



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: June 4, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Work Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request To Rescind a Previous Resolution and Grant a Revised Permanent Easement to Sprague Drain Drainage District – Firefighters Park, Sidwell #88-20-05-300-006

History

In 2022 the City of Troy was awarded no-match funding by the US Environmental Protection Agency (EPA) for a Sprague Drain Habitat Improvement project within Firefighters Park. The project includes invasive species control, construction of a bankfull bench, naturalization of the grass detention basin, creation of bed form diversity, establishment of a native vegetative buffer along an existing swale, and creation of storm outfalls.

In order for this project to proceed, the City needs to grant a permanent easement to the Sprague Drain Drainage District, which is represented by the Oakland County Water Resource Commission. City Council previously granted a permanent easement to the Sprague Drain Drainage District at their May 19, 2025 meeting, Resolution #2025-05-080-J-9.

The City Engineering department and the Oakland County Water Resource Commission (WRC) have met and determined that there needs to be a minor change to the easement document guaranteeing that any future non-structure amenities such as sidewalks, signage or lighting will not adversely impact flows.

Financial

The consideration amount on this document is \$1.00.

Recommendation

City Management recommends that City Council rescind Resolution #2025-05-080-J-9 and approve the revised attached permanent easement consistent with our policy of granting easements for development and improvement purposes, and to authorize the Mayor and City Clerk to execute the revised permanent easement.

Legal Review

The item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



GIS Online

Legend:

 Tax Parcel



Notes:

Firefighters Park
Sprague Drain Drainage District
20-05-300-006

Map Scale: 1=1,424

Created: May 13, 2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

EASEMENT

Parcel No. 1-2025

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF TROY**, a Michigan municipal corporation, GRANTOR, whose address is 500 W. Big Beaver Rd. Troy, MI 48084 for and in consideration of the sum of **ONE DOLLAR (\$1.00)** receipt of which is hereby acknowledged, paid to them by **Jim Nash**, the **OAKLAND COUNTY WATER RESOURCES COMMISSIONER**, as statutory agent for the **SPRAGUE DRAIN DRAINAGE DISTRICT**, pursuant to Act No. 40 of the Public Acts of 1956 ("Michigan Drain Code"), as amended, GRANTEE, whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, GRANTOR does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace the **SPRAGUE DRAIN**, in accordance with the terms and conditions set forth herein:

RECITALS:

- A. The GRANTOR is the owner of certain real property described as follows (the "Premises"):

A parcel of land being Part of the South ½ of Section 5, T2N., R11E., City of Troy, Oakland County, Michigan, described as:

Beginning at the South 1/2 of said Section 5; thence N 89°40'08" W 1816.58 feet; thence N 00°36'54" E 1154.60 feet; thence S 89°48'30" E 925.00 feet; thence N 00°11'30" E 730.00 feet; thence N 28°59'24" W 239.31 feet; thence N 53°41'24" W 239.31 feet; thence N 89°48'30" W 520.00 feet; thence N 37°14'16" W 110.07 feet; thence N 05°00'00" W 100.00 feet; thence N 89°02'36" W 150.00 feet; thence N 00°57'24" E 50.00 feet; thence S 89°02'36" E 2201.64 feet; thence S 00°11'06" W 806.47 feet; thence S 18°47'54" E 130.00 feet; thence S 39°01'48" E 282.00 feet; thence S 00°11'06" W 276.00 feet; thence S 40° 40'25" W 405.24 feet; thence S 14°41'21" W 130.00 feet; thence S 00°59'23" W 590.00 feet; thence N 89°48'54" W 180.02 feet to the Point of Beginning, Also beginning at a point distant S 89°02'36" E 670.00 feet and S 00°57'24" W 50.00 feet and S 89°02'36" E 150.00 feet and S 05°00'00" E 100 feet and S 37°14'16" E 110.07 feet and S 89°48'30" E 362.98 feet from the West 1/4 corner of said Section 5: thence S 89°48'30" E 157.02 feet; thence S 53°41'24" E 166.34 feet; thence N 59°29'22" W 47.73 feet; thence N 68°08'55" W 134.59 feet; thence N 78°49'29" W 127.43 feet to the Point of Beginning. Except the South 60 feet there of taken for Square Lake Road.

Sidwell No. 20-05-300-006

Commonly Known As: 1810 West Square Lake Rd. Troy, MI 48098

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises in order to construct, operate, maintain, repair or replace the SPRAGUE DRAIN.

IT IS THEREFORE AGREED:

1. **Grant of a Permanent Easement.** Grantor hereby grants to Grantee a perpetual easement described as follows:

Drain Easement being a part of the South ½ of Section 5, T2N., R11E., City of Troy, Oakland County, Michigan, whose centerline is described as: Commencing at the South 1/4 of said Section 5; thence S 87°15'20" W 178.12 feet along the South line of said Section 5; thence N 02°14'40" W 60.00 feet to a point on the North right of way line of Square Lake Road and the Point of Beginning; thence continuing N 02°14'40" W 40.98 feet; thence N 38° 57' 47" E 74.58 feet; thence N 17° 50' 00" E 36.56 feet; thence N 02° 40' 00" W 502.24 feet; thence N 38° 16' 33" W 98.58 feet; thence N 02° 14' 40" W 549.11 feet; thence N 32° 15' 20" E 120.06 feet; thence N 02° 14' 40" W 102.90 feet; thence N 57° 44' 40" W 82.51 feet; thence N 32° 15' 20" E 80.00 feet; thence S 57° 44' 40" E 127.03 feet; thence S 02° 14' 40" E 1013.00 feet; thence S 47° 14' 40" E 37.00 feet; thence N 87° 45' 20" E 140.00 feet; thence S 02° 14' 40" E 462.76 feet to a point on the North right of way line of said Square Lake Road; thence along said right of way S 87° 06' 16" W 138.66 feet and continuing along said right of way S 87° 15' 20" W 177.52 feet to the Point of Beginning.

2. **Purpose of the Easement.** The permanent easement granted herein shall be used for the purpose of the operation, maintenance, repair or replacement of the DRAIN constructed in accordance with the plans and specifications approved by the GRANTEE.

3. **General Conditions.**

- a. GRANTOR agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement unless GRANTEE otherwise agrees in writing in advance. Permanent structures include but are not limited to fixtures, structures with footings, culverts, dams, bridges, and structures of a similar nature. Permanent structures do not include trails (at-grade), sidewalks (at-grade), disc golf amenities, park signage, lighting, and benches so long as flows are not adversely impacted. GRANTOR agrees that GRANTEE will not be responsible for the costs for destruction, removal or replacement of any permanent fixture caused by GRANTEE's exercise of its powers under this Easement.

- b. Except as otherwise agreed in writing between the GRANTOR and GRANTEE, and to the extent that removal is required for the exercise of its powers under this Easement, GRANTEE may remove all trees and shrubbery within the permanent easement and shall not be required to replace trees and shrubbery that are removed.

- c. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the Grantee, its contractors, agents or assigns.

- d. GRANTOR retains, reserves, and shall continue to enjoy the use of the permanent easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE. Any unauthorized use or obstruction may be removed by GRANTEE in accordance with the procedures set forth in the Drain Code.

e. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement.

f. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.

g. A map of the above-described Easement is attached hereto and made a part thereof (Exhibit A).

h. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.

i. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

j. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.

k. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

l. It is understood and agreed between the Parties that a failure by either Party to fulfill a condition or term set forth in this Easement shall not result in the extinguishment of the easement rights granted herein or constitute a waiver of such term or condition.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the GRANTOR has hereunto affixed their signatures
this _____ day of _____, 2025.

CITY OF TROY, a Michigan municipal
corporation

_____(L.S.)
By: Ethan Baker
Its: Mayor

_____(L.S.)
By: M. Aileen Dickson
Its: Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me, a Notary Public in and for
said County, personally appeared **Ethan Baker** and **M. Aileen Dickson** to me
personally known, who being by me duly sworn did say that they are the **Mayor** and
Clerk of the **City of Troy**, a Michigan Municipal Corporation, a corporation created and
existing under the laws of the **State of Michigan**, and that the said Easement Grant was
signed and sealed in behalf of said corporation by authority of its City Council, and the
said **Mayor** and **Clerk** acknowledged the said instrument to be the free act and deed of
the said Corporation.

Notary Public

County, _____
My Commission Expires: _____
Acting in the County of _____

This instrument drafted by:
Jeffrey S. Parrott, Supervisor Right of Way
Office of the Oakland County Water Resources Commissioner
Building 95 West
One Public Works Drive
Waterford, Michigan 48328-1907

3/25/2025 3:48 PM

HRC_OLW_Clr.CTB

v:\202204\20220482\F\Property\20220482 ES02.dwg

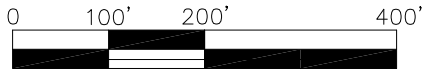
PRINTED Hebert Dave DRAWN

SPRAGUE DRAIN BRAIN EXTENSION
BOOK 5, PAGE 35

N57° 44' 40"W 82.51'

N2° 14' 40"W 102.90'

N32° 15' 20"E 120.06'



SCALE: 1" = 200'



CITY OF TROY –
FIREFIGHTERS PARK
1810 W SQUARE LAKE ROAD
20-05-300-006

N38° 16' 33"W 98.58'

PORTION OF SPRAGUE DRAIN BRANCH
EXTENSION TO BE RELEASED

50.00'

SPRAGUE DRAIN BRANCH
EXTENSION EASEMENT

S47° 14' 40"E 37.00'

N87° 45' 20"E
140.00'

N17° 50' 00"E 36.56'

N38° 57' 47"E 74.58'

N2° 14' 40"W 40.98'

60' R.O.W. LINE

P.O.B.

S87° 15' 20"W

177.52'

S87° 06' 16"W

138.66'

N02° 14' 40"W 60.00'

S87° 15' 20"W

178.12'

SOUTH 1/4 SEC. 5
T.2N., R.11E., CITY OF TROY
OAKLAND COUNTY, MICHIGAN.

W SQUARE LAKE ROAD

EXHIBIT "A"

REV. 3/25/25

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

JOB NO.
20220482

DATE
8/4/23

SPRAGUE DRAIN BRAIN EXTENSION
EASEMENT

FIGURE NO.

1

OF 1