



**PLANNING AND
DEVELOPMENT DEPARTMENT**

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

Phone 313•224•1339
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May 15, 2025

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

**RE: Approval and Authorization to Accept Easement Interest in furtherance of the
“Detroit Charge Ahead” Initiative**

Honorable City Council:

The “Detroit Charge Ahead” Initiative (the “**Initiative**”) is seeking to establish publicly available electrical vehicle charging stations (each, a “**Charging Station**”) at privately-owned sites across Detroit.

In furtherance of the Initiative, the City has negotiated and obtained from 4059 W Davison BLDG LLC (“**Owner**”) a signed and notarized agreement for an easement (“**Easement**”) at the Owner’s property commonly referred to as Epic Health, located at 4059 West Davison, Detroit, Michigan 48238 (“**EVCS Property**”).

This Easement is essential to the Initiative, as it will provide the City with the necessary, immediate, and ongoing authority to install, operate, and maintain a Charging Station at the privately-owned EVCS Property.

In addition, no City funds shall be expended to accept this Easement at the EVCS Property.

Therefore, the Planning and Development Department (“**PDD**”) requests this Honorable Body adopt the attached resolution to authorize PDD’s formal acceptance of the Easement.

Respectfully submitted,

Alexa Bush
Director, PDD

cc: Trisha Stein, Mayor’s Office
Tim Slusser, Mayor’s Office

BY COUNCIL MEMBER _____:

WHEREAS, the City of Detroit (“**City**”) has negotiated and obtained from 4059 W Davison BLDG LLC (“**Owner**”) a certain agreement for an easement (“**Easement**”) at Owner’s property commonly referred to as Epic Health, located at 4059 West Davison, Detroit, Michigan 48238 (“**EVCS Property**”); and

WHEREAS, the City, by and through its Planning and Development Department (“**PDD**”), desires to accept the Easement, and the legal interest in the EVCS Property it provides the City, to install publicly available electrical vehicle charging stations; and

WHEREAS, the acceptance of this Easement shall come at no cost to the City; and

WHEREAS, in accordance with Chapter 2, Article VI of the 2019 Detroit City Code, except as otherwise provided therein, the City of Detroit is required to receive an environmental inquiry and, where necessary, an environmental assessment prior to the acquisition of a legal interest in real property; and

WHEREAS, the Buildings, Safety Engineering, and Environmental Department (“**BSEED**”) has completed an environmental review of the EVCS Property and concluded that, despite the presence of one or more potential recognized environmental conditions, the risk of environmental contamination at the EVCS Property is minimal; and

WHEREAS, the City of Detroit, through the Law Department, has determined that, notwithstanding the presence of a potential recognized environmental condition investigated by BSEED and found to be of minimal risk at the EVCS Property, the EVCS Property is not likely to cause the City of Detroit to incur liability under the environmental laws of the State of Michigan or the United States, or otherwise incur response costs given the proposed use of the EVCS Property; and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Chapter 2, Article VI of the 2019 Detroit City Code, the City Council finds that the EVCS Property has received appropriate environmental inquiry and assessment in accordance with the review referred to in the recitals hereof; and be it further

RESOLVED, that this Honorable Body hereby determines and declares that (1) the EVCS Property is not a facility which will cause the City of Detroit to incur liability under the environmental laws of the State of Michigan or the United States, or otherwise incur response costs for the EVCS Property; (2) the acquisition of the EVCS Property is necessary to promote the health, safety and welfare of the public; and (3) the preservation and the promotion of the public health, safety, welfare or good outweighs the cost of the environmental assessment and hereby waives the requirement that the Owner bears the cost of the environmental assessment; and (4) the City may undertake further inquiry or response actions to mitigate any subsequently identified, unacceptable environmental hazards; and be it further

RESOLVED, that in the event the City incurs any response costs due to its use of the Easement,

including its related access and use of the EVCS Property, then all necessary steps consistent with law shall be taken by the City to fully mitigate and recover any costs or damages which have been incurred by the City as a result of any response activity associated therewith; and be it further

RESOLVED, that the PDD Director, or her authorized designee, be and is hereby authorized (1) to accept and record the Easement with the Wayne County Register of Deeds; (2) to accept, execute, and deliver any such other documents as may be necessary or convenient to affect the acceptance of the Easement; and (3) to pay the cost of recording the Easement, including such other necessary and customary closing costs payable therewith; and be it further

RESOLVED, that the PDD Director, or her authorized designee, be and is hereby authorized to execute any other required instruments as may be necessary to effectuate the acceptance, 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 acceptance of the Easement, provided that the changes do not materially alter the substance or terms of the acceptance; and

BE IT FINALLY RESOLVED, that upon acceptance of the Easement from the Owner, the Easement shall be placed under the jurisdiction of PDD.

**EASEMENT
FOR
ELECTRICAL VEHICLE CHARGING STATION
4059 West Davison Street**

On May 15, 2025, for good and valuable consideration, Grantor hereby grants to Grantee a perpetual, non-exclusive easement in, on, under, and across Grantor's Land, as defined herein, and upon the terms and conditions set forth herein (the "Easement").

"Grantor" is: 4059 W Davison BLDG LLC, a Michigan limited liability company
18000 W. 9 Mile Road
Second Floor
Southfield, MI 48075

"Grantee" is: City of Detroit, a Michigan municipal corporation
2 Woodward Avenue
Detroit, Michigan 48226

1. **PROPERTY.** "Grantor's Land" consists of one parcel located in the City of Detroit, County of Wayne, and State of Michigan described in **EXHIBIT A**, attached hereto and incorporated herein by reference, and described further as:

Tax Identification No: 14005424.001
Common Address: 4059 West Davison, Detroit, Michigan 48238

There are specific locations within Grantor's Land identified in the site plan included herein as **EXHIBIT B**, which is attached hereto and incorporated herein by reference, (the "EVCS Sites") at, upon, and through which Grantee intends to construct the mechanical and electrical infrastructure necessary to install, operate, repair, and maintain electrical vehicle charging stations ("EVCS"), along with any related signage, bollards, parking indicators, landscaping, lighting, highspeed internet facilities, and other improvements the Grantee may deem reasonably necessary (the "Grantee's Facilities").

2. **PURPOSE.** To allow Grantee to implement the "Detroit Charge Ahead" initiative ("Initiative") and construct, operate, maintain, and repair the Grantee's Facilities at the EVCS Sites located on Grantor's Land (the "Purpose").

3. **REPRESENTATIONS AND WARRANTIES.** Grantor, for itself and its successors and assigns, represents and warrants to Grantee as follows, knowing and intending that Grantee will rely on the same, that:

- a. Grantor has the sole, lawful, and exclusive possession of Grantor's Land, and any and all other property, rights, title, or interests conveyed, transferred, granted, and assigned hereby;
- b. there are no mortgages, liens, leases, or other encumbrances on the title to Grantor's Land, and no other person claiming any right, title, or interest therein;
- c. Grantor, and the person signing this Easement on behalf of Grantor, each has the requisite rights, power, and authority to execute and deliver this Easement; and

- d. Grantor has the requisite rights, power, authority, and ability to make and perform the grants, conveyances, promises, and obligations evidenced hereby.

4. **ACCESS.** Grantee hereby possesses a right of ingress and egress to the Grantor's Land, including but not necessarily limited to pedestrian and vehicular ingress and egress to, through, in, and from the Grantor's Land, along with all rights necessary and convenient for the Grantee's enjoyment and use of the privileges herein granted. During the time the EVCS is installed and operational, Grantor agrees that the public shall have the right of vehicular ingress and egress through, in and from the Grantor's Land for the purpose of using the EVCS. Failure to allow such access, or to require members of the public to give anything of value to Grantor in order to access and use the EVCS, is a violation of this provision and shall allow Grantee, upon Grantee's election, to expel Grantor from the Initiative and remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

5. **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 Grantor's Land may proceed.

6. **BUILDINGS AND OTHER PERMANENT STRUCTURES.** Except for those improvements which exist as of the date of the Easement, no buildings, structures, or other permanent improvements may be constructed or placed at, on, or immediately adjacent to the EVCS Sites without Grantee's prior written consent. Grantor agrees, upon written demand of Grantee, to remove any improvement—other than any now-existing or a subsequently Grantee-approved improvement—that materially interferes with the safe and reliable construction, operation, maintenance, and repair of Grantee's Facilities, as determined in the Grantee's sole and reasonable discretion. If Grantor fails to comply with such demand from Grantee, 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.

7. **TREES, BUSHES, BRANCHES, ROOTS, STRUCTURES, AND FENCES.** Grantee may trim, cut down, remove, or otherwise control any trees, bushes, branches, weeds, and roots growing or that could grow or fall in, at, on, or immediately adjacent to the EVCS Sites, and except for now existing or subsequently approved improvements, remove any ancillary structures, improvements, fences, or landscaping in, at, on, or immediately adjacent to the EVCS Sites that would interfere with the safe and reliable construction, operation, maintenance, and repair of Grantee's Facilities.

8. **RESTORATION.** If Grantee's agents, employees, contractors, subcontractors, vehicles, or equipment damage Grantor's Land while entering or upon Grantee's Land for the Purpose stated in this Easement, 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 damaged portion of any cemented surfaces. With the exception of now existing or subsequently approved improvements, Grantee shall have no liability for the restoration or cost of an improvement located in, at, on, or immediately adjacent to the EVCS Sites, 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 Grantee's Facilities as described herein.

9. **EXCLUSIVITY.** For as long as Grantee operates the EVCS, Grantor shall not lease, license, or in any way permit the installation, operation, maintenance, and use of any other electrical vehicle charging stations of any grade, caliber, or quality on Grantor's Land without the Grantee's prior review and express written consent.

10. **TERM.** This Easement shall be perpetual, shall run with the land, and shall be binding upon the Grantor and Grantee, and their respective successors and assigns, unless terminated in accordance with Section 11 herein.

11. **TERMINATION.** Grantee may terminate this Easement, for any reason or at its convenience, by providing Grantor thirty (30) days' advance written notice of its intention to terminate. Grantor may terminate this Easement for good reason by providing Grantee ninety (90) days' advance written notice of its intention to terminate ("Grantor's Termination Notice"). However, if Grantor terminates this Easement prior to the date that is five (5) years from the Grantee's first day fully operating and using the Grantee's Facilities, Grantor shall be responsible for payment of any penalties incurred by Grantee in connection with any federal funding Grantee received and subsequently expended, encumbered, or deployed in any way with respect to Grantee's Facilities at the EVCS Sites.

12. **RELOCATION.** Upon written request of the Grantor, Grantee may in its sole discretion relocate all or a portion of Grantee's Facilities to another portion of Grantor's Land, so long as:

- a. Grantor provides Grantee with an acceptable replacement location on Grantor's Land to install new Grantee's Facilities, and reasonable time for such relocation;
- b. Grantee agrees to an amendment to this Easement to identify and incorporate the modified location; and
- c. Grantor and Grantee in good faith determine a reasonable distribution and share of all actual, reasonable costs incurred by Grantee to relocate the Grantee's Facilities, and document the same in the amendment to this Easement.

13. **INDEMNITY.** Grantor shall indemnify, defend, and hold harmless Grantee, its officers, directors, departments, managers, employees, agents, successors, and assigns, from and against any and all claims, obligations, damages, penalties, costs, charges, losses, expenses, and liabilities, whether litigated or not, in law or in equity, in connection with or arising out of any or inaction taken by Grantor and any of its director, employees, managers, assigns, representatives, agents, and or Grantor's associated or affiliated entities and persons, including for injury to any persons or property, and including further, without limitation, reasonable attorney's fees expended in defending against any such claims.

14. **NOTICES.** Each notice, demand, request, consent, approval, disapproval, designation or other communication that a party is required or desires to give or make or communicate to any other party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, or emailed with receipt confirmation enabled.

To Grantor: 4059 W Davison BLDG LLC
18000 W. 9 Mile Road
Second Floor
Southfield, MI 48075

To Grantee:	City of Detroit	and	City of Detroit
	Office of the Mayor		Law Department
	2 Woodward Avenue, Suite 1126		2 Woodward Avenue, Suite 500
	Detroit, MI 48226		Detroit, MI 48226
	Attn: Office of Mobility Innovation		Attn: Corporation Counsel/TED

15. **RECORDING.** This Easement shall be recorded in the Register of Deeds for Wayne County, State of Michigan.

16. **EXEMPTIONS.** Exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

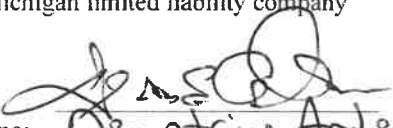
17. **GOVERNING LAW.** This Easement shall be governed by the laws of the State of Michigan.

[Remainder of page intentionally left blank; signature page follows.]

**SIGNATURE PAGE
TO
ELECTRICAL VEHICLE CHARGING STATION EASEMENT AGREEMENT**

GRANTOR:

4059 W Davison BLDG LLC,
a Michigan limited liability company

By: 
Name: Demetrius Anderson
Its: Public Relations Lead

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on May 15, 2025, by Demetrius Anderson
the PR Lead of 4059 W Davison BLDG LLC, a Michigan limited liability company, on behalf of such,
limited liability company.

Notary Signature: 
Print: Michelle Williams
Notary Public, Wayne County, Michigan
My commission expires: 11/8/27
Acting in the County of: Wayne



Drafted by:
Bruce N. Goldman
City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

When recorded, return to:
City of Detroit
2 Woodward Avenue
Detroit, Michigan 48226
Attn: Corporation Counsel/TED

Recording Fee: _____
Exempt from transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

EXHIBIT A
Legal Description

Real property situated in the City of Detroit, County of Wayne, State of Michigan, described as follows:

**S DAVISON W ALL THAT PT OF 1/4 SEC 12 TTAT DESC AS FOLS: BEG AT A PTE S LINE
OF DAVISON AVE 120 FT WD & E LINE OF PETOSKEY AVE 60 FT WD; TH N 64D 44M
58S E 286.99 FT TO P.O.B.; TH N 64D 44M 58S E 250.14 FT; TH S 24D 39M 44S E 172.40 FT;
TH S 64D 44M 58S W 248.50 FT; TH N 25D 12M 21S W 172.40 FT TO P.O.B. 14/--- 42,981
SQ FT .98671 ACRES**

Tax Identification No: 14005424:001

Common Address: 4059 West Davison, Detroit, Michigan 48238

EXHIBIT B
Site Plan for Grantor's Land

