

SEWER CONNECTION AGREEMENT

THIS AGREEMENT dated _____, 2026 by and between the **TOWNSHIP OF HAMBURG**, a Michigan General Law Township (hereafter called "Township"), with offices located at 10405 Merrill Road, Hamburg, MI 48139, and **EROP LLC**, an Illinois limited liability corporation whose address is 3130 N. Kandy Lane, Ste. A, Decatur, IL 62526 (hereafter "Owner"). The following is a recital of the facts and conditions underlying this Agreement:

WITNESSETH:

The Township owns and operates a sanitary sewer collection and disposal system within the Township and provides sanitary sewer service to various areas within the Township (the "Township System").

The Code of General Ordinances for Hamburg Township, Michigan, Chapter 14 – Environment; Article III. – Wastewater Treatment and Administration (collectively, the "Ordinance"), establishes the Township Sanitary Sewer System and sets forth the requirements for connection, terms and conditions for sewer connections and service applicable to all users of the Township System.

The Owner is in the process of building an automatic car wash facility to be known as the Whitewater Express Car Wash (the "Project") consisting of an automatic single line car wash using non-recycled water on the real estate more particularly described in **EXHIBIT A** attached hereto (the "Property").

The Owner has requested and the Township has agreed to provide sanitary sewer service with an initial assessment of thirty (30) REUs to the Property for the benefit of Project.

Further, in order for the Property to be connected to the Township System a sampling manhole must be included on the discharge line of the wash bays before the car wash discharge connects with any domestic sewage to allow the Township to sample.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The foregoing recital of facts and conditions is incorporated herein by reference.
2. The Township agrees to provide sufficient capacity for sanitary sewer service to the Owner for the automatic single line car wash facility.
3. In exchange for the Connection being made available for the Project, the Owner shall pay the Township the sum of Six Thousand Five Hundred Dollars (\$6,500.00) for any and all engineering costs and expenses associated with any review, design, support, coordination, inspection, witnessing of testing, provision of equipment and materials, and approval and acceptance of the Owner System as part of the Township System pursuant to the Engineers review letter attached hereto as Exhibit C. Construction inspection costs will be billed on a time and material basis to cover all pre-construction meetings, inspections, etc. Additional fees will be communicated if modifications to the pump station are required. The Owner shall be responsible for the construction staking and sewer “as-built” drawing preparation. Owner hereby agrees to be solely responsible for the immediate payment of any cost overruns for engineering review services. Provided however, inspection costs shall not include observation of construction but only actual review of completed work or testing.
4. Owner shall be responsible for all expenses and fees incurred for testing required by the Michigan Department of Environment, Great Lakes & Energy (EGLE) for the wastewater treatment plant permit modification made necessary by the addition of the car wash to the sewer system. If PFAS is found in the car wash discharge into the Township sewer system, Owner shall be responsible for any and all costs associated with remediation of the PFAS contamination.
5. In addition to the expenses and costs set forth in Paragraphs 3 and 4, the Owner shall, at its sole cost and expense, (i) construct the gravity Collection System to connect to the existing pumping station, pursuant to all engineering drawings in accordance with the Township’s specifications; (ii) retain and pay all contractors necessary to install all necessary pipes, conduit, service laterals, electrical and other fixtures and equipment necessary to construct the Sewer Collection System on the Property; and (iii) have the gravity Collection System constructed per Township specifications. Provided further that any contractors performing the work set forth in this paragraph must be approved by the Township prior to the commencement of any construction activities. The Collection System so built, inspected and approved by the Township shall be

dedicated to, and become the sole property and responsibility of the Township, which shall operate and maintain the System as a part of the Township System. The Owner shall execute any and all documents to convey all necessary easements for, and title to, the Collection System to the Township in order to enable the Township to operate and maintain the Collection System. The Owner, and the Contractor individually, hereby provides the Township with a five-year warranty for any system failure commencing upon the date of the Township's acceptance of the Collection System. Any such extensions or connections constructed by the Owner shall be constructed in accordance with Township Ordinances and standards, as amended, together with any other requirements or regulations by any other governmental agency.

6. The Owner further acknowledges that as a result of the Township System, its car wash facility will be benefited by virtue of having been provided with sanitary sewer services. The Owner further acknowledges it, or future purchasers of the Project unit shall be solely and separately responsible for any and all connection fees, engineering, review, inspection, or construction costs necessary to connect any structures to the Township System pursuant to Township ordinances, as amended. The parties acknowledge that the Owner shall be solely responsible for the installation of the gravity sewer lead for the facility. The gravity sewer lead shall be the liability of the Project if, and only for so long as, the Township has not assumed the responsibility of their ownership, operation, inspection, maintenance and repair. At the time the Owner applies for a Land Use Permit (LUP), Owner shall pay for the Engineering review fees and the sewer connection fees at the then prevailing rate as may be established by the Township together with any other associated administrative fees charged by the Township.

7. Owner shall be responsible and liable for compliance with any and all applicable statutes, ordinances and/or regulations regarding discharge by Owner into the Hamburg Township Sanitary Sewer System, including, but not limited to, EGLE regulations regarding PFAS, PFOA and/or any other chemicals introduced and discharging into the Sewer System from the site by Owner or Owner's tenants, employees, contractors, or invitees. Owner shall not be responsible or liable for (i) PFAS, PFOA, or other contaminants present in the influent water supplied to the Property by the Township or any third party (and not introduced by Owner) or (ii) any contamination existing in the Sewer System or Property prior to the commencement of Owner's operations on the Property. In addition, Owner shall prevent the introduction of any solid, liquid or viscous substances

which may cause obstruction to the flow in the sewer or otherwise interfere with the operation of the wastewater treatment facilities in compliance with Section 14-50; Industrial Wastewater Treatment, pursuant to said Ordinance. Violation of this or any other Section of the Ordinance shall result in a municipal civil infraction, subject to all fines and penalties as set forth in said Ordinance.

8. Pursuant to Township Ordinance, all non-residential users shall have a water meter, of the size and type approved by the Township, installed on the User's water supply upon connection to the sanitary sewer system. The Owner shall purchase the meter through the Township. The cost of both the meter and the installation shall be paid by the User. Wiring the meter to an electronic touchpad shall be included as part of the water meter installation and will be subject to Township approval. One inch (1") and three-quarter (3/4") water meters are typically in stock. Owner will need to confirm the size of water meter needed with the Township. Additional sizes of meters may require a special order and may result in a delay in obtaining the water meter.

9. Owner shall be assessed a total of 30.0 REUs for the car wash project. Pursuant to the Connection Agreement, the Owner shall purchase the sewer REUs in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars per REU ("Connection Fee") for a total of Two Hundred and Twenty Five Thousand and 00/100 (\$225,000.00) Dollars due at the time a Land Use Permit application is submitted to construct the project as set forth in **Exhibit B**. The provisions of Chapter 14, Article III Section 14-51(h)(1)(d) shall not apply to Owner or any successor nor shall any amendment of the ordinances allow recalculation of this connection fee unless the Project/facility expands.

10. **Operation and Maintenance Costs.** In accordance with the amounts set forth above, the Property will be subject to continuing operating and maintenance (O & M) charges and any other rates or charges for use of the HTSSS as set forth in any and all applicable Township Ordinances, as may be amended based on the rate established by the Board of Trustees.

11. **Special Assessment Lien.** The Owner and the Township further agree this Agreement shall constitute a special assessment lien on the Property pursuant to Act 188, Public Acts of 1954, as amended, MCL 41.721 et seq (AAct 188") for any unpaid amounts that may become due and owing as a result of this Agreement. Owner specifically acknowledges they are entitled to certain public hearings and notices pursuant to the provisions of Act 188, and the Owner voluntarily agrees to waive any rights it may have to such public hearings and notices. Owner

specifically agrees that the special assessment lien created by this Agreement is a valid and binding lien, enforceable in accordance with the terms of Act 188 and the Laws of the State of Michigan. Township shall have all rights to enforce this lien as provided under Act 188 and the laws of the State of Michigan, including but not limited to imposing penalties and the additional interest, placing delinquent special assessments on the Townships Ad Valorem property tax roll, selling the Property at a tax sale, and disconnecting the Property from the HTSSS. Owner agrees this Agreement may be recorded with the Livingston County Register of Deeds. Owner warrants, agrees and covenants with the Township that they shall take no action to challenge the lien created hereby and the Owner warrants, agrees and covenants they will not take any other steps to question the legal effect of the lien created by this Agreement.

12. The Owner agrees to execute any and all easements or conveyances necessary to the Township in order to effectuate the terms of this Agreement. Said documentation includes, but is not limited to, bills of sale and easements under existing or future rights-of-way over, across and under the Property. Each owner of an individual building unit within the Project who obtains a building permit shall be responsible for the execution and delivery of any necessary sewer easements and conveyance documents necessary to effectuate the terms of this Agreement, to the extent that such sewer lines and related components are installed by the building owner after sale of the Project by the Owner. Any gravity sewer lines which form a part of the Sewer Connection constructed on the Property shall become the sole and separate property of the Township upon completion, approval and acceptance by the Township at the completion of the Connection. The Township shall accept any dedications and or conveyances in writing and thereafter be solely and separately responsible for the operation and, after the warranty period, maintenance of the entire sanitary sewer system as contemplated by this Agreement.

13. Any and all notices shall be given to the parties by personal delivery, expedited delivery service (such as Fed Ex) or United States certified mail, return receipt requested, at the addresses set forth on Page 1 hereof, or at such other addresses as the parties shall notify one another of in writing. All such notices shall be effective on delivery, unless given by certified mail, in which case such notices shall be effective 2 days after deposit thereof with the U.S. Post Office.

14. No change, amendment, or modification hereof shall be valid unless embodied in a written instrument executed by the parties hereto.

15. This Agreement shall be construed under, and any proceedings for the enforcement of any rights shall be governed by the laws of the State of Michigan.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

HAMBURG TOWNSHIP

By: Jason B. Negri
Its: Supervisor

By: Michael Dolan
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2026, before me a Notary Public in and for said County, State of Michigan, personally appeared Hamburg Township, Jason B. Negri, Supervisor and Michael Dolan, Clerk, who being duly sworn depose and say that they have read the foregoing document by them subscribed and know the contents thereof; that the same is true of their own knowledge, and to those matters therein contained and stated to be upon information and belief, they believe them to be true.

_____, Notary Public
Livingston County, MI
My commission expires:
Acting in _____ County

**OWNER
EROP LLC**

By: Jeffry A. Justice
Its: Assistant Manager

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
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State of California
County of San Diego

On the _____ day of _____, 2026, before me, _____, Notary Public, personally appeared Jeffry A. Justice who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his on this instrument the person, or entity upon behalf of which the person acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A

This **Exhibit A** is attached to and made a part of a certain SEWER CONNECTION AGREEMENT, dated _____, 2026 between EROP LLC and Hamburg Township.

LEGAL DESCRIPTION

Parcel # 15-22-400-023

Land situated in the Township of Hamburg, County of Livingston and State of Michigan, being more particularly described as follows:

SECTION 22 T1N R5E COM E 1/4 COR SAID SEC TH S 01*08'26"E 95.25 FT TO S LINE M 36 TH ALG CHD BRG N 73*10'10"W 179.03 FT TH S 06*08'27"W 33 FT TH ALG CHD BRG N 87*53'03"W 63.11 FT TH S 88*05'53"W 489.73 FT FOR POB TH S 01*54'07"E 118.50 FT TH S 43*50'39"W 116.73 FT TH ALG CHD BRG S 65*55'22"W 18.79 FT TH S 88*00'04"W 16.28 FT TH N 02*53'15"W 72.01 FT TH S 88*00'04"W 201.44 FT TH N 02*00'09"W 111.55 FT THO S LINE M 36 TH N 87*40'10"E 130.30 FT TH N 02*19'50"W 22.89 FT TH N 88*05'53"E 190.04 FT TO POB CONT 1.03 AC ENCUMBERED BY CHILSON COMMONS SHOPPING CENTER CONDOMINIUM, UNIT 10.

THIS INSTRUMENT DRAFTED BY:
John W. Drury (P12973)
915 North Michigan St, Ste. 6
Howell, Michigan 48843

WHEN RECORDED RETURN TO:
Hamburg Township
Attn: Utilities Department
P.O. Box 157
Hamburg, MI 48139

Engineer's Opinion of Probable Construction Cost

EXHIBIT B

Connection to Low Pressure Sewer System

Chilson Commons, Unit 10
Job Address: 5580 E. M-36
Tax I.D. #: 15-22-400-023
Owner: EROP LLC
Mailing Address: 3130 N. Kandy Lane, Suite A
Decatur, IL 62526
Phone: Day: () Evenings:
Date: June 11th, 2026

Item

Construction Costs (Contractor <u>NOT INCLUDED</u>)	System Cost
• Engineering Review Fees	\$ 6,500.00
• Install Grinder Pump Station (GPS) - (Tie into the grinder pump station control panel)	\$
• Equipment Mobilization	\$
• 1-1/2" Discharge Pipe - Directional Bore (L.F. at \$ /L.F.)	\$
• Lateral Sewer Connection	\$
• Restoration of Property (Grass Seed, Straw, etc.)	\$
• Electrical Service for Grinder Pump Station (From Control Panel to Structure) (Optional – MUST be completed by a licensed electrician, requires permit.)	
Residential Structure – Tie into electrical supply from existing meter box	\$
Residential Structure – Tie into electrical supply from existing circuit panel	\$
Commercial Structure – Tie in price to be agreed upon with Contractor	\$
• 4" Building Sewer Pipe (connection to GPS)-(Optional - may be completed by Homeowner)	\$
• <u>Abandon Septic Tank</u> - (Optional - may be completed by Homeowner)	\$
* Includes 4" building sewer connection into grinder pump station.	
Subtotal Engineering & Construction Costs**	\$ 6,500.00
** Construction Costs are <u>not</u> included in Project costs.	

Materials & Services Provided by Township

• Administration*	\$
• MI DEQ Permit # Issue Date:	\$
• Grinder Pump Station System	\$
• Sewer Connection Charge (30.00 REUs x \$7,500.00 per REU)	\$ 225,000.00

Subtotal Mtl. & Serv. Provided by Township \$ 81,500.00

TOTAL (to be paid prior to starting Installation) \$ **231,500.00**

* Administration includes: Easement Preparation & Recording; Engineering for GPS Location; Contractor and Supplier Coordination; Inspections; Permanent Records; System Activation.