



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

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

The Honorable Detroit City Council
2 Woodward Avenue
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

March 25, 2025

RE: Request for Authorization of New Gas Easement along Antietam Street in District 5

Honorable City Council:


The General Services Department (“GSD”) on behalf of DTE Gas Company (“DTE”) is requesting authorization from your Honorable Body to grant a new underground gas easement and temporary workspace at a greenbelt on Antietam Street located in District 5 at 1585 Antietam Detroit, MI 48207, Parcel ID 07000720-27

DTE indicates the need for a new 10’ underground easement and temporary 30’ workspace to support new gas pipeline infrastructure.

The area of easement / workspace and authorized agreement are Exhibits for review.

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

Sincerely,


Crystal Perkins
Director, General Services Department



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

115 ERSKINE ST.
DETROIT, MICHIGAN 48201
PHONE 313 • 224-1100
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RESOLUTION

COUNCIL MEMBER _____

WHEREAS the General Services Department on behalf of DTE Gas Company (“DTE”) is requesting authorization from your Honorable Body to create a new 10’ underground gas easement in, on and across a portion a greenbelt located at 1585 Antietam St. Detroit MI 48207, Parcel ID 07000720-27, and

WHEREAS the new 10’ underground easement and a temporary 30’ workspace will support new gas pipeline infrastructure.

THEREFORE, BE IT:

RESOLVED, the Detroit City Council authorizes DTE to create a new 10’ underground gas easement and 30’ temporary workspace located in District 5 at 1585 Antietam St. Detroit, MI 48207 with a Waiver of Reconsideration.

##

DTE Gas Company Underground Easement Agreement (1585 Antietam Street)

On _____, 2025, 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): Ward 07, 000720-27
More commonly known as: 1585 Antietam Street, Detroit, MI

The "Right-of-Way Area" is a 10' 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.

- 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..
- 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. 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. 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: _____

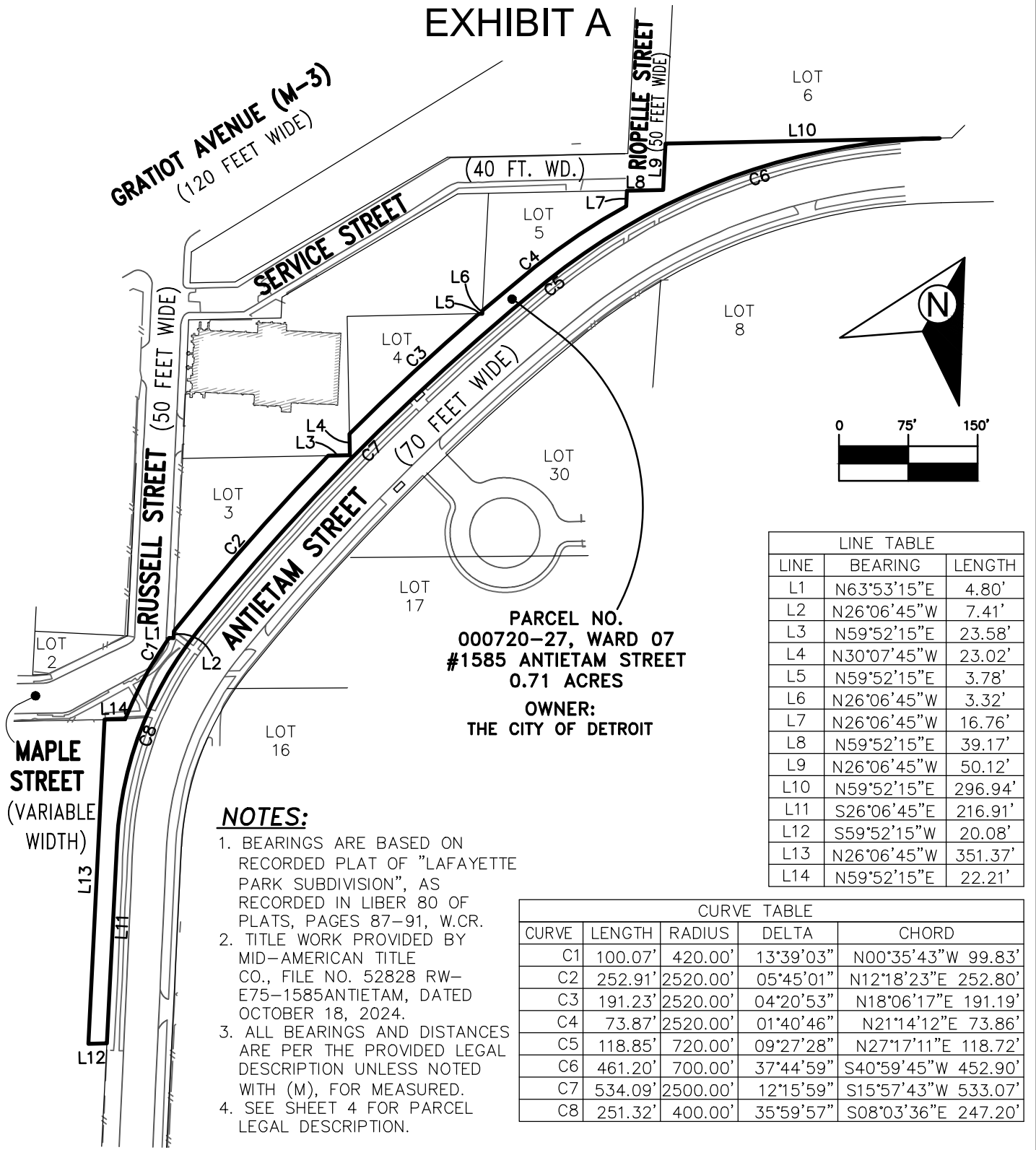
Acknowledged before me in Wayne County, Michigan, on _____, 2025, by _____, the _____ of the City of Detroit, a Michigan public body corporate.

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

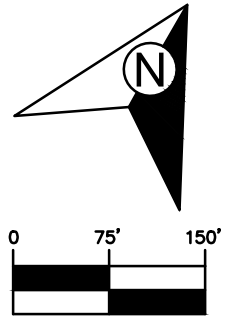
<p>Approved as to form:</p> <p>_____ Corporation Counsel, City of Detroit</p>	<p>Approved by the Detroit City Council on: _____</p>
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Drafted by:

EXHIBIT A



PARCEL NO.
000720-27, WARD 07
#1585 ANTIETAM STREET
0.71 ACRES
OWNER:
THE CITY OF DETROIT



LINE TABLE		
LINE	BEARING	LENGTH
L1	N63°53'15"E	4.80'
L2	N26°06'45"W	7.41'
L3	N59°52'15"E	23.58'
L4	N30°07'45"W	23.02'
L5	N59°52'15"E	3.78'
L6	N26°06'45"W	3.32'
L7	N26°06'45"W	16.76'
L8	N59°52'15"E	39.17'
L9	N26°06'45"W	50.12'
L10	N59°52'15"E	296.94'
L11	S26°06'45"E	216.91'
L12	S59°52'15"W	20.08'
L13	N26°06'45"W	351.37'
L14	N59°52'15"E	22.21'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	100.07'	420.00'	13°39'03"	N00°35'43"W 99.83'
C2	252.91'	2520.00'	05°45'01"	N12°18'23"E 252.80'
C3	191.23'	2520.00'	04°20'53"	N18°06'17"E 191.19'
C4	73.87'	2520.00'	01°40'46"	N21°14'12"E 73.86'
C5	118.85'	720.00'	09°27'28"	N27°17'11"E 118.72'
C6	461.20'	700.00'	37°44'59"	S40°59'45"W 452.90'
C7	534.09'	2500.00'	12°15'59"	S15°57'43"W 533.07'
C8	251.32'	400.00'	35°59'57"	S08°03'36"E 247.20'

NOTES:

1. BEARINGS ARE BASED ON RECORDED PLAT OF "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80 OF PLATS, PAGES 87-91, W.CR.
2. TITLE WORK PROVIDED BY MID-AMERICAN TITLE CO., FILE NO. 52828 RW-E75-1585ANTIETAM, DATED OCTOBER 18, 2024.
3. ALL BEARINGS AND DISTANCES ARE PER THE PROVIDED LEGAL DESCRIPTION UNLESS NOTED WITH (M), FOR MEASURED.
4. SEE SHEET 4 FOR PARCEL LEGAL DESCRIPTION.

FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 2-19-2025
REVISION:
REVISION DATE:
SHEET: 1 OF 4
SCALE: 1" = 150'
VENDOR JOB NO.: 23-379.07

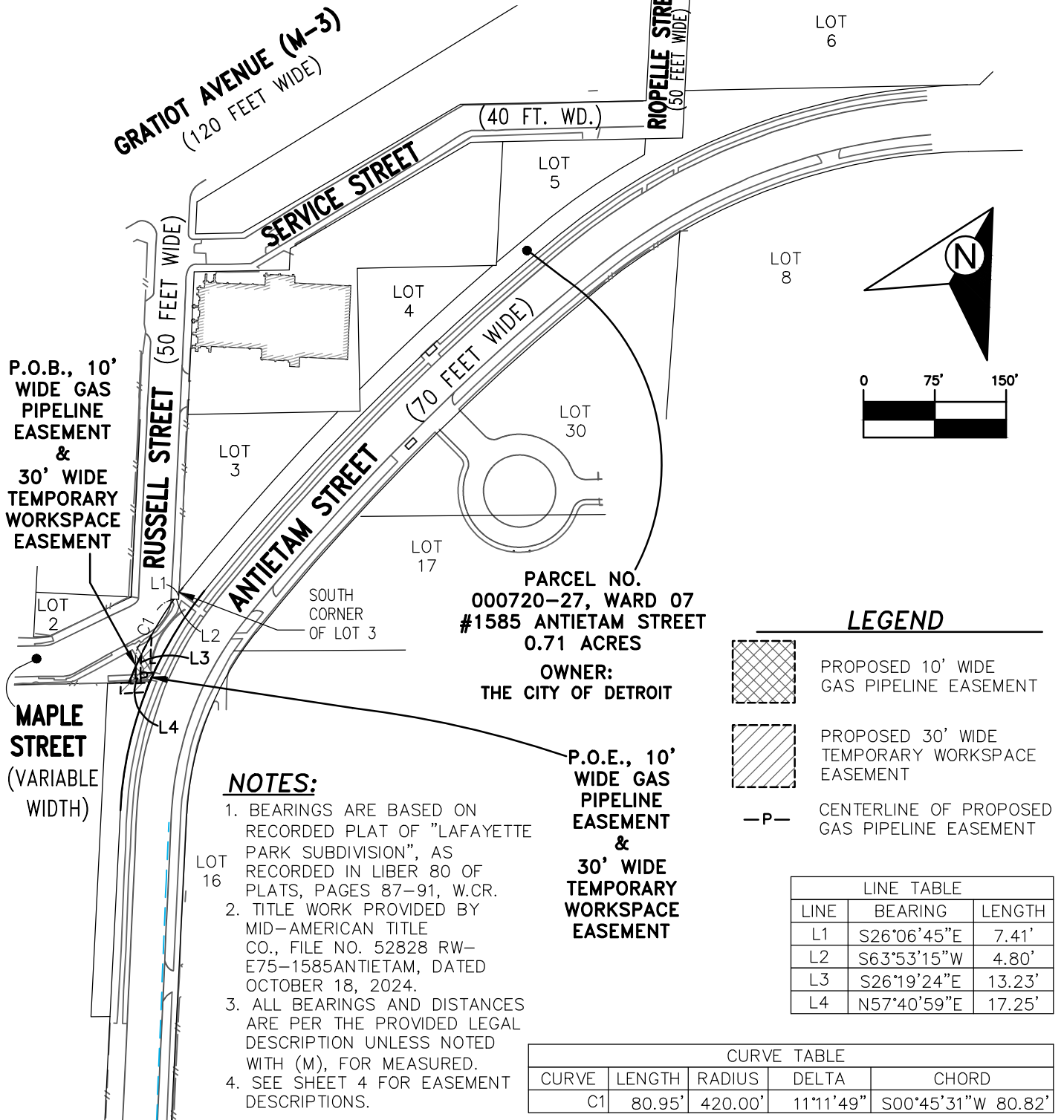
DTE
DTE Gas Company
Land & Survey Department

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 PARCEL NO. 000720-27, WARD 07	
P.C. 12	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: EAST75	

EXHIBIT A



P.O.B., 10' WIDE GAS PIPELINE EASEMENT & 30' WIDE TEMPORARY WORKSPACE EASEMENT

MAPLE STREET (VARIABLE WIDTH)

NOTES:

- BEARINGS ARE BASED ON RECORDED PLAT OF "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80 OF PLATS, PAGES 87-91, W.CR.
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- SEE SHEET 4 FOR EASEMENT DESCRIPTIONS.

PARCEL NO. 000720-27, WARD 07
#1585 ANTIETAM STREET
0.71 ACRES
OWNER: THE CITY OF DETROIT

P.O.E., 10' WIDE GAS PIPELINE EASEMENT & 30' WIDE TEMPORARY WORKSPACE EASEMENT

LEGEND



PROPOSED 10' WIDE GAS PIPELINE EASEMENT



PROPOSED 30' WIDE TEMPORARY WORKSPACE EASEMENT



CENTERLINE OF PROPOSED GAS PIPELINE EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
L1	S26°06'45"E	7.41'
L2	S63°53'15"W	4.80'
L3	S26°19'24"E	13.23'
L4	N57°40'59"E	17.25'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	80.95'	420.00'	11°11'49"	S00°45'31"W 80.82'

FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 2-19-2025
REVISION:
REVISION DATE:
SHEET: 2 OF 4
SCALE: 1" = 150'
VENDOR JOB NO.: 23-379.07



DTE Gas Company
Land & Survey Department



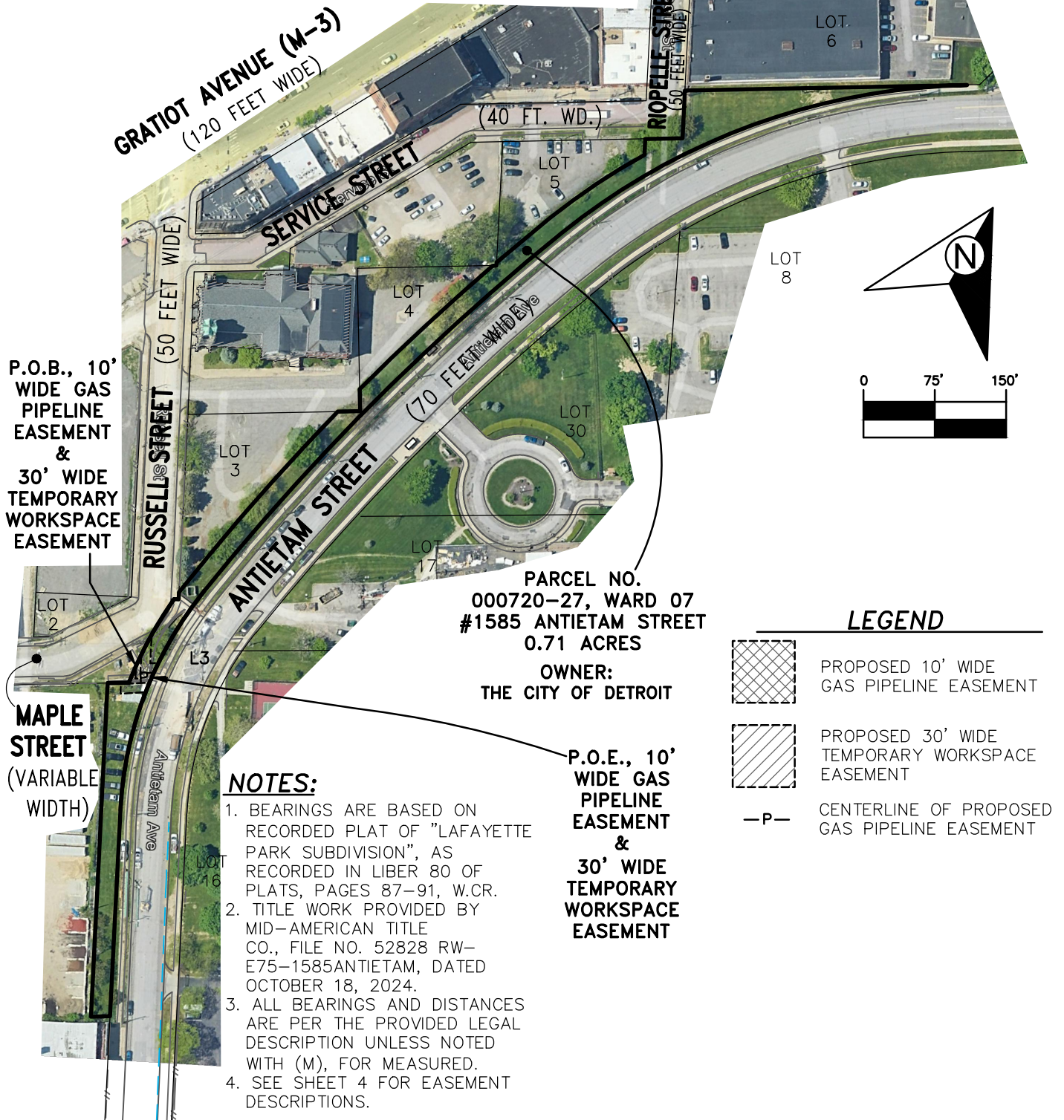
CIVIL ENGINEERS & LAND SURVEYORS
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P: (248) 668-0700 F: (248) 668-0701

DRAWING TITLE

GAS PIPELINE EASEMENT
PARCEL NO. 000720-27, WARD 07

P.C. 12	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: EAST75	

EXHIBIT A



P.O.B., 10' WIDE GAS PIPELINE EASEMENT & 30' WIDE TEMPORARY WORKSPACE EASEMENT

MAPLE STREET (VARIABLE WIDTH)




PARCEL NO. 000720-27, WARD 07
 #1585 ANTIETAM STREET
 0.71 ACRES
 OWNER: THE CITY OF DETROIT

NOTES:


1. BEARINGS ARE BASED ON RECORDED PLAT OF "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80 OF PLATS, PAGES 87-91, W.CR.
2. TITLE WORK PROVIDED BY MID-AMERICAN TITLE CO., FILE NO. 52828 RW-E75-1585ANTIETAM, DATED OCTOBER 18, 2024.
3. ALL BEARINGS AND DISTANCES ARE PER THE PROVIDED LEGAL DESCRIPTION UNLESS NOTED WITH (M), FOR MEASURED.
4. SEE SHEET 4 FOR EASEMENT DESCRIPTIONS.

P.O.E., 10' WIDE GAS PIPELINE EASEMENT & 30' WIDE TEMPORARY WORKSPACE EASEMENT


LEGEND

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

FIELD: RG
DRAWN: PWK
CHECKED: JPP
DATE: 2-19-2025
REVISION:
REVISION DATE:
SHEET: 3 OF 4
SCALE: 1" = 150'
VENDOR JOB NO.: 23-379.07



DTE
 DTE Gas Company
 Land & Survey Department



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 ENGINEERING, INC.

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DRAWING TITLE	
GAS PIPELINE EASEMENT	
PARCEL NO. 000720-27, WARD 07	
P.C. 12	CITY: DETROIT
TOWN: 2 S.	TOWNSHIP: --
RANGE: 12 E.	COUNTY: WAYNE
DRAWING FILE NAME: GAS PIPELINE EASEMENT	
DTE PROJECT NUMBER: EAST75	

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL NO. 000720-27, WARD 07 (BY OTHERS):

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

THAT PART LYING SOUTHERLY OF LOTS 3, 4, 5, AND 6, AND NORTHERLY OF ANTIETAM STREET SET ASIDE FOR GREENBELT, "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80, PAGES 87 THROUGH 91 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 CLAIM 12, TOWN 2 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MAPLE STREET, VARIABLE WIDTH, BEING DISTANT S26°06'45"E 7.41 FEET, AND S63°53'15"W 4.80 FEET, AND ALONG SAID EASTERLY LINE, 80.95 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF 11°11'49" AND A CHORD BEARING S00°45'31"W 80.82 FEET FROM THE SOUTH CORNER OF LOT 3 OF "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80 OF PLATS, PAGES 87 THROUGH 91, WAYNE COUNTY RECORDS; THENCE S26°19'24"E 13.23 FEET; THENCE N57°40'59"E 17.25 FEET TO THE NORTHWESTERLY LINE OF ANTIETAM STREET, 70 FEET WIDE, 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 NORTHWESTERLY PROPERTY LINE, ALSO THE THE EASTERLY LINE OF MAPLE STREET, VARIABLE WIDTH, AND TERMINATING APPROXIMATELY 20.50 FEET SOUTHEASTERLY ON THE SOUTHEASTERLY PROPERTY LINE, ALSO THE NORTHWESTERLY LINE OF ANTIETAM STREET. SAID EASEMENT HAS A CENTERLINE LENGTH OF 30.48 FEET, AND CONTAINS 301 SQUARE FEET LAND, MORE OR LESS.



PROPOSED 30' WIDE TEMPORARY WORKSPACE EASEMENT:

A 30 FOOT WIDE EASEMENT, LYING 15 FEET ON EITHER SIDE OF A LINE, EXCLUDING ADJACENT STREET RIGHT-OF-WAYS, BEING IN PRIVATE CLAIM 12, TOWN 2 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MAPLE STREET, VARIABLE WIDTH, BEING DISTANT S26°06'45"E 7.41 FEET, AND S63°53'15"W 4.80 FEET, AND ALONG SAID EASTERLY LINE, 80.95 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 420.00 FEET, A DELTA ANGLE OF 11°11'49" AND A CHORD BEARING S00°45'31"W 80.82 FEET FROM THE SOUTH CORNER OF LOT 3 OF "LAFAYETTE PARK SUBDIVISION", AS RECORDED IN LIBER 80 OF PLATS, PAGES 87 THROUGH 91, WAYNE COUNTY RECORDS; THENCE S26°19'24"E 13.23 FEET; THENCE N57°40'59"E 17.25 FEET TO THE NORTHWESTERLY LINE OF ANTIETAM STREET, 70 FEET WIDE, 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 NORTHWESTERLY PROPERTY LINE, ALSO THE THE EASTERLY LINE OF MAPLE STREET, VARIABLE WIDTH, AND TERMINATING APPROXIMATELY 20.50 FEET SOUTHEASTERLY ON THE SOUTHEASTERLY PROPERTY LINE, ALSO THE NORTHWESTERLY LINE OF ANTIETAM STREET. SAID EASEMENT HAS A CENTERLINE LENGTH OF 30.48 FEET, AND CONTAINS 965 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. CIVIL ENGINEERS & LAND SURVEYORS 51147 W. Pontiac Trail, Wixom, MI 48393 P: (248) 668-0700 F: (248) 668-0701	PARCEL NO. 000720-27, WARD 07	
DATE: 2-19-2025		P.C. 12	CITY: DETROIT
REVISION:	TOWN: 2 S.	TOWNSHIP: --	
REVISION DATE:	RANGE: 12 E.	COUNTY: WAYNE	
SHEET: 4 OF 4	DRAWING FILE NAME: GAS PIPELINE EASEMENT		
SCALE: NO SCALE	DTE PROJECT NUMBER: EAST75		
VENDOR JOB NO.: 23-379.07			