



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: February 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Grant an Underground Utility Easement Over a City Owned Property to DTE Electric Company, Sidwell #88-20-22-301-011

History

The City of Troy received a request to grant an underground utility easement over a portion of the public park property fronting Talbot Avenue. The 10-foot wide easement would extend approximately 71 feet from an existing electrical pedestal to the abutting property at 3459 Talbot.

The owners of 3459 Talbot, a residential parcel zoned R-1E, One Family Residential, are expanding their building footprint which necessitates the relocation of their existing underground service. The closest feed point is an existing pedestal on the City park property.

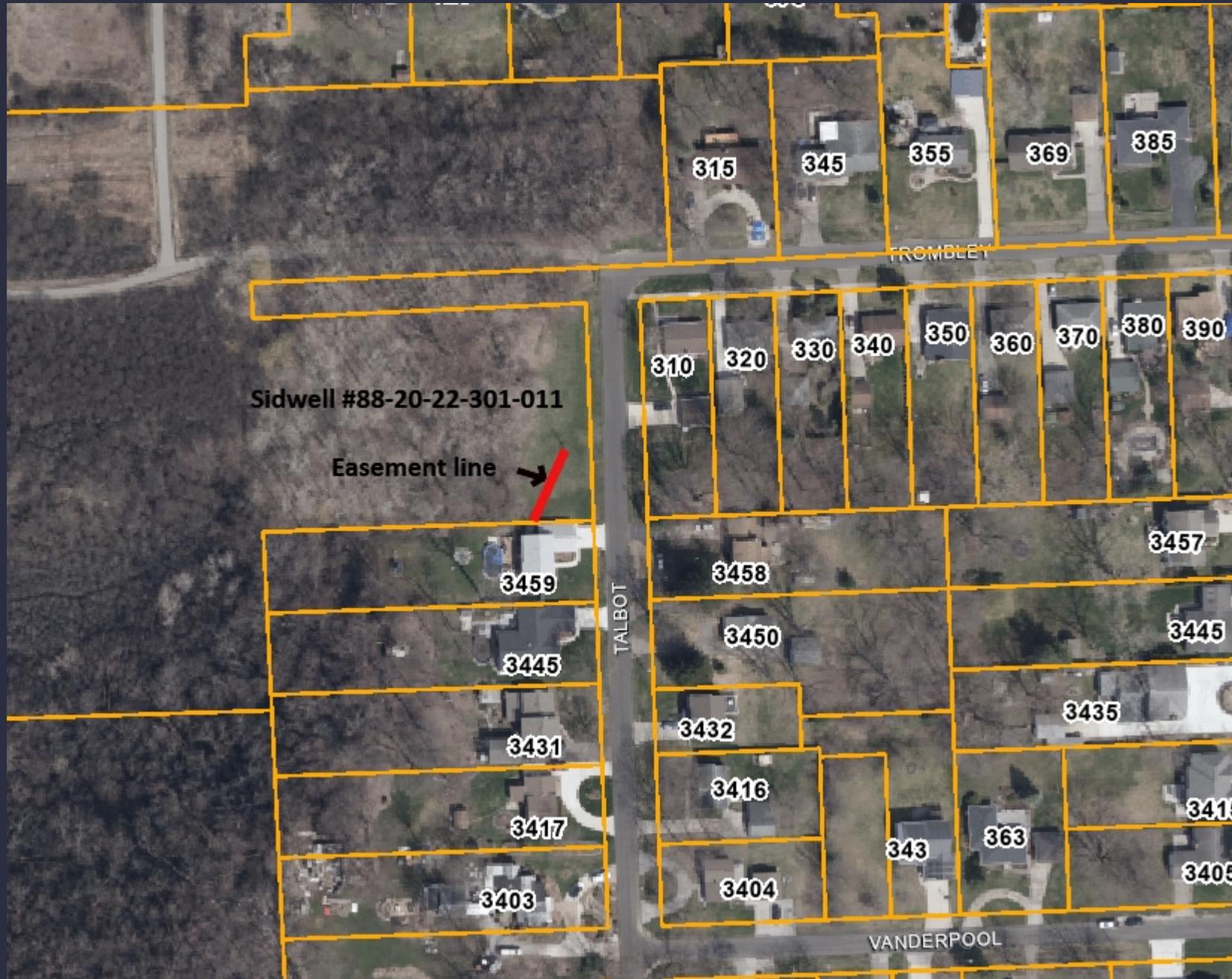
Engineering and Public Works staff have reviewed the request and design plans and recommend granting the easement to DTE Electric Company.

Financial

There is no financial consideration on this document.

Recommendation

City Management recommends that Troy City Council grant the attached permanent easement consistent with our policy of granting easements for development and improvement purposes.



Sidwell #88-20-22-301-011

Easement line →

Notes:
DTE Electric Company
Underground Easement
88-20-22-301-011



DTE Electric Company Underground Easement (Right of Way) No. 70554413-70554421

On _____, 2023, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: THE CITY OF TROY, A MICHIGAN MUNICIPAL CORPORATION
500 W. BIG BEAVER RD., TROY, MI 48084

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

"Grantor's Land" is in sec 22, T2N, R11E, CITY OF TROY, County of OAKLAND, and State of Michigan, and is described as follows:

AS SHOWN ON ATTACHED LEGAL DESCRIPTION, EXHIBIT 'A',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 20-22-301-011
More commonly known as: 3459 TALBOT

The "Right of Way Area" is a ten (10') ft 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:

AS SHOWN ON ATTACHED DTE ELECTRIC COMPANY DRAWING, EXHIBIT 'B',
WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

1. **Purpose:** The purpose of this Right of Way is to allow the Grantee, at Grantee's sole expense, to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain the underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories. Grantee acknowledges the Right of Way granted herein and the Right of Way Area are subject to all existing easements, restrictions, encumbrances, covenants, conditions, rights-of-way and reservations of record.

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:** 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 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 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 that grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that 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 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. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor(s): City of Troy

By: _____
Name: Ethan D. Baker
Title: Mayor

Acknowledged before me in _____ County, Michigan, on _____, 2022, by: Ethan D. Baker, Its: Mayor for City of Troy, a Michigan municipal corporation.

Notary's Stamp _____ Acting in _____ County, Michigan
Notary's Signature _____

Grantor(s): City of Troy

By: _____
Name: M. Aileen Dickson
Title: City Clerk

Acknowledged before me in _____ County, Michigan, on _____, 2022, by: M. Aileen Dickson, Its: City Clerk for City of Troy, a Michigan municipal corporation.

Notary's Stamp _____ Acting in _____ County, Michigan
Notary's Signature _____

EXHIBIT "A"

Property Description

T2N, R11E, SEC 22 REPLAT OF OUTLOT A OF BIG BEAVER LOT 95

Property Description

T2N, R11E, SEC 22 SUPERVISOR'S PLAT NO 26 LOTS 25, 26 & 27 EXC W 22 FT TAKEN FOR RD, ALSO LOTS 1 & 2 EXC N 50 FT OF BOTH OF 'SUPERVISOR'S PLAT NO. 6', ALSO LOTS 96 TO 100 INCL OF 'REPLAT OF OUTLOT A OF BIG BEAVER', ALSO PART OF W 1/2 OF SEC BEG AT PT DIST N 00-03-00 W 2597.50 FT FROM SW SEC COR, TH N 00-03-00 W 165 FT, TH N 89-59-20 E 1325.69 FT, TH S 00-20-50 W 165 FT, TH S 89-59-20 W 1324.53 FT TO BEG EXC W 75 FT TAKEN FOR RD 11-17-10 FR 010,326-001,002 012 & 013

Parent Parcel: #88-20-22-301-011

