

DTE Electric Company Underground Easement (Right of Way) No. 74476380-74476393

On _____, 2026, for the consideration of system betterment, 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: City of Ann Arbor, a Michigan municipal corporation, whose address is 301 East Huron Street, Ann Arbor, Michigan, 48104

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

"Grantor's Land" is in Northwest ¼ Section 30, TOWN 2 SOUTH, RANGE 6 EAST in the City of Ann Arbor, County of Washtenaw, and State of Michigan, and is described as follows:

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

Tax Identification Numbers: 09-09-30-216-001

More commonly known as: 2150 Jackson Ave., Ann Arbor, Michigan, 48103

The "Right of Way Area" is a twelve (12') foot easement on part of Grantor's Land. The Grantee's facilities shall be installed on Grantor's Land in the location described as follows:

EASEMENT DRAWING IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate, and maintain underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers, and accessories.

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. Notwithstanding any other provision of this easement, Grantee acknowledges that the easement passes under parking shelters and a public pool area, including but not limited to fencing, an in-ground pool and appurtenances thereto, a pool deck, and a waterslide, and Grantee consents to these structures remaining in place permanently. If Grantee requires temporary removal of the aforementioned structures, Grantee shall notify Grantor and allow Grantor the reasonable opportunity to conduct the temporary removal unless infeasible due to emergency. Grantee shall not require such temporary removal during the public pool season, currently between May 1st through September 15th of each year except in cases of emergency repair

work or upon advance written permission or request of Grantor. In no circumstances shall Grantee require or cause the removal of any part of the in-ground pool structure. Grantee acknowledges that Grantor's Land is a secure facility, and Grantee must comply with all security requirements and obtain advance permission from Grantor for any access to Grantor's Land or the Right of Way Area. 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, therefore.

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 remove any structures, improvements, fences, buildings or landscaping 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 shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas. Grantee shall not without prior, written approval from Grantor, use any chemical or biological control. Grantee shall remove from Grantor's Land all vegetation that is trimmed or cut, including all woodchips and debris.

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. Grantee shall comply with all applicable federal, state, and local environmental laws and regulations in all activities undertaken pursuant to this easement. If there is spillage or discharge, as a result of Grantee's activities, of oil, gas, gasoline or other toxic or potentially hazardous materials, or any other contamination, Grantee shall provide all clean-up and remediation to make the contaminated area safe for the public at Grantee's expense.

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.

{Signature block on Following Page}

Grantor: City of Ann Arbor, municipal corporation

By (sign): _____
Name: Christopher Taylor
Title: Mayor

By (sign): _____
Name: Jacqueline Beaudry
Title: City Clerk

Acknowledged before me in _____ County, Michigan on _____, 2026, by
Christopher Taylor and Jacqueline Beaudry Mayor and City Clerk of City of Ann Arbor, municipal corporation.

Notary's
Stamp _____

Notary's
Signature _____

Acting in _____ County, Michigan

Print Name _____

Drafted by and when recorded, return to: Bleu Carter, DTE, P.O. Box 1290, Novi Rd., Novi MI 48376-1290
PLEASE COMPLETE USING BLACK or DARK BLUE INK

EXHIBIT "A"

Commencing at the northwest corner of Section 30, Town 2 South, Range 6 East, Ann Arbor Township, Washtenaw County, Michigan, and running thence along the west line of said Section south $0^{\circ}-39'-30''$ west 151.28 feet: for a place of beginning; thence along the center line of Dexter Road south $68^{\circ}-30'-00''$ east 1371.43 feet; thence along the west line of Fairview Heights Subdivision south $0^{\circ}-01'-30''$ west 505.79 feet; thence along the north line of Periwinkle Park Subdivision south $89^{\circ}-56'-00''$ west 190.9 feet; thence along the west line of Periwinkle Park Subdivision south $0^{\circ}-10'-00''$ west 674.14 feet to the north line of Jackson Road, a circular curve concave to the north of radius 6391.88 feet; thence along the arc of said curve subtended by a chord that bears south $84^{\circ}-51'$ west 287.54 feet to the tangent point of said curve; thence continuing along the north line of Jackson Road south $86^{\circ}-08'-30''$ west 249.90 feet to the beginning of a circular curve concave to the north of radius 2595.91 feet; thence continuing along the arc of said curve subtended by a chord which bears north $87^{\circ}-48'-30''$ west 547.10 feet; thence along the east line of said Section north $0^{\circ}-02'-00''$ west 1671.34 feet to the north east corner of Section 25, Town 2 South, Range 5 East; thence north $0^{\circ}-39'-30''$ east 3340 feet along the east line of said Section 30 to the place of beginning, containing 39.75 acres of land more or less and being part of the northwest $\frac{1}{4}$ of said Section 30.

NW ¼ COR SECTION 30
T2S, R6E, CITY OF ANN
ARBOR

S0°39'30"W 151.28'

EASEMENT DESCRIPTION:

THE CENTERLINE OF A 12' WIDE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 30, T2S, R6E, CITY
OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, THENCE S00°39'30"W
ALONG THE WEST LINE OF SAID SECTION; THENCE S68°30'00"E 1371.43
FEET; THENCE S00°01'30"W 505.79 FEET; THENCE S89°56'00"W 190.90
FEET; THENCE S00°10'00"W 464.11 FEET TO THE POINT OF BEGINNING;
THENCE N89°50'00"W 115.43 FEET TO POINT "A"; THENCE CONTINUE
N89°50'00"W 38.80 FEET; THENCE S60°45'45"W 234.68 FEET; THENCE
S86°23'26"W 163.00 FEET TO THE POINT OF ENDING; ALSO, BEGINNING AT
POINT "A"; THENCE S02°12'52"E 62.25 FEET TO THE POINT OF ENDING.

DTE WORK ORDER #74476380 SRW #744763393

S68°30'00"E 1371.43'

EXHIBIT "B"

S0°02'00"W 1671.34'

09-09-30-216-001
2130 AND 2150 JACKSON AVE
CITY OF ANN ARBOR

S0°01'30"W 505.79'

S89°56'00"W
190.90'

POINT OF BEGINNING
POINT "A"

N89°50'00"W
38.80'

S2°12'52"E 65.25'

N89°50'00"W
115.43'

S60°45'45"W 234.68'

S0°10'00"W 674.14'

2150
POINT OF
ENDING
S86°23'26"W 163.00'

POOL AREA

SOLAR PANELS

SOLAR PANELS

2130

L=547.10
R=2595.91'
CH=S87°48'30"W 547.10'

S86°08'03"W 249.20'

JACKSON AVE.

L=287.54
R=6391.88
CH=S84°51'00"W 287.54'



**CITY OF ANN ARBOR
PUBLIC SERVICES**
301 EAST HURON STREET
P.O. BOX 8647
ANN ARBOR, MI 48107-8647
734-794-6410
www.a2gov.org

REV. NO.	DATE	DRAWN BY	CHECKED BY
DTE ELECTRIC EASEMENT			
DR. MS	CH.	DRAWING NO.	
SCALE 1"=100'	DATE 8/27/2025		