



CITY COUNCIL ACTION REPORT

December 9, 2015

TO: Honorable Mayor and Troy City Council Members

FROM: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney

SUBJECT: Agreement for Temporary Construction and Permanent Easements for DTE Ariel Substation on Doyle Drive, North of the Transit Center

History

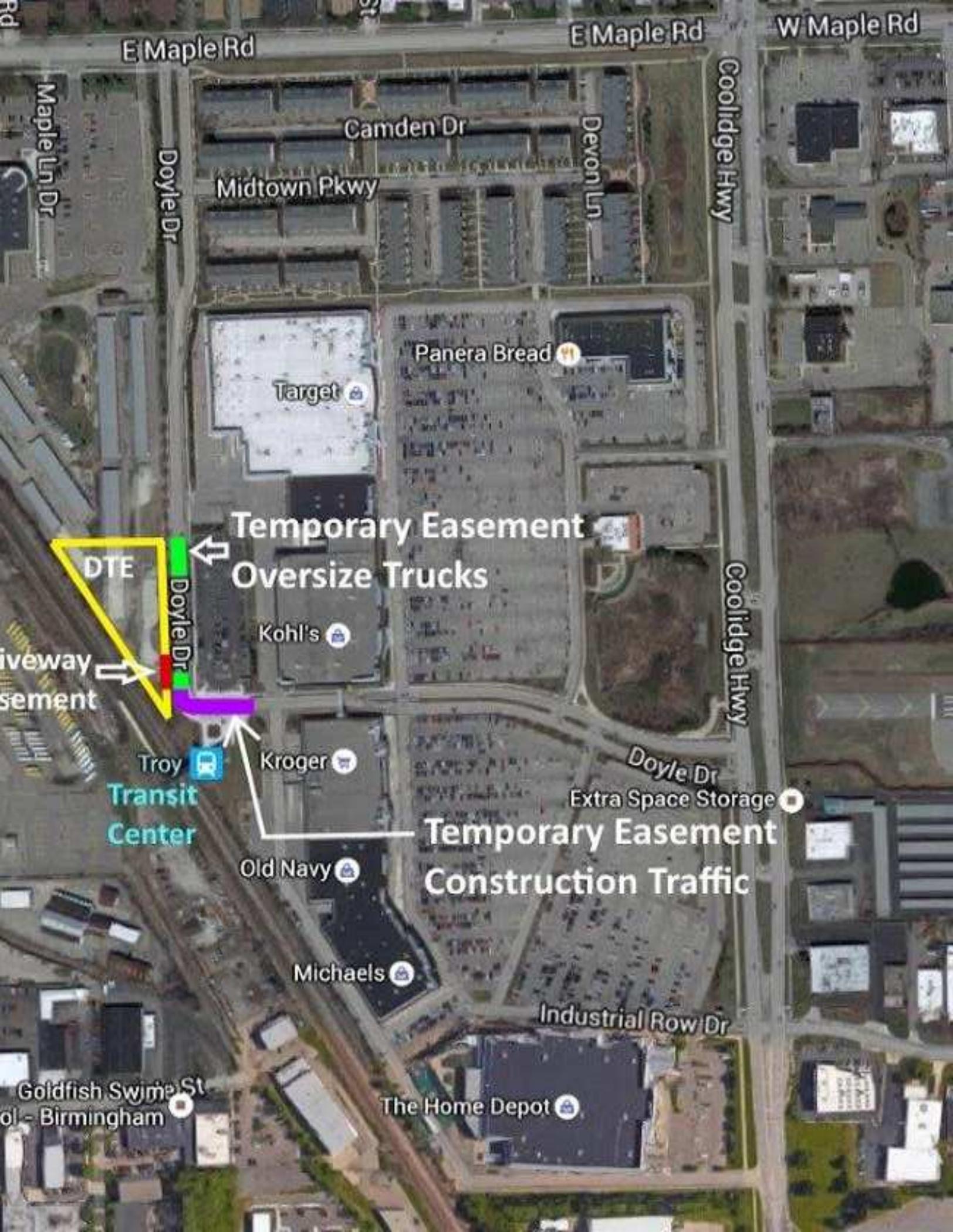
DTE Energy received preliminary site plan approval from the Planning Commission on December 8, 2015 to construct a new substation on Doyle Drive, just north of the Transit Center. When DTE Energy initially purchased the southernmost triangle piece of the self-storage development property, it was granted an access easement. Subsequently, the Maple Road frontage of that property was developed with an LA Fitness and future Whole Foods, both of which generate pedestrian traffic in the parking lot areas. As a result, DTE Energy is now seeking access to its substation from Doyle Drive and the Transit Center parcel. DTE Energy is also seeking temporary construction easements to allow three oversized trucks and a crane to access the site from Maple Road, using Doyle Drive. All other construction traffic will enter from Coolidge and travel behind the Midtown Center development (behind the Home Depot), which is the same route used during the construction of the Transit Center. DTE Energy has already obtained Easements from Grand Sakwa, expressly allowing DTE Energy and its contractors and employees to use Doyle Drive on the shopping center property.

According to the documentation provided to the Troy Planning Commission for the site plan application, DTE Energy plans to construct six (6) poles that are approximately 78 feet in height on the site, and all other equipment will be no more than 22 feet tall. The entire DTE Energy site will be screened with a brown 12 foot tall concrete slat wall and landscaping along Doyle Drive.

The Temporary Construction Easement will last no longer than one year, and it is limited to those times when there are no trains scheduled. After the initial construction and installation of the transformers and the wall, traffic will be limited to servicing and maintenance of the substation. As part of the project, DTE Energy will provide a cash deposit to insure repairs to Doyle Drive if there is any damage as a result of its use.

Recommendation

City Administration recommends that City Council approve the attached Agreement between the City of Troy and DTE Energy granting temporary construction easements for access to Doyle Drive on the Transit Center site, and authorizes the Mayor and City Clerk to execute the Temporary Easement Agreement on behalf of the City. City Administration also recommends approval of the attached permanent easement, granting DTE access from Doyle Drive to the DTE substation site, and authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City.



E Maple Rd

E Maple Rd

W Maple Rd

Maple Ln Dr

Doyle Dr

Camden Dr

Devon Ln

Coolidge Hwy

Midtown Pkwy

Panera Bread

Target

Temporary Easement
Oversize Trucks

Kohl's

Coolidge Hwy

Diveway
Easement

Troy
Transit
Center

Kroger

Temporary Easement
Construction Traffic

Extra Space Storage

Old Navy

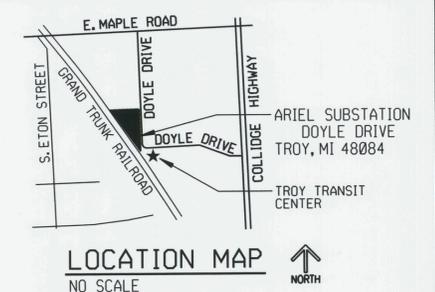
Doyle Dr

Michaels

Industrial Row Dr

Goldfish Swim
School - Birmingham

The Home Depot



NEW CONSTRUCTION	S.F.	C	ADJ S.F.
GRAVEL DRIVE (21AA)	10,700	0.65	15,600
ASPHALT DRIVE	2,300	0.90	5,400
CONCRETE APPRON	300	0.90	540
CONCRETE FOUNDATIONS	1,940	0.95	1,835
YARD STONE (17A)	33,300	0.45	31,711
LAWN & LANDSCAPED AREA	16,5000	0.25	11,000
TOTAL:	65340		30,518

EXISTING CONDITIONS	S.F.	C	ADJ S.F.
ASPHALT/CONCRETE	45,000	0.90	40,500
BARE SOIL	20,340	0.45	45,900
TOAL:	65,340		49,563

NOTE:
ACCORDING TO THE CALCULATED ADJUSTED RUNOFF SURFACE AREA, 30,518 FT²; NEW CONSTRUCTION WILL RESULT IN A 38 % DECREASE IN STORM WATER RUNOFF FROM THE PREVIOUS AREA OF 49,653 FT². IN SUMMATION LESS WATER WILL BE DISCHARGED FROM THE SITE, DUE TO ITS NEW COMPOSITION RETAINING MORE RAIN WATER DURING STORM EVENTS.

REFERENCE DRAWINGS:
LANDSCAPE PLAN ----- 5A1419-5
MAT PLAN, CONTAINMENT, AND ----- 5C1419-3
PIER DETAILS



PROPERTY OWNER/APPLICANT/DEVELOPER:
DTE ELECTRIC COMPANY/MARK FAIRLESS
ONE ENERGY PLAZA
DETROIT, MICHIGAN 48226-1279
(313) 235-8269 FAX (313) 235-0478

ARCHITECTURAL:
DTE ELECTRIC COMPANY/GORDON YEE
ONE ENERGY PLAZA, 674 S.B.
DETROIT, MICHIGAN 48226-1279
(313) 235-9214 FAX (313) 235-0478

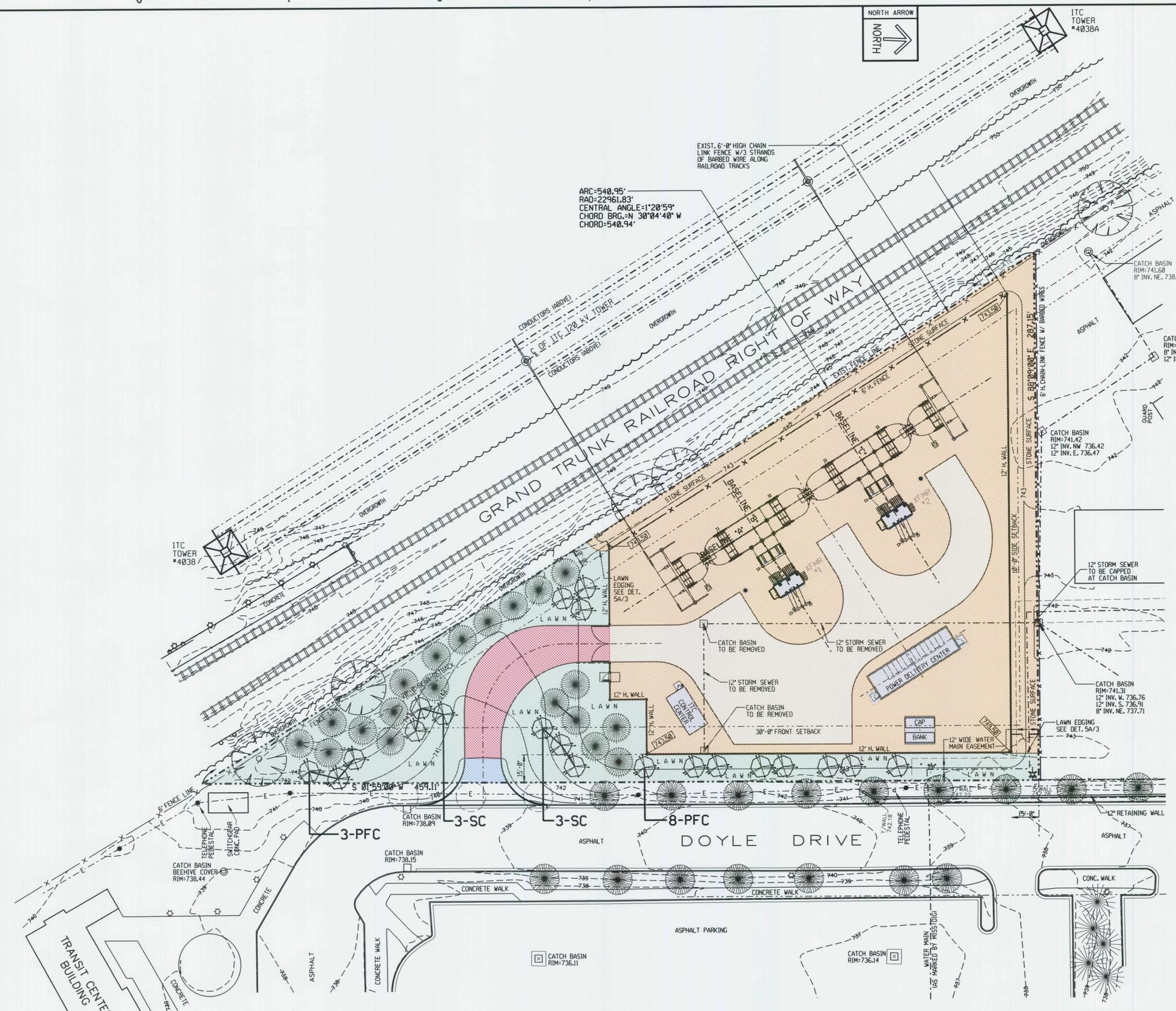
ADDRESS:
ARIEL SUBSTATION
DOYLE DRIVE
TROY, MICHIGAN 48084



REV	NOTE TO FIELD	DATE	SUBMITTED FOR
1	FIELD IS NOT AUTHORIZED TO CHANGE OR MODIFY THIS DESIGN WITHOUT FIRST CONTACTING THE ENGINEER.	03/31/15	3/17/15
2		02/20/15	SITE PLAN APPROVAL

**USE DIMENSIONS ONLY
DO NOT SCALE**

PROJ. DESIGNER	PROJ. MANAGER	OTHERS	DATE	ENGINEERING	DATE	TITLE
				J. WIERENGA	1-26-15	STORMWATER RUNOFF DIAGRAM
				ERIC MYRICK		
				MARK FAIRLESS		
				MARK FAIRLESS		



6 1 5 1 4 1 3 1 2 1 1

D
C
B
A

6 1 5 1 4 1 3 1 2 1 1

TEMPORARY EASEMENT AGREEMENT

On December __, 2015, the City of Troy, a Michigan municipal corporation, of 500 West Big Beaver Road,, Troy, Michigan 48084 (the "City"), for the sum of \$1.00, grants to DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226, and its employees, agents, contractors, subcontractors, licensees and invitees ("DTE") a temporary easement (the "Easement") on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

WITNESSETH:

The following is a recitation of the facts underlying the execution of this Agreement:

Whereas, DTE is the owner of the real property located in the City of Troy, Oakland County, Michigan, as more particularly described as the "DTE Property" in Exhibit A attached hereto; and

Whereas, the City is the owner of the real property located in the City of Troy, Oakland County, Michigan as more particularly described as the "City Property" in Exhibit B attached hereto; and

Whereas, the City Property includes a portion of Doyle Drive; and

Whereas, Doyle Drive is owned in part by Grand/Sakwa New Holland Shopping Center, LLC ("Grand Sakwa") and in part by the City; and

Whereas, Grand Sakwa is also the owner of a shopping center located at the intersection of Maple Road and Coolidge Highway in Troy, Michigan (the "Shopping Center");

Whereas, the DTE Property is adjacent to Doyle Drive and the Shopping Center and DTE intends to construct an electrical substation (the "Substation") on the DTE Property; and

Whereas, DTE and Grand Sakwa have entered into an easement agreement to allow DTE access to that portion of Doyle Drive which is owned by Grand Sakwa, as well as access to a portion of the Shopping Center to accommodate DTE's temporary construction traffic; and

Whereas, the City desires to grant to DTE easements over the City Property as more particularly described as the "Heavy Easement Area" and "Construction Easement Area" in Exhibit C attached hereto.

Now, therefore, the parties hereto agree as follows:

1. **Grant of Easement.** The City hereby grants a temporary easement to DTE for vehicular ingress and egress in connection with three (3) oversized/ overweight trucks and (1) oversized crane only to travel to and from the DTE Property along that portion of the Heavy Easement Area depicted and described in Exhibit C. The City hereby grants a temporary easement to DTE for ingress and egress from the City Property to the DTE Property for construction traffic access to and from the DTE Property along that portion of the Construction Easement Area depicted and described in Exhibit C, with the understanding that DTE has obtained a separate easement for access from the Shopping Center to the City Property. DTE shall only utilize the Construction Easement Area when there are no trains scheduled, which is currently between the daytime hours of 7 am to 10 am; 11:30 am to 2 pm; and 3:30 pm to 7 pm. The Heavy Easement Area and Construction Easement Area are hereinafter collectively referred to as the "Easement Area." DTE shall not block, impede or interfere with the use of Doyle Drive by other authorized users, nor shall DTE park vehicles along Doyle Drive.

2. **Encumbrances.** This Easement is granted subject to recorded easements, restrictions and encumbrances affecting the Easement Area on the date of this Agreement.

3. **Indemnification:** DTE shall indemnify, defend and hold harmless the City and its members, employees, agents, affiliated companies, property managers (the "Indemnified Parties"), from and against any and all liabilities, property damages, obligations, damages, penalties, claims, costs, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the Indemnified Parties, by reason of any damage to property (real and personal) or personal injury caused by or associated with DTE's (including DTE employees, agents, contractors, independent contractors) use of the Easement Area and/or by reason of DTE's violation of any applicable federal, state or local environmental law, regulation, ordinance or ruling with respect to the Easement Area during the term of this Easement..

4. **Repair:** DTE shall be responsible for reimbursing the City for the cost of any repairs or damage to the Easement Area caused by DTE's use of the Easement Area. Except as set forth herein, DTE is not authorized by this Easement to undertake any work on or under the Easement Area without the express written approval of the City. The parties acknowledge and agree that DTE shall be responsible only for the cost of restoring any portion of the City Property, including Doyle Drive, to the condition in which it existed prior to any damage caused by DTE in connection with its use of the Easement Area.

5. **Abandonment; Restoration.** If DTE abandons any part of this Easement, and executes a written, recordable release of said Easement, then within three (3) months after the abandonment, DTE must restore the abandoned part as nearly as possible to its original condition or reimburse the City for the cost of any restoration to the original condition if DTE does not complete the required restoration within the applicable three (3) month period. Failure of DTE at any time to use, occupy or possess all or any portion of the Easement Area shall not be construed to be a release or waiver of all or any of DTE's rights under this Easement Agreement.

6. **Term.** This Easement shall be effective as of the date of this Agreement and shall

terminate automatically twelve (12) months thereafter.

7. **Successors and Assigns.** This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute by one and the same Easement Agreement.

9. **Governing Law.** This Easement Agreement shall be interpreted according to and governed by the laws of the State of Michigan.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

[Signatures follow on next page]

**CITY OF TROY,
a Michigan municipal corporation**

**DTE ELECTRIC COMPANY,
a Michigan corporation**

By: _____
Dane Slater

By: _____
Florence Washington

Its: Mayor

Its: Supervisor, Corporate Real Estate

By: _____
M. Aileen Dickson

Its: City Clerk

Acknowledged before me in Oakland County, Michigan, on December ___, 2015, by Dane Slater, the Mayor of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan, on December ___, 2015, by M. Aileen Dickson, the City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on _____ ___, 2015, by Florence D. Washington, Supervisor, Corporate Real Estate, of the DTE Electric Company, a Michigan corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Drafted by and when recorded
Return to:

Ngozi E. Nwaesei, Esq.
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226

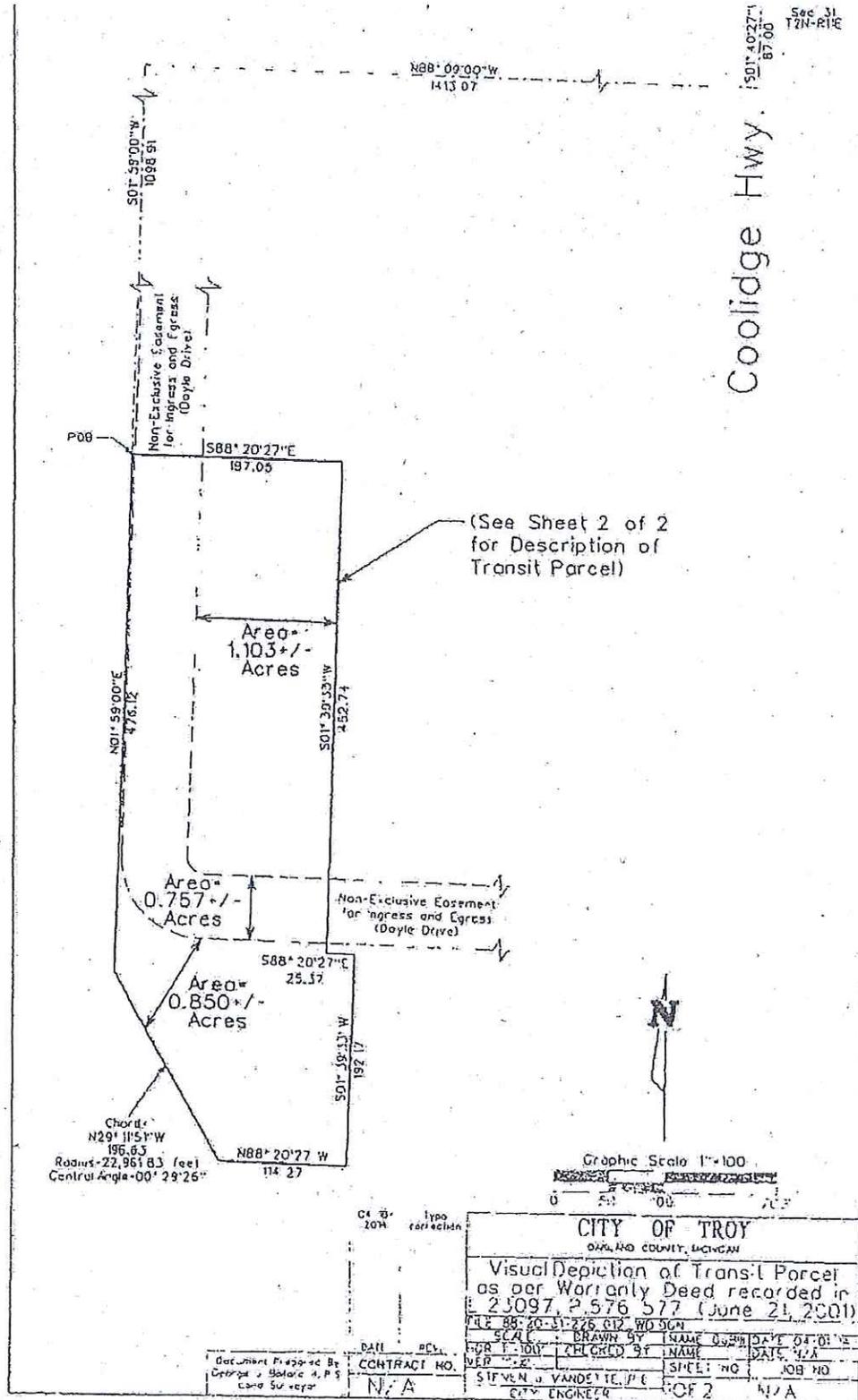
EXHIBIT A
DTE PROPERTY

See attached

EXHIBIT B
CITY PROPERTY

See attached

Coolidge Hwy.



(See Sheet 2 of 2 for Description of Transit Parcel)

CITY OF TROY	
OAKLAND COUNTY, MICHIGAN	
Visual Depiction of Transit Parcel as per Warranty Deed recorded in 25097, P. 576-577 (June 21, 2011)	
DATE: 08-20-14	BY: J. VANDELL, P.E.
SCALE: 1" = 100'	DRAWN BY: NAME
DATE: 4/14	CHECKED BY: NAME
SHEET: NO.	JOB NO.
OF 2	N/A

SHEET 1 OF 2

DESCRIPTION OF TRANSIT PARCEL AS PER WARRANTY DEED RECORDED IN LIBER 23097, PAGES 576-577
(JUNE 21, 2001) AS VISUALLY DEPICTED ON SHEET 1 OF 2:

PART OF THE NORTHEAST ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST
MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 09 MINUTES 00
SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01
DEGREES 59 MINUTES 00 SECONDS WEST 1098.91 FEET FROM THE NORTHEAST CORNER OF SECTION 31;
THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET;
THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 452.74 FEET; THENCE SOUTH 88 DEGREES 20
MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 33 SECONDS WEST 192.17
FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET; THENCE ALONG A
NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND
TRUNK RAILROAD; RADIUS 22,981.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN
ARC LENGTH 196.03 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST,
196.63 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 476.12 FEET TO THE POINT OF
BEGINNING.

CERTIFICATION:

I, hereby certify that I have mapped the above description as visually depicted on Sheet 1 of 2.

George J. Ballard III
George J. Ballard III, P.S.

4-10-2014
Date



04-10-2014
Type correction

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Description of Transit Parcel
as per Warranty Deed recorded in
L. 23097, P. 576-577 (June 21, 2001)
FILE: 88-20-31-226-012.WD.DGN

Document Prepared By
George J. Ballard III, P.S.
Land Surveyor

DATE REV
CONTRACT NO.
N/A

SCALE HCR 1"=100' VLR 1"=X'	DRAWN BY CHECKED BY STEVEN J. VANDETTE, P.E. CITY ENGINEER	NAME DATE DATE DATE	DATE 04-01-14 DATE N/A
		SHEET NO. 20F2	JOB NO. N/A

EXHIBIT C
EASEMENT AREA

See attached

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.



DOYLE DRIVE

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

SEE DETAIL AT RIGHT

POINT OF BEGINNING
HEAVY EASEMENT AREA
ON CITY OF TROY PARCEL

GRAND TRUNK RAILROAD
RIGHT OF WAY

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXHIBIT A

HEAVY EASEMENT AREA
0.527 ACRES

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

S 01°59'00" W 1116.31'

N 88°20'27" W
59.84'

N 88°01'00" W 2.73'

S 01°59'15" W
17.42'

S 01°59'00" W 349.57'

N 01°57'43" E 367.32'

S 88°01'00" E
62.71'



1" = 20'

POINT OF BEGINNING
HEAVY EASEMENT AREA

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

HEAVY EASEMENT
AREA

S 01°59'00" W 1116.31'

59.84'
N 88°20'27" W

S 01°59'15" W 17.42'

349.57'
S 01°59'00" W

N 88°01'00" W
2.73'

HEAVY EASEMENT AREA

A Heavy easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31, thence North $88^{\circ}09'00''$ West, 1412.60 feet, along the North line of said Section 31, thence South $01^{\circ}59'00''$ West, 87.00 feet to a point on the South Right of Way line Maple Road (Variable Width), thence South $01^{\circ}59'00''$ West, 1116.31 feet, to the Northeast corner of DTE Energy property and the POINT OF BEGINNING; thence South $01^{\circ}59'00''$ West, 349.57 feet, along said DTE Energy's East property line, thence South $88^{\circ}01'00''$ East, 62.71 feet, thence North $01^{\circ}57'43''$ East, 367.32 feet, thence North $88^{\circ}20'27''$ West, 59.84 feet, thence South $01^{\circ}59'15''$ West, 17.42 feet, thence North $88^{\circ}01'00''$ West, 2.73 feet, to the Point of Beginning. Containing 0.527 acres of land in area, more or less.

NORTH

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

DTE ENERGY'S PROPERTY
EXHIBIT A

HEAVY EASEMENT AREA
SEE DTE DWG. No.: SE 1419-005
CITY OF TROY
TRANSIT PARCEL
RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

CONSTRUCTION EASEMENT AREA
SEE SHEET 2

POINT OF BEGINNING OF
CONSTRUCTION EASEMENT AREA

CITY OF TROY
TRANSIT PARCEL
EXHIBIT B

N 88°20'27" W
272.85'

N 88°20'27" W
312.48'

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

ARC=179.02'
RAD=545.50'
CENTRAL ANGLE=18°48'12"
CHORD BRG.=N 71°10'32" W
CHORD=178.22'

N 88°20'27" W
80.00'

N 88°20'27" W
73.92'

ARC=30.94'
RAD=159.00'
CENTRAL ANGLE=11°08'56"
CHORD BRG.=S 86°05'07" W
CHORD=30.89'

N 61°46'25" W
105.93'

ARC=204.48'
RAD=440.99'
CENTRAL ANGLE=26°34'00"
CHORD BRG.=N 75°03'26" W
CHORD=202.65'

BUILDING

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

GRAND TRUNK RAILROAD RIGHT OF WAY

BUILDING

BUILDING

BUILDING

WEST 80' RIGHT OF WAY LINE COOLIDGE HIGHWAY

COOLIDGE HIGHWAY (VARIABLE WIDTH)

S 01°39'33" W 1708.13'

EAST LINE OF SECTION 31

DTE ENERGY'S PROPERTY
ARIEL SUBSTATION

EXHIBIT A

DOYLE DRIVE
HEAVY EASEMENT AREA
SEE DTE DWG. No.: SE 1419-005

EXHIBIT B

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577



PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

ARC=25.22'
RAD=16.00'
CENTRAL ANGLE=90°19'47"
CHORD BRG.=N 43°10'14" W
CHORD=22.69'

POINT OF BEGINNING OF
CONSTRUCTION EASEMENT
AREA

60.00'
N 88°01'00" W

N 88°20'27" W 110.42'

N 88°20'27" W
272.85'

CONSTRUCTION
EASEMENT AREA
0.252 ACRES

DOYLE DRIVE
PUBLIC ACCESS
EASEMENT

60.00'
N 01°39'33" E

S 88°20'27" E 110.42'

ARC=119.82'
RAD=76.00'
CENTRAL ANGLE=90°19'51"
CHORD BRG.=S 43°10'36" E
CHORD=107.79'

WEST LINE OF PARCEL DESCRIBED IN EXHIBIT "B"

PARCEL DESCRIBED IN
EXHIBIT "B"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

EXHIBIT B

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577

CONSTRUCTION EASEMENT AREA

A Construction Easement in part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as:

Commencing at the Northeast Corner of said Section 31, thence South $01^{\circ}39'33''$ West, 1708.13 feet along the East line of said Section 31, thence North $88^{\circ}20'27''$ West, 80.00 feet to a point on the West 80 Foot Right of Way Line of Coolidge Highway, variable width, thence continuing North $88^{\circ}20'27''$ West, 73.92 feet, thence along the Arc of a curve to the right 204.48 feet, having a Radius of 440.99 feet, a Central Angle of $26^{\circ}34'00''$ East, and a Chord Bearing and Distance of North $75^{\circ}03'26''$ West, 202.65 feet, thence North $61^{\circ}46'25''$ West, 105.93 feet, thence along the Arc of a curve to the left, 179.20 feet, having a Radius of 545.50 feet, a Central Angle of $18^{\circ}48'12''$ and a Chord Bearing and Distance of North $71^{\circ}10'32''$ West, 178.22 feet, thence North $88^{\circ}20'27''$ West, 312.48 feet, thence along the Arc of a curve to the right, 30.94 feet, having a Radius of 159.00 feet, a Central Angle of $11^{\circ}08'56''$, and a Chord Bearing and Distance of South $86^{\circ}05'07''$ West, 30.89 feet, thence North $88^{\circ}20'27''$ West, 272.85 feet to the **POINT OF BEGINNING**; thence North $88^{\circ}20'27''$ West, 110.42 feet, thence along the Arc of a curve the right 25.22 feet, having a Radius of 16.00 feet, a Central Angle of $90^{\circ}19'47''$, and a Chord Bearing and Distance of North $43^{\circ}10'14''$ West, 22.69 feet, thence North $88^{\circ}01'00''$ West, 60.00 feet thence along the Arc of a non-tangent curve to the left 119.82 feet, having a Radius of 76.00 feet, a Central Angle of $90^{\circ}19'51''$, and a Chord Bearing and Distance of South $43^{\circ}10'36''$ East, 107.79 feet, thence South $88^{\circ}20'27''$ East, 110.42 feet, thence North $01^{\circ}39'33''$ East, 60.00 feet to the Point of Beginning. Containing 0.252 acres of land, more or less.

EASEMENT AGREEMENT

On December __, 2015, the City of Troy, a Michigan municipal corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (the "City"), for the sum of \$1.00, grants to DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226, and its employees, agents, contractors, subcontractors, licensees and invitees ("DTE") the "Easement" on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

WITNESSETH:

The following is a recitation of the facts underlying the execution of this Agreement:

Whereas, DTE is the owner of the real property located in the City of Troy, Oakland County, Michigan, as more particularly described as the "DTE Property" in Exhibit A attached hereto; and

Whereas, the City is the owner of the real property located in the City of Troy, Oakland County, Michigan as more particularly described as the "City Property" in Exhibit B attached hereto; and

Whereas, the City is willing to grant to DTE the Easement over the City Property as more particularly described as the "Easement Area" in Exhibit C, attached hereto.

Now, Therefore, the parties agree as follows:

1. **Grant of Easement.** The City hereby grants an exclusive, permanent and perpetual easement to DTE for the construction and maintenance of a curb cut and access drive, as further described in Section 5 herein, along that portion of the Easement Area depicted and described in Exhibit C as the "Exclusive Easement Area", and the City hereby grants a non-exclusive, permanent and perpetual easement to DTE for vehicular and pedestrian ingress and egress to and from the DTE Property, along that portion of the Easement Area depicted and described in Exhibit C as the "Non-Exclusive Easement Area". The Exclusive Easement Area and Non-Exclusive Easement Area are sometimes collectively referred to herein as the "Easement Area".

2. **Encumbrances.** This Easement is granted subject to recorded easements, restrictions and encumbrances affecting the Easement Area on the date of this Agreement.

3. **Environmental Indemnity:** DTE will indemnify, defend and hold the City harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges,

losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants), that may be imposed upon, incurred by or asserted against the City, their agents and employees, as a result of DTE's use of the Easement, including but not limited to a violation of any applicable federal, state, or local environmental law, regulation, ordinance or ruling with respect to the Easement Area during the term of this Easement.

4. **Indemnification:** DTE shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City, their agents and employees, by reason of any damage or injury to the personnel, equipment, property (real and personal) or facilities of the City or its employees, agents, contractors or subcontractors that occur within the Easement Area and/or is due to the negligent actions or omissions or willful misconduct or committed violations of federal, state, or local law by DTE or its employees, agents, contractors or subcontractors in connection with activities in the Easement Area.

5. **Construction and Maintenance.**

(a) DTE will have the right under this Agreement to construct, operate, maintain, repair, remove and replace a curb cut and an access drive of gravel or asphalt on the Exclusive Easement Area at its sole expense. The Construction and Maintenance of any such curb cut and access drive shall be in compliance with the City's regulations. The City may inspect the access drive during any construction or maintenance work or at any time during the term of this Agreement to insure such compliance.

(b) DTE shall comply with all applicable laws, ordinances or codes related to the construction and installation of such access drive for the term of this Agreement.

6. **Abandonment; Restoration.** If DTE abandons any part of this Easement, and executes a written, recordable release of said Easement, then within three (3) months after the abandonment, DTE must restore the abandoned part as nearly as possible to its original condition, or reimburse the City for the cost of any restoration to the original condition if DTE does not complete the required restoration within the applicable three (3) month period. Failure of DTE at any time to use, occupy or possess all or any portion of the Easement Area shall not be construed to be a release or waiver of all or any of DTE's rights under this Easement Agreement.

7. **Successors and Assigns.** This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

8. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute by one and the same Easement Agreement.

9. **Governing Law.** This Easement Agreement shall be interpreted according to and governed by the laws of the State of Michigan.

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

**CITY OF TROY,
a Michigan municipal corporation**

**DTE ELECTRIC COMPANY,
a Michigan corporation**

By: _____
Dane M. Slater
Its: Mayor_____

By: _____
Its: _____

Acknowledged before me in Oakland County, Michigan, on _____, 2015, by Dane M. Slater _____, Mayor of _____, the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

By: _____
M. Aileen Dickson
Its: City Clerk_____

By: _____
Its: _____

Acknowledged before me in Oakland County, Michigan, on _____, 2015, by M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on _____, 2015, by Florence D. Washington, Supervisor, Corporate Real Estate, of the DTE Electric Company, a Michigan corporation, for the corporation.

Notary's _____ Notary's _____

Stamp _____	Signature _____
(Notary's name, county and date commission expires)	

Drafted by and when recorded
Return to:

Ngozi E. Nwaesei, Esq.
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226

EXHIBIT A
DTE PROPERTY

See attached

EXHIBIT B
CITY PROPERTY

See attached

EXHIBIT "B"

CITY OF TROY PERMANENT

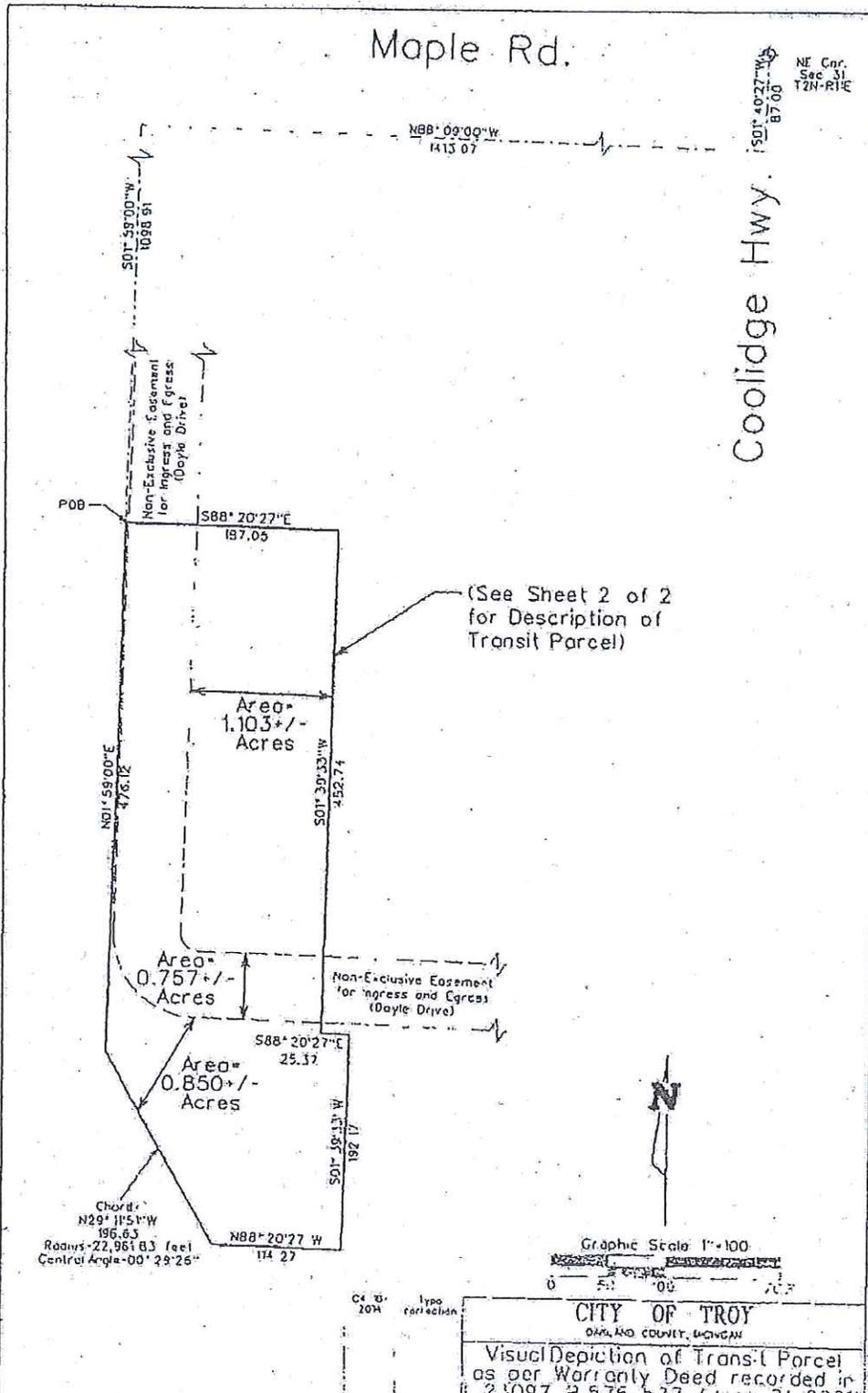


EXHIBIT "B"

CITY OF TROY PERMANENT

DESCRIPTION OF TRANSIT PARCEL AS PER WARRANTY DEED RECORDED IN LIBER 23097, PAGES 576-577 (JUNE 21, 2001) AS VISUALLY DEPICTED ON SHEET 1 OF 2.

PART OF THE NORTHEAST ¼ OF SECTION 31, T2N-R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 27 SECONDS WEST MEASURED 87.00 FEET ALONG THE EAST LINE OF SECTION 31 AND NORTH 88 DEGREES 09 MINUTES 00 SECONDS WEST 1413.07 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MAPLE ROAD AND SOUTH 01 DEGREES 59 MINUTES 00 SECONDS WEST 1098.01 FEET FROM THE NORTHEAST CORNER OF SECTION 31; THENCE FROM SAID POINT OF BEGINNING SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 187.05 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS WEST 452.74 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 27 SECONDS EAST 25.37 FEET; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS WEST 192.17 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 27 SECONDS WEST 114.27 FEET, THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND TRUNK RAILROAD; RADIUS 22,091.83 FEET, CENTRAL ANGLE OF 00 DEGREES 29 MINUTES 28 SECONDS, AN ARC LENGTH 186.63 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 150.63 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 478.12 FEET TO THE POINT OF BEGINNING.

CERTIFICATION:

I, hereby certify that I have mapped the above description as visually depicted on Sheet 1 of 2.

George J. Ballard III
George J. Ballard III, P.S.

4-10-2014
Date



Received for Filing Oakland County Clerk 2014 AUG 15 AM 10:52

04-15-2014 Type correction

CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Description of Transit Parcel
as per Warranty Deed recorded in
L.23097, P.576-577 (June 21, 2001)

EXHIBIT C
EASEMENT AREA

See attached

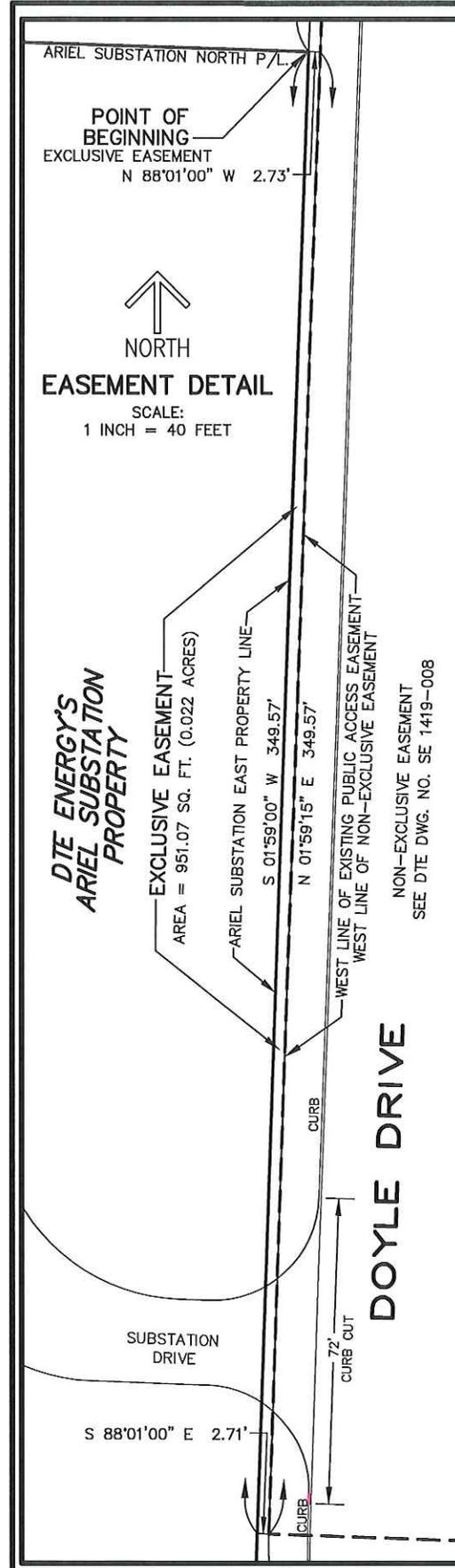


SCALE:
1 INCH = 150 FEET

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.

DOYLE DRIVE
PUBLIC ACCESS EASEMENT



NORTH
EASEMENT DETAIL
SCALE:
1 INCH = 40 FEET

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

S 01°59'00" W 1203.31'

SEE DETAIL AT RIGHT

GRAND TRUNK RAILROAD RIGHT OF WAY

POINT OF BEGINNING
EXCLUSIVE EASEMENT

EXHIBIT A
DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXCLUSIVE
EASEMENT
SEE DETAIL
AT RIGHT

NON-EXCLUSIVE EASEMENT AREA
SEE DTE DWG. NO. SE 1419-008

CITY OF TROY
TRANSIT PARCEL
RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

SUBSTATION
DRIVE

SUBSTATION
DRIVE

S 88°01'00" E 2.71'

72'
CURB CUT

DOYLE DRIVE

NON-EXCLUSIVE EASEMENT
SEE DTE DWG. NO. SE 1419-008

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	GDS
ADDED SUBSTATION DRIVE			

EXCLUSIVE EASEMENT

An Exclusive easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31; thence North 88°09'00" West, 1412.60 feet, along the North line of said Section 31; thence South 01°59'00" West, 1203.31 feet, to the POINT OF BEGINNING; thence South 01°59'00" West, 349.57 feet, along DTE Energy's East property line; thence South 88°01'00" East, 2.71 feet; thence North 01°59'15" East, 349.57 feet; thence North 88°01'00" West, 2.73 feet, to the point of ending. Containing 951.07 Square feet of land in area, more or less.

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	GDS
ADDED SUBSATION DRIVE			

SOUTH RIGHT OF WAY LINE

NORTHEAST CORNER
SECTION 31
T. 2 N., R. 11 E.



DOYLE DRIVE
PUBLIC ACCESS EASEMENT

S 01°59'00" W 1185.91'

PARCEL "A"
AS DESCRIBED ON
ALTA/ACSM LAND TITLE SURVEY
MAPLE ROAD DEVELOPMENT
BY PROFESSIONAL ENGINEERING ASSOCIATES
JOB NO. 2006-146; REV. 1

POINT OF BEGINNING
NON-EXCLUSIVE EASEMENT
ON CITY OF TROY PARCEL

SEE DETAIL AT RIGHT

N 88°20'27" W
59.84'

GRAND TRUNK RAILROAD
RIGHT OF WAY

DTE ENERGY'S
ARIEL SUBSTATION
PROPERTY

RECORDED IN
WARRANTY DEED
DATED: DEC. 31, 2008

EXHIBIT A

S 01°59'15" W 366.98'
NON-EXCLUSIVE
0.505 ACRES

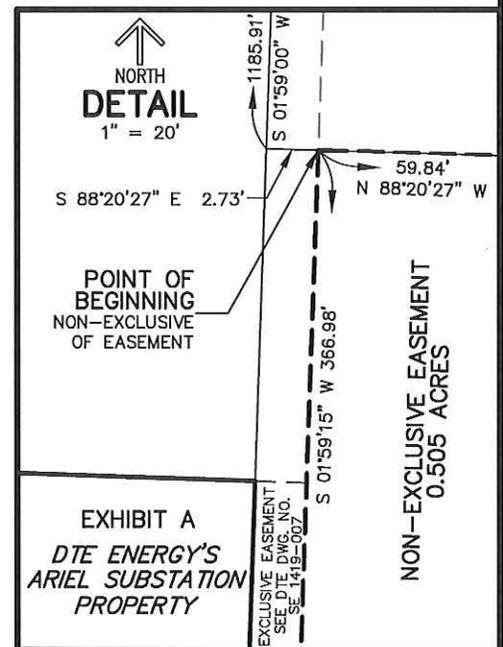
N 01°57'43" E 367.32'

CITY OF TROY
TRANSIT PARCEL

RECORDED IN WARRANTY DEED
LIBER 23097, PAGES 576-577
EXHIBIT B

SUBSTATION
DRIVE

S 88°01'00" E
60.00'



NON-EXCLUSIVE EASEMENT
0.505 ACRES

DOYLE DRIVE
PUBLIC ACCESS EASEMENT

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	G.D.S.
ADDED SUBSTATION DRIVE			

NON-EXCLUSIVE EASEMENT

A Non-exclusive easement on, over, under and across a strip of land being part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Described as: Commencing at the Northeast corner of said Section 31, thence North 88°09'00" West, 1412.60 feet, along the North line of said Section 31, thence South 01°59'00" West, 1185.91 feet, thence South 88°20'27" East, 2.73 feet to the POINT OF BEGINNING; thence South 01°59'15" West, 366.98 feet, thence South 88°01'00" East, 60.00 feet, thence North 01°57'43" East, 367.32 feet, thence North 88°20'27" West, 59.84 feet to the Point of Beginning. Containing 0.505 acres of land in area, more or less.

REVISION			JOB NUMBER
A	BY	DATE	APP.
	C.J.Z.	12/11/2015	G.D.S
ADDED SUBSTATION DRIVE			