



**PLANNING AND  
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 808  
Detroit, Michigan 48226

Phone 313•224•1339  
www.detroitmi.gov

March 3, 2025

Detroit City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

RE: Request for Authorization of New Utility Easement – 2828 Woodward Avenue

Honorable City Council:

The City of Detroit, Planning and Development Department ("P&DD") has received a request from DTE Electric Company, a Michigan Corporation ("DTE"), to grant a ten-foot by twelve-foot utility easement ("Right-of-Way") as it pertains to City-owned real property commonly known 2828 Woodward Avenue, Detroit, Michigan 48201.

DTE is in the process of upgrading its infrastructure and has requested the Right-of-Way to install new connections and improve distribution of utilities. The agreement and related exhibits authorizing the Right-of-Way are attached for your review.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD, or his or her authorized designee, to execute an agreement and such other documents as may be necessary or convenient to effectuate a grant of easement in part of the Property to DTE Electric Company, a Michigan Corporation.

Respectfully submitted,

Alexa Bush  
Director  
Planning and Development Department

cc: Malik Washington, Mayor's Office

## RESOLUTION

BY COUNCIL MEMBER \_\_\_\_\_

**WHEREAS**, the City of Detroit, Planning and Development Department ("P&DD") has received a request from DTE Electric Company, a Michigan Corporation ("DTE"), to grant a ten-foot by twelve-foot utility easement ("Right-of-Way") as it pertains to City-owned real property commonly known 2828 Woodward Avenue, Detroit, Michigan 48201; and

**WHEREAS**, the Right-of-Way is needed for DTE to construct, operate and maintain a utility easement to improve delivery of utilities; and

**NOW, THEREFORE, BE IT RESOLVED**, that Detroit City Council hereby authorizes the Director of the Planning and Development Department, or his or her authorized designee, to execute an agreement and such other documents as may be necessary or convenient to effectuate a grant of easement in part of the Property as more particularly described in the attached Exhibit A incorporated herein, to DTE Electric Company, a Michigan Corporation; and be it further

**RESOLVED**, that the P&DD Director, or his or her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the grant of easement (including but not limited to corrections to or confirmations of legal descriptions) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the grant of easement, provided that the changes do not materially alter the substance or terms of the grant.

(See attached Exhibit A)

**Exhibit A**  
**Grantor's Land**

**E WOODWARD N 10 FT 3 4 EXC WOODWARD AS WD BLK 5 BRUSH SUB L1 P191 PLATS, W C R  
1/40 60 X 160.55A**

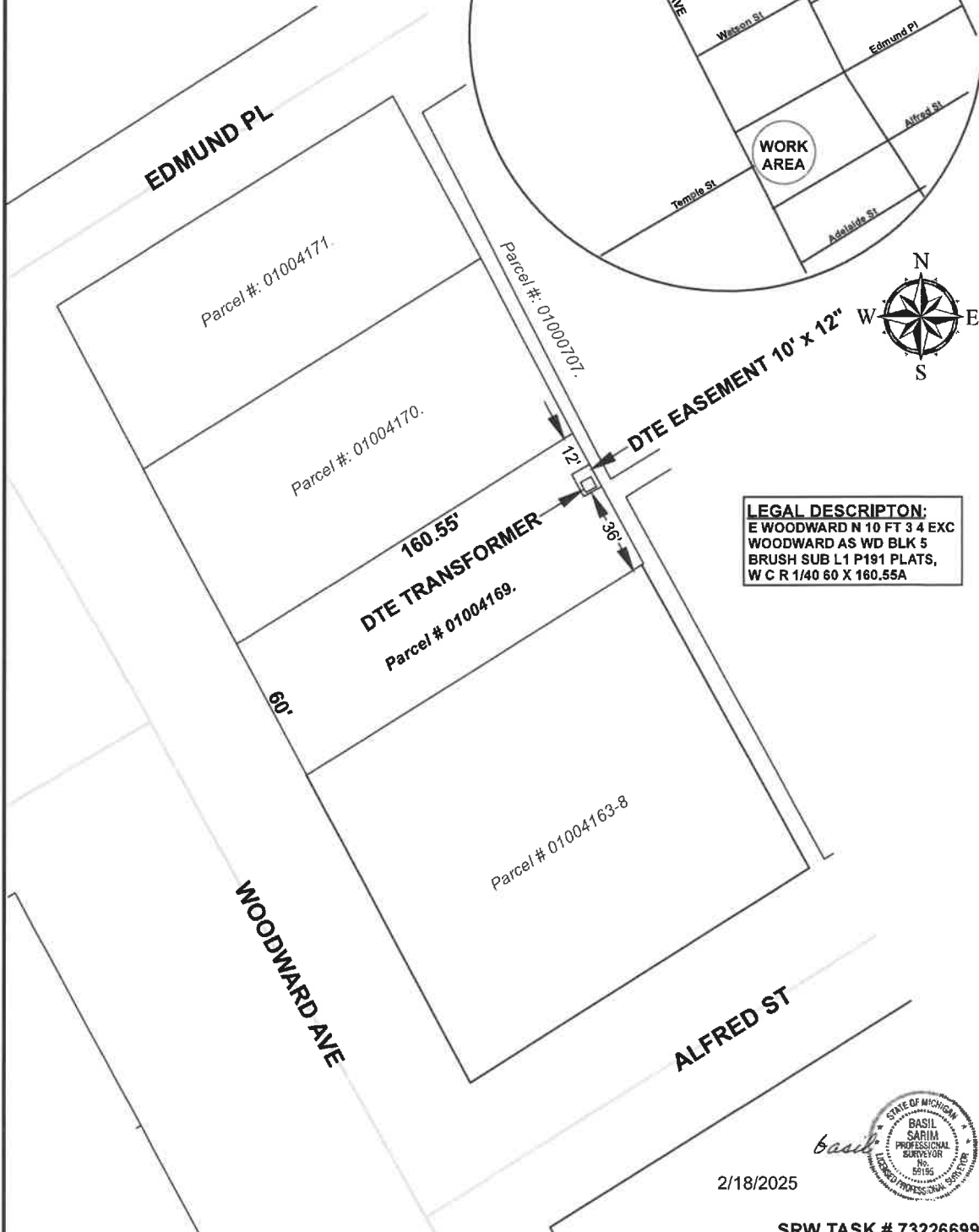
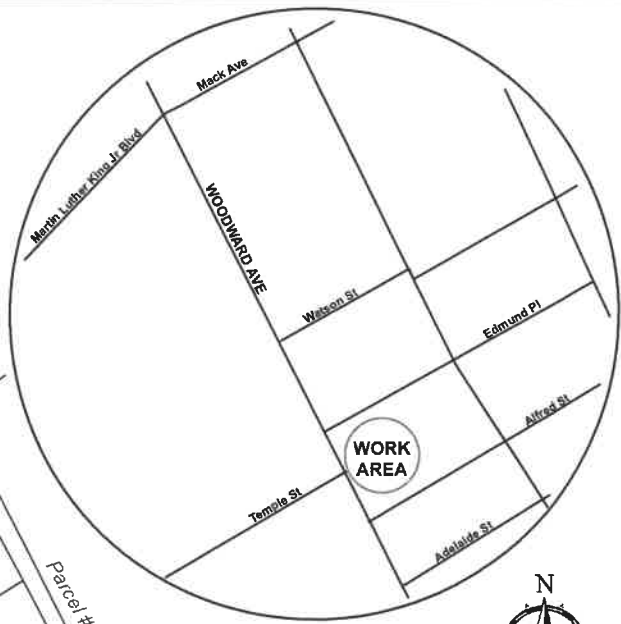
**Tax Identification Number: 01004169**

**More commonly known as: 2828 Woodward Ave., Detroit, MI 48201**

# DTE

**CENTERLINE OF 12 FOOT WIDE EASEMENT**

NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD CONSTRUCTION PROBLEMS ARISE. THEREFORE, FOR THE AS-INSTALLED EASEMENT CENTERLINE CALL MISS DIG 1-800-482-7171 OR 811



**LEGAL DESCRIPTION:**  
 E WOODWARD N 10 FT 3 4 EXC  
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2/18/2025

**SRW TASK # 73226699**

Work Order # 73226697	Work Order Description CODI - CHARL - TRF PAD LOC#4 - ALT	GIS-DSN 73226699	SRW 73226701	RSD	PH	PLC
Service Center TBY	Circuit #1	Circuit #2	COH	COS	CUG 73226712	CUL 73226711
Worksite City DETROIT	Worksite Twp.		Worksite County WAYNE		SCMAT 73226709	
Town	Range	Section	Qtr	Planner Name DARIEN EWELL - 313.236.4775	CUE Request # 1525614	Version 9/27/2024
						Scale 50' = 1"

**DTE Electric Company Overhead and Underground Easement Agreement 73226697-73226701**

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 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.

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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.

1. **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.
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. 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.
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. 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 \_\_\_\_\_, 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>
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Drafted by:  
Al Ayoub, DTE Electric Company  
Planning, Design & Engineering  
12000 Dixie, Redford Twp. MI 48239

**Exhibit A**

**Grantor's Land**

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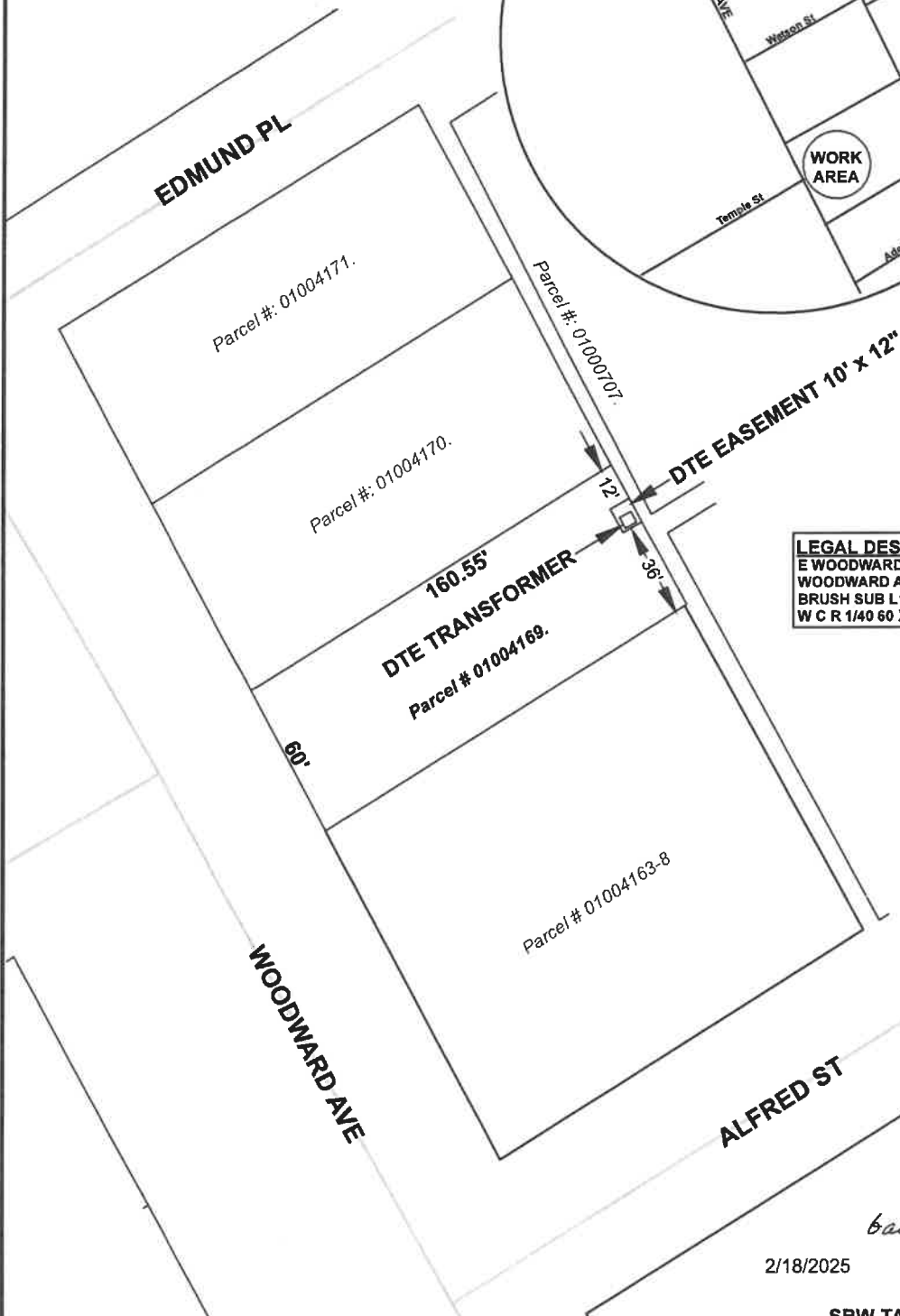
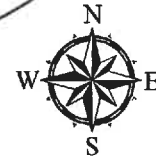
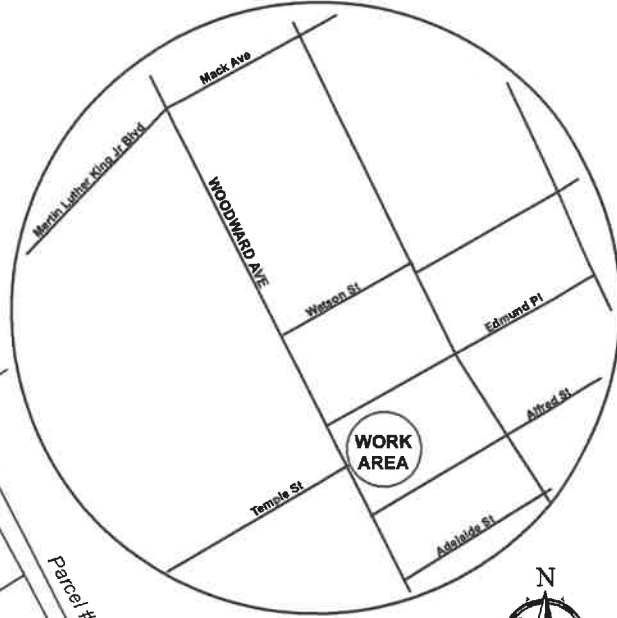
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Exhibit B

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Worksite City <b>DETROIT</b>		Worksite County <b>WAYNE</b>		SCMAT <b>73226709</b>			
Town	Range	Section	Qtr	Planner Name <b>DARIEN EWELL - 313.236.4775</b>	CUE Request # <b>1525614</b>	Version <b>9/27/2024</b>	Scale <b>50' = 1"</b>