



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

115 ERSKINE ST.
DETROIT, MICHIGAN 48201
PHONE 313 • 224-1100
FAX 313 • 628-1915

May 20, 2024

Honorable City Council:

RE: Authorization to grant DTE Electric Company a non-exclusive underground gas easement at 2781 E Larned also known as Vollington Bristol Park.

The General Services Department is requesting authorization from your Honorable Body to grant DTE Electric Company an underground gas easement in, on and across a portion of the "Right of Way Area" at 2781 E Larned, Parcel ID 11000154-74 also known as Vollington Bristol Park.

The area of easement is specifically noted on the attached mapping. The purpose for this DTE request is to create a new 37' underground gas connection from the existing public utility easement running through the park to the adjacent apartment complex.

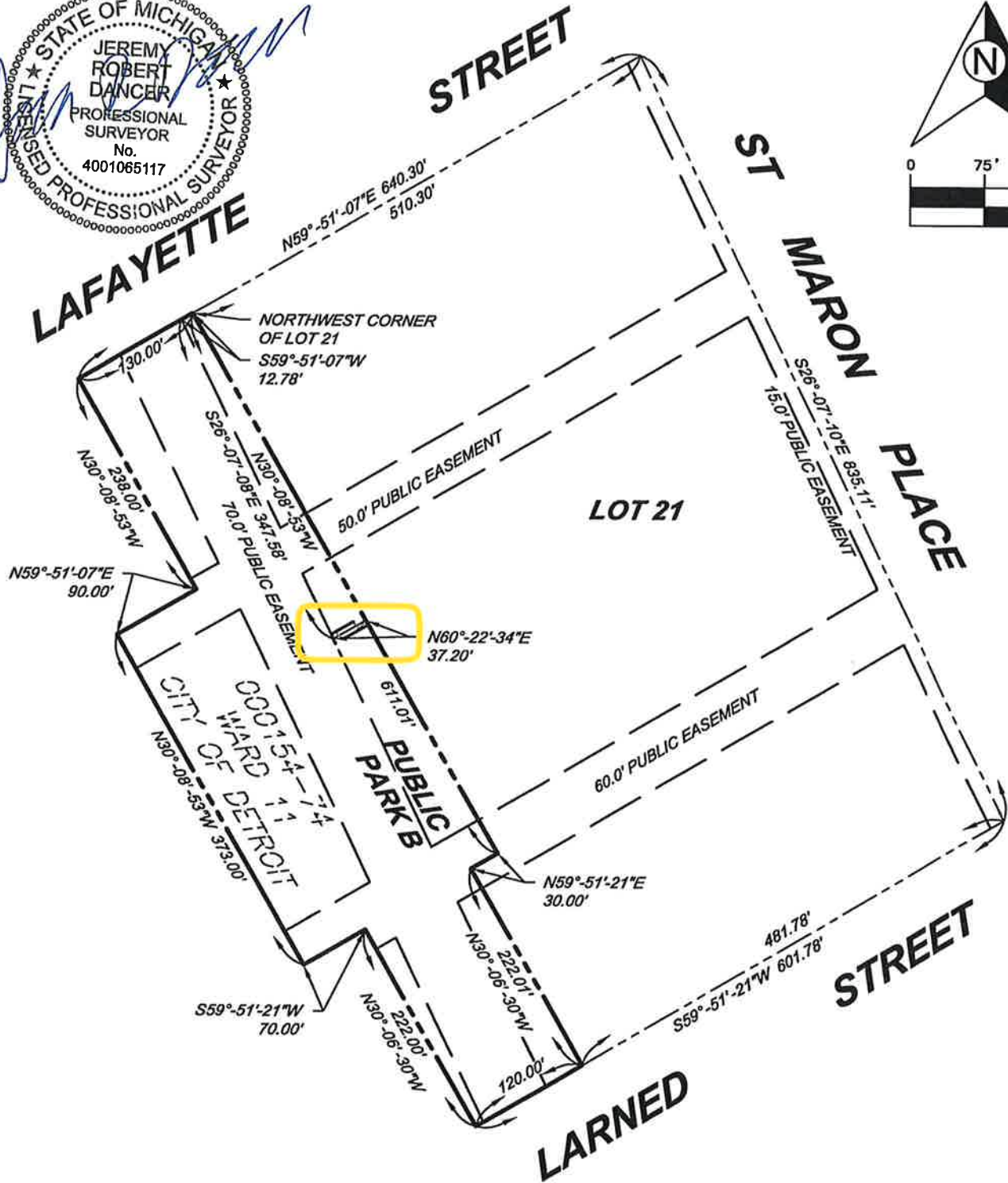
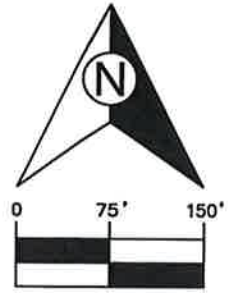
We respectfully request your authorization for this underground easement request with a Waiver of Reconsideration.

Sincerely,

A handwritten signature in cursive script that reads "Crystal Perkins". The signature is written in black ink and is positioned above the printed name and title.

Crystal Perkins
Director, General Services Department

EXHIBIT A



BEARINGS ARE REFERENCED TO THE PLAT OF ELMWOOD PARK URBAN RENEWAL PLAT NO. 2 RECORDED IN LIBER 92 OF PLATS PAGES 77-82

FIELD:	
DRAWN: CDS	
CHECKED: JRD	
DATE: 12-11-2023	
REVISION:	
REVISION DATE:	
SHEET: 1 OF 3	
SCALE: 1" = 150'	
VENDOR JOB NO.: 131626	

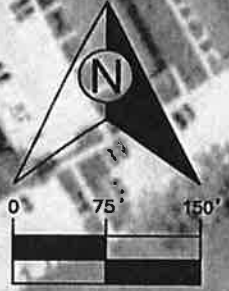
DTE
 DTE Gas Company
 Land & Survey Department



DRAWING TITLE
Utility Easement Exhibit
Elmwood Park Lot 21

SECTION: PC	CITY: DETROIT
TOWN:	TOWNSHIP:
RANGE:	COUNTY: WAYNE
DRAWING FILE NAME: A-29307	
DTE PROJECT NUMBER:	

EXHIBIT A



LAFAYETTE STREET

ST MARON PLACE

LARNED STREET



BEARINGS ARE REFERENCED TO THE PLAT OF ELMWOOD PARK URBAN RENEWAL PLAT NO. 2 RECORDED IN LIBER 92 OF PLATS PAGES 77-82

FIELD:	
DRAWN: CDS	
CHECKED: JRD	
DATE: 12-11-2023	
REVISION:	
REVISION DATE:	
SHEET: 2 OF 3	
SCALE: 1" = 150'	
VENDOR JOB NO.: 131626	

DTE
 DTE Gas Company
 Land & Survey Department



DRAWING TITLE
Utility Easement Exhibit
Elmwood Park Lot 21

SECTION: PC	CITY: DETROIT
TOWN:	TOWNSHIP:
RANGE:	COUNTY: WAYNE
DRAWING FILE NAME: A-29307	
DTE PROJECT NUMBER: .	

EXHIBIT A

Parent Parcel Description: (Mid American Title Company File No. 52357 RW-EP1-LL)
 Land situated in the City of Detroit, County of Wayne, and State of Michigan, described as:

Parcel 2:



Lot B of Elmwood Park Urban Renewal Plat No. 2, according to the recorded plat thereof, as recorded in Liber 92 of Plats, Pages 77 through 82, inclusive, Wayne County Records.

Proposed Easement Description:

A 10.0 foot wide strip of land in Lot 21 and Public Park B of "Elmwood Park Urban Renewal Plat No. 2", according to the plat recorded thereof in Liber 92 of Plats, Pages 77 through 82 of Wayne County Records, the sidelines of said strip of land being 5.0 feet, measured at right angles, each side of the following described centerline: To fix the point of beginning, commence at the Northwest corner of said Lot 21; thence S.59°-51'-07"W., on the South line of Lafayette Street (so-called) right-of-way, 12.78 feet to the East line of a 70.0 foot wide public easement; thence S.26°-07'-08"E., on said East easement line, 347.58 feet to the point of beginning of said centerline description; thence N.60°-22'-34"E., 37.20 feet and there end, the sidelines of said strip of land to be extended or shortened so as to meet at their respective intersections.



BEARINGS ARE REFERENCED TO THE PLAT OF ELMWOOD PARK URBAN RENEWAL PLAT NO. 2 RECORDED IN LIBER 92 OF PLATS PAGES 77-82

FIELD:	 DTE Gas Company Land & Survey Department	DRAWING TITLE	
DRAWN: CDS		Utility Easement Exhibit Elmwood Park Lot 21	
CHECKED: JRD		SECTION: PC	CITY: DETROIT
DATE: 12-11-2023		TOWN:	TOWNSHIP:
REVISION:		RANGE:	COUNTY: WAYNE
REVISION DATE:		DRAWING FILE NAME: A-29307	
SHEET: 3 OF 3		DTE PROJECT NUMBER: .	
SCALE: 1" = 150'			
VENDOR JOB NO.: 131626			

DTE Gas Company Underground Easement Agreement (2781 E Larned Street)

On _____, 2024, 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, Ste 808
Detroit, Michigan 48226.

"Grantee" is: DTE Gas Company, a Michigan corporation,
One Energy Way, 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): **11000154-74**
More commonly known as: **2781 E Larned St, Detroit, MI**

The "Right-of-Way Area" is a 15' 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 "A" attached hereto and made a part hereof.

1. **Purpose:** Grantor is the fee simple owner of 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 which may consist of pipelines, pipes, and accessories (collectively, the "Grantee's Facilities") in the Right-of-Way Area, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted..
2. **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.
3. **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.
4. **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.
5. **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. 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.
6. **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. With the exception of now existing or subsequently approved improvements 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 transmission and/or distribution of natural gas. Grantee shall pay for all actual costs for removal or decommissioning in place of all of Grantee's Facilities upon termination of this Right-of-Way.
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 and reasonable time for such relocation, (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. **Indemnity:** Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Grant.
11. **Recording:** This Right-of-Way may be recorded by Grantee or Grantor in the Register of Deeds for Wayne County, Michigan.
12. **Exemptions:** Exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).
13. **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 _____, 2024, by _____, the _____ of the City of Detroit, a Michigan public body corporate.

Sign: _____

Print: _____

Acting in _____ County, Michigan

Approved as to form: _____ Corporation Counsel, City of Detroit	Approved by the Detroit City Council on: _____
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Drafted by: