

## AGREEMENT

### ALLEN CREEK BERM OPENING PROJECT

This agreement ("Agreement") made this \_\_\_\_\_, 2018 ("Effective Date") is between **DTE GAS COMPANY ("DTE")**, a Michigan corporation, whose registered office is at One Energy Plaza 2057 WCB, Detroit, Michigan 48226, and the **CITY OF ANN ARBOR ("City")**, a Michigan municipal corporation whose address is 301 East Huron Street, Ann Arbor, Michigan 48104.

#### Recitals

- A. DTE, formerly known as Michigan Consolidated Gas Company, is the owner of real property located in the City of Ann Arbor, Washtenaw County, Michigan, commonly known as 841 Broadway Street, described at Liber 334, Page 324, Washtenaw County Records ("DTE's Property").
- B. Under a grant from the Federal Emergency Management Agency ("FEMA"), the City wishes to construct a storm water culvert underneath the Michigan Department of Transportation ("MDOT") railroad south of DTE's Property, which culvert will continue through DTE's Property and discharge to the Huron River. The City also wishes to concurrently construct, under other state and federal grants, a nonmotorized path to allow public access under the railroad and across DTE's Property.
- C. In order to qualify for funds under the terms of the various grants for the Project, the City is required to obtain a temporary construction permit and a permanent easement through DTE's Property to construct and maintain the improvements as provided herein. This Agreement sets forth the parameters and timing of the construction permit and grant of easement.
- D. DTE currently has an agreement with the Roxbury Group, LLC ("Developer") to develop DTE's Property ("Development").

#### Agreement

DTE and the City agree as follows:

##### 1. Permanent Easement

- 1.1 At the time set forth in this Agreement, DTE shall grant to the City a permanent easement for public sidewalks, paths, or ways, and appurtenances thereto, signage, signals, drainage, fencing, retaining walls, lighting, wiring, cables, and conduit ("Sidewalks") and for a storm water drainage culvert, headwall, and appurtenances thereto ("Culvert"), over the areas shown on Exhibits A and A-1 ("Permanent Easement"). Construction of the Sidewalks and Culvert are referred to collectively herein as the "Project". This Agreement does not effect a grant of easement. DTE



shall grant the Permanent Easement by a separate instrument from this Agreement. The parties agree to negotiate the terms of the Permanent Easement in good faith and to incorporate the terms of this Agreement.

- 1.2 DTE shall take all necessary steps to effect the grant of Permanent Easement prior to any of the following occurrences:
  - (1) The completion of the Project, as determined by MDOT or FEMA, which shall be no earlier than May 31, 2019;
  - (2) Any transfer of title to any part of the Permanent Easement area;
  - (3) Any agreement, action, or change in circumstances that would impair or negate DTE's authority to grant the Permanent Easement in DTE's sole discretion; or
  - (4) The creation of any encumbrance or restriction on the Permanent Easement area that would impair construction of the Project as shown on Exhibit C.
  
- 1.3 The Permanent Easement shall give the City the right to access as depicted in the Permanent Easement, construct, maintain, alter, and remove Sidewalks and the Culvert within the Permanent Easement, for which purposes the City may use all necessary materials and equipment, including motor vehicles; remove vegetation, including trees, as necessary; and make all necessary excavations. The City shall construct and maintain the Sidewalks and Culvert in accordance with all applicable federal and state laws, statutes, regulations and local ordinances.
  
- 1.4 The Sidewalks may include (1) a portion of the box culvert tunnel under the MDOT railroad and (2) a bridge, including supporting structures, across Allen Creek as shown on Exhibit C. The Permanent Easement shall provide that DTE may relocate Sidewalks located within the Permanent Easement (except the tunnel and bridge), as necessary to facilitate the development of DTE's land, provided that the relocation is reasonable and complies with applicable law; and that the relocation shall be designed to DTE specifications and constructed at DTE's expense. The design and plans for any relocation of the Sidewalks by DTE must be reviewed and approved by the City for compliance with applicable grant requirements as specified below and applicable legal requirements prior to construction.

The grant used to construct the Sidewalks requires that they be designed and constructed in accordance with:

- (1) The standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition;
- (2) The Michigan Manual on Uniform Traffic Control Devices (MMUTCD); and
- (3) The Americans with Disabilities Act.

To the extent that the design and plans meet the above grant requirements and applicable legal requirements, and do not interfere with the Culvert, DTE shall have the right to design the relocation of the Sidewalks to its desired specifications. The



City agrees to coordinate scheduling with DTE's construction and environmental remediation on DTE's Property and in the event a scheduling conflict arises among the parties, DTE's work shall take precedence, provided that DTE's work does not impair the ability of the City to complete the Project in the time required by the Project grants. Moreover, DTE reserves the right to modify any Sidewalks the City installs or constructs on DTE Property to be consistent with the design and aesthetics of DTE's Development, provided the modifications do not compromise the connectedness of any sidewalks or paths or violate the terms of the Project grants or applicable law.

- 1.5 The Culvert shall be constructed in substantially the location and configuration shown as "Proposed Drainage Improvements" on Exhibit C unless otherwise consented to by DTE. DTE acknowledges that initial construction of the Culvert is intended be done with FEMA grant funds and DTE shall have no right to relocate or modify the Culvert.

## 2. Temporary Construction Permit

- 2.1 DTE hereby grants to the City a temporary construction permit in the three areas illustrated on Exhibit B in order to perform staging and construction work related to the Project ("Permit"). The Permit shall be effective as of the Effective Date of this Agreement and all construction work and restoration under the Permit shall be substantially completed by October 1, 2019. If weather does not permit complete grass and tree restoration by this deadline, such restoration may be completed as soon as practicable thereafter.
- 2.2 Under the Permit and in accordance with all applicable federal and state laws, statutes, regulations and local ordinances, the City may remove brush and trees less than 24 inches in diameter; set up a temporary crane; move, stage, or lift sections of culvert and other material related to the Project's construction; grade and backfill; remove an existing chain link fence and construct a new chain link fence along the railroad right-of-way; and conduct necessary related activities. The City may mow, at its own cost, the area shown in Exhibit B, Sheet 1 in accordance with City park mowing standards.
- 2.3 Upon completion of construction work under the Permit, the City shall restore or pay for restoration of (1) unpaved areas with turf grass; (2) paved areas with standard asphalt (or standard concrete if the original paving was concrete); and (3) any other damage to DTE's Property occurring as a result of the construction work to a condition equal to or better than that which existed at the time the construction work commenced. In accordance with all applicable federal and state laws, statutes, regulations and local ordinances, the City shall preserve all trees 24 inches in diameter or greater and replace all removed trees that are 2 to 4 inches in diameter with equivalent size trees, in the locations mutually agreed upon with DTE. The City shall dispose of all removed fencing and vegetation at no cost to DTE.

## 3. Environmental Remediation.



- 3.1 As part of the construction of the Project, the City shall conduct the following environmental remediation, consistent with applicable law and any approved permits from the Michigan Department of Environmental Quality ("MDEQ"):
  - 3.1.1 Remove and properly dispose of at a minimum the top two feet of soil in Part 1 of the Permanent Easement area as shown on Exhibit A, Sheet 1, and replace with clean fill and follow any additional requirements of any Response Activity Plan ("ResAP) approved by MDEQ. The City acknowledges that DTE has submitted to MDEQ an application for a ResAP dated February 19, 2018.
  - 3.1.2 Properly dispose of all soil removed from DTE's Property and use clean fill for any added soil.
- 3.2 Each party shall inform the other party of pending or approved permits that pertain to environmental contamination or remediation within the Permanent Easement area and shall provide a copy of all such permits or applications for permits upon request by the other party.
- 3.3 The City shall perform all work consistent with the MDEQ Part 201 Due Care Requirements for the site, and ensure that no existing condition shall be exacerbated by the City's work.
- 3.4 The City shall incorporate trench breaks into the below grade culvert such that the backfill around the culvert cannot become a preferential pathway for the movement or migration of groundwater to or from the river.
- 3.5 The City shall be responsible for implementing appropriate health and safety measures to protect workers and the public throughout execution of the Project.
4. Public Use of the Sidewalks.
  - 4.1 The City shall not open the Sidewalks to the public until DTE consents in writing to the opening, except as provided in this Section 4. DTE acknowledges that the City may be required by MDOT to open the Sidewalks to the public for a period of time to satisfy MDOT's final inspection of the Project, which the City shall make reasonable efforts to coordinate with DTE. If MDOT's final inspection occurs while no environmental remediation or construction is occurring on DTE's Property, DTE shall permit the Sidewalk opening. If MDOT's final inspection occurs while environmental remediation is occurring on DTE's Property, the City shall request that MDOT permit a delay of the opening until the environmental remediation is complete or, if MDOT requires the Sidewalks to be opened, the City shall take reasonable steps to ensure the Sidewalks are open to the public the minimum amount of time necessary to complete MDOT's final inspection and to protect the public from exposure to contamination that may originate from environmental remediation on DTE's Property. Prior to completion of the Project and opening the Sidewalks to the public, the City shall erect a fence between the Permanent Easement area and the rest of DTE's





Property, unless otherwise consented to by DTE, and post signs to advise the public that they are not permitted to enter the rest of DTE's Property. Notwithstanding the foregoing, in the event DTE agrees to open the Sidewalks and decides at a later time to relocate the Sidewalks, DTE may require that the Sidewalks remain closed during DTE's Development. DTE shall allow the Sidewalks to be open if the Development of DTE's Property becomes inactive or if Development activities will not interfere with the public's safe use of the Sidewalks. Notwithstanding the foregoing, DTE may close the Sidewalks for brief periods of time as necessary for its Development.

- 4.2 The City agrees to maintain the Sidewalk and Culvert and such obligation shall survive termination of this Agreement.
5. Use of Contractors. The City may use contractors or agents, including contractors or agents of Amtrak, the State of Michigan, the government of the United States to construct or maintain the Project, which contractors or agents shall have the same rights to use the Permit and Permanent Easement as the City. The City shall be responsible to DTE for those contractors' or agents' compliance with this Agreement.
6. Indemnity. The City shall and shall cause its contractors, it's agents and it's agents contractors to indemnify and hold DTE and its affiliates, and all of their officers, agents and employees, harmless from any and all claims, losses, damages, costs, charges, expenses, liens, settlements and/or judgments, including interest thereon (collectively, "Claims"), whether to any person, including but not limited to City representatives, personnel, its contractors, subcontractors and other invitees, or damage to property, or both, arising directly or indirectly out of or in connection with their presence on the DTE Property or a violation of this Agreement, to which DTE or any of its affiliates or any of its officers, agents or employees may be subject or put by reason of any act, action, neglect or omission on the part of City, any of its contractors, subcontractors, employees, officers, agents, suppliers, representatives. The City shall promptly provide notice to DTE in the following instances: (a) any medical injury occurring on or adjacent to the DTE Property relating to the construction as provided herein requiring emergency response; (b) any incident requiring police response; (c) a suspected and/or confirmed release of a hazardous material; and (d) any event or occurrence requiring fire or hazmat response. Any indemnity provided by the City pursuant to this Agreement shall be to the extent permitted by law. Nothing in this Agreement shall be construed to waive the City's governmental immunity.
7. Insurance. Prior to entering upon the DTE Property, City shall and shall cause its contractors, it's agents and it's agents contractors to procure and keep in force and effect during the entire term of this Agreement a comprehensive general liability insurance policy including insurance against assumed or contractual liability under this Agreement with respect to all of the work related to the Project and pollution legal liability. The limits of such policy with respect to personal liability and property damage shall be not less than Five Million Dollars (\$5,000,000) per occurrence and Two Million (\$2,000,000.00) of pollution legal liability. DTE shall be listed as an additional insured on such policies and copies of such policies or certificates thereof shall be delivered



to DTE prior to City's entry upon the Property. The insurer under such policy shall agree not to cancel, materially change or fail to renew the coverage provided by such policy, without first giving DTE thirty (30) days advance written notice. The City also agrees that this insurance policy is primary to any potentially applicable insurance carried by or arranged for DTE and its subsidiaries.

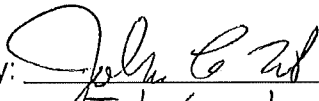
8. Effective Date. This Agreement shall be effective on the Effective Date and shall terminate upon mutual written agreement of all parties or completion of DTE's construction of the Development on DTE's Property, whichever is earlier.
9. Assignment. No portion of this Agreement may be assigned or transferred except that DTE may assign this Agreement in its sole discretion, upon the condition that DTE has already granted the Permanent Easement to the City or DTE concurrently grants to the assignee title to DTE's Property or other valid authority that allows the assignee to grant the Permanent Easement to the City.
10. Authority; Mortgagee Consent. Except for the Easement Deed by Court Order Settlement of Landowner Action recorded at Liber 4953, Page 364 and Liber 500, page 560 (from the holder of which the City agrees to request written consent for the Project and to provide such written consent to DTE prior the City commencing any construction of the Project) and any other encumbrances recorded on title to DTE's Property, DTE states that it is the fee simple owner of DTE's Property with authority to execute this Agreement and to grant the Permanent Easement without the consent or approval of any other entity and that execution of this Agreement and the Permanent Easement will not result in a material breach of any agreement or instrument to which DTE is a party or by which DTE is bound.
11. Severability. To the extent possible, each provision of this Agreement shall be interpreted so as to be valid, legal, and enforceable under applicable law. If any portion of any provision of this Agreement is invalid, illegal, or unenforceable under any applicable law or decision, the validity, legality, and enforceability of the remainder of the agreement shall not be invalidated or affected.
12. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding its subject matter and supersedes all prior and contemporaneous statements, understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter. No change to this Agreement is valid unless agreed in writing by the parties.
13. Governing Law. This Agreement shall be governed and construed under the laws of the State of Michigan.

*(signatures on following page)*



**DTE GAS COMPANY**

Date: 6/11/2017

By:   
Its: John C. Erb  
Manager, Corporate Real Estate

**CITY OF ANN ARBOR**

By: \_\_\_\_\_  
Christopher Taylor, Mayor

By: \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to content**

By: \_\_\_\_\_  
Howard S. Lazarus, City Administrator

**Approved as to form**

By: \_\_\_\_\_  
Stephen K. Postema, City Attorney



**EXHIBIT A**  
**PERMANENT CULVERT AND SIDEWALK EASEMENT AREA**

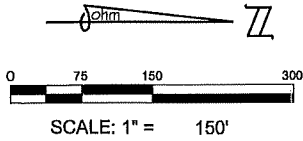




# PERMANENT CULVERT AND SIDEWALK EASEMENT SKETCH

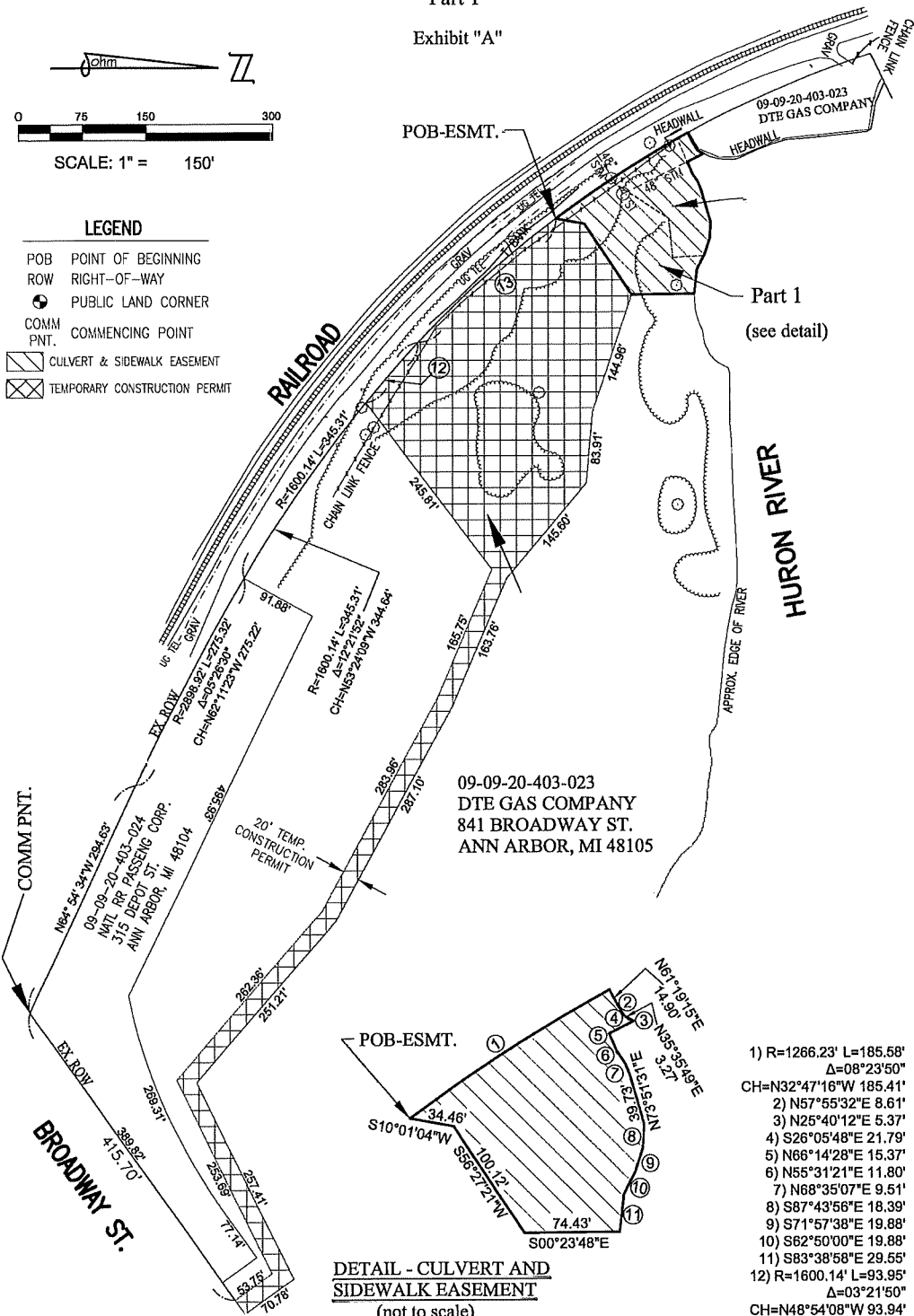
Part I

Exhibit "A"

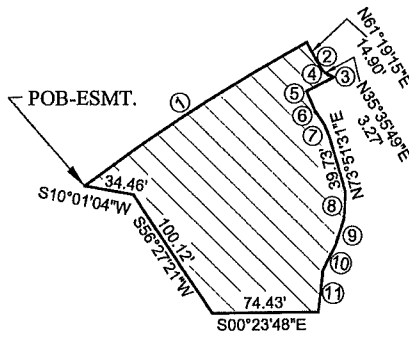


## LEGEND

- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- COMM PNT. COMMENCING POINT
- CULVERT & SIDEWALK EASEMENT
- TEMPORARY CONSTRUCTION PERMIT



09-09-20-403-023  
DTE GAS COMPANY  
841 BROADWAY ST.  
ANN ARBOR, MI 48105



**DETAIL - CULVERT AND SIDEWALK EASEMENT**  
(not to scale)

- 1) R=1266.23' L=185.58'  
Δ=08°23'50"
- CH=N32°47'16"W 185.41'
- 2) N57°55'32"E 8.61'
- 3) N25°40'12"E 5.37'
- 4) S26°05'48"E 21.79'
- 5) N66°14'28"E 15.37'
- 6) N55°31'21"E 11.80'
- 7) N68°35'07"E 9.51'
- 8) S87°43'56"E 18.39'
- 9) S71°57'38"E 19.88'
- 10) S62°50'00"E 19.88'
- 11) S83°38'58"E 29.55'
- 12) R=1600.14' L=93.95'  
Δ=03°21'50"
- CH=N48°54'08"W 93.94'
- 13) R=1266.23' L=217.09'  
Δ=09°49'24"
- CH=N41°53'52"W 216.83'

## PERMANENT CULVERT AND SIDEWALK EASEMENT

PART OF THE SE 1/4 OF SECTION 20  
T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY  
**TAX ID NO.: 09-09-20-403-023**

CLIENT: CITY OF ANN ARBOR



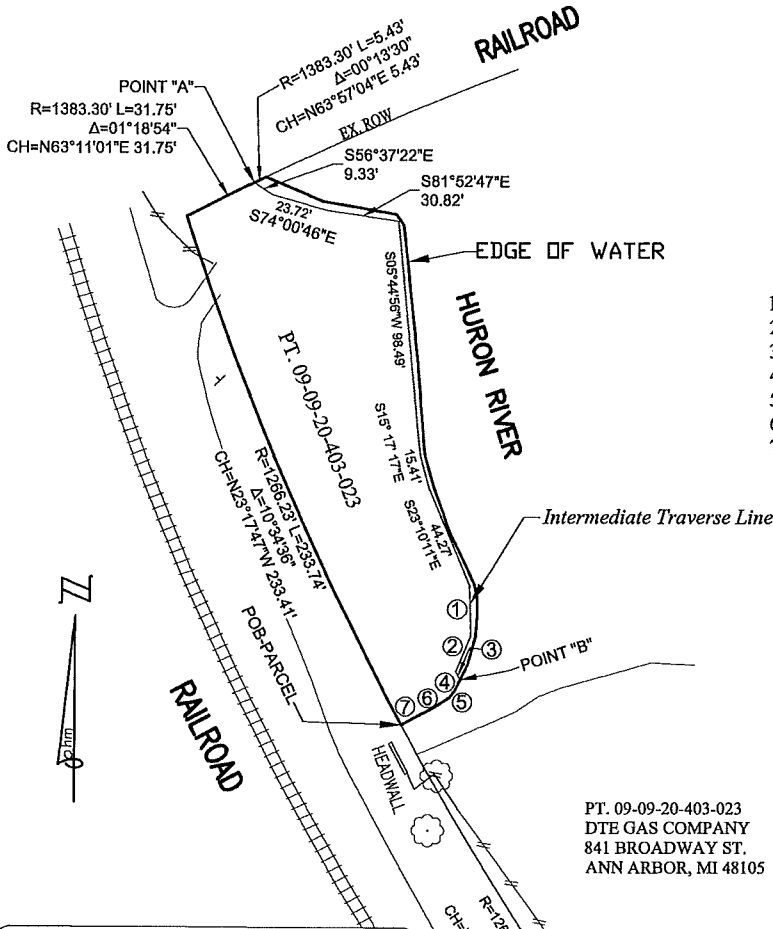
34000 Plymouth Road | Livonia, MI 48150  
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE:	03-13-18	SHEET	JOB NO.
DRAWN BY:	SH	1	1022-17-0010
DWG:	20-403-023		

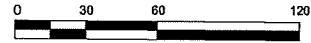
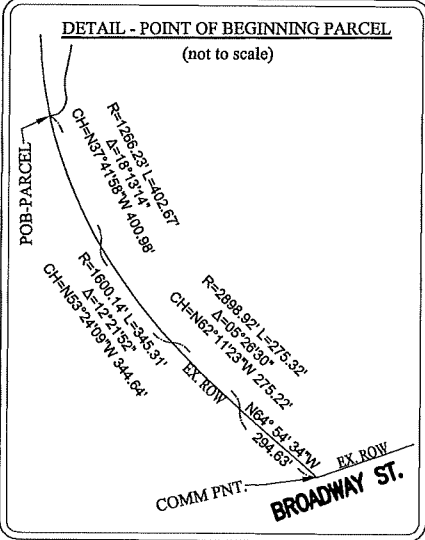
**PERMANENT CULVERT AND SIDEWALK EASEMENT SKETCH**

**Part 2**  
Exhibit "A"



- 1)  $S01^{\circ}52'35"E 21.63'$
- 2)  $S22^{\circ}20'39"W 16.11'$
- 3)  $S26^{\circ}05'48"E 3.90'$
- 4)  $S25^{\circ}40'12"W 5.37'$
- 5)  $S35^{\circ}35'49"W 3.27'$
- 6)  $S57^{\circ}55'32"W 8.61'$
- 7)  $S61^{\circ}19'15"W 14.90'$

PT. 09-09-20-403-023  
DTE GAS COMPANY  
841 BROADWAY ST.  
ANN ARBOR, MI 48105



SCALE: 1" = 60'

**LEGEND**

- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- COMM COMMENCING POINT
- PNT.

**PERMANENT CULVERT AND SIDEWALK EASEMENT**

PART OF THE SE 1/4 OF SECTION 20  
T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY  
**PART OF PARCEL ID NO.: 09-09-20-403-023**

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150  
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 04-03-18	SHEET	JOB NO.
DRAWN BY: SH	2	1022-17-0010
DWG: 20-403-023		

# PERMANENT CULVERT AND SIDEWALK EASEMENT DESCRIPTION

Exhibit "A"

## PERMANENT CULVERT AND SIDEWALK EASEMENT

### Part 1

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the Northerly right of way line of Railroad and the Westerly right of way line of Broadway Street; thence along the Northerly right of way line of said Railroad the following four courses: 1) N 64°54'34" W 294.63 feet, 2) 275.32 feet along a curve to the right having a radius of 2898.92 feet, delta 05°26'30", chord bears N 62°11'23" W 275.22 feet, 3) 345.31 feet along a curve to the right having a radius of 1600.14 feet, delta 12°21'52", chord bears N 53°24'09" W 344.64 feet, 4) 217.09 feet along a curve to the right having a radius of 1266.23 feet, delta 09°49'24", chord bears N 41°53'52" W 216.83 feet to the Point of Beginning; thence continuing along said Northerly line 185.58 feet along a curve to the right having a radius of 1266.23 feet, delta 08°23'50", chord bears N 32°47'16" W 185.41 feet to a point on the Northwestern edge of water of the Allen Creek outlet to the Huron River; thence along said edge of water the following four courses: 5) N 61°19'15" E 14.90 feet, 6) N 57°55'32" E 8.61 feet, 7) N 35°35'49" E 3.27 feet and 8) N 25°40'12" E 5.37 feet; thence S 26°05'48" E 21.79 feet; thence along the approximate edge of Huron River the next eight courses: 9) N 66°14'28" E 15.37 feet, 10) N 55°31'21" E 11.80 feet, 11) N 68°35'07" E 9.51 feet, 12) N 73°51'31" E 39.73 feet, 13) S 87°43'56" E 18.39 feet, 14) S 71°57'38" E 19.88, 15) S 62°50'00" E 19.88 feet, 16) S 83°38'58" E 29.55 feet; thence S 00°23'48" E 74.43 feet; thence S 56°27'21" W 100.12 feet; thence S 10°01'04" W 34.46 feet to the Point of Beginning.

Contains 19,759 square feet or 0.454 acres of land. Subject to all easements and restrictions of record, if any.

### Part 2

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the Northerly right of way line of Railroad and the Westerly right of way line of Broadway Street; thence along the Northerly right of way line of said Railroad the following four courses: 1) N 64°54'34" W 294.63 feet, 2) 275.32 feet along a curve to the right having a radius of 2898.92 feet, delta 05°26'30", chord bears N 62°11'23" W 275.22 feet, 3) 345.31 feet along a curve to the right having a radius of 1600.14 feet, delta 12°21'52", chord bears N 53°24'09" W 344.64 feet, 4) 402.67 feet along a curve to the right having a radius of 1266.23 feet, delta 18°13'14", chord bears N 37°41'58" W 400.98 feet to the Point of Beginning; thence continuing along said Northerly line 233.74 feet along a curve to the right having a radius of 1266.23 feet, delta 10°34'36", chord bears N 23°17'47" W 233.41 feet to a point on the Easterly right of way of Railroad; thence 31.75 feet along a curve to the right having a radius of 1383.30 feet, delta 01°18'54", chord bears N 63°11'01" E 31.75 feet along said Easterly right of way line to a point "A" on the intermediate traverse line; thence continuing along said Easterly line 5.43 feet along a curve to the right having a radius of 1383.30 feet, delta 00°13'30", chord bears N 63°57'04" E 5.43 feet to the edge of water of the Huron River thence Southeasterly along said line of water to a point "B" being distant from said point "A" the following nine courses: S 56°37'22" E 9.12 feet, S 74°00'46" E 23.72 feet, S 81°52'47" E 30.82 feet, S 05°44'56" E 98.49 feet, S 15°17'17" E 15.41 feet; thence S 23°10'11" E 44.27 feet, S 01°52'35" E 21.63 feet, S 22°20'39" W 16.11 feet and S 26°05'48" E 3.90 feet to a point on the Northeasterly edge of water of the Allen Creek outlet to the Huron River; thence along said edge of water the following four courses: S 25°40'12" W 5.37 feet, S 35°35'49" W 3.27 feet, S 57°55'32" W 8.61 feet and S 61°19'15" W 14.90 feet to the Point of Beginning. Includes Lot 1 and part of Lot 2 in Block XIV of Ormsby and Page's Addition being recorded in Liber M, Page 191, Washtenaw County Records, also including all land up to the water's edge.

Contains 14,356 square feet or 0.33 acres of land to the edge of water, more or less. Subject to all easements and restrictions of record, if any.

### **PERMANENT CULVERT AND SIDEWALK EASEMENT**

PART OF THE SE 1/4 OF SECTION 20  
T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY  
PART OF PARCEL ID NO.: 09-09-20-403-023

CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150  
p (734) 522-6711 | f (734) 522-6427

*Advancing Communities*

DATE: 04-03-18  
DRAWN BY: SH  
DWG: 20-403-023

SHEET  
3

JOB NO.  
1022-17-0010



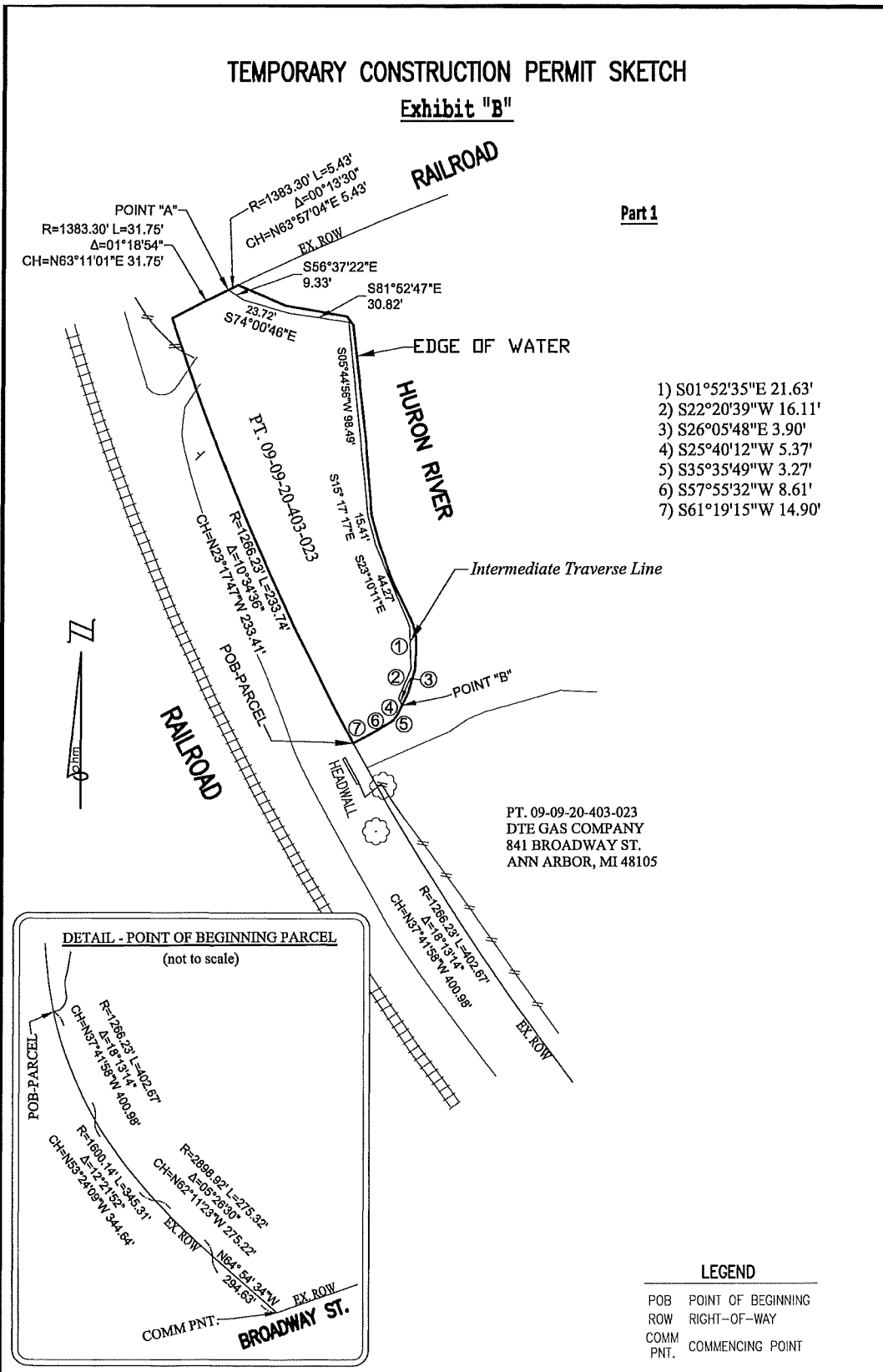
**EXHIBIT B**  
**TEMPORARY CONSTRUCTIONS AREA**



# TEMPORARY CONSTRUCTION PERMIT SKETCH

## Exhibit "B"

Part 1



PT. 09-09-20-403-023  
 DTE GAS COMPANY  
 841 BROADWAY ST.  
 ANN ARBOR, MI 48105

### LEGEND

- POB POINT OF BEGINNING
- ROW RIGHT-OF-WAY
- COMM COMMENCING POINT
- PNT.

### TEMPORARY CONSTRUCTION PERMIT

PART OF THE SE 1/4 OF SECTION 20  
 T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY  
**PART OF PARCEL ID NO.: 09-09-20-403-023**

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150  
 p (734) 522-6711 | f (734) 522-6427

Advancing Communities

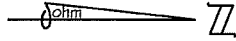
DATE: 04-03-18  
 DRAWN BY: SH  
 DWG: 20-403-023

SHEET  
**1**

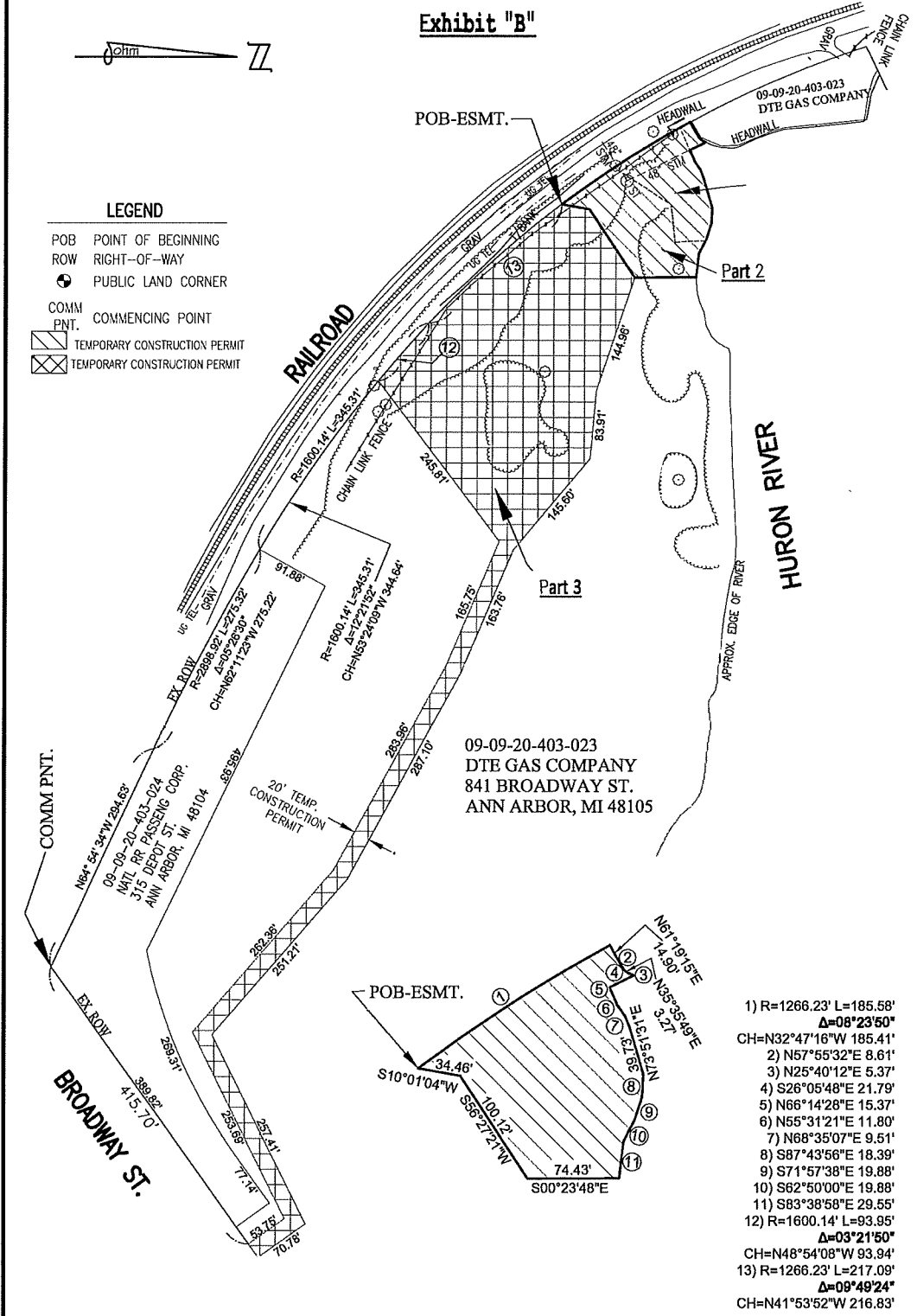
JOB NO.  
 1022-17-0010

# TEMPORARY CONSTRUCTION PERMIT SKETCH

Exhibit "B"



- LEGEND**
- POB POINT OF BEGINNING
  - ROW RIGHT-OF-WAY
  - ⊙ PUBLIC LAND CORNER
  - COMM PNT. COMMENCING POINT
  - TEMPORARY CONSTRUCTION PERMIT
  - TEMPORARY CONSTRUCTION PERMIT



09-09-20-403-023  
DTE GAS COMPANY  
841 BROADWAY ST.  
ANN ARBOR, MI 48105

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- 13) R=1266.23' L=217.09'  
Δ=09°49'24"
- CH=N41°53'52"W 216.83'

<p><b>TEMPORARY CONSTRUCTION PERMIT</b></p> <p>PART OF THE SE 1/4 OF SECTION 20 T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY <b>TAX ID NO.: 09-09-20-403-023</b></p>		<p>34000 Plymouth Road   Livonia, MI 48150 p (734) 522-6711   f (734) 522-6427</p> <p><i>Advancing Communities</i></p>
<p>CLIENT: CITY OF ANN ARBOR</p>		
<p>DATE: 03-13-18 DRAWN BY: SH DWG: 20-403-023</p>	<p>SHEET: 2</p>	<p>JOB NO.: 1022-17-0010</p>



# TEMPORARY CONSTRUCTION PERMIT DESCRIPTION

## Exhibit "B"

### Part 1

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the Northerly right of way line of Railroad and the Westerly right of way line of Broadway Street; thence along the Northerly right of way line of said Railroad the following four courses: 1) N 64°54'34" W 294.63 feet, 2) 275.32 feet along a curve to the right having a radius of 2898.92 feet, delta 05°26'30", chord bears N 62°11'23" W 275.22 feet, 3) 345.31 feet along a curve to the right having a radius of 1600.14 feet, delta 12°21'52", chord bears N 53°24'09" W 344.64 feet, 4) 402.67 feet along a curve to the right having a radius of 1266.23 feet, delta 18°13'14", chord bears N 37°41'58" W 400.98 feet to the Point of Beginning; thence continuing along said Northerly line 233.74 feet along a curve to the right having a radius of 1266.23 feet, delta 10°34'36", chord bears N 23°17'47" W 233.41 feet to a point on the Easterly right of way of Railroad; thence 31.75 feet along a curve to the right having a radius of 1383.30 feet, delta 01°18'54", chord bears N 63°11'01" E 31.75 feet along said Easterly right of way line to a point "A" on the intermediate traverse line; thence continuing along said Easterly line 5.43 feet along a curve to the right having a radius of 1383.30 feet, delta 00°13'30", chord bears N 63°57'04" E 5.43 feet to the edge of water of the Huron River thence Southeasterly along said line of water to a point "B" being distant from said point "A" the following nine courses: S 56°37'22" E 9.12 feet, S 74°00'46" E 23.72 feet, S 81°52'47" E 30.82 feet, S 05°44'56" E 98.49 feet, S 15°17'17" E 15.41 feet; thence S 23°10'11" E 44.27 feet, S 01°52'35" E 21.63 feet, S 22°20'39" W 16.11 feet and S 26°05'48" E 3.90 feet to a point on the Northeasterly edge of water of the Allen Creek outlet to the Huron River; thence along said edge of water the following four courses: S 25°40'12" W 5.37 feet, S 35°35'49" W 3.27 feet, S 57°55'32" W 8.61 feet and S 61°19'15" W 14.90 feet to the Point of Beginning. Includes Lot 1 and part of Lot 2 in Block XIV of Ormsby and Page's Addition being recorded in Liber M, Page 191, Washtenaw County Records, also including all land up to the water's edge.

Contains 14,356 square feet or 0.33 acres of land to the edge of water, more or less. Subject to all easements and restrictions of record, if any.

### Part 2

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the Northerly right of way line of Railroad and the Westerly right of way line of Broadway Street; thence along the Northerly right of way line of said Railroad the following four courses: 1) N 64°54'34" W 294.63 feet, 2) 275.32 feet along a curve to the right having a radius of 2898.92 feet, delta 05°26'30", chord bears N 62°11'23" W 275.22 feet, 3) 345.31 feet along a curve to the right having a radius of 1600.14 feet, delta 12°21'52", chord bears N 53°24'09" W 344.64 feet, 4) 217.09 feet along a curve to the right having a radius of 1266.23 feet, delta 09°49'24", chord bears N 41°53'52" W 216.83 feet to the Point of Beginning; thence continuing along said Northerly line 185.58 feet along a curve to the right having a radius of 1266.23 feet, delta 08°23'50", chord bears N 32°47'16" W 185.41 feet to a point on the Northwesterly edge of water of the Allen Creek outlet to the Huron River; thence along said edge of water the following four courses: 5) N 61°19'15" E 14.90 feet, 6) N 57°55'32" E 8.61 feet, 7) N 35°35'49" E 3.27 feet and 8) N 25°40'12" E 5.37 feet; thence S 26°05'48" E 21.79 feet; thence along the approximate edge of Huron River the next eight courses: 9) N 66°14'28" E 15.37 feet, 10) N 55°31'21" E 11.80 feet, 11) N 68°35'07" E 9.51 feet, 12) N 73°51'31" E 39.73 feet, 13) S 87°43'56" E 18.39 feet, 14) S 71°57'38" E 19.88 feet, 15) S 62°50'00" E 19.88 feet, 16) S 83°38'58" E 29.55 feet; thence S 00°23'48" E 74.43 feet; thence S 56°27'21" W 100.12 feet; thence S 10°01'04" W 34.46 feet to the Point of Beginning.

Contains 19,759 square feet or 0.454 acres of land. Subject to all easements and restrictions of record, if any.

### Part 3

A parcel of land situated in the SE 1/4 of Section 20, Town 2 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, described as follows:

Commencing at the Northerly right of way line of Railroad and the Westerly right of way line of Broadway Street; thence N 54°29'04" E 415.70 feet along the Westerly right of way line of said Broadway Street to the Point of Beginning; thence N 35°30'56" W 53.75 feet; thence S 63°38'20" W 253.69 feet; thence N 49°02'33" W 262.36 feet; thence N 61°22'44" W 283.96 feet; thence N 66°59'14" W 165.75 feet; thence S 52°53'19" W 245.81 feet; thence 93.95 feet along a curve to the right having a radius of 1600.14 feet, delta 03°21'50", chord bears N 48°54'08" W 93.94 feet and 217.09 feet along a curve to the right having a radius of 1266.23 feet, delta 09°49'24", chord bears N 41°53'52" W 216.83 feet along said Northerly right of way line of Railroad; thence N 10°01'04" E 34.46 feet; thence N 56°27'21" E 100.12 feet; thence S 71°27'52" E 144.96 feet; thence S 84°58'13" E 83.91 feet; thence S 50°05'55" E 145.60 feet; thence S 66°59'14" E 163.76 feet; thence S 61°22'44" E 287.10 feet; thence S 49°02'33" E 251.21 feet; thence N 63°38'20" E 257.41 feet; thence S 35°30'56" E 70.78 feet; thence S 54°29'04" W 20.0 feet along the Westerly right of way line of Broadway Street to the Point of Beginning.

Contains 92,847 square feet or 2.131 acres of land. Subject to all easements and restrictions of record, if any.

### TEMPORARY CONSTRUCTION PERMIT

PART OF THE SE 1/4 OF SECTION 20  
T.2S., R.6E., CITY OF ANN ARBOR, WASHTENAW COUNTY  
TAX ID NO.: 09-09-20-403-023

CLIENT: CITY OF ANN ARBOR



34000 Plymouth Road | Livonia, MI 48150  
p (734) 522-6711 | f (734) 522-6427

Advancing Communities

DATE: 05-01-18  
DRAWN BY: SH  
DWG: 20-403-023

SHEET

3

JOB NO.

1022-17-0010



**EXHIBIT C  
ALLEN CREEK CULVERT**





DRAWING TITLE:  
**DTE EXHIBIT**

BY:  
**RFB**

CHKD BY:  
**JAH**

DATE:  
**03/12/2018**

SCALE:  
**1"=40'**

