



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

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

11/4/2024

RE: Request for Authorization of a DTE Gas Company gas pipeline easement in Lafayette – St Aubin Park

Honorable City Council:

The General Services Department (“GSD”) on behalf of DTE Gas Company (“DTE”) is requesting authorization from your Honorable Body to grant DTE permission to secure a 10’ gas pipeline easement and a temporary 30’ workspace easement within Lafayette – St Aubin Park located in District 5 at 2101 E Larned Detroit, MI 48207, Parcel ID 09000300-40

The areas of easement and Law approved agreement are located in the attached Exhibits.

The GSD on behalf of the DTE respectfully requests your authorization of this request with a Waiver of Reconsideration.

Sincerely,

A handwritten signature in blue ink that reads "Crystal Perkins". The signature is fluid and cursive, with a large loop at the end.

Crystal Perkins
Director, General Services Department



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

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

RESOLUTION

COUNCIL MEMBER _____

WHEREAS the General Services Department on behalf of DTE Gas Company (“DTE”) is requesting authorization from your Honorable Body for a 10’ gas pipeline easement and a temporary 30’ workspace easement in, on and across a portion of 2101 E Larned Detroit, MI 48207, Parcel ID 09000300-40 also known as Lafayette – St Aubin Park, and

WHEREAS the easements will accommodate a new gas pipeline.

THEREFORE, BE IT:

RESOLVED, the Detroit City Council authorizes to DTE Gas Company a 10’ gas pipeline easement and a temporary 30’ workspace easement at Lafayette – St Aubin Park at 2101 E Larned Detroit, MI 48207 to enable improved utility service.

NOTES:

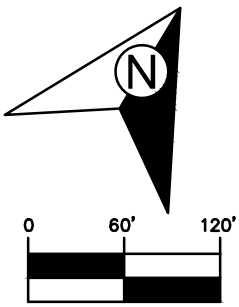
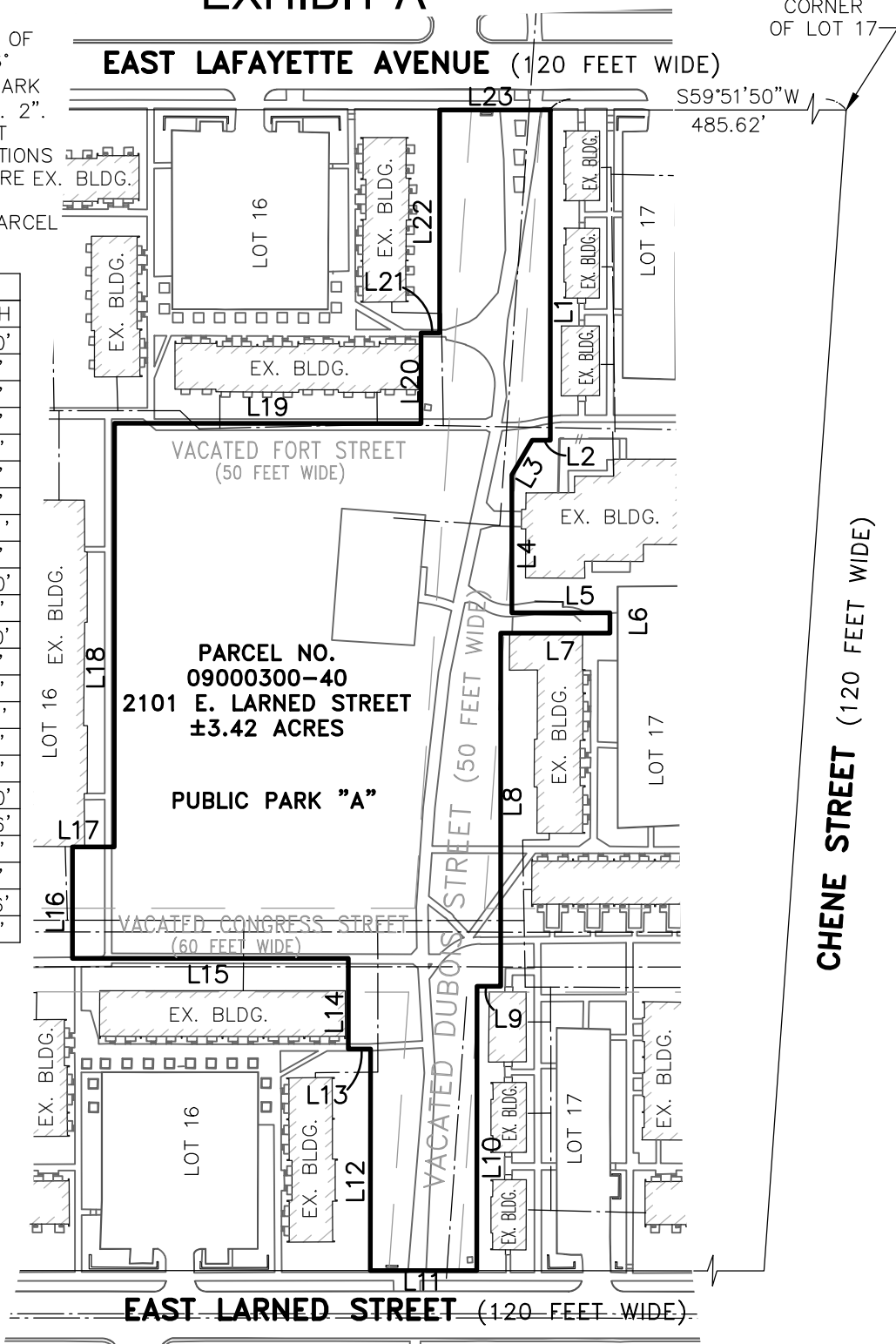
1. BEARINGS ARE BASED ON THE SOUTHWESTERLY LINE OF CHENE STREET, BEING S26°07'10"E, PER "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2".
2. A TITLE SEARCH WAS NOT PERFORMED. TAX DESCRIPTIONS AND COVENANT DEEDS WERE EX. BLDG. PROVIDED BY THE CLIENT.
3. SEE SHEET 4 FOR THE PARCEL LEGAL DESCRIPTION.

EXHIBIT A

NORTHERLY CORNER OF LOT 17

EAST LAFAYETTE AVENUE (120 FEET WIDE)

PARCEL LINE TABLE		
LINE	BEARING	LENGTH
L1	S30°08'10"E	237.00'
L2	S59°51'21"W	13.00'
L3	S00°00'59"W	28.14'
L4	S30°08'10"E	99.18'
L5	N59°51'21"E	70.46'
L6	S30°08'10"E	14.59'
L7	S59°51'21"W	78.41'
L8	S30°08'10"E	253.41'
L9	S59°51'21"W	17.00'
L10	S30°08'10"E	204.00'
L11	S59°51'21"W	76.42'
L12	N30°08'10"W	159.00'
L13	S59°51'50"W	15.89'
L14	N30°08'10"W	65.00'
L15	S59°51'50"W	198.11'
L16	N30°08'10"W	80.00'
L17	N59°51'50"E	30.00'
L18	N30°08'10"W	304.00'
L19	N59°51'50"E	220.06'
L20	N30°08'10"W	65.00'
L21	N59°51'50"E	13.33'
L22	N30°08'10"W	160.06'
L23	N59°51'50"E	79.42'



LEGEND

- EX. GAS PIPELINE
- ⓐ EX. GAS METER

FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 8-28-2024
REVISION: 1
REVISION DATE: 9-20-2024
SHEET: 1 OF 4
SCALE: 1" = 120'
VENDOR JOB NO.: 23-274

DTE
DTE Gas Company
Land & Survey Department

GREENTECH
ENGINEERING, INC.



CIVIL ENGINEERS & LAND SURVEYORS
51147 W. Pontiac Trail, Wixom, MI 48393
P: (248) 668-0700 F: (248) 668-0701

DRAWING TITLE	
GAS PIPELINE EASEMENT	
PIN# 09000300-40	
P.C. 14/91	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: FORT STREET	

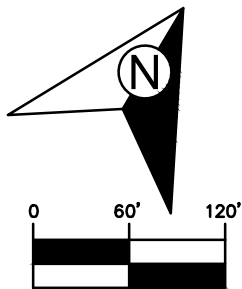
NOTES:

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY LINE OF CHENE STREET, BEING S26°07'10"E, PER "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2".
2. A TITLE SEARCH WAS NOT PERFORMED. TAX DESCRIPTIONS AND COVENANT DEEDS WERE EX. BLDG. PROVIDED.
3. SEE SHEET 4 FOR THE EASEMENT DESCRIPTIONS.

LEGEND

-  PROPOSED 10' WIDE GAS PIPELINE EASEMENT
-  PROPOSED 30' WIDE TEMPORARY WORKSPACE EASEMENT
- P-** CENTERLINE OF PROPOSED GAS PIPELINE EASEMENT

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°50'17"W	51.01'
L2	S63°58'21"W	19.09'
L3	N26°06'42"W	12.32'
L4	N26°06'42"W	10.00'
L5	S63°53'18"W	23.63'
L6	S26°06'42"E	169.83'
L7	N63°53'18"E	13.14'
L8	S26°06'42"E	10.38'
L9	S24°20'05"E	121.79'
L10	S26°11'25"E	38.89'
L11	S30°43'22"E	29.70'
L12	N59°16'38"E	48.88'
L13	S59°34'51"W	258.55'



LEGEND

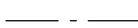

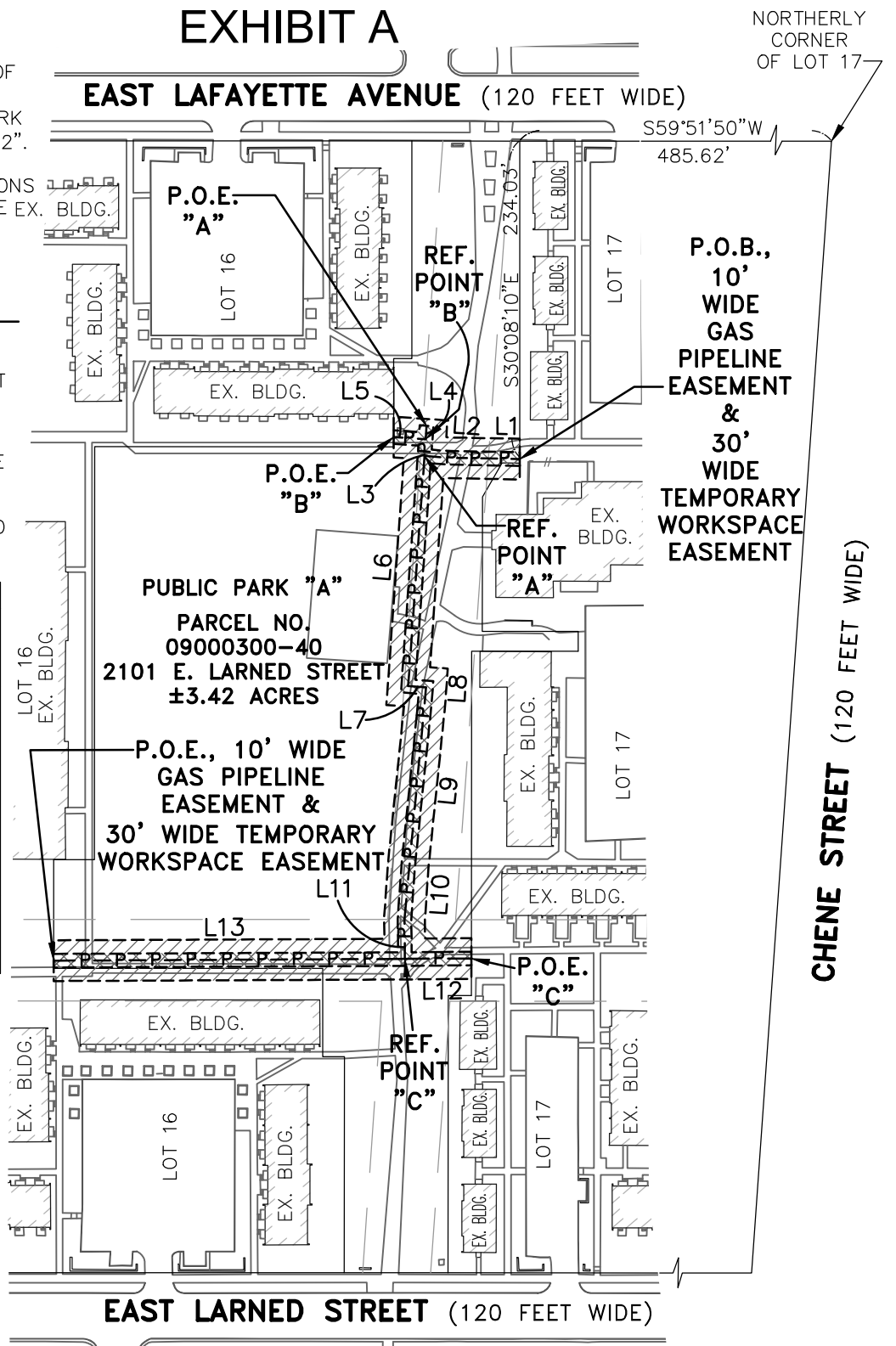
-  EX. GAS PIPELINE
-  EX. GAS METER

EXHIBIT A



FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 8-28-2024
REVISION: 1
REVISION DATE: 9-20-2024
SHEET: 2 OF 4
SCALE: 1" = 120'
VENDOR JOB NO.: 23-274

DTE
DTE Gas Company
Land & Survey Department

GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS
51147 W. Pontiac Trail, Wixom, MI 48393
P: (248) 668-0700 F: (248) 668-0701

DRAWING TITLE GAS PIPELINE EASEMENT PIN# 09000300-40	
P.C. 14/91	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: FORT STREET	

NOTES:

1. BEARINGS ARE BASED ON THE SOUTHWESTERLY LINE OF CHENE STREET, BEING S26° 07'10"E, PER "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2".
2. A TITLE SEARCH WAS NOT PERFORMED. TAX DESCRIPTIONS AND COVENANT DEEDS WERE EX. PROVIDED.
3. SEE SHEET 4 FOR THE EASEMENT DESCRIPTIONS.

LEGEND



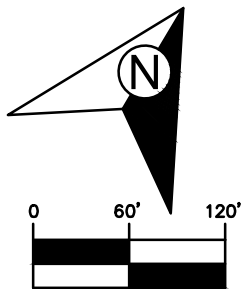
PROPOSED 10' WIDE GAS PIPELINE EASEMENT



PROPOSED 30' WIDE TEMPORARY WORKSPACE EASEMENT



CENTERLINE OF PROPOSED GAS PIPELINE EASEMENT

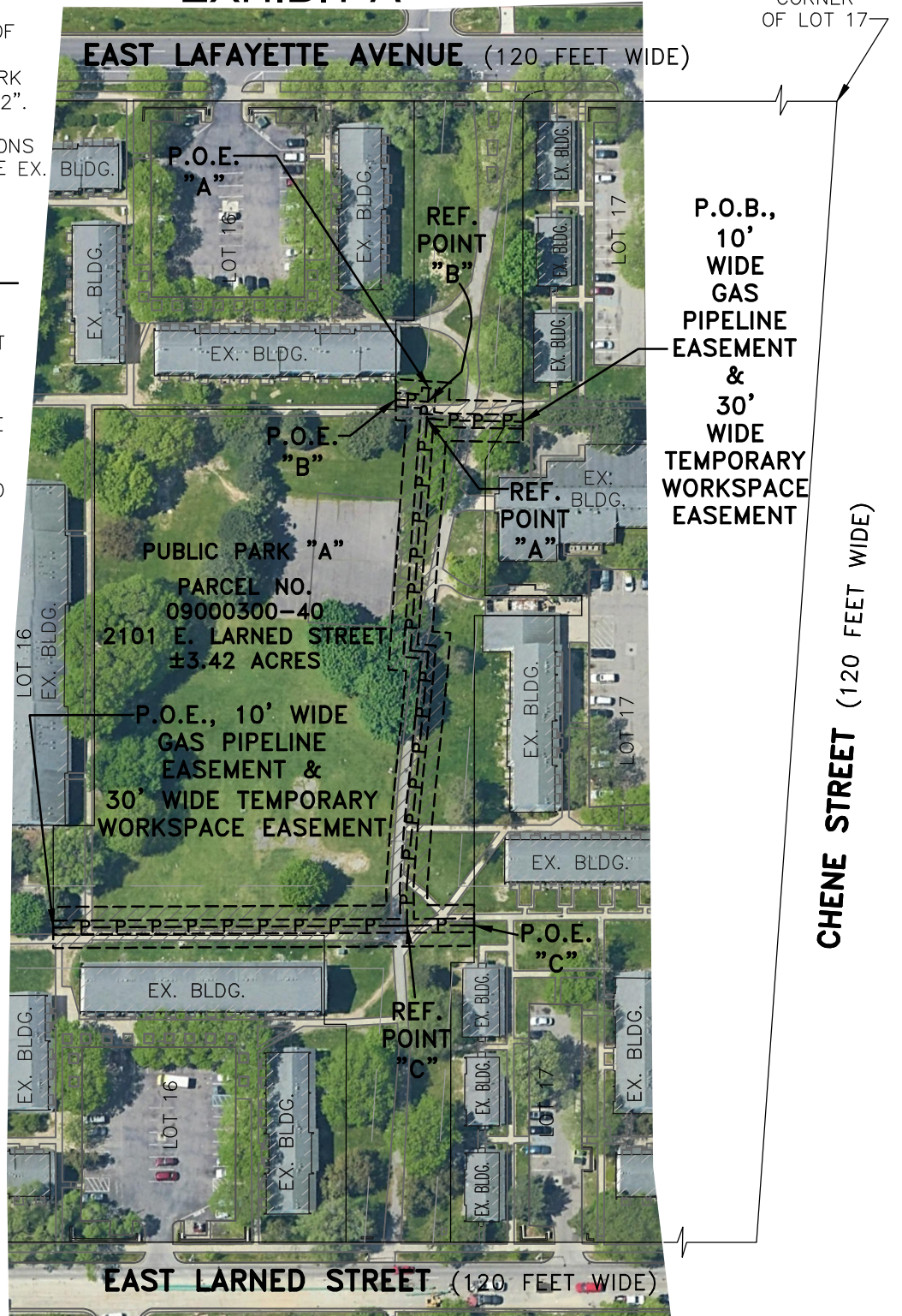


LEGEND

--- EX. GAS PIPELINE

ⓐ EX. GAS METER

EXHIBIT A



FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 8-28-2024
REVISION: 1
REVISION DATE: 9-20-2024
SHEET: 3 OF 4
SCALE: 1" = 120'
VENDOR JOB NO.: 23-274

DTE
DTE Gas Company
Land & Survey Department

GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS
51147 W. Pontiac Trail, Wixom, MI 48393
P: (248) 668-0700 F: (248) 668-0701

DRAWING TITLE GAS PIPELINE EASEMENT PIN# 09000300-40	
P.C. 14/91	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: FORT STREET	

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL NO. 09000300-40 (PER WAYNE COUNTY ASSESSING):

LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, AND STATE OF MICHIGAN, DESCRIBED AS:

PUBLIC PARK "A", OF "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2", AS RECORDED IN LIBER 92 OF PLATS, PAGES 77 THROUGH 82, INCLUSIVE OF PLATS, WAYNE COUNTY RECORDS.

PROPOSED 10' WIDE GAS PIPELINE EASEMENT:

A 10 FOOT WIDE EASEMENT, LYING 5 FEET ON EITHER SIDE OF A LINE, BEING IN PRIVATE CLAIMS 14 AND 91, TOWN 2 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, SAID LINE BEING DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S59°51'50"W 485.62 FEET ALONG THE NORTHERLY LINE OF LOT 17 OF "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2", AS RECORDED IN LIBER 92 OF PLATS, PAGE 77, WAYNE COUNTY RECORDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF EAST LAFAYETTE AVENUE, 120 FEET WIDE, AND S30°08'10"E 234.03 FEET ALONG THE WESTERLY LINE OF SAID LOT 17, FROM THE NORTHERLY CORNER OF SAID LOT 17; THENCE S60°50'17"W 51.01 FEET; THENCE S63°58'21"W 19.09 FEET TO **REFERENCE POINT "A"**; THENCE N26°06'42"W 12.32 FEET TO **REFERENCE POINT "B"**; THENCE N26°06'42"W 10.00 FEET TO THE **POINT OF ENDING "A"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "B"**; THENCE S63°53'18"W 23.63 FEET TO THE **POINT OF ENDING "B"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "A"**; THENCE S26°06'42"E 169.83 FEET; THENCE N63°53'18"E 13.14 FEET; THENCE S26°06'42"E 10.38 FEET; THENCE S24°20'05"E 121.79 FEET; THENCE S26°11'25"E 38.89 FEET; THENCE S30°43'22"E 29.70 FEET TO **REFERENCE POINT "C"**; THENCE N59°16'38"E 48.88 FEET TO THE **POINT OF ENDING "C"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "C"**; THENCE S59°34'51"W 258.55 FEET TO THE EASTERLY LINE OF LOT 16 OF SAID "ELMWOOD PARK RENEWAL PLAT NO. 2" AND TO THE **POINT OF ENDING**.



THE INTENT OF THIS DESCRIPTION IS TO PROVIDE A 10 FOOT WIDE PERMANENT EASEMENT OVER A PROPOSED GAS PIPELINE WITHIN THE SUBJECT PARCEL, BEGINNING ON THE NORTHEASTERLY PROPERTY LINE OF THE SUBJECT PARCEL (ALSO THE SOUTHWESTERLY PROPERTY LINE OF LOT 17), AND TERMINATING AT 3 DIFFERENT LOCATIONS ON THE NORTHEASTERLY PROPERTY LINE (ALSO THE SOUTHWESTERLY PROPERTY LINE OF LOT 17) AND SOUTHWESTERLY PROPERTY LINES (ALSO THE NORTHEASTERLY PROPERTY LINE OF LOT 16). SAID EASEMENT HAS A CENTERLINE LENGTH OF 807.21 FEET, AND CONTAINS 7,922 SQUARE FEET OF LAND, MORE OR LESS.

PROPOSED 30' WIDE TEMPORARY WORKSPACE EASEMENT:

A 30 FOOT WIDE EASEMENT, LYING 15 FEET ON EITHER SIDE OF A LINE, BEING IN PRIVATE CLAIMS 14 AND 91, TOWN 2 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, SAID LINE BEING DESCRIBED AS:

BEGINNING AT A POINT, BEING DISTANT S59°51'50"W 485.62 FEET ALONG THE NORTHERLY LINE OF LOT 17 OF "ELMWOOD PARK URBAN RENEWAL PLAT NO. 2", AS RECORDED IN LIBER 92 OF PLATS, PAGE 77, WAYNE COUNTY RECORDS, SAID LINE ALSO BEING THE SOUTHERLY LINE OF EAST LAFAYETTE AVENUE, 120 FEET WIDE, AND S30°08'10"E 234.03 FEET ALONG THE WESTERLY LINE OF SAID LOT 17, FROM THE NORTHERLY CORNER OF SAID LOT 17; THENCE S60°50'17"W 51.01 FEET; THENCE S63°58'21"W 19.09 FEET TO **REFERENCE POINT "A"**; THENCE N26°06'42"W 12.32 FEET TO **REFERENCE POINT "B"**; THENCE N26°06'42"W 10.00 FEET TO THE **POINT OF ENDING "A"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "B"**; THENCE S63°53'18"W 23.63 FEET TO THE **POINT OF ENDING "B"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "A"**; THENCE S26°06'42"E 169.83 FEET; THENCE N63°53'18"E 13.14 FEET; THENCE S26°06'42"E 10.38 FEET; THENCE S24°20'05"E 121.79 FEET; THENCE S26°11'25"E 38.89 FEET; THENCE S30°43'22"E 29.70 FEET TO **REFERENCE POINT "C"**; THENCE N59°16'38"E 48.88 FEET TO THE **POINT OF ENDING "C"**. **ALSO, BEGINNING** AT SAID **REFERENCE POINT "C"**; THENCE S59°34'51"W 258.55 FEET TO THE EASTERLY LINE OF LOT 16 OF SAID "ELMWOOD PARK RENEWAL PLAT NO. 2" AND TO THE **POINT OF ENDING**.

THE INTENT OF THIS DESCRIPTION IS TO PROVIDE A 30 FOOT WIDE TEMPORARY WORKSPACE EASEMENT OVER A PROPOSED GAS PIPELINE WITHIN THE SUBJECT PARCEL, BEGINNING ON THE NORTHEASTERLY PROPERTY LINE OF THE SUBJECT PARCEL (ALSO THE SOUTHWESTERLY PROPERTY LINE OF LOT 17), AND TERMINATING AT 3 DIFFERENT LOCATIONS ON THE NORTHEASTERLY PROPERTY LINE (ALSO THE SOUTHWESTERLY PROPERTY LINE OF LOT 17) AND SOUTHWESTERLY PROPERTY LINES (ALSO THE NORTHEASTERLY PROPERTY LINE OF LOT 16). SAID EASEMENT HAS A CENTERLINE LENGTH OF 807.21 FEET, AND CONTAINS 23,016 SQUARE FEET OF LAND, MORE OR LESS.

FIELD: RG	 DTE DTE Gas Company Land & Survey Department	DRAWING TITLE	
DRAWN: PWK		GAS PIPELINE EASEMENT	
CHECKED: JPP	 GREENTECH ENGINEERING, INC.	PIN# 09000300-40	
DATE: 8-28-2024		P.C. 14/91	CITY: DETROIT
REVISION: 1	CIVIL ENGINEERS & LAND SURVEYORS 51147 W. Pontiac Trail, Wixom, MI 48393 P:(248) 668-0700 F:(248) 668-0701	TOWN: 2 S.	TOWNSHIP: --
REVISION DATE: 9-20-2024		RANGE: 12 E.	COUNTY: WAYNE
SHEET: 4 OF 4		DRAWING FILE NAME: GAS PIPELINE EASEMENT	
SCALE: NO SCALE		DTE PROJECT NUMBER: FORT STREET	
VENDOR JOB NO.: 23-274			

DTE Gas Company Underground Easement Agreement (6301 West Jefferson 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): **09000300-40**
More commonly known as: **2101 E. Larned, 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

<p>Approved as to form:</p> <p>_____ Corporation Counsel, City of Detroit</p>	<p>Approved by the Detroit City Council on: _____</p>
--	---

Drafted by: