

**DTE ALLEY VACATION PETITION LANGUAGE
TO INCLUDE IN CITY COUNCIL RESOLUTION**

First said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alley herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public alley in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth.

Second, said utility easement or right-of-way in and over said vacated alleys herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easements or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easements with any necessary equipment to perform the above-mentioned tasks, with the understanding that the utility companies shall use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition.

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary easement perimeter fence) shall be built or places upon said easement, nor change of surface grade made, without prior approval of the City Engineering Department (DPW).

Fourth, that if the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of any existing poles or other utilities in said easement, such owners shall pay all cost incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, that if any existing utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility, and be it further.

PROVIDED, that an easement, the full width of the existing rights-of-way, is reserved for the DTE Electric Company (DTE) for the purpose of installing, maintaining, repairing,

removing, or replacing any overhead and underground utilities facilities which may consist of underground tunnels, underground vaults, pipelines, poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers, and accessories (collectively DTE Facilities) with the right of ingress egress at any time to, and over said easements for the purpose above set forth, and further (“Utility Easement”).

PROVIDED, that free and easy access (i.e. gated access with DTE locks at all ends of the easement) to the DTE Facilities and within the Utility Easement is reserved for DTE equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the DTE Facilities, and further.

PROVIDED, that said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including fences, porches, patios, balconies, etc., shall be built upon or over said Utility Easement, or that no grade changes or storage of materials shall be made within said Utility Easement without prior written approval and agreement of DTE, and further.

PROVIDED, that if at any time in the future, the owners of any lost abutting said vacated alleys shall request the removal and/or relocation of the aforementioned utilities in said Utility Easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if any DTE Facilities in said Utility Easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for all cost incident to the repair of such broken or damaged any DTE Facilities, and shall also be liable for claims for damages resulting from his/her actions, and further.

PROVIDED, after completion of any work in the Utility Easement, DTE will restore paved surfaces that consist of asphalt with 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. DTE shall have no liability, however, for the restoration or cost of any improvements located within the Utility Easement, 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 DTE) that are damaged by DTE in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining DTE Equipment within the Utility Easement, and further

PROVIDED, that the City of Detroit Planning and Development Department is hereby authorized and directed to issue a “Quit Claim Deed” for land dedicated to the City of Detroit January 2, 1884, for public alley purposes, said land described as: [description to be inserted by City of Detroit Clerk]

PROVIDED, that the City Clerk shall within 30 days record certified copy of this resolution with the Wayne County Register of Deeds.

A waiver of reconsideration is hereby respectfully requested of your Honorable Body.