



CITY COUNCIL AGENDA ITEM

Date: March 15, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Grant a Permanent Underground Utility Easement to Detroit Edison over City Owned Parcel – Sidwell #88-20-31-226-115

History

As part of the Transit Center development project, Detroit Edison has requested a permanent underground utility easement over a portion of the City owned parcel having Sidwell #88-20-31-226-115.

Engineering department staff have reviewed the easement design and content of the easement document and have no reservations in granting the permanent easement.

Financial

The format and content of this easement is consistent with easements previously granted by City Council. There is no cost associated with granting of this easement.

Recommendation

City Management recommends that City Council grant the attached permanent easement.

DTE Electric Company Underground Easement (Right of Way) No. 35855211-35855223

On _____, 2013, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, under, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: CITY OF TROY, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS IS 500 WEST BIG BEAVER ROAD, TROY, MI 48084

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226

"Grantor's Land" is in T2N, R11E, SEC 31, NE1/4 Troy Township, County of Oakland, and State of Michigan, and is described as follows:

T2N, R11E, SEC 31 PART OF NE 1/4 BEG AT PT DIST S 01-40-27 W 87 FT & N 88-09-00 W 1413.07 FT & S 01-59-00 W 1098.91 FT FROM NE SEC COR, TH S 88-20-27 E 187.05 FT, TH S 01-39-33 W 452.74 FT, TH S 88-20-27 E 25.37 FT, TH S 01-39-33 W 192.17 FT, TH N 88-20-27 W 114.27 FT, TH ALG CURVE TO LEFT, RAD 22961.83 FT, CHORD BEARS N 29-11-51 W 196.63 FT, DIST OF 196.63 FT, TH N 01-59-00 E 476.12 FT TO BEG 2.71 A 7-24-01 FR 012

**Tax Identification Number(s): 20-31-226-015
More Commonly Known As: Vacant Land, Troy, MI**

The "Right of Way Area" is a ten (10') foot wide easement 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 as follows:

THE LEGAL DESCRIPTION AND EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF."

**Tax Identification Number(s): 20-31-226-015
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- 1. Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
- 2. Access:** Grantee has the right of access to and from the Right of Way Area.
- 3. Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements with the exception of existing fence, garage, and/or shed 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 that 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 1974 Public Act 53, 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 in the Right of Way Area and remove any structures, improvements, buildings or landscaping, with the exception of existing fence, garage, and/or shed, in the Right of Way Area that Grantee believes could 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 will not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, and/or improvements located in such areas.

6. Restoration: If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering 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 and the cement patching of the damaged portion of any cemented surfaces. However, with the exception of existing improvements, Grantee shall have no liability for the restoration or cost of any improvements whatsoever, including, but not limited to, paving, roadways, parking areas, parking islands, sidewalks, curbing, gutters, or landscaping such as trees, bushes, flowers or grass located within the Right of Way Area 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. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. Exemptions: Exempt under MCL 207.505(a) and MCL 207.526(a).

9. Governing Law: This Agreement shall be governed by the laws of the State of Michigan.

Grantor(s): City of Troy

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged before me in _____ County, Michigan, on _____, 2013, by _____, Its: _____ for City of Troy, a Municipal corporation.	
Notary's Stamp _____	Notary's Signature _____
Acting in _____ County, Michigan	

Drafted by and when recorded, return to: Cassandra Dansby, DTE Electric Company, NWP&D, 37849 Interchange Dr, Farmington Hills MI 48335

SKETCH OF EASEMENT

NOTE: NO FIELD WORK PERFORMED.
DESCRIPTION TAKEN FROM RECORD.

NE CORNER OF SECTION 31,
T2N, R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.



SCALE: 1" = 60'

20-31-226-028

20-31-226-018

N 88°09'00" W 1413.07'

S 01°40'27" W
87.00'

S 01°59'00" W 1098.91'

P.O.B.

S 88°20'27" E 187.05'

CENTERLINE OF 10 FOOT WIDE EASEMENT
NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD
CONSTRUCTION PROBLEMS ARISE. THEREFORE, FOR THE
AS-INSTALLED EASEMENT CENTERLINE CALL
1-800-482-7171 (MISS DIG).

20-31-226-029

N 01°59'00" E 476.12'

1575.03'

20-31-226-016

20-31-226-015

S 01°39'33" W 452.74'

20-31-226-018

12' WD. ELECTRIC
UTILITY EASEMENT
L 21935, P. 071, O.C.R.

S 88°20'27" E 25.37'

GRAND TRUNK RAILROAD

L - 134.13'
R - 22961.83'
CH - S 29°16'32" E
134.13'

10' WD. ELECTRIC
UTILITY EASEMENT

L - 196.63'
R - 22961.83'
CH - N 29°11'51" W
196.63'

P.O.E.

N 62°08'36" E
18.36'

P.O.B.

N 59°21'17" E 59.22'

S 01°39'33" W 192.17'

20-31-226-017

N 88°20'27" W 114.27'

PARENT WO 35854729

CHILD WO 35855211

SRW WO 35855223

JOB NO. 20110519	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULEY DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 1
DATE 01-18-13		P.O. BOX 824 48303-0824 OF 2

TIME - 18-JAN-2013 11:25
 PEN TBL: \\nas01\vol\info\giblock.ph
 Q1E1E - \\nas01\vol\info\giblock.ph
 DESKTOP FTIF - \\nas01\vol\info\giblock.ph
 USER NAME - Dredbert



Section 31, T2N,
R11E, City of Troy,
Oakland County, MI

LOCATION MAP

