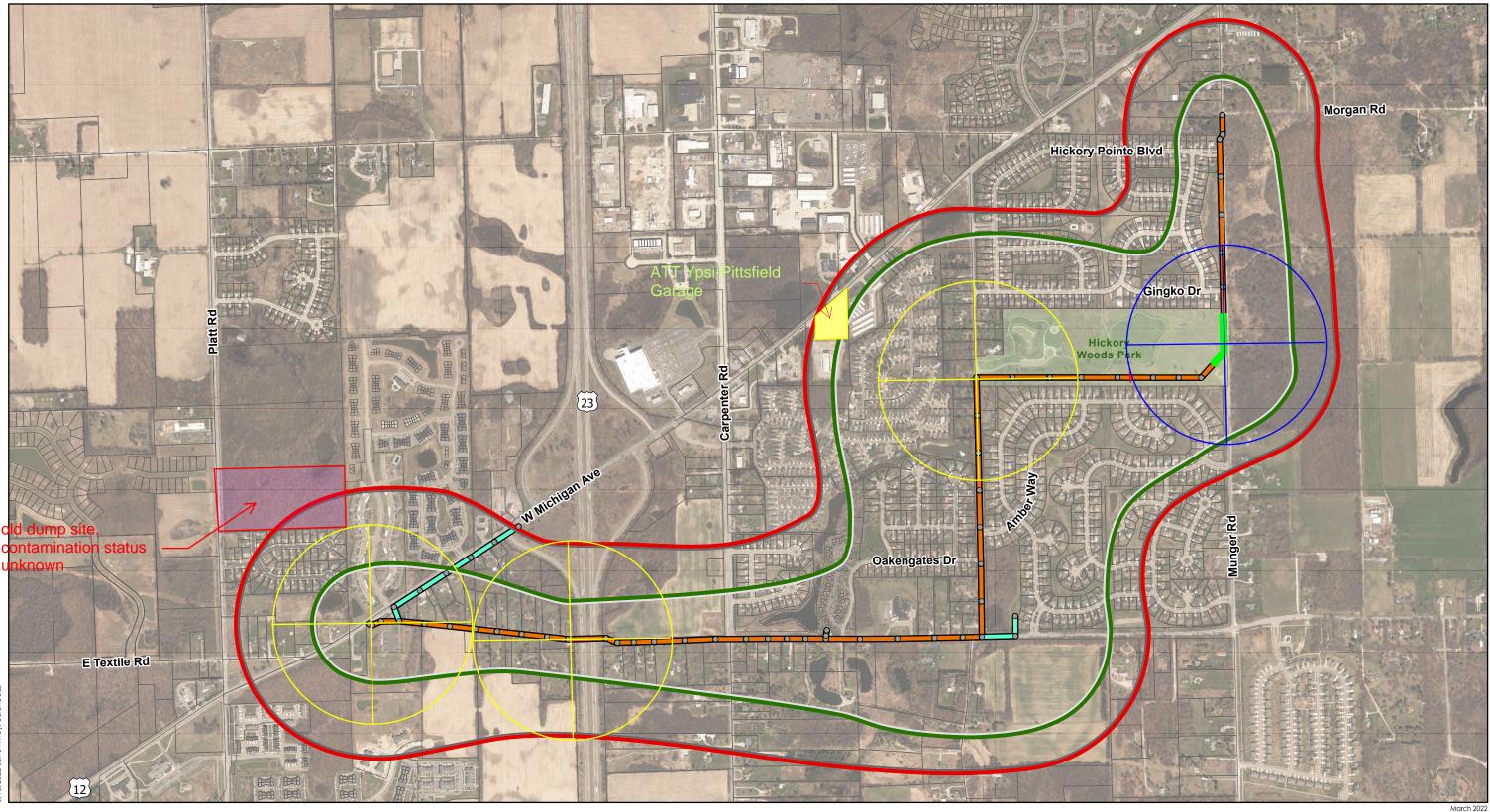
Stantec Consulting Services Inc. Corporate address is: 400-10220 103 Avenue NW Edmonton Alberta T5J 0K4

cc: Spencer Cain, Stantec

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE 5/1/2023								E 5/1/2023	DATE (MM/DD/YYYY) 4/22/2022						
С В R	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.														
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(816) 960-9000							INSURER(S) AFFORDING COVERAGE NAIC #								
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Original Sheet - ANSI B

Diameter

• Proposed Sanitary Manholes

Estimated Dewatering Cone of Influence

- Maximum Range Estimate
- Minimum Range Estimate



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Project PITTSFIELD CHARTER TOWNSHIP US-12 WASTEWATER IMPROVEMENTS Figure No.



Title

DEWATERING CONE OF INFLUENCE