



Real Estate Department

Project Name: Ariel Substation  
Business Unit: ITCT  
Work Order No.: A0003763

Date: November 30, 2016  
To: Records Center  
From: Barbara A. Mention *bam*  
Real Estate  
Subject: Easement-Section 31, City of Troy, Oakland County, Michigan.  
Parcel ID: 20-31-226-029

Attached are papers related to a Substation, Ingress and Egress and Underground Electric Transmission Easement Agreement, dated September 9, 2016 to International Transmission Company, d/b/a *ITC Transmission* from DTE Electric Company, whose address is One Energy Plaza, Detroit, Michigan 48226.

The attached agreements include the substation easement, ingress and egress, underground lines and a construction license agreement with a temporary easement agreement.

There was no easement consideration fee.

The easement was negotiated by Rebecca Takacs, Attorney for ITC.

Please incorporate these documents into the appropriate CRES Right of Way file.

Attachment (s)

CC: S. Cox  
M. Ely  
J. Kehoe  
K. Martin  
A. Murray  
J. Robach  
G. Wilson

FILE  
T1 5231



2016 SEP 26 PM 12: 09

184769  
LIBER 49872 PAGE 755  
\$40.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
09/28/2016 01:57:57 P.M. RECEIPT# 113557  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

**SUBSTATION EASEMENT AGREEMENT  
(ARIEL SUBSTATION)  
(the "Agreement")**

On September 9, 2016, DTE Electric (defined below), for the sum of \$1.00, grants to ITC (defined below) an exclusive, permanent and perpetual easement (the "Easement") on land referred to herein as the "Easement Area" (defined below), for the purpose described in Section 1 of this Agreement.

**"DTE Electric" is:** DTE Electric Company f/k/a The Detroit Edison Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226.

**"ITC" is:** International Transmission Company, a Michigan corporation, d/b/a ITC Transmission, 27175 Energy Way, Novi, Michigan 48377.

**"DTE Electric's Land" is:** the real property located in City of Troy, Oakland County, Michigan, as more particularly described as "Grantor's Land" in Exhibit "A" attached hereto.

**The "Easement Area" is:** the real property located in City of Troy, Oakland County, Michigan, as more particularly described as the "ITC Equipment Easement" and "ITC Ingress-Egress Easement" in Exhibit "A" attached hereto.

The Easement granted herein shall be subject to the following terms and conditions:

1. **Purpose.** DTE Electric grants this Easement to ITC to construct, reconstruct, erect, store, develop, improve, maintain, operate, upgrade, repair, patrol, rebuild, remove and relocate at its expense, all buildings, fixtures, appurtenances and equipment related to ITC's electric substation facilities necessary for the transmission of electric power at 120kV or greater on the Easement Area, including but not limited to Telecommunication Lines (as defined herein), the control house, poles, towers, crossarms, insulators, wires, guy wires, anchors, switches, transformers, capacitors, fences and other equipment necessary for the transformation, switching and transmission of electricity at 120kV or greater (collectively, "ITC's Facilities"). For purposes of this Agreement, the term "Telecommunication Lines" means ITC's internal telecommunication lines and not the telecommunication lines of a third party telecommunications provider. ITC shall not install or construct any new facilities or expand the size and/or scope of ITC's Facilities without prior written notice to DTE Electric in accordance with the CIA, defined herein. ITC's written notice described in the preceding sentence shall include only: a one line drawing, key plan, electrical installation plan, section view drawing and the grounding plan (collectively, the "Plans"). DTE Electric shall promptly review the Plans and if DTE Electric determines the Plans will materially interfere with DTE Electric's electrical facilities, including generation facilities, the

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parties shall work in good faith to make such modifications to the Plans consistent with Good Utility Practice, as such term is defined in the CIA.

ITC shall construct, install, operate, upgrade, repair and maintain ITC's Facilities in a safe and reliable manner and shall comply with all applicable laws, ordinances or codes related to the construction, operation, repair and maintenance of such facilities for the term of this Agreement. Moreover, neither DTE Electric nor ITC shall construct, install, operate, repair or maintain their existing or future facilities in any manner that will unreasonably interfere with or restrict access to the existing facilities of either party.

2. **Ingress & Egress.** ITC must not enter any fenced in or other restricted area outside the Easement Area without DTE Electric's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Agreement to the contrary, DTE Electric shall not fence in any portion of the Easement Area in a manner that will prevent ITC from using the Easement Area for the purposes granted herein. DTE Electric shall maintain and hereby reserves those rights of access to and across the Easement Area and to the ITC Facilities consistent with the rights granted in Sections 9.1 and 9.2 of the CIA.

3. **DTE Electric's Rights.** DTE Electric specifically reserves the right to construct, operate and maintain structures and equipment necessary for the safe and reliable operation of DTE Electric's subtransmission and distribution facilities (collectively "DTE Electric's Facilities") on, over and under the Easement Area. DTE Electric agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the Easement Area which would result in a violation of the minimum clearance requirements of the National Electric Safety Code. If any of DTE's Electrical Facilities interfere with ITC's Facilities the parties shall work in good faith to make such modifications to DTE's Electrical Facilities so that they comply with Good Utility Practice, as such term is defined in the CIA.

4. **Encumbrances.** This Easement is granted without any warranties or covenants of title and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this Easement would be subordinate under the recording acts or other applicable laws of the State of Michigan, including, but not limited to, an October 1, 1924, Mortgage between DTE Electric Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

5. **Damages.** ITC must pay DTE Electric for all damages, losses or injuries to DTE Electric's facilities caused by ITC, its agents, employees, servants or independent contractors while constructing, operating or maintaining ITC's Facilities. DTE Electric must pay ITC for all damages, losses or injuries to ITC's Facilities caused by DTE Electric, its agents, employees, servants or independent contractors while constructing, operating or maintaining DTE Electric's facilities.

6. **Construction and Maintenance.**

(a) ITC will construct and maintain ITC's Facilities on this Easement at its sole expense. If underground work is involved, ITC must call Miss Dig (tel: 811) in accordance with

Michigan Public Act 174 of 2013, before beginning any ground breaking. DTE Electric may inspect ITC's Facilities during any construction or maintenance work.

(b) ITC shall construct and install ITC Facilities in a safe and reliable manner and shall comply with all applicable laws, ordinances or codes related to the construction and installation of such facilities for the term of this Agreement.

(c) ITC must not change the natural drainage of the Easement Area without DTE Electric's prior written permission.

(d) ITC must not change either the elevation or the slope of the Easement Area without DTE Electric's prior written permission.

(e) Exhibit A attached hereto is the "as-built" drawing of ITC's Facilities. If ITC must reconstruct any of ITC's Facilities, ITC must send "as-built" drawings of reconstructed ITC Facilities to the Manager – Central Design, the DTE Electric Company, One Energy Plaza, Room 560 SB, Detroit, Michigan 48226. (Tel. 313-235-8789).

(f) After ITC completes any construction or maintenance work, ITC must back-fill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g. peat, organic material or trash), ITC must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, ITC must place backfill in 12 to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, ITC must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.

(g) After ITC completes any construction or maintenance work, ITC must restore DTE Electric property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping. ITC shall notify the Supervising Engineer & Ombudsman, Architectural/Civil/Towers, the DTE Electric Company, One Energy Plaza, Room 545 SB, Detroit, Michigan 48226. (Tel. 313-235-8269) ten (10) days after the completion of any work on the Easement Area.

7. **Abandonment; Restoration.** If ITC abandons any part of this Easement, removes its equipment, and executes a written recordable release of said Easement, then within three months after the abandonment, ITC must restore the abandoned part as nearly as possible to its original condition. Failure of ITC 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 ITC's rights under this Easement Agreement.

8. **Interconnection Agreement.** To the extent of any conflict between this Easement and the Coordination and Interconnection Agreement dated February 28, 2003, by and between ITC, as successor to International Transmission Company, LLC, and DTE Electric Company f/k/a The Detroit DTE Electric Company (the "CIA"), the CIA shall prevail.

9. **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.

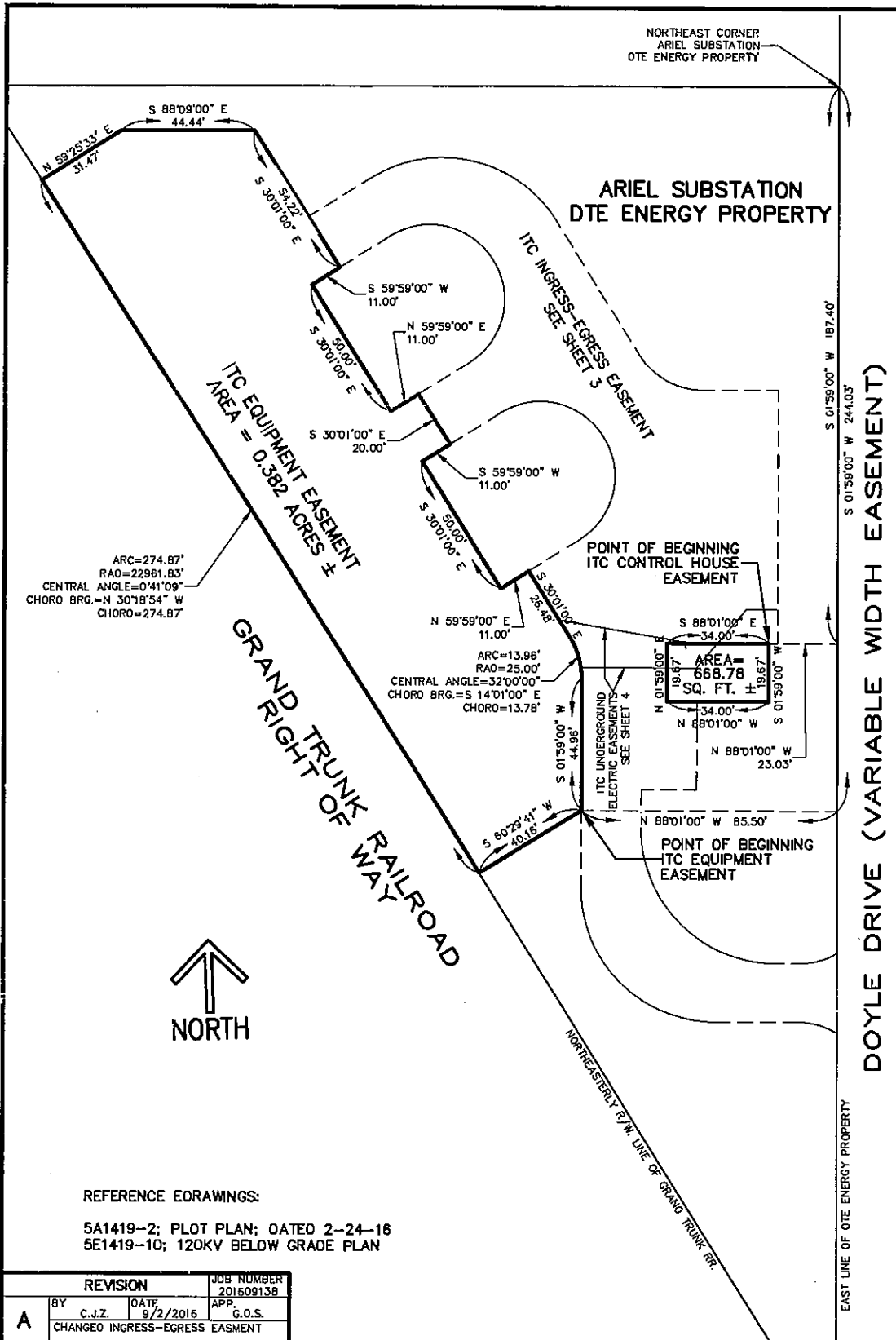


**KAREN L. BOURDAGE**  
**NOTARY PUBLIC, STATE OF MI**  
**COUNTY OF WAYNE**  
**MY COMMISSION EXPIRES MARCH 19, 2019**  
**ACTING IN THE COUNTY OF \_\_\_\_\_**



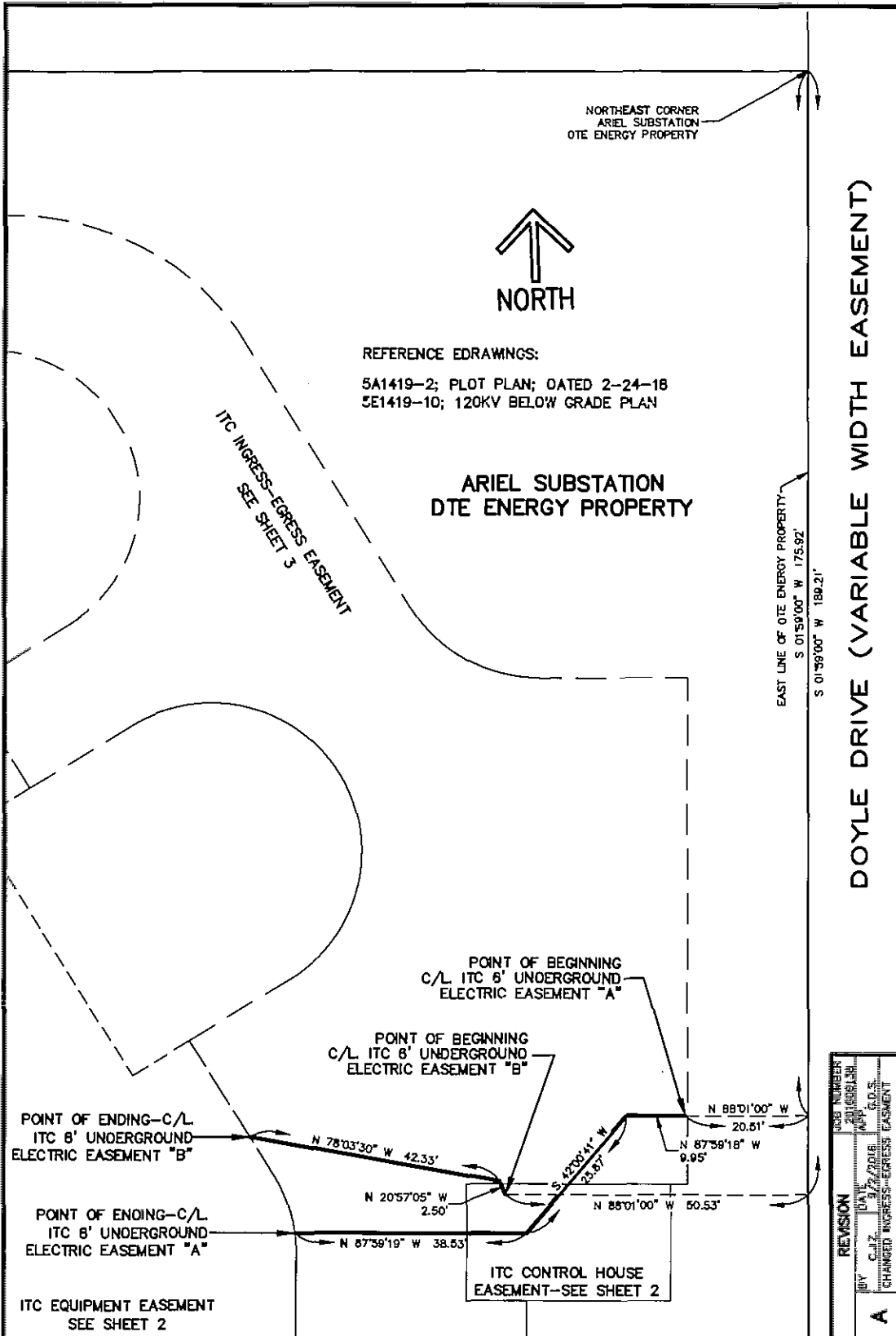
**EXHIBIT A**  
**LEGAL DESCRIPTION AND DRAWING OF**  
**GRANTOR'S LAND**  
**AND EASEMENT AREA**





<b>REVISION</b> A BY C.J.Z. DATE 9/2/2015 CHANGE TO INGRESS-EGRESS EASEMENT		JOB NUMBER 201609138 APP. G.O.S.
<b>DTE Energy</b> DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING		<b>MAP AND DESCRIPTIONS</b> OF ITC EASEMENTS ON DTE ENERGY'S ARIEL SUBSTATION PROPERTY, PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND CO., MI <b>ARIEL SUBSTATION</b>
SCALE 1 INCH = 40 FEET		SHEET 2 OF 6 JOB NUMBER 201607121
DRAWN BY C. ZBOCH	SURVEY ENGINEER G.O. STEPHENS	DATE OF DRAWING 8/12/2016 DRAWING NO. SE 1419-009





REVISION	DATE	BY	CHKD.	APP.	G.D.S.
A	9/2/2016				

**DTE Energy**  
DTE Electric Company  
CENTRAL DESIGN  
SURVEYING SERVICES  
345 SERVICE BUILDING

**MAP AND DESCRIPTIONS**  
OF ITC EASEMENTS ON DTE ENERGY'S ARIEL SUBSTATION  
PROPERTY, PART OF THE NORTHEAST 1/4 OF SECTION 31,  
T. 2 N., R. 11 E., CITY OF TROY, OAKLAND CO., MI

**ARIEL SUBSTATION**

SHEET 4 OF 8

JOB NUMBER  
**201607121**

SCALE  
1 INCH = 20 FEET

DRAWN BY  
**C. ZBOCH**

SURVEY ENGINEER  
**G.D. STEPHENS**

DATE OF DRAWING  
**8/12/2016**

DRAWING NO.  
**SE 1419-009**

**INTERNATIONAL TRANSMISSION COMPANY (ITC) EQUIPMENT EASEMENT**

*pt 20-31-226-029*

An Equipment Easement on part of DTE Energy's Ariel Substation Property 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 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 Northeast corner of DTE Energy's Ariel Substation property; thence South 01°59'00" West, 244.03 feet along DTE Energy's east property line; thence North 88°01'00" West, 85.50 feet to the **POINT OF BEGINNING**; thence South 60°29'41" West, 40.16 feet to DTE Energy's southeasterly property line also being the northeasterly right of way line of the Grand Trunk Railroad; thence along said line on an Arc of a curve to the left 274.87 feet, having a Radius of 22961.83 feet, a Central Angle of 00°41'09", and a Chord Bearing and Distance of North 30°18'54" West, 274.87 feet; thence North 59°25'33" East, 31.47 feet; thence South 88°09'00" East, 44.44 feet; thence South 30°01'00" East, 54.22 feet; thence South 59°59'00" West, 11.00 feet; thence South 30°01'00" East, 50.00 feet; thence North 59°59'00" East, 11.00 feet; thence South 30°01'00" East, 20.00 feet; thence South 59°59'00" West, 11.00 feet; thence South 30°01'00" East, 50.00 feet; thence North 59°59'00" East, 11.00 feet; thence South 30°01'00" East, 26.48 feet; thence along the Arc of a curve to the right 13.96 feet, having a Radius of 25.00 feet, a Central Angle of 32°00'00", and a Chord Bearing and Distance of South 14°01'00" East, 13.78 feet; thence South 01°59'00" West, 44.96 feet to the Point of Beginning. Containing 0.382 acres of land, more or less.

**INTERNATIONAL TRANSMISSION COMPANY (ITC) CONTROL HOUSE EASEMENT**

*pt 20-31-226-029*

A Control House Easement on part of DTE Energy's Ariel Substation Property 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 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 Northeast corner of DTE Energy's Ariel Substation property; thence South 01°59'00" West, 187.40 feet along DTE Energy's east property line; thence North 88°01'00" West, 23.03 feet to the **POINT OF BEGINNING**; thence South 01°59'00" West, 19.67 feet; thence North 88°01'00" West, 34.00 feet; thence North 01°59'00" East, 19.67 feet; thence South 88°01'00" East, 34.00 feet to the Point of Beginning. Containing 668.78 square feet of land, more or less.

**INTERNATIONAL TRANSMISSION COMPANY (ITC) 6' WIDE UNDERGROUND ELECTRIC EASEMENT "A"**

*pt 20-31-226-029*


A 6 foot wide Underground Electric Easement on part of DTE Energy's Ariel Substation Property in part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan; described by its centerline 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 Northeast corner of DTE Energy's Ariel Substation property; thence South 01°59'00" West, 175.92 feet along DTE Energy's east property line; thence North 88°01'00" West, 20.51 feet to the **POINT OF BEGINNING**; thence North 87°59'19" West, 9.95 feet; thence South 42°00'41" West, 25.87 feet; thence North 87°59'19" West, 38.63 feet to the **POINT OF ENDING**.

**INTERNATIONAL TRANSMISSION COMPANY (ITC) 6' WIDE UNDERGROUND ELECTRIC EASEMENT "B"**

*pt 20-31-226-029*

A 6 foot wide Underground Electric Easement on part of DTE Energy's Ariel Substation Property in part of the Northeast 1/4 of Section 31, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan; described by its centerline 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 Northeast corner of DTE Energy's Ariel Substation property; thence South 01°59'00" West, 189.21 feet along DTE Energy's east property line; thence North 88°01'00" West, 50.53 feet to the **POINT OF BEGINNING**; thence North 20°57'05" West, 2.50 feet; thence North 78°03'30" West, 42.33 feet to the **POINT OF ENDING**.

<b>REVISION</b>		<b>JOB NUMBER</b> 201609138	
<b>A</b>	BY C.J.Z.	DATE 3/2/2016	APP. G.O.S.
CHANGED INGRESS-EGRESS EASMENT			



**DTE Energy**  
DTE Electric Company  
CENTRAL DESIGN  
SURVEYING SERVICES  
545 SERVICE BUILDING

SCALE  
1 INCH = N.A. FEET

**MAP AND DESCRIPTIONS**  
OF ITC EASEMENTS ON DTE ENERGY'S ARIEL SUBSTATION PROPERTY, PART OF THE NORTHEAST 1/4 OF SECTION 31, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND CO., MI

**ARIEL SUBSTATION**

DRAWN BY  
C. ZBOCH

SURVEY ENGINEER  
G.D. STEPHENS

DATE OF DRAWING  
8/12/2016

**SHEET 5 OF 6**

JOB NUMBER  
201607121


DRAWING NO.  
**SE 1419-009**

**INTERNATIONAL TRANSMISSION COMPANY (ITC) INGRESS-EGRESS EASEMENT**

An Ingress-Egress Easement on part of DTE Energy's Ariel Substation Property 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 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 Northeast corner of DTE Energy's Ariel Substation property; thence South 01°59'00" West, 291.58 feet along DTE Energy's east property line to the **POINT OF BEGINNING**; thence along the Arc of a curve to the right 13.23 feet, having a Radius of 25.00 feet, a Central Angle of 30°18'46", and a Chord Bearing and Distance of South 76°49'37" West, 13.07 feet; thence North 88°01'00" West, 7.88 feet; thence along the Arc of a curve to the right 70.69 feet, having a Radius of 45.00 feet, a Central Angle of 90°00'00", and a Chord Bearing and Distance of North 43°01'00" West, 63.64 feet; thence North 01°59'00" East, 12.94 feet; thence South 88°01'00" East, 18.47 feet; thence North 01°59'00" East, 30.00 feet; thence North 88°01'00" West, 10.00 feet; thence North 01°59'00" East, 19.67 feet; thence South 88°01'00" East, 36.86 feet; thence North 01°59'00" East, 85.21 feet; thence North 88°09'00" West, 24.90 feet; thence along the Arc of a curve to the right 25.37 feet, having a Radius of 25.00 feet, a Central Angle of 58°08'00", and a Chord Bearing and Distance of North 59°05'00" West, 24.29 feet; thence North 30°01'00" West, 52.81 feet; thence along the Arc of a curve to the left 70.69 feet, having a Radius of 45.00 feet, a Central Angle of 90°00'00", and a Chord Bearing and Distance of North 75°01'00" West, 63.64 feet; thence South 59°59'00" West, 25.00 feet; thence South 30°01'00" East, 20.00 feet; thence North 59°59'00" East, 20.00 feet; thence along the Arc of a curve to the right 78.54 feet, having a Radius of 25.00 feet, a Central Angle of 180°00'00", and a Chord Bearing and Distance of South 30°01'00" East, 50.00 feet; thence South 59°59'00" West, 20.00 feet; thence South 30°01'00" East, 20.00 feet; thence North 59°59'00" East, 20.00 feet; thence along the Arc of a curve to the right 78.54 feet, having a Radius of 25.00 feet, a Central Angle of 180°00'00", and a Chord Bearing and Distance of South 30°01'00" East, 50.00 feet; thence South 59°59'00" West, 20.00 feet; thence South 30°01'00" East, 26.48 feet; thence along the Arc of a curve to the right 13.96 feet, having a Radius of 25.00 feet, a Central Angle of 32°00'00", and a Chord Bearing and Distance of South 14°01'00" East, 13.78 feet; thence South 01°59'00" West, 70.93 feet; thence along the Arc of a curve to the left 70.69 feet, having a Radius of 45.00 feet, a Central Angle of 90°00'00", and a Chord Bearing and Distance of South 43°01'00" East, 63.64 feet; thence South 88°01'00" East, 27.41 feet; thence along the Arc of a curve to the right 13.78 feet, having a Radius of 25.00 feet, a Central Angle of 31°35'31", and a Chord Bearing and Distance of South 72°13'23" East, 13.61 feet; thence North 01°59'00" East, 27.12 feet along DTE Energy's east property line to the Point of Beginning. Containing 0.335 acres, more or less.

Pl 20-31-226-029

<b>REVISION</b>		<b>JOB NUMBER</b> 201609138	
<b>A</b>	BY C.J.Z.	DATE 8/2/2016	APP. G.D.S.
	CHANGED INGRESS-EGRESS EASEMENT		



**DTE Energy**  
DTE Electric Company  
CENTRAL DESIGN  
SURVEYING SERVICES  
545 SERVICE BUILDING

**MAP AND DESCRIPTIONS**  
OF ITC EASEMENTS ON DTE ENERGY'S ARIEL SUBSTATION  
PROPERTY, PART OF THE NORTHEAST 1/4 OF SECTION 31,  
T. 2 N., R. 11 E., CITY OF TROY, OAKLAND CO., MI

**ARIEL SUBSTATION**

<b>SHEET 6 OF 6</b>
<b>JOB NUMBER</b> 201607121

SCALE 1 INCH = N.A. FEET
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<b>DRAWN BY</b> C. ZBOCH	<b>SURVEY ENGINEER</b> G.D. STEPHENS
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<b>DATE OF DRAWING</b> 8/12/2016
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<b>DRAWING NO.</b> SE 1419-009
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CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT (this "License Agreement"), made this 4<sup>th</sup> day of April, 2016, between DTE ELECTRIC COMPANY, a Michigan corporation ("DTE") (hereinafter referred to as the "Licensor") and INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, d/b/a ITC TRANSMISSION ("ITC") (hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of certain property located off of the private road, Doyle Drive, in the City of Troy (the "DTE Property"), which is located to the west of the Transit Center Parcel as more particularly depicted and described in the exhibits attached hereto.

WHEREAS Licensor will construct and operate an electrical power substation on the DTE Property and Licensor has a temporary easement agreement with the City of Troy, recorded in the Oakland County Register of Deeds at Liber 8926, Page 418, an easement from the City of Troy, recorded in the Oakland County Register of Deeds at Liber 4880, Page 434 to access the DTE Property from Doyle Drive and an easement from Grand/Sakwa, recorded in the Oakland County Register of Deeds at Liber 1902, Page 268 to utilize the remainder of Doyle Drive owned by Grand/Sakwa to access Maple Road. Each of these Easements provide that Licensor may allow its licensees to utilize Doyle Drive. Easements Attached hereto as Exhibits 1, 2 and 3, respectively.

WHEREAS, to provide power to DTE's electrical power substation on the DTE Property, Licensee must also construct and operate electric transmission facilities and equipment on the DTE Property and desires an easement from the City of Troy for permanent access to the DTE Property from Doyle Drive and an easement from Grand/Sakwa for permanent access to the remainder of Doyle Drive owned by Grand/Sakwa to access Maple Road.

WHEREAS Licensee is in the process of negotiating easements with the City of Troy and Grand/Sakwa for temporary and permanent access rights along Doyle Drive, but desires to gain access to the DTE Property during this process.

WHEREAS Licensor and Licensee are using the same contractor to prepare the electrical power substation and transmission facilities ground level and below grade level construction work.

WHEREAS to take advantage of the efficiencies of utilizing a joint contractor, Licensee wishes to be a licensee of DTE under each of the Easements attached as Exhibits 1, 2 and 3 so that Licensee may utilize Doyle Drive for regular construction traffic and no large deliveries, the Parties hereby agree as follows:

1. Grant of License. The Licensor hereby grants the Licensee, its agents, employees and contractors (collectively, the "Licensee Parties") a revocable license (the "License") to enter and use Doyle Drive as a Licensee for Construction Activities, subject to the terms and conditions set forth in this License Agreement and the terms of the Easements attached as Exhibits 1, 2 and 3.



2. Term of License. This License Agreement shall commence on April, 4, 2016 (hereinafter referred to as the "License Commencement Date") and terminate upon the execution of easements between ITC and the City of Troy and Grand/Sakwa, or such earlier date pursuant to the provisions of Paragraph 8 hereof (hereinafter referred to as the "License Termination Date").

3. Indemnification by Licensee. To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and its parent, subsidiaries and affiliates and their respective officers, directors, employees, contractors and agents (herein collectively referred to as the "Indemnitees") from and against any and all suits, liabilities, obligations, injuries, liens, losses, damages, penalties, costs, charges and expenses, including reasonable attorneys' fees and expert witness fees, and claims of any kind or character (the "Claims") which may be imposed upon or incurred by or asserted against the Indemnitees or any of them, by reason of actual or alleged: (a) injury or death to persons (including, without limitation, employees of one or more of the Indemnitees and employees of its or their contractors, subcontractors, vendors, or agents); and/or (b) damage to the property of any person or legal entity (including, without limitation, the property of one or more of the Indemnitees and the property of its contractors, subcontractors, vendors, agents or employees), arising from or caused by the exercise by the Licensee of any rights or privileges granted it hereunder including, but not limited to: (i) any act or omission of Licensee or any of the other Licensee Parties; (ii) any accident on the Property or any fire or other casualty on the Property caused by any use of or entry upon the Property by Licensee or any of the other Licensee Parties; (iii) any violation or alleged violation by Licensee or any of the other Licensee Parties of any applicable law, statute, rule, regulation, code or order; provided, however, that such indemnification shall not extend to Claims caused by or arising from the negligence or willful misconduct of any of the Indemnitees. The obligations contained in this Section shall survive the expiration or earlier termination of this License Agreement. Licensee's indemnification obligation shall be reduced by the amount of any insurance proceeds actually received by Licensor, provided Licensee has paid for any premium increase charged to Licensor for extending its current coverage.

4. Mechanic's Liens. Licensee shall not suffer or permit to be enforced against the Easements, or any part thereof, any mechanic's, materialmen's, contractor's or subcontractor's liens or any claims for damages arising from the Construction Activities. Licensee shall pay or cause to be paid all said liens, claims or damages before any action is brought to enforce same against the Easements. Licensee expressly agrees to protect, defend, indemnify and hold Indemnitees harmless from and against all liability for any and all such liens, claims, and damages together with reasonable attorney's fees and all cost and expenses in connection therewith.

5. Insurance. Intentionally blank.

6. Compliance With Laws. The Licensee shall, in the exercise of the rights and privileges granted by this License Agreement, adhere to and comply with all laws, ordinances, rules and regulations applicable to Licensee's activities, operations and/or use of, the Property.

7. Assignment. The Licensee may not assign this License Agreement or the License granted herein.

8. Termination. This License shall cease and terminate, without the necessity of the execution of any further documents upon: (a) upon thirty (30) days' advance written notice of termination given by any Licensor or Licensee to the other or (b) upon the execution of easements between Licensee and the City of Troy and Grand/Sakwa.

9. Amendment. This License Agreement may not be changed orally but only by an instrument in writing signed by both the Licensor and the Licensee.

10. Notices. Intentionally Blank.

11. No Partnership. Licensee understands and agrees that its relationship to Licensor is that of independent contractor and that it will not represent to anyone that its relationship to Licensor is other than that of independent contractor. Nothing contained in this License Agreement shall constitute or be construed to be or create a partnership or joint venture between the Licensee, its successors or assigns, on the one part, and Licensor, its successors or permitted assigns, on the other part.

12. No Third-Party Beneficiaries. Nothing in this License Agreement is intended to confer any rights or remedies upon persons other than Licensee and Licensor and each of their respective successors and permitted assigns, nor to confer upon anyone the status of third-party beneficiary of this License Agreement.

13. Severability. If any one or more of the provisions of this License Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other application of the provisions and the balance of this License Agreement shall not be affected.

14. Governing Law. This License Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.

15. Binding and Entire Agreement. This License Agreement is binding upon, and shall inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto; provided, however, that Licensor may not assign this License Agreement without the prior written consent of Licensee. This License Agreement shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.

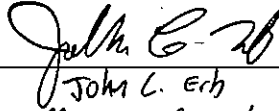
16. Interpretation. Title and headings of sections of this License Agreement are for convenience only and will not affect the construction of any provisions of this License Agreement.

17. No Modification. This License Agreement is meant to clarify the manner in which the Parties will use their existing rights, and nothing contained herein shall be deemed to modify or amend the terms of any agreement between the Parties, which all shall remain in full force and effect.

[signatures on the following page]

The parties hereto have duly executed this License Agreement as of the day and year first above written.

**DTE ELECTRIC COMPANY**

By: 

Its: John L. Erb  
Manager, Corporate Real Estate

**INTERNATIONAL TRANSMISSION COMPANY  
d/b/a ITC TRANSMISSION**

By: ITC Holdings Corp. its sole owner

By:   
Matthew S Carstens

Vice President and General Counsel – Utility  
Operations

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2016 JAN 15 PM 12:05

8926  
LIBER 48980 PAGE 418  
\$55.00 HISC RECORDING  
\$4.00 REINUMENTATION  
01/15/2016 12:46:46 P.M. RECEIPT# 5933  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### TEMPORARY EASEMENT AGREEMENT

On December <sup>14<sup>th</sup></sup> 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. CB

#### 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 (NOT RE)

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.

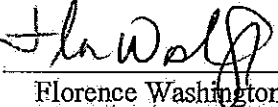
This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

*[Signatures follow on next page]*

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

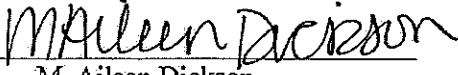
**DTE ELECTRIC COMPANY,**  
a Michigan corporation

By:   
Dane Slater

By:  12-28-2015  
Florence Washington

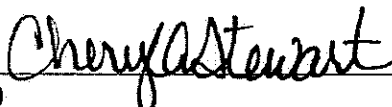
Its: Mayor

Its: Supervisor, Corporate Real Estate


By:   
M. Aileen Dickson

Its: City Clerk

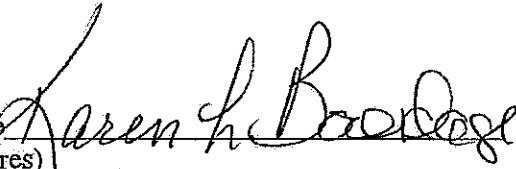
Acknowledged before me in Oakland County, Michigan, on December 14, 2015, by Dane Slater, the Mayor of the City of Troy, a Michigan municipal corporation, for the corporation.

**CHERYL A STEWART**  
Notary Public-State of Michigan  
County of Oakland  
Notary's Stamp My Commission Expires May 3, 2019  
Acting in Oakland County  
(Notary's name, county and date commission expires)  
Notary's Signature 

Acknowledged before me in Oakland County, Michigan, on December 14, 2015, by M. Aileen Dickson, the City Clerk of the City of Troy, a Michigan municipal corporation, for the corporation.

**CHERYL A STEWART**  
Notary Public-State of Michigan  
County of Oakland  
Notary's Stamp My Commission Expires May 3, 2019  
Acting in Oakland County  
(Notary's name, county and date commission expires)  
Notary's Signature 

Acknowledged before me in Wayne County, Michigan, on Dec. 28, 2015, by Florence D. Washington, Supervisor, Corporate Real Estate, of the DTE Electric Company, a Michigan corporation, for the corporation.

**KAREN L. BOURDAGE**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
Notary's Stamp MY COMMISSION EXPIRES MARCH 19, 2019  
ACTING IN THE COUNTY OF Wayne  
(Notary's name, county and date commission expires)  
Notary's Signature 

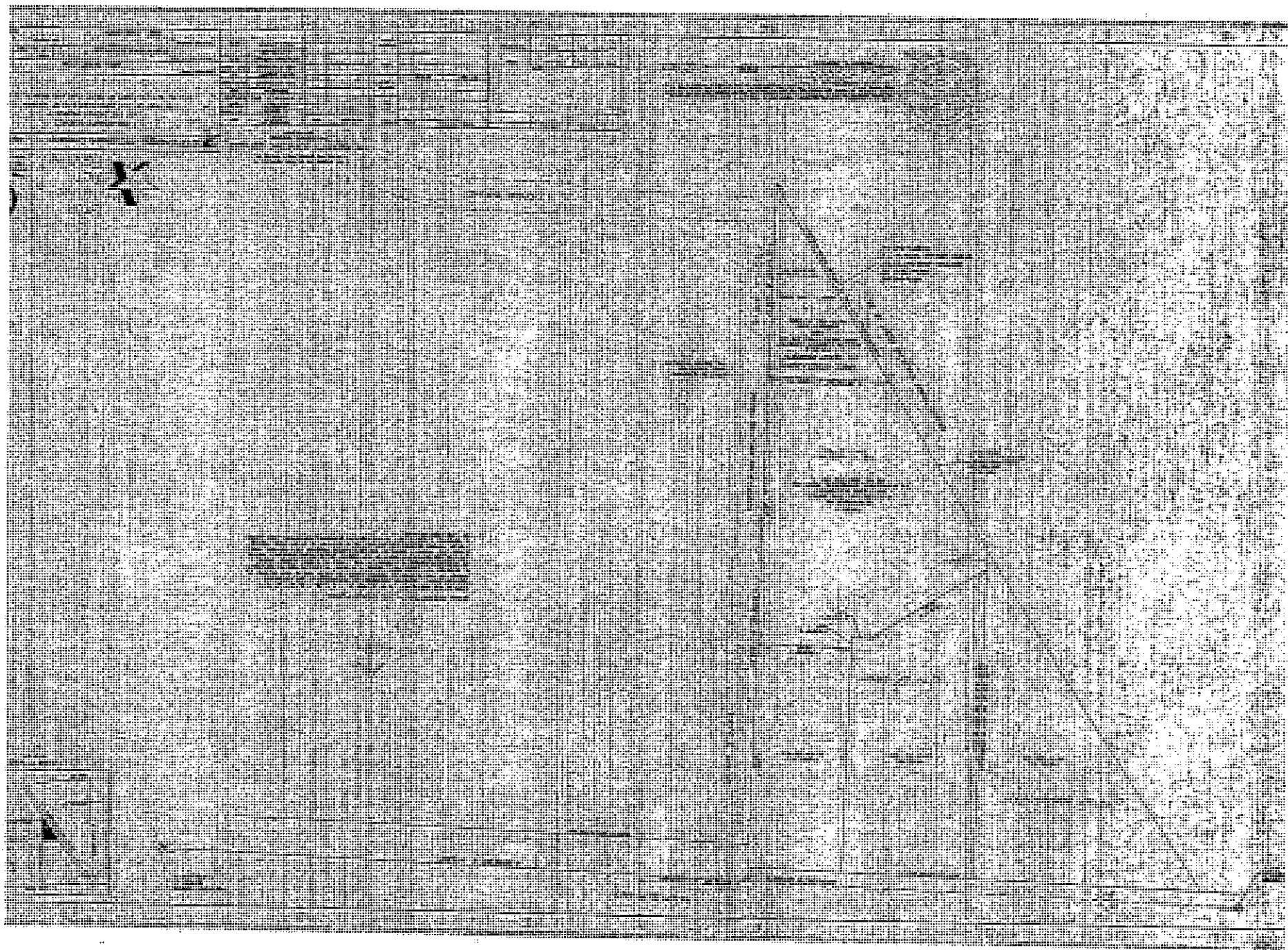
**Drafted by and when recorded**  
**Return to:**

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



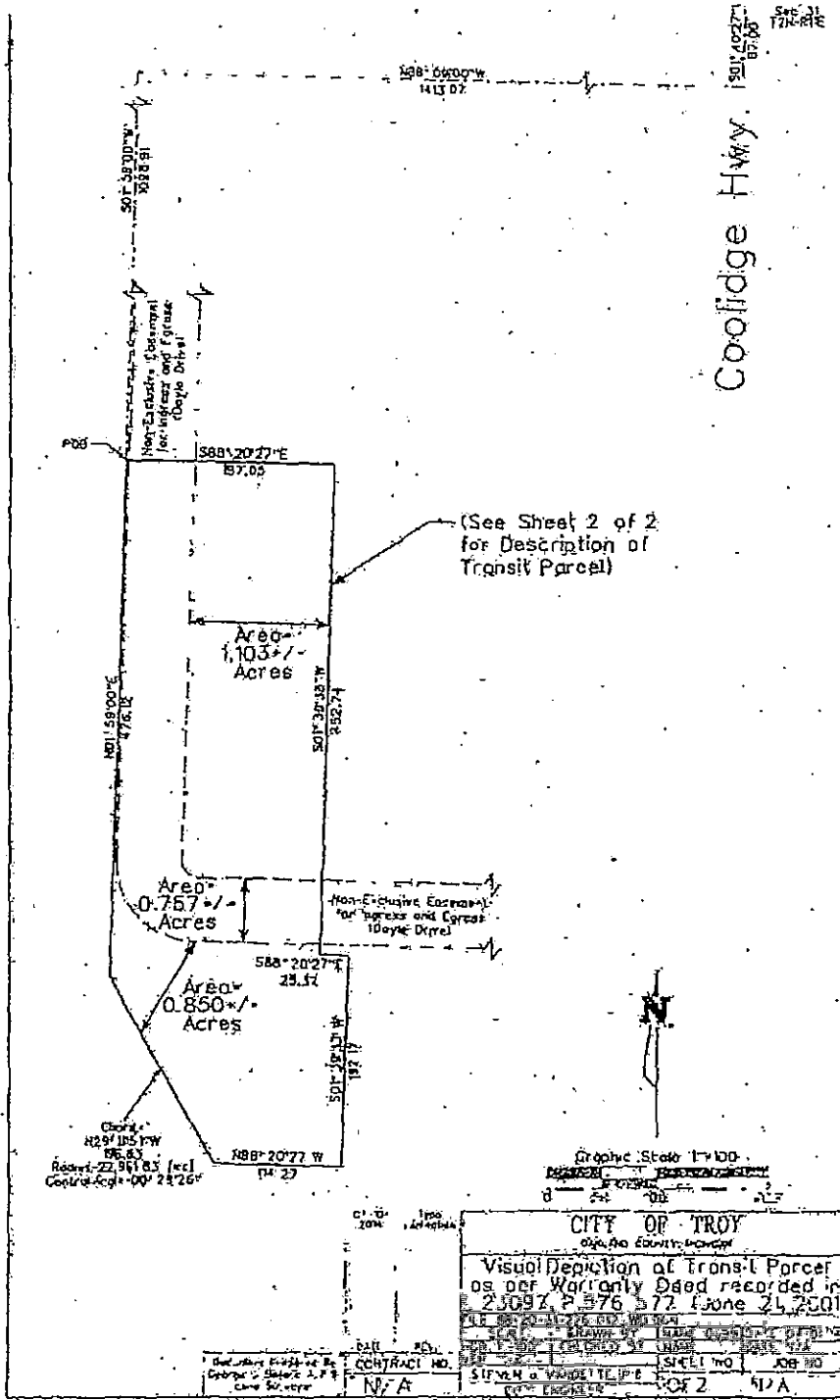
**EXHIBIT A**  
**DTE PROPERTY**

See attached



**EXHIBIT B**  
**CITY PROPERTY**

See attached



Coolidge Hwy. 180140271  
18700  
174  
174

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

RECEIVED FOR THE CITY OF TROY

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 1/4 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 08 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 1088.91 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 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 182.17 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 190.83 FEET; WHOSE CHORD BEARS NORTH 29 DEGREES 11 MINUTES 51 SECONDS WEST, 186.83 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 00 SECONDS EAST 478.12 FEET TO THE POINT OF BEGINNING.

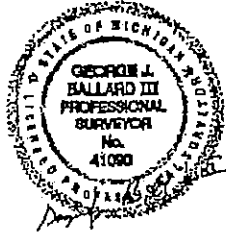
20-31-220-05

CERTIFICATION:

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

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

4-10-2014  
Date



01-10-2014	type collection	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: RM-20-31-225-012.WD.DGN					
DATE	REV.	SCALE	DRAWN BY	NAME	DATE
					04-01-14
CONTRACT NO.		VER.	CHECKED BY	NAME	DATE
N/A		"X"			N/A
N/A		STEVEN J. VANDETTE, P.E.		SHEET NO.	JOB NO.
N/A		CITY ENGINEER		20F2	N/A

Instrument Provided By  
George J. Ballard III, P.S.  
Lead Surveyor

**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

N 88°20'27" W  
59.84'

N 88°01'00" W 2.73'

S 01°59'15" W  
17.42'

HEAVY EASEMENT AREA  
0.927 ACRES±

CITY OF TROY  
TRANSIT PARCEL

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

S 01°59'00" W 349.57'

N 01°57'43" E 367.32'

S 88°01'00" E  
62.71'

NORTH  
DETAIL  
1" = 20'

POINT OF BEGINNING  
HEAVY EASEMENT AREA

HEAVY EASEMENT  
AREA

DTE ENERGY'S  
ARIEL SUBSTATION  
PROPERTY

S 01°59'00" W 1116.31'

59.84'  
N 88°20'27" W

S 01°59'15" W 17.42'

N 88°01'00" W  
2.73'

S 01°59'00" W  
349.57'

## 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.

PT 20-31-226-029



NORTH

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

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

DTE ENERGY'S PROPERTY  
EXHIBIT A

DOYLE DRIVE  
PUBLIC ACCESS EASEMENT

HEAVY EASEMENT AREA  
SEE DTE DIV. No.: SE. 1418-005  
CITY OF TROY  
TRANSIT PARCEL  
RECORDED IN WARRANTY DEED  
UBER 23087, PAGES 576-577  
EXHIBIT B

CITY OF TROY  
TRANSIT PARCEL  
EXHIBIT 8

CONSTRUCTION EASEMENT AREA  
SEE SHEET 2

POINT OF BEGINNING OF  
CONSTRUCTION EASEMENT AREA

N 88°20'27" W  
272.85'

N 88°20'27" W  
312.48'

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'

DOYLE DRIVE  
PUBLIC ACCESS EASEMENT

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

N 61°48'25" 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)

EAST LINE OF SECTION 31

S 01°39'33" W 1708.13'

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'

EXHIBIT B  
CITY OF TROY  
TRANSIT PARCEL  
RECORDED IN WARRANTY DEED  
LIBER 23097, PAGES 578-577

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

WEST LINE OF PARCEL DESCRIBED IN EXHIBIT "B"

WEST LINE OF PARCEL DESCRIBED IN EXHIBIT "B"

**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.

PT 20-31-226-015