

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

DON'T DRILL THE HILLS, INC.,  
a Michigan nonprofit corporation,

Plaintiff,

v.

Case No. 14-140827-CH

HON. JAMES M. ALEXANDER

CITY OF ROCHESTER HILLS,  
a Michigan municipal corporation,  
JORDAN DEVELOPMENT COMPANY,  
LLC, a Michigan limited liability company;  
and SUNOCO PIPELINE, L.P., a Texas  
limited partnership,

Defendants.

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(313) 962-5210

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that Defendant Sunoco Pipeline, L.P.'s Motion for Summary Disposition will be brought on for hearing before the Honorable James M. Alexander, in his courtroom, on Wednesday, October 8, 2014 at 8:30 a.m., or as soon thereafter as counsel may be heard.

DATED: August 22, 2014

/s/Troy C. Otto (P67448)  
Arthur J. LeVasseur (P29394)  
FISCHER, FRANKLIN & FORD  
Attorneys for Defendant Sunoco Pipeline, L.P.  
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**DEFENDANT SUNOCO PIPELINE, L.P.'S  
MOTION FOR SUMMARY DISPOSITION**

Defendant Sunoco Pipeline, L.P. moves this Court pursuant to MCR 2.116(C)(5) for summary disposition of the claims asserted against it for the reason that Plaintiff lacks standing and pursuant to MCR 2.116(C)(8) for summary disposition for the reason that Plaintiff has failed to set forth facts sufficient to state a course of action with respect to this Defendant as more further stated in the accompanying Brief in support of this Motion.

DATED: August 22, 2014

/s/Troy C. Otto (P67448)  
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**BRIEF IN SUPPORT OF  
DEFENDANT SUNOCO PIPELINE, L.P.'S  
MOTION FOR SUMMARY DISPOSITION**

## I. STATEMENT OF FACTS

On November 9, 1950 the State of Michigan issued a Permit to Construct and Maintain a Pipeline to Defendant Sunoco Pipeline, L.P.'s ("Sunoco") predecessor (*Exhibit A*) allowing it to place an underground pipeline in what was then Bloomer State Park, Avon Township, Michigan. Some 34 years later, in 1984, Avon Township was incorporated as the City of Rochester Hills and in 1993 the State transferred ownership of the state park to the City.

In 2012, Sunoco began preliminary work on a project to replace the existing 8" underground pipeline with a new 8" pipeline to be used to transport liquefied petroleum gas products from Pennsylvania through Ohio and Michigan to Sarnia, Ontario. *Exhibit B*. In September, 2013 the City and Sunoco entered into a Right of Entry Agreement. *Exhibit C*. Its terms included an acknowledgment that Sunoco had the right to construct, maintain and replace a pipeline through the park property under the 1950 Permit and provided that once Sunoco finished construction of the replacement pipeline the City would execute "an Easement Agreement or similar document that will reflect the 'as-built' location of the pipeline to be installed pursuant to this Agreement that will be of equal width as the Permit now in place and contain terms and conditions similar to the existing Permit." *Exhibit C*. The agreement further provided that Sunoco would use a horizontal boring construction method. This allowed the pipeline to be inserted into a horizontal tunnel located below the surface without the need to deploy heavy construction equipment to dig a trench through the park and bury the pipe. The boring of the tunnel and insertion of the pipe was done from pits located well outside the park itself and the work was completed in a matter of a few weeks. The replacement pipeline was put into commercial use in October, 2013 and currently carries approximately 26,400 BPD (barrels per

day) of ethane, a liquefied petroleum gas product which is ultimately transported to Sarnia, Ontario.

In accordance with the terms of the 2013 Right of Entry Agreement, on April 8, 2014, the City executed a "Pipeline Right-of-Way Easement" (*Exhibit D*) with a legal description that reflects the actual location of the replacement pipeline. The description provides for a 25 foot easement that follows the same path as the 1950 Permit at the southerly property line but diverges slightly to the south as it approaches the northeast property line. The reason is simply because the boring equipment used to create the below-grade horizontal tunnel where the pipe is inserted cannot make a sharp turn. Hence a change in direction between boring pits, which may be a mile apart, must be accomplished through a gradual curve.

On May 15, 2014 Plaintiff filed a Complaint for Declaratory Relief naming the City of Rochester Hills and Jordan Development Company as Defendants. The Complaint challenged the City's decision to lease mineral rights located under several city parks. On June 25, 2014 Plaintiff filed a First Amended Complaint for Declaratory Relief which added Defendant Sunoco as a party and sought a declaration that execution of the 2014 Pipeline Right-of-Way Easement document by the City constituted a "sale" of a portion of Bloomer Park and that such action was unauthorized absent voter approval under Section 11.8 of the City Charter and MCL 117.5(1)(e). *Amended Complaint* ¶¶ 32(e), 36, 43.

## II. STANDARD OF REVIEW

A motion to dismiss for lack of standing is brought pursuant to MCR 2.116(C)(5). *Jones v Slick*, 242 Mich App 715, 718, 619 NW2d 733 (2000). In reviewing a motion for summary disposition pursuant to MCR 2.116(C)(5), the Court must consider the pleadings, depositions, admissions, affidavits, and other documentary evidence submitted by the parties. *Aichele v Hodge*, 259 Mich App 146, 152, 673 NW2d 452, 457 (2003). A motion for summary disposition under MCR 2.116(C)(8) tests the legal sufficiency of a complaint. *Wortelboer v Benzie*, 212 Mich App 208, 537 NW2d 603 (1995). All well-plead factual allegations are considered true and construed in a light most favorable to the nonmovant. *Wade v Dept of Corr*, 439 Mich. 158, 483 NW2d 26 (1992).

## III. ARGUMENT

### A. **Plaintiff Lacks Standing to Challenge the Validity of Defendant Sunoco's Pipeline Easement.**

Plaintiff Don't Drill the Hills, Inc. ("DDTH") is a Michigan non-profit corporation with its registered office located in Port Huron, Michigan. *Exhibit E*. It is organized on a non-stock directorship basis. *Id.* While Plaintiff alleges that some members of the corporation are residents of Rochester Hills, Plaintiff has not alleged (i) that its bylaws even provide for members, (ii) described what the bylaw qualifications are for membership, (iii) identified any individual resident of Rochester Hills who may qualify as a member under its bylaws, or (iv) identified what interest any such person may have in the property that is the subject of this action. A corporation organized on a directorship basis may or may not have members but in either case the members have no voting rights. *MCL 450.2305*.

Standing is the legal term used to denote the existence of a party's interest in the outcome of the litigation and that will assure sincere and vigorous advocacy. *Allstate Ins Co v Hayes*, 442 Mich. 56, 68, 499 NW2d 743 (1993). One cannot rightfully invoke the jurisdiction of the court to enforce private rights, or maintain a civil action for the enforcement of such rights, unless one has in an individual or representative capacity some real interest in the cause of action, or a legal or equitable right, title, or interest in the subject matter of the controversy. *Bowie v Arder*, 441 Mich 23, 42-43; 490 NW2d 568, 577 (1992). To have standing, a plaintiff must demonstrate a legally protected interest that is in jeopardy of being adversely affected and must allege a sufficient personal stake in the outcome of the dispute to ensure that the controversy to be adjudicated will be presented in an adversarial setting that is capable of judicial resolution. Generally, a plaintiff shows a personal stake in a lawsuit by demonstrating injury to the plaintiff or the plaintiff's property. *Taylor v Blue Cross/Blue Shield of Michigan*, 205 Mich App 644, 655-656; 517 NW2d 864, 870 (1994).

It is well settled that all disgruntled citizens do not automatically have standing to sue a public body. Traditionally, a private citizen has no standing to vindicate a public wrong or enforce a public right where he is not hurt in any manner differently than the citizenry at large. Rather, demonstration that a substantial interest of the litigant will be detrimentally affected in a manner different from the public at large must be shown. *Detroit Fire Fighters Ass'n v City of Detroit*, 449 Mich 629, 633, 537 NW2d 436, 437-438 (1995). A cause or right of action does not arise for the refusal to perform a public duty which does not inflict special injury on plaintiff. *Inglis v Public School Emp Retirement Bd*, 374 Mich 10, 12-13; 131 NW2d 54, 55 (1964). "It has become the settled policy of this court to deny the writ of mandamus to compel the

performance of public duties by public officers, except where a specific right is involved not possessed by citizens generally.” *Id.*

Here, Plaintiff has not established that it or any individual who may be a member of the corporation has any substantial interest that will be detrimentally affected by a slight modification to the legal description contained in the pipeline easement that has been in place since 1950. In essence, Plaintiff is attempting to challenge Sunoco’s interest in real property but is itself a complete stranger to the title of the subject property. A plaintiff must assert his own legal rights and cannot rest his claim to relief on the rights or interests of third parties. *Barclae v Zarb*, 300 Mich App 455, 483; 834 NW2d 100 (2013). Moreover, if Plaintiff were asserting a property interest in the subject parcel inconsistent with Sunoco’s easement, its proper remedy would be to commence an Action to Determine Interests in Real Estate pursuant to MCL 600.2932 and MCR 3.411. The fact that it has not is tantamount to an admission that Plaintiff has no substantive interest in the parcel of real estate that is the subject of the easement at issue.

In *Killeen v Wayne County Civil Service Commission*, 108 Mich App 14, 19-20; 310 NW2d 257, 260 (1981), the Court found no standing where the plaintiff had failed to set forth in the complaint any allegations whereby his rights as a private person had been interfered with in a manner distinct from the public at large. The Court stated that absent such allegations, a private person has no standing to institute proceedings to redress grievances on behalf of the public at large. Quoting from *Home Telephone Co v Michigan Railroad Comm*, 174 Mich 219, 224, 140 NW 496 (1913), the Court stated that public grievances must be brought into court by public agents and not by private intervention.

We think it is well settled in this State that grievances which afflict the community must be redressed by those to whom the law has intrusted the duty of interference. Such has been the rule of law in this State for many years. *Miller v. Grandy*, 13 Mich. 540. It was there held that private persons could not assume to



themselves the right to institute proceedings in chancery to redress grievances on behalf of the public. They can only proceed where their individual grievances are distinct from those of the public at large, and such as give them a private right to redress.

*Id.*

The Amended Complaint does not identify any special injury to DDTH and merely asserts that it has members and that some of them live in Rochester Hills. Such allegations are insufficient to establish standing to pursue a claim that seeks to adjudicate the extent of Sunoco's property interest in a parcel of land owned in fee by the City. Under these circumstances, summary disposition in Sunoco's favor is mandated pursuant to MCR 2.116(C)(5).

**B. Plaintiff has failed to allege facts that would require the City to seek voter approval prior to executing a replacement pipeline easement.**

Plaintiff concedes that since 1950 Sunoco or its predecessors in interest have had a pipeline easement allowing it to construct, maintain and replace an underground pipeline that crosses Bloomer Park. *Amended Complaint* ¶24. Plaintiff further concedes that the legal description of the easement contained in the 2014 document is congruent with portions of the 1950 easement description. *Id.* Nevertheless, the crux of Plaintiff's Amended Complaint is that because it does not align perfectly with the legal description contained in the 1950 Permit, the execution of the 2014 document constituted a "sale" of part of Bloomer Park without voter approval in violation of the City Charter.

First, the 2014 document amounted to, at most, a minor modification to an existing easement held by Sunoco and not the sale of the park or part of the park. The existing easement already allowed a pipeline to be located within the boundaries of the park property and the purpose of the 2014 document was simply to align the description of the easement with the physical location of the replacement pipeline. The fact that the replacement was installed using modern techniques that permitted the pipeline to be placed within a tunnel without disturbing the

surface was actually a significant benefit to the park. Simply aligning the legal description with the path of the horizontally bored underground tunnel that resulted from the technical limitations of the underground machinery used to preserve the surface area of the park itself can hardly be characterized as a sale of park property. The alternative was to bring heavy equipment into the park itself and dig a long trench across the entire park from the southern to the northeastern boundary lines then bury a replacement pipe within the confines of the easement as described in the 1950 Permit. The fact that the City did not insist on that course of action should be applauded by Plaintiff, not condemned, but in any event the Plaintiff's attempt to characterize the 2014 document arising out of the 2013 replacement of the pipeline as a sale of park property has no merit. Under Plaintiff's theory, the City would be precluded from relocating rights of way for water, sewer, gas, electric or telephone lines within the park without voter approval where doing so would open up additional areas to recreational use. This defies common sense.

Second, Plaintiff simply ignores the express language of Section 11.8.2 of the City Charter that creates an exception to the voter mandate for uses of a park that pre-date the effective date of Section 11.8. Plaintiff's Amended Complaint acknowledges that Section 11.8 of the Charter became effective on November 8, 2011. *Plaintiff's Amended Complaint* ¶ 7. While Plaintiff relies on the language of Section 11.8 that precludes the city from selling or converting city parks and open spaces to "another use not directly or incidental to public recreation or conservation" unless approved by a majority vote of the electors, Plaintiff simply ignores the exception adopted at the same time. Specifically, Section 11.8.2 states, in pertinent part, that "[t]he existing use of a park or open space on the effective date of this section shall be considered to be a lawful use for the particular property". Thus any non-recreational use made

of Bloomer Park on November 8, 2011 remained a lawful use of the park thereafter without any requirement for voter approval.

When reviewing the provisions of a home rule city charter, Courts apply the same rules that apply to the construction of statutes. The provisions are to be read in context, with the plain and ordinary meaning given to every word. Judicial construction is not permitted when the language is clear and unambiguous. Courts apply unambiguous statutes as written. *Barrow v City of Detroit Election Comm'n*, 301 Mich App 403, 413–414 (2013). Here, given that Bloomer Park has been used for a pipeline since the 1950s, which predates not only the 2011 Charter amendment but also the City's inception and the date the City acquired the park from the State of Michigan, and the Charter provision expressly provided any that use of the park on November 8, 2011 remained lawful, the city was free to agree to allow a replacement pipeline to be constructed within the park boundaries without the need for prior voter approval. While the legal descriptions in the 1950 Permit and 2014 Pipeline Right-of-Way Easement are only in part identical, it is not the legal description of the easement but the use of the park for a non-recreational purpose that is addressed by the Charter and, therefore, germane to the issue. Because the park was being used for an underground pipeline, clearly a non-recreational or conservation purpose, before November 8, 2011 no voter approval was required for the city to execute the 2014 pipeline easement. The 2014 document did not change the existing use of the park and certainly did not adversely affect the use of the park as a park in any material way from how it had been used before that document was signed.

In short, Plaintiff has identified no language in Section 11.8 or any other part of the Charter that required the city to obtain voter consent before entering into the 2013 Right of Entry Agreement that allowed Sunoco to replace its existing underground pipeline with a new one.

Nor has Plaintiff identified anything that would preclude the city from executing a document to align the legal description of the pipeline easement with the actual physical location of the replacement pipeline.

Finally, Plaintiff has not explained how the soil below the surface where the pipeline is located constitutes a “park” for purposes of Section 11.8 of the Charter. This subsurface area is simply inaccessible for any normal recreational purpose.

Accordingly, Plaintiff has failed to state a cause of action with respect to its claim that the city acted without authority and in violation of Section 11.8 of City Charter in executing the 2014 Pipeline Right-of-Way Easement.

**C. The execution of a replacement pipeline easement is not the sale of a park within the meaning of Michigan Compiled Laws Section 117.5(1)(e).**

Plaintiff’s alternative theory is that the execution of the 2014 Pipeline Right-of-Way Easement constituted a sale of a part of Bloomer Park without voter approval contrary to MCL 117.5(1)(e), which states that a city does not have the power “to sell a park, cemetery, or any part of a park or cemetery, except where the park is not required under an official master plan of the city”. By definition, an easement is a non-exclusive right to use the property of another for a particular purpose. It is wholly distinct from a right to occupy and possess the land as does the fee owner. *Michigan Dept of Natural Resources v Carmody-Lahti Real Estate, Inc.*, 472 Mich 359, 378-379; 699 NW2d 272, 284 (2005).

“An easement is a right which one proprietor has to some profit, benefit or lawful use, out of, or over, the estate of another proprietor. \* \* \* It does not displace the general possession by the owner of the land, but the person entitled to the easement has a qualified possession only, so far as may be needful for its enjoyment.”

*Id.* at 379, fn.39 quoting from *McClintic-Marshall Co v Ford Motor Co*, 254 Mich 305, 317; 236 NW 792 (1931).

Furthermore, an easement may be created in a number of ways that have nothing to do with a sale of the property that is the subject of the easement. An easement may be created by express grant or reservation within a written document or by operation of law. *Forge v Smith*, 458 Mich 198; 580 NW2d 876 (1998). If the legislature had intended to preclude a city from either creating a new easement or modifying an existing easement in, over or under a park, it could have stated so plainly. It did not. Under the maxim of “*inclusio unius est exclusio alterius*”, the statute clearly applies only to a sale of park property and cannot be construed to bar the City from granting easements or rights of ways for utilities or other purposes that do not interfere with the use of the park by the public. Nor can the prohibition on the sale of a park be construed to preclude a minor modification to an existing pipeline easement in connection with the replacement of the original pipeline.

In addition, the statute relied upon by Plaintiff does not contain a general prohibition on the sale of any park property. To the contrary, by its terms it only prohibits the sale of a park, or a part of the park, where the subject of the sale is a park “required under the official master plan of the city.” *MCL 117.5(1)(e)*. Normally, the owner of the surface rights also owns the subsurface rights but it is clear that under Michigan law they may be divided and held by different owners. In fact, by the common law several sorts of estates or interests, joint or several, may exist in the same fee; one person may own the ground or soil, another the structures on the land, another the minerals beneath the surface, and still another the trees and wood growing on the land. *Rathbun v State*, 284 Mich 521, 534; 280 NW 35, 40 (1938).

Hence, because each can be separately owned and conveyed, unless the official master deed addresses and requires the subsurface where the pipeline is actually located to be deemed part of the park, MCL 117.5(e)(1) cannot and should not be construed to preclude the City from

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modifying an existing easement to place a structure below the surface where the structure will have no material impact on the use of the park for park purposes. Plaintiff has not alleged that the City's master plan addresses subsurface rights or that the official master plan requires the subsurface area to be designated as a park. Absent same, the City is not encumbered by the limitations of MCL 117.5(e)(1) in how it deals with its legal interest in the property and was free to execute both the Right of Entry Agreement to allow replacement of an underground pipeline using a horizontal boring method and the Pipeline Right-of-Way Easement to align the legal description of the easement with the actual location of the pipeline without voter approval. See *Nash v City of Grand Rapids*, 170 Mich App 725; 428 NW2d 756 (1988). (Existing park not required under City's master plan could be sold without voter approval.)

#### IV. CONCLUSION

Summary Disposition should be granted to Defendant pursuant to MCR 2.116(C)(5) and (8). Plaintiff does not have standing to pursue its claims that voter approval was required under the City Charter or state law before the City could execute a pipeline easement document that made minor changes to the legal description of an existing Sunoco pipeline easement. In addition, even if standing did exist, Plaintiff has failed to state a cause of action by failing to set forth facts sufficient to establish that the 2014 easement document constituted a sale of part of Bloomer Park or a conversion of Bloomer Park to a new non-recreational use such that voter approval was required under the City charter. Finally, Plaintiff has failed to set forth facts sufficient to demonstrate that the 2014 easement document constituted a sale of a park required by the official master plan such that voter approval was required under state law.

**V. RELIEF REQUESTED**

Wherefore, Defendant Sunoco Pipeline, L.P. requests the Court grant it Summary Disposition with respect to Plaintiff's claims against Defendant Sunoco Pipeline, L.P. pursuant to MCR 2.116(C)(5) and (8).

DATED: August 22, 2014

/s/Troy C. Otto (P67448)  
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# EXHIBIT "A"



TOLEDO-SARINA LINE

LIBER 2687 PAGE 520

L-1918

JAN 5 1951

STATE OF MICHIGAN  
DEPARTMENT OF CONSERVATIONREGISTER OF DEEDS  
(Oakland County, Mich.)  
Received for record  
at 10:30 a.m. on Jan. 5, 1951, and recorded its  
Lib. 2687, Page 520-22  
of Oakland County Register of Deeds Records.

Permit to Construct and Maintain Pipe Line

Orrin McQuaid  
ORRIN McQUAID, Register of DeedsFOR AND IN CONSIDERATION OF Ten and 50/100 (\$10.50) Dollars

in hand paid, the receipt of which is hereby acknowledged, the Department of Conservation for the State of Michigan (hereinafter called the Grantor) does hereby grant to Susquehanna Pipe Line Company of Philadelphia 3, Pennsylvania (hereinafter called the Grantee) its successors or assigns, the right to lay a pipe line and maintain, operate, repair, replace and remove the same over and through the following state-owned lands, as indicated on the attached plat:

S $\frac{1}{2}$  of NE $\frac{1}{4}$  lying South and West of M. C. R. R., Section 13, T 3 N, R 11 E, Oakland County.

Said pipe line right of way shall be a strip of land twenty-five feet wide, the center line of which shall be located and described as (bearings and distances):

Beginning at a point 505 feet west of the southeast corner of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 13, T 3 N, R 11 E, thence N 47°45' E to the M. C. R. R. a distance of approximately 682 feet.

In addition to all other terms and conditions contained in this easement, it is understood and agreed that grantee will plant twenty-five hardwood trees, not less than three inches in diameter, of species to be selected by the area manager, to replace such trees and shrubs which will be destroyed in the construction of the line.

This permit is subject to the following conditions and requirements:

1. Grantee agrees to notify the authorized representatives of the Department of Conservation indicated at the end of this permit prior to commencing operations under this permit so that the Department shall be properly notified as to the time and place that such operations shall begin on the state-owned lands.

2. Said Grantee, in addition to the amount paid as indicated above covering the charge of twenty-five cents per lineal rod, agrees to pay any damages which may arise to merchantable timber or forest growth, or any improvements by operations under this permit. Said damages, if not mutually agreed upon, are to be ascertained and determined by three disinterested persons, one thereof to be appointed by said Grantor, its successors or assigns; one by the Grantee, its successors or assigns, and the third by the two appointed as aforesaid; and the award of such three persons shall be final and conclusive.

3. At the option of the Grantor, all or any part of the forest products cut by the Grantee hereunder shall be the property of the Grantor and shall be cut and piled or decked as directed by the Grantor's authorized representatives, provided, however, the Grantee shall not be charged damages for such forest products claimed by the Grantor.

4. Permittee and its employees shall take all reasonable precautions to prevent and suppress forest fires, shall cause no unnecessary damage to forest growth or to any plantations, and shall be responsible and liable for any damages to state property.

5. All brush or refuse resulting from operations under this permit shall be disposed of as directed by Grantor's authorized representatives. Before burning or setting any fires whatsoever, Grantee shall obtain the required permit from Grantor's authorized representatives.

TOLEDO-SARINA LINE

6. Grantee shall bury said pipe line wherever necessary so as not to interfere with possible cultivation or Grantor's use of the land.

7. This right herein granted shall continue in full force and effect for as long a time as the pipe line is used for its intended purpose, and at such time that its use is discontinued, this permit shall become null and void. The Grantee shall, upon abandonment of the right herein granted, leave the premises in a condition satisfactory to the Grantor.

8. It is understood that any relocation of the pipe line constructed under this permit will require the approval of the Department of Conservation.

IN WITNESS WHEREOF, The Grantor, by its Director, has hereunto affixed its name and seal this 9th day of November, A. D. 1950.

Signed and acknowledged in presence of

DEPARTMENT OF CONSERVATION  
FOR THE STATE OF MICHIGAN

J. D. Stephansky  
J. D. Stephansky

Colleen R. Beyer  
Colleen R. Beyer

P. J. Hoffmaster  
P. J. Hoffmaster, Director

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss.

On this 21st day of November, A. D. 1950, before me a Notary Public in and for said county personally appeared P. J. Hoffmaster, Director of the Department of Conservation for the State of Michigan, to me known to be the same person who executed the within instrument, and who acknowledged the same to be his free act and deed and the free act and deed of the Department of Conservation for the State of Michigan in whose behalf he acts.

Joseph D. Stephansky  
Joseph D. Stephansky,  
Notary Public, Ingham County,  
Michigan

My Commission Expires: January 12, 1954.

NOTE: Department field representative to be contacted relative to operations under this permit is:

George McClure, Rochester-Utica Recreation Area, 5741 Hamlin Road, R # 3, Utica, Michigan.

WHEN RECORDED  
SEND TO  
MR. WINFIELD GIVENS  
1808 WALNUT ST.  
PHILADELPHIA 3, PA.

# EXHIBIT "B"



**Sunoco Logistics**

## **Sunoco Logistics, LP – Rochester Hills to Shelby Pipeline Replacement Project**

### **Key Facts & Information**

**Purpose** – Maintenance project to replace existing pipeline sections with thicker wall pipe to improve safety and reliability of the system, and provide increased safeguards for local residents and business owners

### **General Information:**

- Existing 8-inch pipe to be replaced by new 8-inch pipe with external FBE (Fusion Bonded Epoxy) coating.
- Pipeline ships – LPG (Liquefied Petroleum Gas) products such as ethane as part of the larger Mariner West system.
- Extent of work - Approximately 9-mile section between Rte 59 and 26 Mile Rd, along existing pipeline right of way.
- Area located within Rochester Hills and Rochester City, Oakland County and Shelby Township, Macomb County, MI.
- The new pipeline will be buried at a minimum depth of 3-feet.
- Restoration of land within the pipeline replacement area will include fences, sod, and the repair of other property.

### **Schedule:**

- Project Duration – May thru July 2013
- Typical Work Days / Hours – 7 Days a week, 07:00– 17:00
- Site Duration – Max one week per site (per property) but anticipate much faster. Restoration crew shall follow not more than a week behind.

### **General Pipeline Replacement Approach:**

The pipeline will be replaced along the route following local, state, and federal permitting requirements and regulations along the 9-mile stretch using the following three methods. In all cases, Sunoco Logistics shall take every measure possible to keep work activities limited to the 40-foot right of way as defined by the existing easements with property owners:

#### **Open Trench Method:**

- The centerline of the pipeline shall be located and marked.
- Encroachments within the pipeline right of way shall be evaluated by the Right of Way department or their designees to determine appropriate resolution.
- Installation of safety fence and silt fence shall be initiated defining the work area of the existing pipeline right of way, 40-foot wide typically.
- Other environmental controls shall be installed based upon location and impacts. e.g. rock construction entrances, straw bale run off filtration, storm water inlet filtration / isolation, street sweeping, dust control.
- Construction workers and equipment shall remain within right of way / safety fence corridor only.



- Sunoco Logistics shall take every measure possible to protect each property from damage outside of the work zone.
- Trackhoe shall be the primary method of excavation minimizing land disturbance.
- Pipeline shall be fully excavated. Top soil shall be segregated from normal fill.
- Existing coating shall be removed at cut locations only, bagged and properly disposed of offsite.
- Existing pipe shall be cut into 20' or 40' lengths, as required, and removed from site.
- The thicker wall carbon steel pipe shall be installed by welding 40' joints together on site and lowered into position with minimum 3' of cover to existing grade.
- All welds shall be x-rayed to confirm and document joint integrity, coating installed and trench backfilled.
- Duration shall not exceed one week from excavation to backfill, at each property.
- Restoration crew(s) (Landscaper) shall follow behind the backfill crew to perform final stabilization and seeding and mulching.

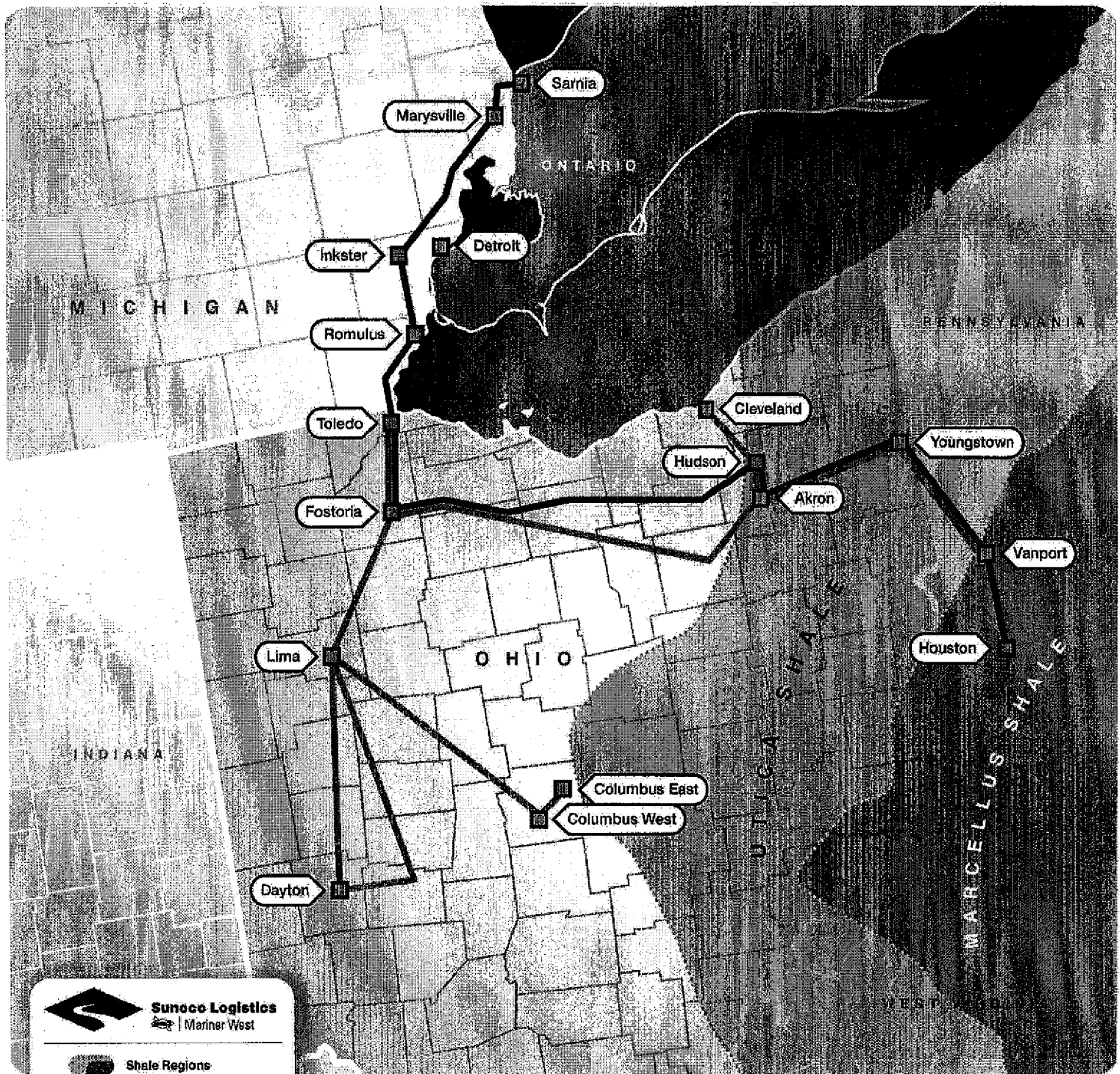
**Small Road Bore Methodology:**

- Safety and silt fence shall be installed. Trenches shall be excavated on either side of the roadway.
- Equipment shall be positioned to pull / push existing pipe out from under the roadway while at the same time pulling new section of pipe directly behind it, replacing pipeline in same location.
- The pipe shall be welded to the adjacent new pipe as required and x-rayed. Trench locations shall be backfilled and stabilized.

**Horizontal Directional Drill (HDD) Bore Methodology:**

- Typical site safety and environmental fencing / preparation as previously listed.
- HDD (Horizontal Directional Drill) equipment shall be set up on one end of the bore section.
- The pipe shall be laid out, welded together, welds x-rayed and weld area coated on the other side of the bore section.
- The bore drill shall be completed until full size pipe hole developed at which time the pipe shall be attached to the drill pipe and pulled back through the drill range until exposed on the bore side and properly tied-in to the adjacent new pipe.
- Trench locations shall be backfilled and stabilized as previously mentioned.

# Mariner West & Allegheny Access Pipeline Projects



- Shale Regions
- Mariner West Pipeline
- Refined Product Pipeline
- Existing SXL Facilities

## Sunoco Logistics

525 Fritztown Road  
 Sinking Spring, Pennsylvania 19608  
 855.430.4491  
[sunoco.logistics.com](http://sunoco.logistics.com)



# EXHIBIT "C"



2013 DEC 16 PM 1:55

307609  
LIBER 46660 PAGE 105  
\$37.00 MISC RECORDING  
\$4.00 REINDEMENTATION  
12/26/2013 12:08:35 P.M. RECEIPT# 169819  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

EA-229

### RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made this 25<sup>th</sup> day of September, 2013, between the **CITY OF ROCHESTER HILLS**, a municipal corporation, having an address of 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (hereinafter referred to as ("Grantor") and **SUNOCO PIPELINE L.P.**, a Texas limited partnership, having an office at 525 Fritztown Road, Sinking Spring, Pennsylvania 19608 (hereinafter referred to as "BUYER").

GRANTOR is the owner of a parcel or tract of land, situated, and being in the City of Rochester Hills, County of Oakland, State of Michigan, 48307 more commonly known as Bloomer Park, Tax ID: 15-13-151-008, defined as the "Premises" therein.

GRANTOR hereby grants and conveys to GRANTEE, its representatives, agents, employees, contractors and subcontractors, the right to enter upon and utilize the Premises, for the purposes set forth below:

To, at GRANTEE's sole cost and expense, utilizing horizontal directional drilling, construct certain pipeline facilities, including, but not limited to, erecting, laying, constructing, maintaining, operating, repairing, inspecting, replacing, changing the size of, protecting, altering, abandoning and removing said facilities, including, but not limited to, fittings, meters, pipes, pipelines, conduits, tie-ins, electrical facilities and electric lines, and any and all other devices, equipment to facilitate the operation, maintenance, repair and use of its pipeline ("Facilities"), below the surface of the ground along, under, through and across said Premises.

GRANTOR and GRANTEE further acknowledge that GRANTEE is currently entitled to maintain its pipeline pursuant to a Permit to Construct and Maintain Pipe Line dated November 9, 1950 granted by the Department of Conservation For the State of Michigan to the Susquehanna Pipe Line Company, a predecessor to the GRANTEE, and that for the consideration of a payment of Fifty Thousand (\$50,000.00) Dollars, GRANTOR will execute an Easement Agreement, or similar document, that will reflect the as-built location of the pipeline to be installed pursuant to this Agreement that will be of equal width as the Permit now in place and contain terms and conditions similar to the existing Permit.

GRANTOR will grant GRANTEE, its agents and contractors, access the Premises for the purpose of conducting these above referenced activities on the Premises during normal business hours, provided GRANTOR receives forty eight (48) hours prior notice. Prior to the start of the above referenced activities, GRANTEE will provide GRANTOR with its scope of work.

GRANTEE shall not interfere with the normal operation of the Premises or impair access to the Premises.

This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and their respective heirs, executors, administrators, successors and assigns.

GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS SELLER, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES,

10P  
R

OK - AN

AGENTS, LESSEES, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES (COLLECTIVELY, "LOSSES") BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PREMISES OR IMPROVEMENTS ARISING FROM OR CAUSED BY THE ACTS AND/OR OMISSIONS OF GRANTEE, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR THE OTHER INDEMNIFIED PARTIES.

GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES FROM AND AGAINST ANY LOSSES ARISING FROM THE IMPOSITION OR RECORDING OF A LIEN BY, THROUGH OR UNDER BUYER FROM AND/OR IN CONNECTION WITH OR RESULTING FROM BUYER'S OPERATIONS ON SELLER'S LANDS, OR THE INCURRING OF COSTS OF REQUIRED REPAIRS, CLEAN UP, OR DETOXIFICATION AND REMOVAL UNDER ANY HAZARDOUS MATERIAL LAW WHICH MAY RESULT FROM GRANTEE'S ACTS OR OMISSIONS ON GRANTOR'S LANDS. GRANTEE IS NEITHER AN AGENT NOR AN EMPLOYEE OF GRANTOR, AND GRANTOR SHALL HAVE NO RESPONSIBILITY TO INSPECT OR OVERSEE GRANTEE'S OPERATIONS NOR TO INDEMNIFY OR CORRECT ANY POTENTIALLY HARMFUL, DANGEROUS OR DAMAGING CONDITIONS.

SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITIES IS ANY CLAIM FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY THE ACTS OR OMISSIONS OF GRANTEE.

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement. GRANTEE confirms and agrees that GRANTOR has been made no promise or agreement by GRANTEE or any agent of GRANTEE that is not expressed or referenced specifically within the Agreement in executing the Agreement, that GRANTOR is not relying upon any statement or representation of GRANTEE or any agent of GRANTEE and that GRANTOR's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the other party against whom such modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

*Exempt from transfer taxes under MCL 207.505(h) and  
207.526(h).*

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed this 25<sup>th</sup> day of September, 2013.

The City of Rochester Hills, a municipal corporation

By: \_\_\_\_\_

Name: Bryan Barnett

Title: Mayor

*Approved by John Staran  
September 24, 2013.*

STATE OF MICHIGAN :  
:SS.

COUNTY OF OAKLAND :

BEFORE ME, the undersigned authority, on this day personally appeared Bryan Barnett, Mayor of the City of Rochester Hills, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25<sup>th</sup> day of September, 2013.

Christine A. Wissbrun  
Notary Public

(Print Name of Notary Public Here)

\_\_\_\_\_, acting in \_\_\_\_\_ Cty., MI

My Commission Expires: \_\_\_\_\_

Christine A. Wissbrun  
Notary Public State of Michigan  
County of Oakland  
My Commission Expires 03/13/2014  
Acting in the county of Oakland

Sunoco Pipeline L.P.

By: Sunoco Logistics Partners Operations GP  
LLC, its general partner

By: Karen R. McMillin

Name: Karen R. McMillin

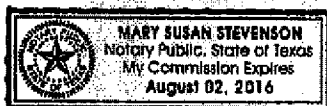
Title: Director, Right of Way

STATE OF Texas

COUNTY OF Fort Bend

On this 27th day of September, 2013, before me, the undersigned officer, personally appeared Karen R. McMillin, who acknowledged herself to be the Director, Right of Way of Sunoco Logistics Partners Operations GP, LLC a Delaware limited liability company, general partner of SUNOCO PIPELINE L.P., a Texas limited partnership, and further acknowledged that she, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company in its capacity as general partner of the limited partnership by herself as such officer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of September, 2013.



Mary Susan Stevenson  
Notary Public  
Mary Susan Stevenson  
(Print Name of Notary Public Here)  
My Commission Expires: August 2, 2016

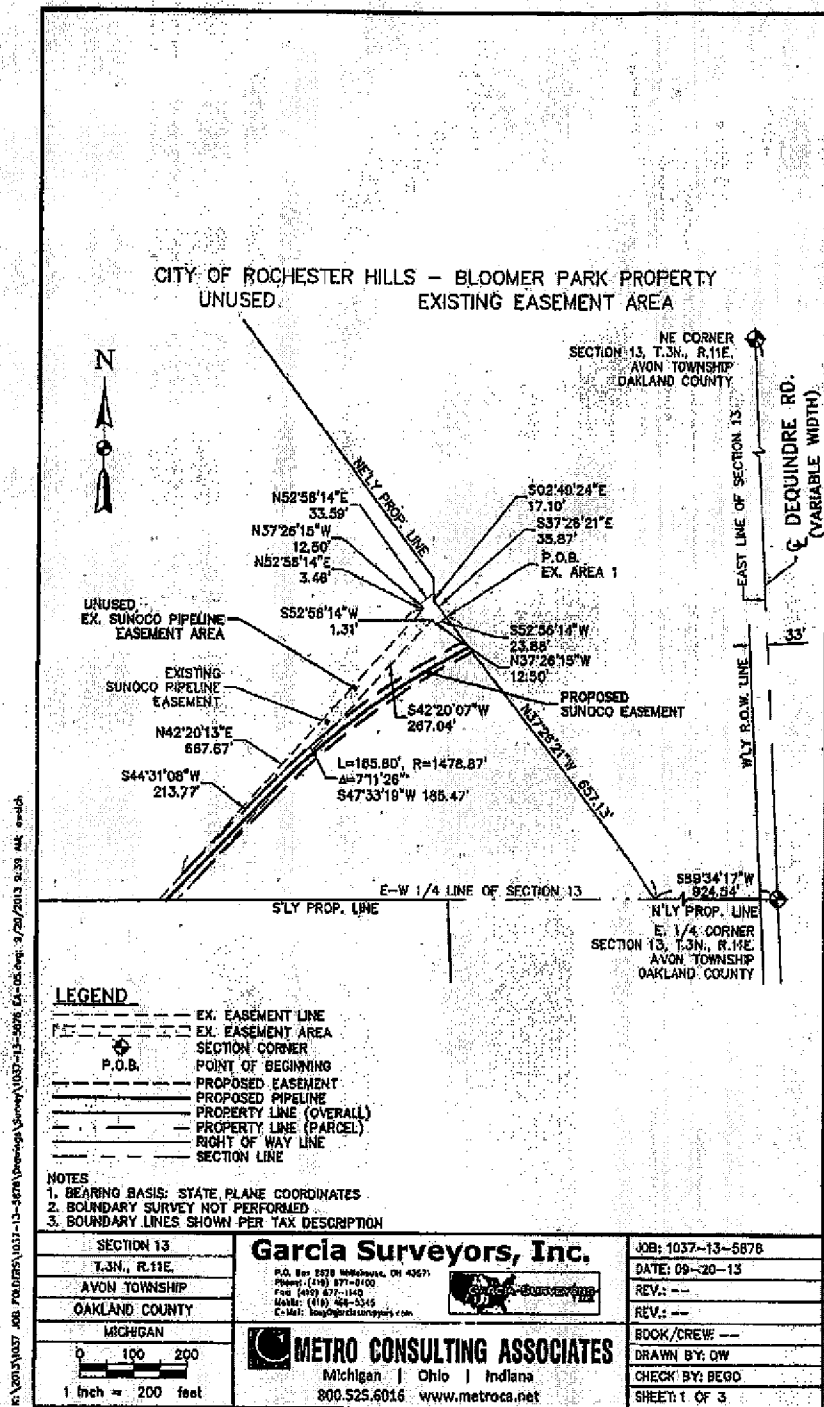
DRAFTED BY AND WHEN RECORDED RETURN TO:

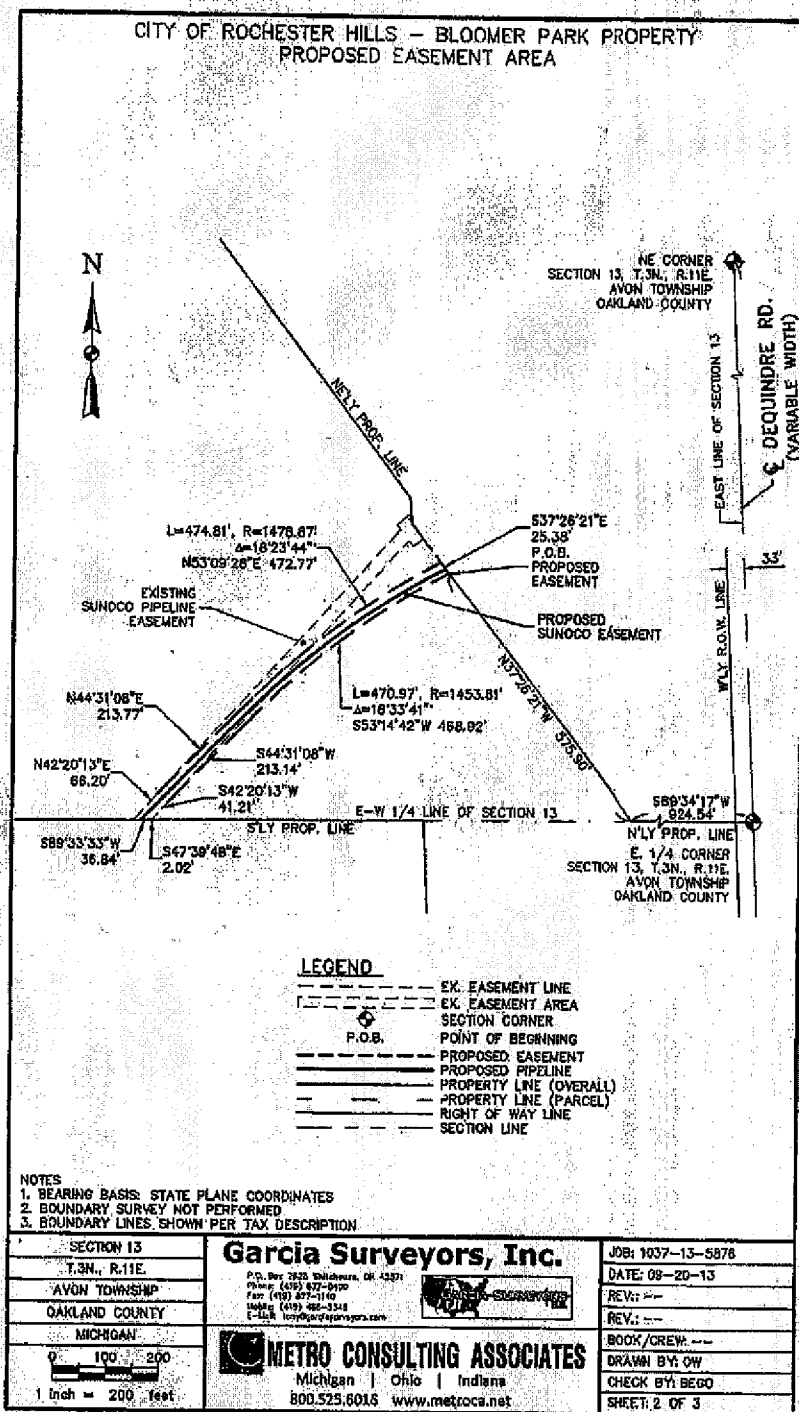
SUNOCO PIPELINE L.P.

ATTN: Right of Way Department

525 Fritztown Road

Sinking Spring, PA 19608





## EXISTING SUNOCO PIPELINE EASEMENT AREA

Commencing at the East 1/4 corner of Section 13, T.3N., R.11E., Avon Township, Oakland County, Michigan; thence S89°34'17"W 924.54 feet along the East-West 1/4 line of said Section 13 and the northerly property line as described; thence N37°28'21"W 575.90 feet along the northeasterly property line as described to the POINT OF BEGINNING; thence S52°38'14"E 23.86 feet; thence N37°28'15"W 12.50 feet; thence S52°36'14"W 1.31 feet; thence S42°20'07"W 287.04 feet; thence 185.60 feet along the arc of a 1478.87 foot radius non-tangential circular curve to the left, having a chord bearing S47°33'19"W 185.47 feet; thence S44°31'08"W 213.77 feet; thence N42°20'13"E 667.67 feet; thence N52°38'14"E 3.46 feet; thence N37°28'15"W 12.50 feet; thence N52°36'14"E 33.69 feet to the said northeasterly property line; thence the following two (2) courses along said northeasterly property line: S02°49'24"E 17.10 feet and S37°28'21"E 35.87 feet to the Point of Beginning. Being a part of the Northeast 1/4 of said Section 13.

## PROPOSED SUNOCO PIPELINE EASEMENT

Commencing at the East 1/4 corner of Section 13, T.3N., R.11E., Avon Township, Oakland County, Michigan; thence S89°34'17"W 924.54 feet along the East-West 1/4 line of said Section 13 and the northerly property line as described; thence N37°28'21"W 575.90 feet along the northeasterly property line as described to the POINT OF BEGINNING; thence 470.97 feet along the arc of a 1453.81 foot radius non-tangential circular curve to the left, having a chord bearing S53°14'42"W 468.92 feet; thence S44°31'08"W 213.14 feet; thence S42°20'13"W 41.21 feet; thence S47°39'48"E 2.02 feet to the southerly property line; thence S89°33'33"W 36.84 feet along said southerly property line; thence N42°20'13"E 66.20 feet; thence N44°31'08"E 213.77 feet; thence 474.81 feet along the arc of a 1478.87 foot radius circular curve to the right, having a chord bearing N53°09'28"E 472.72 feet to the said northeasterly property line; S37°28'21"E 25.38 feet along said northeasterly property line to the Point of Beginning. Being a part of the Northeast 1/4 of said Section 13.

A-15-13-276-003  
A-15-13-151-008

A-15-13-276-003  
A-15-13-276-008

R:\2013\007\_439\_Planets\0037-13-5876\Proposed\Survey\0037-13-5876-51-000.dwg 9/20/2013 2:38:46 pm

SECTION 13	<b>Garcia Surveyors, Inc.</b> P.O. Box 25218, Whitehouse, OH 43081 Phone: (614) 871-0100 Fax: (614) 871-1140 Mobile: (419) 466-8348 E-Mail: <a href="mailto:Survey@garciasurveyors.com">Survey@garciasurveyors.com</a>	JOB: 1037-13-5876
T.3N., R.11E.		DATE: 08-20-13
AVON TOWNSHIP		REV: --
OAKLAND COUNTY		REV: --
MICHIGAN	 <b>METRO CONSULTING ASSOCIATES</b> Michigan   Ohio   Indiana 800.525.6016 <a href="http://www.metroca.net">www.metroca.net</a>	BOOK/DRAW: --
		DRAWN BY: OH
		CHECK BY: BEGO
		SHEET: 3 OF 3

# EXHIBIT "D"



RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2014 APR 29 PM 12:52

20-029

81376  
LIBER 46993 PAGE 744  
\$34.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
04/29/2014 12:57:57 P.M. RECEIPT# 39565  
PAID RECORDED - OAKLAND COUNTY  
LISA BROWN, CLERK/REGISTER OF DEEDS

### PIPELINE RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT made this 8<sup>th</sup> day of April, 2014, by the City of Rochester Hills, a municipal corporation in the State of Michigan, having an address at 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (hereinafter called "Grantor" whether one or more).

For and in consideration of Ten Dollars (\$10.00) and ~~other good and valuable consideration~~, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto SUNOCO PIPELINE L.P., a Texas limited partnership, with an office at 525 Fritztown Road, Sinking Spring, PA 19608, and its successors and assigns (hereinafter collectively called "Grantee"), a permanent non-exclusive twenty-five foot (25') wide right-of-way and easement, ("New Easement Area") along a route as shown and described on Exhibit "A" attached hereto, to construct, install, maintain, operate, repair, inspect, alter, protect, change the size of, relocate, replace in whole or in part, remove and abandon a pipeline or pipelines and other appurtenant facilities including, but not limited to, above-ground markers, test stations and cathodic protection equipment (collectively the "Facilities") for the purpose of transporting oil, oil products, crude petroleum, natural gas, gas liquids, liquefied minerals, mineral solutions or any other liquids, gases or substances, including water, in, over, through, across, under, and along the lands owned by Grantor in the City of Rochester Hills, County of Oakland, State of Michigan, described as follows:

Parcel identification number(s): 15-13-151-008 & 15-13-276-003, being all that particular tract or parcel of land owned by Grantor or to which Grantor may have rights in said tract or parcel of land, being more specifically described in Exhibit "B" attached hereto (the "Property").

Moreover, for the same consideration set forth above, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent non-exclusive twenty-five foot (25') wide right-of-way and easement containing abandoned pipeline, ("Existing Right-of-Way") (collectively, New Easement Area and Existing Right-of-Way shall be referred to herein as the "Right-of-Way") along a route as shown and described on Exhibit "A" attached hereto to allow for the grouting and abandonment in place of a certain existing pipeline all in accordance with applicable State and Federal standards under the Property.

OK - AN

Grantee shall have the right of ingress and egress, entry and access in, to, through, on, over, under and across the Property and any public road or public right-of-way or other easement to which Grantee has a right of access, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Easement. When practical, Grantee and its agents and contractors will provide reasonable notice prior to entry and perform work during normal business hours. In the event Grantee must enter or perform work during times the park is closed, Grantee shall be responsible for securing the park from entry by anyone else.

The Grantor may use the Right-of-Way for any and all purposes not inconsistent with the purposes set forth in this Easement. However, the Grantor may not use any part of the Right-of-Way if such use may damage, destroy, injure, or interfere with Grantee's use of the Right-of-Way for the purpose for which the Right-of-Way is being sought by Grantee. Activities for which the Grantor may not use the Right-of-Way include without limitation the following: (1) construction of any temporary or permanent buildings; (2) drilling or operation of any well; (3) removal of soil or changing the grade or slope; (4) impounding surface water; (5) planting trees or landscaping; (6) installing fences over the Right-of-Way; provided, however, that Grantor may erect a fence perpendicularly with the Right-of-Way with Grantee's prior written approval. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Right-of-Way without the written approval of the Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated by Grantor, at Grantor's sole cost and expense, upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation-, at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not, nor will Grantor permit others to, interfere in any manner with the purposes for which the Right-of-Way is being conveyed.

The Grantee shall have the right, but not the obligation, from time to time to mow the Right-of-Way and to trim, cut down or eliminate trees or shrubbery without further compensation to Grantor and in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the construction, operation and maintenance of Grantee's Facilities and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Right-of-Way which in the sole judgment of the Grantee may endanger or interfere with the efficiency, safety, or convenient operation of the Grantee's Facilities. Grantee will engage in Best Tree Management and Preservation Methods recognizing the park nature of the Right-of-Way when engaged in trimming and removal.

Grantor represents and warrants that those persons signing this Easement are all those necessary to fully transfer and convey the rights set forth in this instrument to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns to warrant and forever defend said rights unto Grantee, its successors and assigns, from and against any person claiming the same or any part thereof.

This Easement may be executed in any number of counterparts, each of which shall be an original of this Easement but all of which, taken together, shall constitute one and the same Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

The terms, conditions and provisions of this Easement are covenants running with the land and shall extend to and be binding upon the heirs, executors and administrators, personal representative, successors and assigns of the parties hereto.

Grantee shall have the right to assign this Easement and its rights and obligations hereunder, in whole or in part, and upon such assignment, any assignee shall be subject to all terms, covenants and conditions contained in this grant in the same manner and to the same extent as the original Grantee herein.

This Easement embodies the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement. This Easement may be modified only by written agreement signed by Grantor and Grantee. The parties agree to take all actions reasonably necessary to implement this Easement. Grantee shall record this Easement in the real property records of the County in which the Property is located.

To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantor and Grantor's officials, employees and volunteers against any and all claims, demands, suits, or loss, including all costs and attorney fees associated therewith, and for any damages which may be asserted claimed or recovered against or from Grantor or Grantor's officials, employees or volunteers or others working on behalf of Grantor by reason of personal injury, bodily injury or death and/or property damage, including loss of use or pollution thereof, which arises out of or is in any way connected or associated with Grantee's construction, installation, maintenance, operation, repair, inspection, alternation, protection, re-sizing, relocation, replacement, removal and/or abandonment of a pipeline or pipelines and other appurtenant facilities on the Property, except for any and all claims, demands, suits, or loss caused by the Grantor or Grantor's officials, employees, or volunteers negligence or willful misconduct.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year aforesaid.

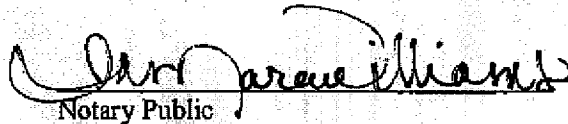
GRANTOR(S): The City of Rochester Hills

By: Bryan Barnett  
Title: Mayor, City of Rochester Hills

STATE OF MICHIGAN  
§  
COUNTY OF OAKLAND

BEFORE ME, the undersigned authority, on this day personally appeared Bryan Barnett, Mayor of the City of Rochester Hills, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8<sup>th</sup> day of April, 2014.

  
Notary Public

TAMARA WILLIAMS  
Print Name

~~OAKLAND~~ County, acting in ~~OAKLAND~~ County, MI  
My Commission Expires: DEC. 7, 2017

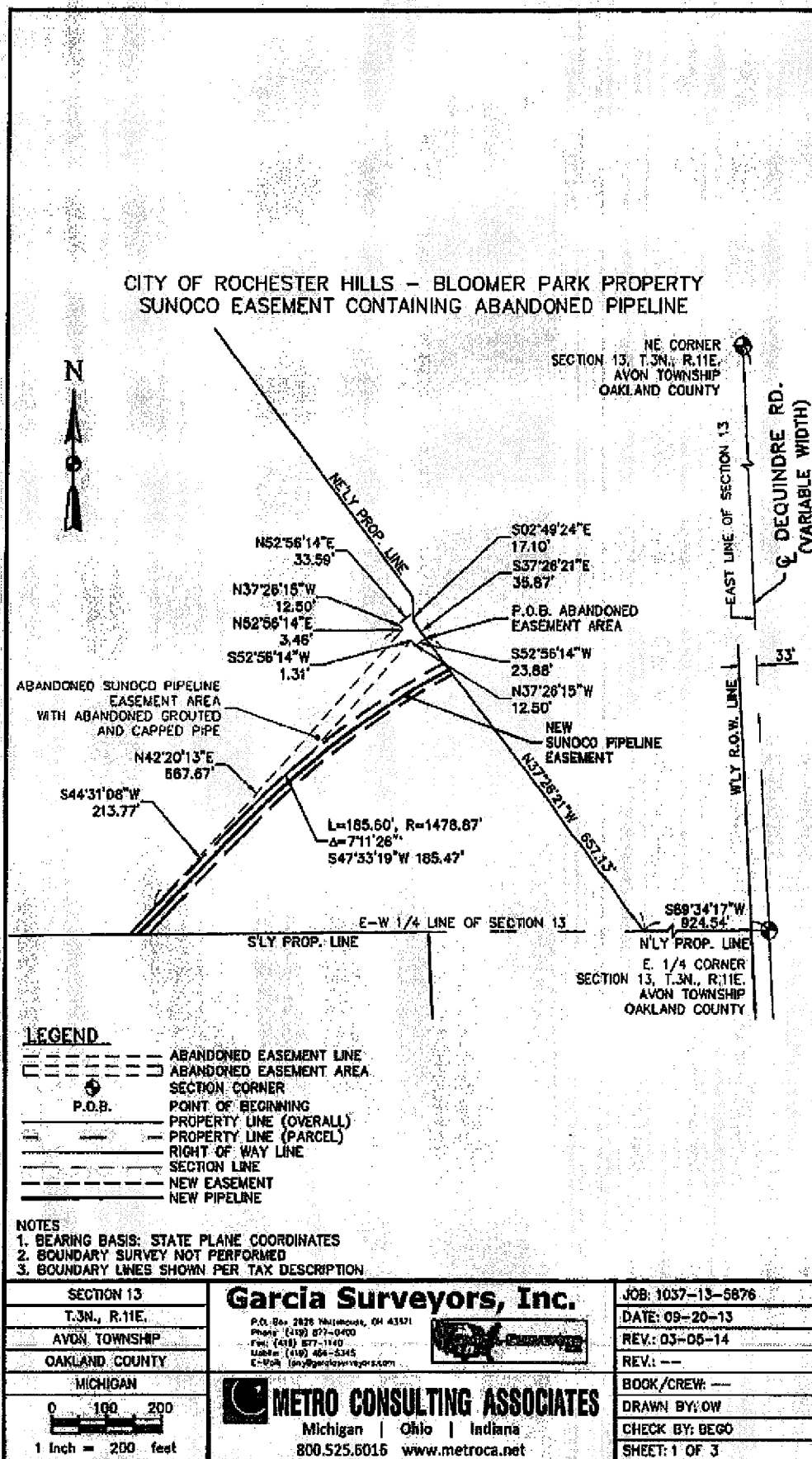
This instrument prepared by  
James E. Franciscus  
and when recorded return to:  
SUNOCO PIPELINE L.P.  
Attn: Right-Of-Way Department  
525 Fritztown Road  
Sinking Spring, PA 19608  
610-670-3200

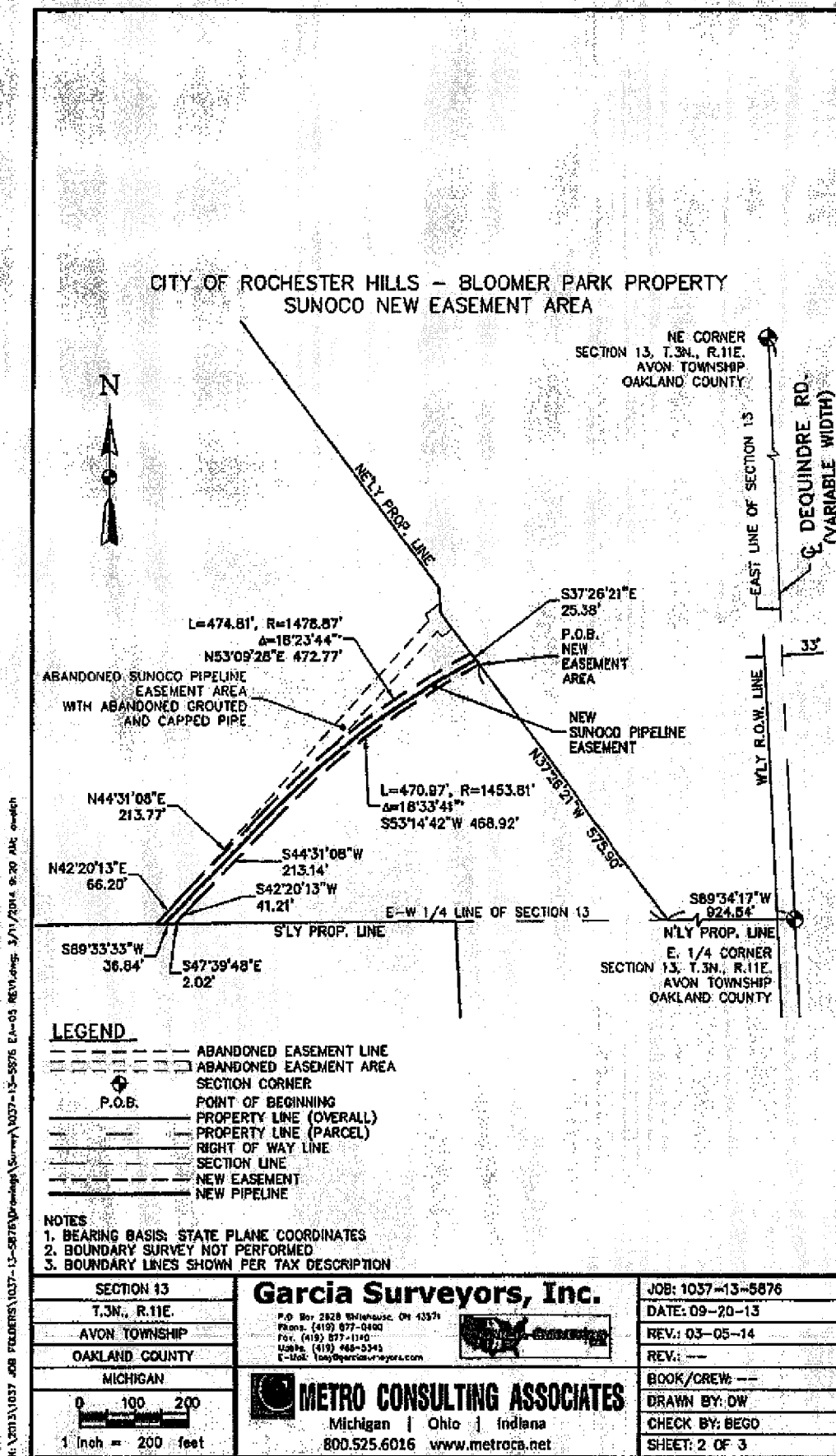
TAMARA WILLIAMS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 7, 2017  
ACTING IN COUNTY OF ~~OAKLAND~~

**EXHIBIT A**

**"Right of Way Plan"**

K:\2013\1037-13-5876\Drawings\Survey\1037-13-5876 EA-05 REV.dwg 3/1/2014 9:20 AM dwh







**ABANDONED SUNOCO PIPELINE EASEMENT AREA**

Commencing at the East  $\frac{1}{4}$  corner of Section 13, T.3N., R.11E., Avon Township, Oakland County, Michigan; thence S89°34'17"W 924.54 feet along the East-West  $\frac{1}{4}$  line of said Section 13 and the northerly property line as described; thence N37°26'21"W 857.13 feet along the northeasterly property line as described to the POINT OF BEGINNING; thence S52°56'14"W 23.88 feet; thence N37°26'15"W 12.50 feet; thence S52°56'14"W 1.31 feet; thence S42°20'07"W 865.32 feet; thence S42°20'13"W 41.21 feet; thence S47°39'48"E 2.02 feet to the southerly property line as described; thence S89°33'33"W 36.84 feet along said southerly property line; thence N42°20'13"E 66.20 feet; thence N42°20'13"E 667.67 feet; thence N52°56'14"E 3.46 feet; thence N37°26'15"W 12.50 feet; thence N52°56'14"E 33.59 feet to the said northeasterly property line; thence the following two (2) courses along said northeasterly property line: S02°49'24"E 17.10 feet and S37°26'21"E 35.87 feet to the Point of Beginning. Being a part of the Northeast  $\frac{1}{4}$  of said Section 13.

PT. 15-13-276-003  
PT. 15-13-151-008

**NEW SUNOCO PIPELINE EASEMENT**

Commencing at the East  $\frac{1}{4}$  corner of Section 13, T.3N., R.11E., Avon Township, Oakland County, Michigan; thence S89°34'17"W 924.54 feet along the East-West  $\frac{1}{4}$  line of said Section 13 and the northerly property line as described; thence N37°26'21"W 576.90 feet along the northeasterly property line as described to the POINT OF BEGINNING; thence 470.97 feet along the arc of a 1453.81 foot radius non-tangential circular curve to the left, having a chord bearing S53°14'42"W 468.92 feet; thence S44°31'08"W 213.14 feet; thence S42°20'13"W 41.21 feet; thence S47°39'48"E 2.02 feet to the southerly property line; thence S89°33'33"W 36.84 feet along said southerly property line; thence N42°20'13"E 66.20 feet; thence N44°31'08"E 213.77 feet; thence 474.81 feet along the arc of a 1478.67 foot radius circular curve to the right, having a chord bearing N53°06'28"E 472.77 feet to the said northeasterly property line; S37°26'21"E 25.38 feet along said northeasterly property line to the Point of Beginning. Being a part of the Northeast  $\frac{1}{4}$  of said Section 13.

PT. 15-13-276-003  
PT. 15-13-151-008

K:\2013\1037 JOB FOLDERS\1037-13-5876\Drawings\Survey\1037-13-5876 EA-05 REV1.dwg 3/5/2014 1:05 PM baskb

<b>SECTION 13</b>	<b>Garcia Surveyors, Inc.</b> P.O. Box 2628 Onitsha, OH 43071 Phone: (419) 527-2160 Fax: (419) 527-8146 Mobile: (419) 469-0345 E-Mail: Tony@garciasurveyors.com	<b>JOB: 1037-13-5876</b>
<b>T.3N., R.11E.</b>		<b>DATE: 09-20-13</b>
<b>AVON TOWNSHIP</b>		<b>REV.: 03-05-14</b>
<b>OAKLAND COUNTY</b>		<b>REV.: --</b>
<b>MICHIGAN</b>		<b>BOOK/CREW: --</b>
	 <b>METRO CONSULTING ASSOCIATES</b> Michigan   Ohio   Indiana 800.525.6016 www.metroca.net	<b>DRAWN BY: OW</b>
		<b>CHECK BY: BEGO</b>
		<b>SHEET: 3 OF 3</b>



## EXHIBIT B

### Legal Description for Property

#### Parcel 1

A parcel of land in the City of Rochester Hills, County of Oakland, State of Michigan, known as tax map parcel 15-13-151-008 located in Section 13, Township 3 North, Range 11 East, more particularly described as follows:

Part of west half (W  $\frac{1}{2}$ ) of Northwest quarter (NW  $\frac{1}{4}$ ) Beginning at point distant South 86° 04' 00" East 45 feet and North 01° 25' 30" East 250.05 feet from West quarter (West  $\frac{1}{4}$ ) corner, thence North 01° 25' 30" East 829.95 feet, thence South 87° 15' 28" East 355 feet, thence North 01° 25' 30" East 250 feet, thence South 87° 15' 28" East 902.90 feet, thence South 01° 40' 00" East 1084.46 feet, thence North 86° 04' 00" West 1275.23 feet to beginning, also that part of East half of Northwest quarter (E  $\frac{1}{2}$  of NW  $\frac{1}{4}$ ) and Northeast quarter (NE  $\frac{1}{4}$ ) lying Southerly of MCRR right-of-way except South 250 feet of West 160 feet, also that part of East half of Southeast quarter (E  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ) lying Southwesterly of MCRR right-of-way and Northerly of centerline of Avon Road.

#### Parcel 2

A parcel of land in the City of Rochester Hills, County of Oakland, State of Michigan, known as tax map parcel 15-13-276-003 located in Township Three (3) North, Range (11) East, Section Thirteen (13) more particularly described as follows:

Railroad right-of-way across the following North half of Northwest quarter, Northwest quarter of the Northeast quarter, South half of the Northeast quarter, Northeast quarter of Southeast quarter (N  $\frac{1}{2}$  of NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , S  $\frac{1}{2}$  of NE  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ).

Being a portion of that property conveyed to the City of Rochester Hills by State of Michigan Department of Natural Resources by Deed dated December 17<sup>th</sup>, 1993 and recorded in Liber 14718 on page 651 in the Office of Register of Deeds in Oakland County, Michigan.



## Rochester Hills

1000 Rochester Hills Dr  
Rochester Hills, MI 48309  
(248) 858-4600  
Home Page:  
[www.rochesterhills.org](http://www.rochesterhills.org)

### Certified Copy

Easement: RES0091-2014

File Number: 2014-0138

Enactment Number: RES0091-2014

Request to Approve a Pipeline Right-of-Way Easement to Sunoco Pipeline L.P. through Bloomer Park

*Resolved*, that the Rochester Hills City Council hereby Approves a Pipeline Right-of-Way Easement to Sunoco Pipeline L.P. through Bloomer Park.


I, Tina Barton, City Clerk, certify that this is a true copy of RES0091-2014 passed at the Rochester Hills City Council Regular Meeting held on 4/7/2014 by the following vote:

Moved by Mark A. Tisdell, Seconded by Michael Webber

Aye: Hooper, Tisdell, Webber and Wiggins

Nay: Morita

Absent: Brown and Kochenderfer

  
Tina Barton, City Clerk

April 28, 2014

Date Certified

# **EXHIBIT "E"**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***DON'T DRILL THE HILLS, INC.***

***ID NUMBER: 71548R***

***received by facsimile transmission on April 23, 2014 is hereby endorsed.***

***Filed on April 24, 2014 by the Administrator.***

***This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***Sent by Facsimile Transmission***

***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 24th day  
of April, 2014.***

***Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau***

CSCL/CD-502 (Rev. 01/14)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Timothy J. Lozen

Address

511 Fort Street, Suite 402

City

State

ZIP Code

Port Huron, MI 48060

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF INCORPORATION**
**For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

Don't Drill the Hills, Inc.

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

Taking actions to oppose oil and gas drilling and leasing in and/or by the City of Rochester Hills and related actions.

**ARTICLE III**

1. The corporation is organized upon a Nonstock basis.  
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

\_\_\_\_\_. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
None

b. The description and value of its personal property assets are: (if none, insert "none")  
None

c. The corporation is to be financed under the following general plan:  
Contributions by supporters of the corporation

d. The corporation is organized on a Directorship basis.  
(Membership or Directorship)

1. The name of the resident agent at the registered office is:

Timothy J. Lozen

2. The address of its registered office in Michigan is:

511 Fort Street, Suite 402 Port Huron, Michigan 48060  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

, Michigan   
(Street Address or PO Box) (City) (ZIP Code)

[illegible]

Received for Filing Oakland County Clerk 2014 AUG 22 PM 12:31

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

## ARTICLE VI

No member of the board of directors of the corporation who is a volunteer director, as that term is defined in the Act, or a volunteer officer shall be personally liable to this corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty; provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

1. a breach of the director's or officer's duty of loyalty to the corporation;
2. acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
3. a violation of section 551(1) of the Act;
4. a transaction from which the director or officer derived an improper personal benefit
5. an act or omission occurring before the filing of these articles of incorporation; or
6. an act or omission that is grossly negligent.

If the Act is amended after the filing of these articles of incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, the liability of members of the board of directors or officers, in addition to that described in Article VI, shall be eliminated or limited to the fullest extent permitted by the Act as so amended. No amendment or repeal of Article VI shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of this corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

## ARTICLE VII

The corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

1. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.
2. The volunteer was acting in good faith.
3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
4. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, 1956 PA 218, MCL 500.135.

These Articles of Incorporation are signed by the incorporator on April \_\_\_\_\_, 2014,

I, (We), the incorporator(s) sign my (our) name(s) this 22nd day of April, 2014

*Tamara J. Loren*

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

DON'T DRILL THE HILLS, INC.,  
a Michigan nonprofit corporation,

Plaintiff,

Case No. 14-140827-CH

v.

HON. JAMES M. ALEXANDER

CITY OF ROCHESTER HILLS,  
a Michigan municipal corporation,  
JORDAN DEVELOPMENT COMPANY,  
LLC, a Michigan limited liability company;  
and SUNOCO PIPELINE, L.P., a Texas  
limited partnership,

Defendants.

Timothy J. Lozen (P37683)  
Matthew C. Lozen (73062)  
LOZEN, LOVAR & LOZEN, P.C.  
Attorneys for Plaintiff  
511 Fort Street, Suite 402  
Port Huron, MI 48060  
(810) 987-3970

John D. Staran (P35649)  
P. Daniel Christ (P45080)  
HAFELI STARAN & CHRIST, PC  
Attorneys for City of Rochester Hills  
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(248) 731-3080

Michael A. Cox (P43039)  
Dan V. Artaev (P74495)  
THE MIKE COX LAW FIRM, PLLC  
Attorneys for Jordan Development  
17430 Laurel Park Drive North, #120-E  
Livonia, MI 48152  
(734) 591-4002

Arthur J. LeVasseur (P29394)  
Troy C. Otto (P67448)  
FISCHER, FRANKLIN & FORD  
Attorneys for Sunoco Pipeline, L.P.  
500 Griswold Street, Ste. 3500  
Detroit, MI 48226-3808  
(313) 962-5210

**CERTIFICATE OF SERVICE**

It is hereby certified that on August 22, 2014, Defendant Sunoco Pipeline, L.P.'s Motion for Summary Disposition, Brief in Support, Notice of Hearing and this Certificate of Service were electronically filed with the Clerk of the Court using the Odyssey system which will send notification of such filing to: TIMOTHY J. LOZEN, MATTHEW C. LOZEN, MICHAEL A. COX, DAN V. ARTAEV, JOHN D. STARAN and P. DANIEL CHRIST.

/s/Troy C. Otto (P67448)  
FISCHER, FRANKLIN & FORD  
500 Griswold Street, Ste. 3500  
Detroit, MI 48226-3808  
(313) 962-5210