



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

115 ERSKINE ST.
DETROIT, MICHIGAN 48201
PHONE 313 • 628-0900
FAX 313 • 628-1915

June 29, 2022

Honorable City Council:

Re: Authorization to grant DTE Electric Company a non-exclusive underground easement at 5401 Woodward Avenue (Detroit Historical Museum).

The General Services Department is requesting authorization from your Honorable Body to grant DTE Electric Company underground easement in, on, and across a part of the "Right of Way Area" at 5401 Woodward Avenue, Parcel ID# 02001775 (Detroit Historical Museum).

We respectfully request your authorization to grant DTE Electric Company a non-exclusive underground easement at 5401 Woodward Avenue, with a Waiver of Reconsideration

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Yu-Stahl", with a long horizontal line extending to the right.

Sandra Yu-Stahl
Director



CITY OF DETROIT
GENERAL SERVICES DEPARTMENT

115 ERSKINE ST.
DETROIT, MICHIGAN 48201
PHONE 313 • 628-0900
FAX 313 • 628-1915

RESOLVED

Council Member _____

Whereas, the General Services Department is requesting authorization to grant DTE Electric Company a non-exclusive underground easement in, on, and across a part of the “Right of Way Area” at the property located 5401 Woodward Avenue (Detroit Historical Museum)

Resolved, the General Services Department is authorized to grant DTE Electric Company a non-exclusive underground easement at the property located 5401 Woodward Avenue (Detroit Historical Museum).

**DTE Electric Company Underground Easement Agreement 57689068-57763352
(Detroit Historical Museum)**

On _____, 2022, 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 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): 02001775
More commonly known as: 5401 Woodward Avenue, Detroit, MI

The "Right-of-Way Area" is a variable width (10' & 13'x23' & 10'x23') 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. 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 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 _____, 2022, 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:
Al Ayoub, DTE Electric Company
Planning, Design & Engineering
12000 Dixie, Redford Twp. MI 48240

EXHIBIT A

PROPERTY DESCRIPTIONS

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

W WOODWARD 3 THRU 5 & PRIVATE ALLEY N &
ADJ STARRINGS SUB L12 P25 PLATS, W C R 2/111
3 & 2 S 25 FT 5 6SUB OF PK LOT 53 L206 P254
DEEDS, W C R 2/119 142.71 IRREG

CONTAINING: 86,105 SQUARE FEET OR 1.977 ACRES

PARCEL NO. 02001775 COMMONLY KNOWN AS:
5401 WOODWARD AVE.
DETROIT, MI 48202

Description of DTE easment check

Basil Sarim, P.S



DTE UNDERGROUND EASEMENT

A 10 foot wide DTE Underground Electric Easement of Lot 5 and 6, Including A 13 foot wide by 23 foot wide DTE Underground Electric Equipment Easement of Lot 6, Including 10 foot wide by 23 foot wide DTE Underground Electric Equipment Easement South part of Lot 5 of "Subdivision of Park Lot 53" being described as follows,

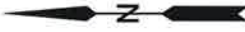
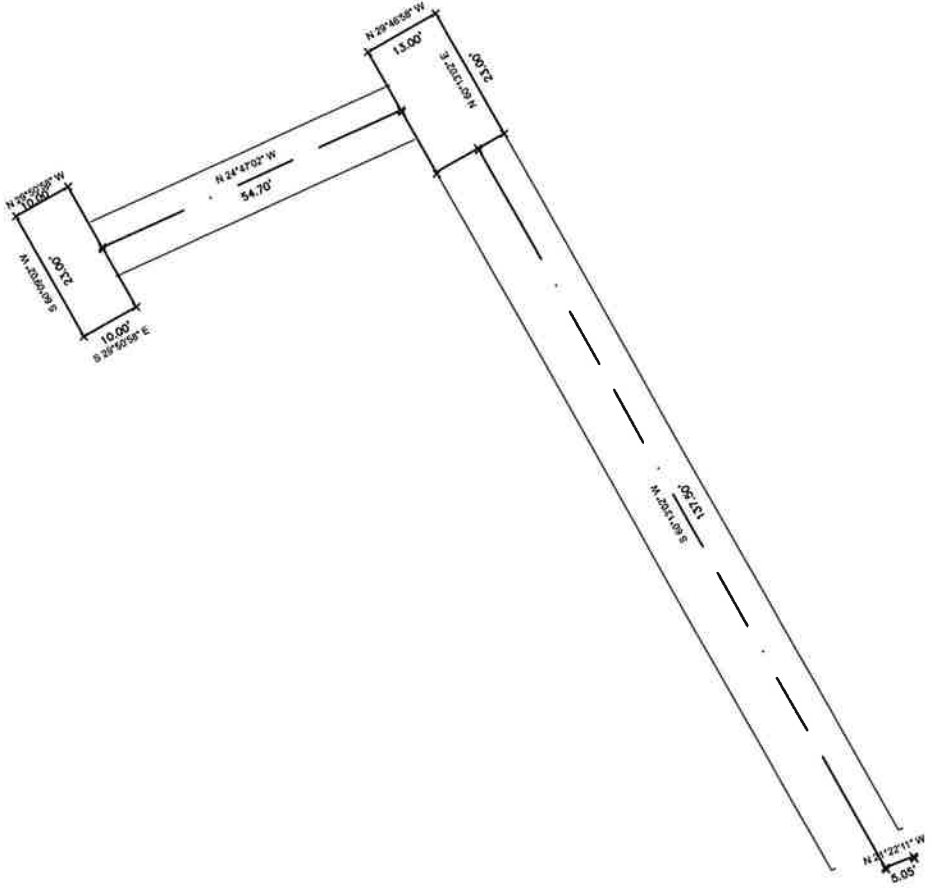
BEGINNING at the Southwest corner of Lot 6 of Subdivision of Park Lot 53" recorded in Liber 206, Page 254 deeds, in Wayne County Records; Thence N21°22'11"W 5.05 feet along the Easterly Right-of-Way line of Cass Ave. to the Centerline of 10 foot wide DTE Underground Electric easement; Thence N60°13'02"E, 137.50 Feet along the South line of Lot 6 and North line of Vacated alley to west side of the 13 Foot wide by 23 foot wide DTE Underground Electric Equipment Easement; Thence S29°46'58"E 5.00 feet; Thence N60°13'02"E 23.00 feet along the South line of Lot 6 and North line of Vacated alley; Thence N29°46'58"W 13.00 feet; Thence S60°13'02"W 11.18 feet to the Centerline of 10 foot wide DTE Underground Electric easement and the North side of the 13 Foot wide by 23 Foot wide DTE Underground Electric Equipment Easement; Thence N24°47'02"W 54.70 feet to South side of the 10 Foot wide by 23 Foot wide DTE Underground Electric Equipment Easement; Thence N60°09'02"E 11.96 feet; Thence N29°50'58"W 10.00 feet; Thence S60°09'02"W 23.00 feet along the North line of the South ½ of Lot 5; Thence S29°50'58"E 10.00 feet; Thence N60°09'02"E 11.04 feet to South side of the 10 Foot wide by 23 Foot wide DTE Underground Electric Equipment Easement; Thence S24°47'02"E 54.70 feet to the North side of the 13 Foot wide by 23 Foot wide DTE Underground Electric Equipment Easement; Thence S60°13'02"W 11.82 feet; Thence S29°46'58"E 8.00 feet to West side of the 13 Foot wide by 23 Foot wide DTE Underground Electric Equipment Easement; Thence S60°13'02"W 137.50 feet; Thence S21°22'11"E 5.05 feet along the Easterly Right-of-Way line of Cass Ave. to the point of beginning.

FOR R.O.W.
USE ONLY

SHEET 4 OF 4

DRAWN BY:	B. DODDIE / LEIDOS	11/03/21	SUBSTATION: GARFIELD	REGION: SE	DTE ENERGY - DTE ELECTRIC COMPANY UNDERGROUND DESIGN
CHECKED BY:	A. AYOUB		EXHIBIT A		JOB NUMBER: 20-234
ROUTER:					SRW: 57763352
APPROVED BY:	W. MCCAFFERY	11/03/21	DETROIT	WAYNE CO.	WORK ORDER: 57689068
					DRAWING NUMBER: ED-GARFD-20234-11263-1
					SCALE: NONE

FILE NAME: ED-GARFD-20234-11263-1



Basil



**DTE EASEMENT
CASS ST AND W.KIRBY**