



**General Services
Department**
PARKS AND RECREATION
DIVISION

General Services Department
115 Erskine
Detroit, Michigan 48201

Phone 313•224•1100
Fax 313•224•1860
www.detroitmi.gov

July 18, 2023

Honorable City Council:

Re: Authorization to grant DTE Electric Company a non-exclusive overhead and underground easement at 2231 Michigan Ave (Roosevelt Park).

The General Services Department- Parks Division is requesting authorization from your Honorable Body to grant DTE Electric Company overhead and underground easement in, on, and across a part of the "Right of Way Area" at 2231 Michigan Ave, Detroit, MI, Parcel ID #10000229 (Roosevelt Park).

We respectfully request your authorization to grant DTE Electric Company a non-exclusive overhead and underground easement at 2231 Michigan Ave, with a waiver of reconsideration.

Sincerely,

Crystal Perkins

Crystal Perkins

Director

General Services Department



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Detroit, Michigan 48201

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Council Member _____

Whereas, the General Services Department is requesting authorization to grant DTE Electric Company a non-exclusive overhead and underground easement in, on, and across a part of the “Right of Way Area” at the property located at 2231 Michigan Ave (Roosevelt Park).

Resolved, the General Services Department is authorized to grant DTE Electric Company a non-exclusive overhead and underground easement at the property located at 2231 Michigan Ave, Detroit, MI (Roosevelt Park).

DTE Electric Company Overhead and Underground Easement Agreement 64339192-64339204

On _____, 2023, for good and valuable consideration, Grantor grants to Grantee a non-exclusive underground easement ("Right-of-Way") in, on, and across a part of Grantor's Land referred to herein as the "Right-of-Way Area," upon the terms and conditions set forth herein.

"Grantor" is: City of Detroit, a Michigan public body corporate,
Whose address is 2 Woodward Avenue Detroit, Michigan 48226.

"Grantee" is: DTE Electric Company, a Michigan corporation,
One Energy Plaza, Detroit, Michigan 48226.

"Grantor's Land" is in the City of Detroit, County of Wayne, and State of Michigan, and is described on Exhibit "A" Attached hereto and made a part hereof.

Tax Identification Number(s): 10000229
More commonly known as: 2231 Michigan Avenue, Detroit, MI

The "Right-of-Way Area" is a twelve foot (12') wide strip of land on part of Grantor's Land. The centerline of the Right-of-Way Area shall be established in the as-built location of the centerline of Grantee's Facilities and shall be installed on Grantor's Land in the approximate location described or shown on Exhibit "B" attached hereto and made a part hereof.

- Purpose:** Grantor is the fee simple owner of the Grantor's Land and has requested that Grantee provide power to the Grantor's Land. The purpose of this Right-of-Way is to permit the construction, reconstruction, modification, addition to, repair, replacement, inspection, operation, and maintenance of underground utility facilities to service Grantor's land which may consist of underground vaults, pipelines, poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers, and accessories (collectively, the "Grantee's Facilities") in the Right-of-Way Area.
- Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right-of-Way Area over and across Grantor's Land.
- Buildings or other Permanent Structures:** Except for those improvements which exist as of the date of this Right of Way, no buildings or other permanent structures or improvements may be constructed or placed in the Right-of-Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement other than the now existing or subsequently approved improvements and that materially interferes with the safe and reliable operation, maintenance, and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
- Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right-of-Way Area may proceed.
- Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches, and roots growing or that could grow or fall in the Right-of-Way Area and except for now existing or subsequently approved improvements, remove any ancillary structures, improvements, fences, or landscaping in the Right-of-Way Area that would interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements, or fences may be planted, grown, or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.
- Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles, or equipment damage Grantor's Land while entering or upon Grantor's Land for the purposes stated in this Right-of-Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall

consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right-of-Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

- 7. **Term:** This Right-of-Way shall be binding upon the Grantor and Grantee, and their respective successors and assigns, unless terminated in accordance with Section 8 below.
- 8. **Termination:** This Right-of-Way is terminable by the Grantor only after Grantee's Facilities are no longer used for the provision of electrical power to Grantor's Land. Grantor shall pay for all actual, reasonable costs incurred by Grantee to remove the Grantee's Facilities.
- 9. **Relocation:** Upon written request of the Grantor, Grantee shall relocate all or a portion of Grantee's Facilities to another portion of the Grantor's Land, so long as: (a) the Grantor provides Grantee with an acceptable replacement Right-of-Way Area on Grantor's Land to install new Grantee's Facilities, (b) the Grantor agrees to an amendment to this Right-of-Way to identify and incorporate the modified Right-of-Way Area; and (c) the Grantor pays for all actual, reasonable costs incurred by Grantee to relocated the Grantee's Facilities and document same in the amendment to this Right-of-Way.
- 10. **Recording:** This Right-of-Way may be recorded by Grantee or Grantor in the Register of Deeds for Wayne County, Michigan.
- 11. **Exemptions:** Exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).
- 12. **Governing Law:** This Right-of-Way shall be governed by the laws of the State of Michigan.

Grantor:
CITY OF DETROIT, a Michigan public body corporate

Name: _____
Title: _____

Acknowledged before me in Wayne County, Michigan, on _____, 2023, by _____, the _____ of the City of Detroit, a Michigan public body corporate.

Sign: _____
Print: _____
Acting in _____ County, Michigan

<p>Approved as to form:</p> <p>_____ Corporation Counsel, City of Detroit</p>	<p>Approved by the Detroit City Council on: _____</p>
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Drafted by:
Al Ayoub, DTE Electric Company
Planning, Design & Engineering
12000 Dixie, Redford Twp. MI 48240

Exhibit A

S MICHIGAN ALL THAT PT OF P GODFROY LAFONTAINE & STATION FARMS LYG S OF MICHIGAN AVE & ROSE ST N OF DALZELLE ST & ESPLANADE W OF FOURTEENTH AVE & E OF 16TH & 17TH ST EXC MICHIGAN AS WD 10/117

Parcel ID: 10000229

More commonly known as: 2231 Michigan Ave, Detroit, Michigan

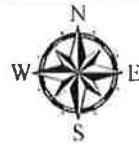
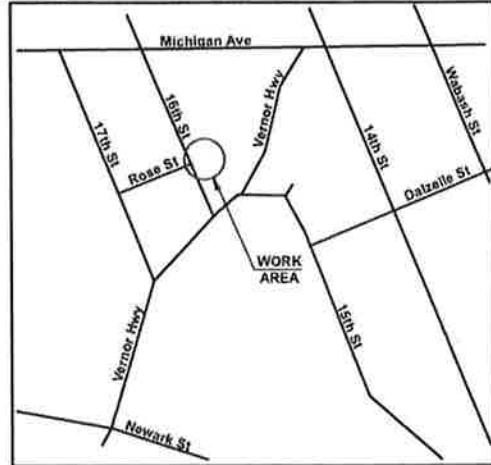
Exhibit "B"
Right-of-Way Area

DTE

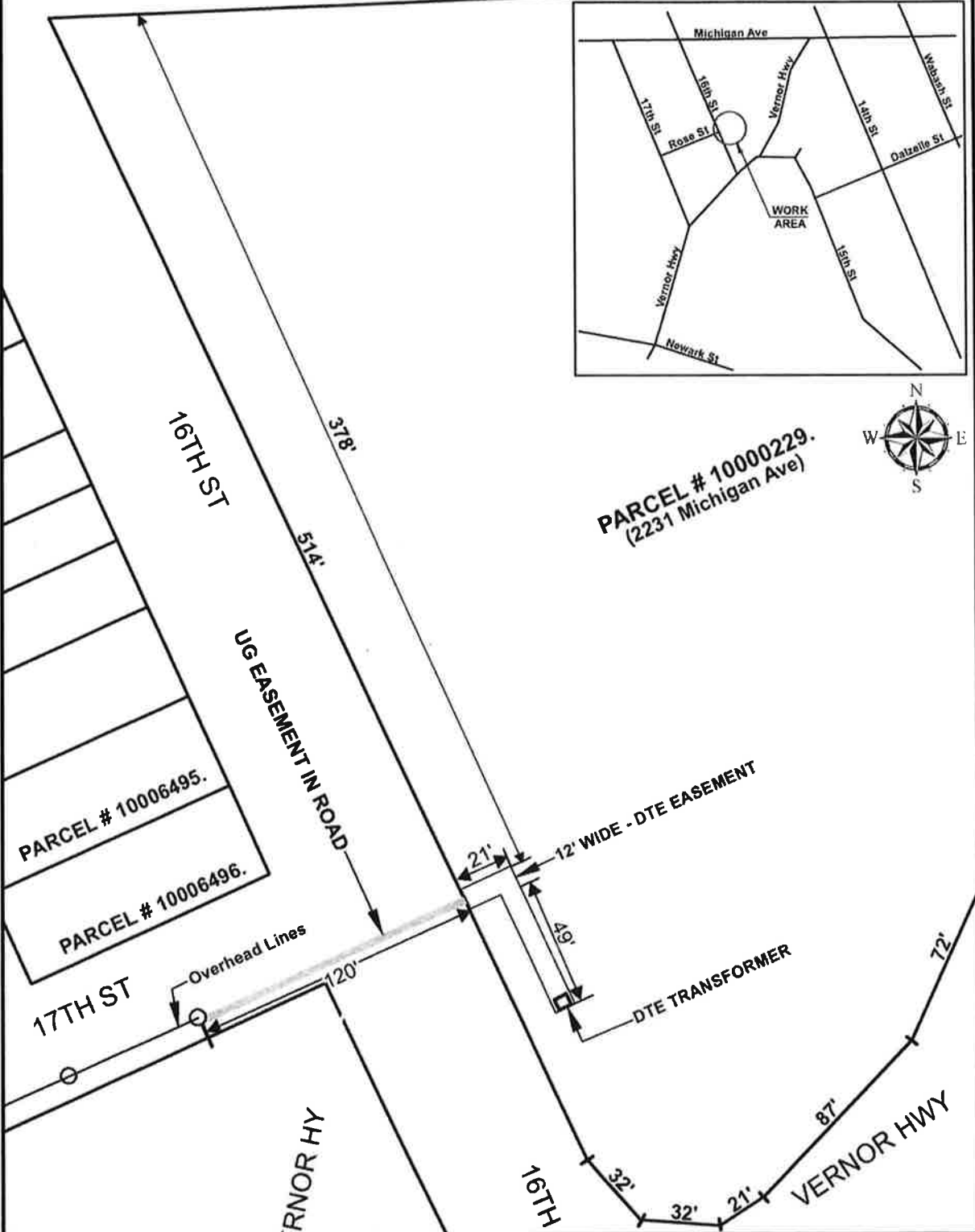
SRW TASK # 64339204

MICHIGAN AVE

S MICHIGAN ALL THAT PT OF P GODFROY LAFONTAINE & STATION FARMS LYG S OF MICHIGAN AVE & ROSE ST N OF DALZELLE ST & ESPLANADE W OF FOURTEENTH AVE & E OF 16TH & 17TH ST EXC MICHIGAN AS WD 10/117



PARCEL # 10000229.
(2231 Michigan Ave)



Work Order # 64339192	Work Order Description	GIS-DSN 64339202	SRW 64339204	RSD	PH	PLC		
Service Center TBY	Circuit #1 DC 1235 KENT	Circuit #2	COB COS	CUJ 64339215	CUK 64339214	CUS 64339216		
Worksite City DETROIT	Worksite Twp.	Washtenaw County WAYNE		SCMAI 64339212				
Town	Range	Section	Q#	Planner Name DARIEN EWELL - 313.236.4775	CUE Request # 1246872	Version 1	Plot Date 5/22/2023	Scale 50' = 1"