

that petitioner assumes full responsibility for any and all claims, damages or expenses that may arise by reason of the granting of said petitioner, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Ayers, Castaneda-Lopez, Leland, McCalister, Jr., Sheffield, Spivey, Tate and President Jones — 8.

Nays — None.

**Department of Public Works  
City Engineering Division**

February 22, 2019

Honorable City Council:

Re: Petition No. 657 — Department of Public Works, City Engineering Division, request to dedicate a Public Easement in the area bounded by Warren, Canyon, Mack and Radnor.

Petition No. 657 — Department of Public Works, City Engineering Division, request to dedicate a public access easement, 10 feet wide, adjoining part of a public alley, 20 feet wide running from Mack Avenue, 120 feet wide to Canyon Avenue, 60 feet wide, and lying south of Warren Avenue, 105 feet wide and east of Radnor Avenue, 70 feet wide.

The petition was referred to the City Engineering Division — DPW for investigation (utility review) and report. This is our report.

The request is being made as part of a commercial development known as EZ Storage at 18145-18147 Mack Avenue. On February 6, 2011, your Honorable Body approved the rezoning classification for 18145 and 18147 Mack Avenue from a B4 (General Business District) and a P1 (Open Parking District) into a PD (Planned Development District). The approval was subject to several conditions including the execution of a Maintenance Agreement with the City of Detroit Department of Public Works — City Engineering Division with respect to the 20 foot wide north-south alley adjacent to 18145 and 18147 Mack Avenue. The Maintenance Agreement was executed and recorded August 5, 2011 in Liber 49309, pages 542-573, Wayne County Records.

At this time "EZ storage" aka Mack Avenue Investors, LLC wants to grant to the City of Detroit an Easement for Public Access and Use. The existing Maintenance Agreement will be amended to include the subject easement area. The request was approved by City Engineering

— DPW and the City of Detroit Law Department.

I am recommending adoption of the attached resolution.

Respectfully submitted,  
RICHARD DOHERTY, P.E.

City Engineer

City Engineering Division — DPW

By Council Member Ayers:

Whereas, Mack Avenue Investor, LLC a/k/a "EZ Storage" is the owner of interest in 18155 Mack Avenue, which is located on the southeast side of a 20 foot wide public alley and wishes to grant to the City of Detroit a 10 foot wide perpetual easement for public access and use; and

Whereas, The easement agreement has the approval of the Law Department and Department of Public Works — City Engineering Division; and

Whereas, Mack Avenue Investor, LLC a/k/a "EZ Storage" as the owner of interest wishes to amend the existing Maintenance Agreement to the City of Detroit to also include the 10 foot wide perpetual easement for public access and use; Now, Therefore Be It

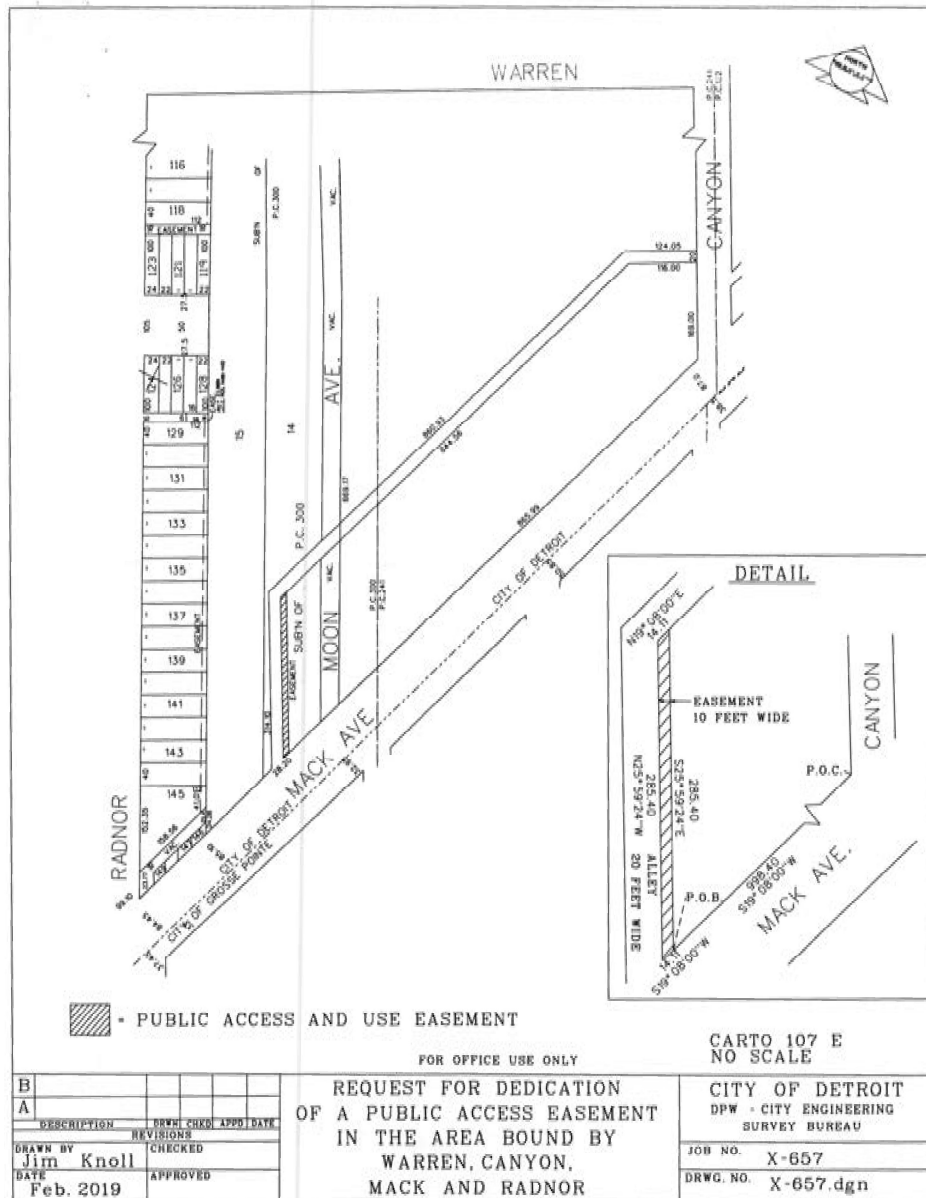
Resolved, That the 10 foot wide strip of land described as: Land in the City of Detroit, Wayne County, Michigan being part of Lot 13 of "Plat and Survey of Private Claim 300" as recorded in Liber 221 of Deeds, Pages 332 and 333, Wayne County Records; Commencing at the intersection of the northwesterly line of Mack Avenue, 120 feet wide, and the southwesterly line of Canyon Avenue, 60 feet wide; thence S19°08'00"W 998.40 feet along the northwesterly line of Mack Avenue to the Point of Beginning; thence continuing S19°08'00"W 14.11 feet along the northwesterly line of said Mack Avenue; thence N25°59'24"W 285.40 feet; thence N19°08'00"E 14.11 feet; thence S25°59'24"E 285.40 feet to the Point of Beginning.

Be and the same is hereby granted to and accepted by the City of Detroit as an Easement for Public Access and Use, subject to the following provisions:

Provided, That Mack Avenue Investor, LLC a/k/a "EZ Storage" amend the adjoining alley Maintenance agreement to include the Easement for Public Access and Use; and further,

Provided, That the Agreement granting the Easement for Public Access and Use is approved by the City of Detroit Law Department; and further,

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



**EASEMENT FOR PUBLIC ACCESS AND USE**

This Easement for Public Access and Use ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by GPR Properties, LLC, Michigan limited liability company, whose address is 2000 Town Center, Ste. 1500, Southfield, Michigan 48075 ("Grantor"), to and for the benefit of the City of Detroit, a Michigan municipal corporation, by and through its Department of Public Works, whose address is 2 Woodward Avenue, Suite 601, Detroit, Michigan 48226 ("Grantee").

**RECITALS:**

A. Grantor is the owner of fee simple title in and to the real property described and shown on the attached Exhibit A ("Easement Parcel").

B. Grantor and EZ Storage 18155, LLC, a Delaware limited liability company ("EZ Storage"), have entered into a Land

Contract, dated as of October 12, 2018 ("Land Contract"), to sell the Easement Parcel, together with certain additional adjacent land, to EZ Storage.

C. Grantor is desirous of granting to Grantee a 10' wide perpetual easement on the Easement Parcel for the purposes set forth herein and subject to the terms hereof, and EZ Storage desires to consent to this Easement as set forth below.

Now, Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Easement Parcel. Grantor owns land in the City of Detroit, County of Wayne, Michigan as described on the attached Exhibit A ("Easement Parcel").

2. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual public access and use easement for the purpose of vehicular and pedestrian access.

3. Grantor Covenants. Grantor covenants and agrees that: (a) Grantor will not erect, construct or permit any building or permanent structure, or part thereof, of any nature whatsoever, within or upon the Easement Parcel at any time without the prior consent of the Grantee; (b) Grantor will keep the Easement Parcel free of any and all obstructions or obstacles (such as, but by no means limited to, walls, fences, trees, or pavement) which could impede the free and easy access by the Grantee to the Easement Parcel; (c) Grantor will not alter or allow to be altered the grade or elevation of the land within the Easement Parcel without the prior written consent of the Grantee; (d) Grantor's use of the Easement Parcel will not in any way materially interfere with Grantee's use of the Easement Parcel as anticipated.

4. Grantor's Warranties and Representations. Grantor, for itself and its successors and assigns, warrants and represents to Grantee and its agents, successors and assigns as follows, knowing and intending that Grantee will rely on the same: (a) Grantor, together with EZ Storage, have the sole, lawful and exclusive possession of the Easement Parcel and any and all other property, rights, title or interests conveyed, transferred, granted, and assigned hereby; (b) except for the Permitted Exceptions referenced on Exhibit B attached hereto, there are not presently any mortgages, liens, leases or other encumbrances on the title to the Easement Parcel, and no other person claiming any right, title, or interest therein; (c) Grantor, and the person signing this Agreement on behalf of Grantor, each has the requisite rights, power and authority to execute and deliver this Agreement; (d) Grantor has the requisite rights, power, authority and ability to make and perform the grants, conveyances, promises and obligations evidenced hereby.

5. Indemnification. EZ Storage agrees to indemnify, save, and hold harmless Grantee, its officers, employees, agents, successors and assigns, from any and all claims and/or liability, whether in law or in equity, in connection with or arising out of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claims and/or liability arise out of the negligent acts or misconduct of EZ Storage or its agents or representatives. Furthermore, EZ Storage shall bear all costs and expenses of defending any claim or suit brought against Grantee, its officers, employees, agents, successors and assigns, by reason of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claim or suit is due to the negligent acts or misconduct of EZ Storage or its agents or representatives. Notwith-

standing the foregoing, EZ Storage's indemnification of Grantee shall not apply to liability attributable solely to Grantee's gross negligence or willful misconduct.

6. Duration. The Easement granted hereby is perpetual, shall run with the land, and will bind and inure to the benefit of the Grantee and its successors and assigns.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. Successors and Assigns. The Easement shall be binding upon the successors and assigns of both the Grantor and the Grantee; provided, however, that Grantee may not assign its rights under this Easement without the prior written consent of Grantor.

In Witness Whereof, The Grantor, by and through its authorized officers and representatives, has executed this Easement as of the first above written.

**Grantor:**  
GPR PROPERTIES, LLC  
a Michigan limited liability company

By: GINA MARIE RUSSO  
Gina Marie Russo  
Manager

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me on November 20, 2018, by Gina Marie Russo, the Manager of GPR Properties, LLC, a Michigan limited liability company, on behalf of such company.

PHYLLIS A. MENKEN  
Notary Public, Oakland County, MI  
My commission expires:  
October 31, 2022

Drafted by and When Recorded Return to:  
Cheryl Smith-Williams, Esq.  
Assistant Corporation Counsel  
City of Detroit Law Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 500  
Detroit, Michigan 48226

**CONSENT OF  
LAND CONTRACT PURCHASER**

The undersigned, as Purchaser under that certain Land Contract dated as of October 12, 2018, by and between the undersigned and GPR Properties, LLC, a Michigan limited liability company, hereby consents to the foregoing Easement.

EZ STORAGE 18155, LLC  
a Delaware limited liability company

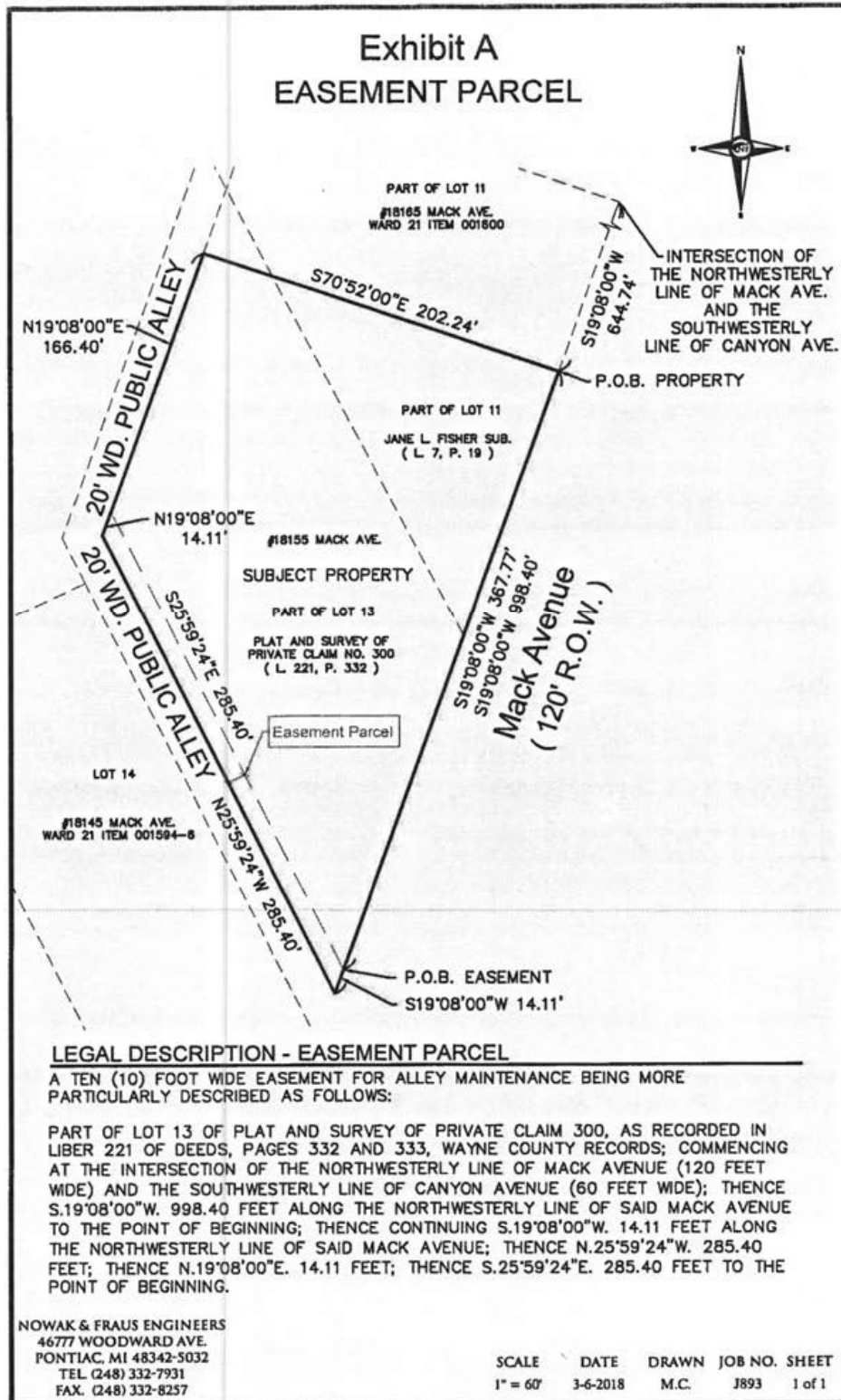
By: STEPHEN M. NOLAN  
Stephen M. Nolan  
Manager

STATE OF TEXAS )  
 )ss.  
COUNTY OF TARRANT )

The foregoing instrument was acknowledged before me on November 14, 2018, by Stephen M. Nolan, the Manager of EZ Storage 18155, LLC, a Delaware limited liability company, on behalf of such company.

DANA D. LEMKE  
Notary Public, Tarrant County, TX  
My commission expires:  
April 23, 2022

Exhibit A  
Easement Parcel Description



**Exhibit B  
Permitted Exceptions**

1. Taxes and assessments that are not yet due and payable.
  2. Corrective Action Notice recorded in Liber 31326, Page 628, Wayne County Records.
  3. Agreement of Proposed Easement Agreement recorded in Liber 49303, Page 63, Wayne County Records.
  4. Covenant not to compete recorded in Liber 49567, Page 997, Wayne County Records.
  5. Easement Agreement dated October 12, 2018 between EZ Storage 18155, LLC and 18165 Mack Avenue LLC recorded in Liber 54685, Page 26, Wayne County Records.
  6. Memorandum of Land Contract dated October 12, 2018 between GPR Properties, LLC and EZ Storage 18155, LLC recorded in Liber 54685, Page 23, Wayne County Records.
- Adopted as follows:  
Yeas — Council Members Ayers, Castaneda-Lopez, Leland, McCalister, Jr., Sheffield, Spivey, Tate and President Jones — 8.  
Nays — None.

**RESOLUTION URGING MARATHON PETROLEUM COMPANY TO SUBMIT A SUPPLEMENTAL ENVIRONMENTAL PROJECT PROPOSAL AS PART OF CORRECTING VIOLATIONS REPORTED IN THE FEBRUARY 22, 2019 VIOLATION NOTICE FROM MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)**

By Council Member Castaneda-Lopez:  
WHEREAS, In Detroit many low-income communities of color are located near concentrated areas of major stationary sources of pollution. The severe, adverse impacts of air pollution disproportionately fall on poor and People of Color populations and can lead to severe negative health impacts such as increased rates of asthma, nuisances and other adverse consequences; and  
WHEREAS, Residents living in these front line communities have long been concerned that air quality is not adequately protected or enforced, violations are not severely punished, and even when regulatory enforcement action is taken it fails to provide adequate remedies to those affected, or deterrence to polluters; and  
WHEREAS, After numerous complaints by residents of Southwest Detroit on and around February 2 and 3, 2019, officials from the Michigan Department of Environmental Quality (MDEQ) investigated a recent flare incident at Marathon's Detroit refinery that emitted powerful, nauseating odors. MDEQ issued a formal violation notice that included findings of

odors of sufficient frequency, duration and intensity to violate Rule 901(b) of the State administrative rules, when vent gases were not properly combusted; and

WHEREAS, If MDEQ determines that such a violation of an air standard has occurred, the violator is given an opportunity to enter into a formal consent agreement to correct the violation. Such an agreement can provide monetary and other relief, such as operational, maintenance or monitoring requirements, or a Supplemental Environmental Project (SEP); and

WHEREAS, An SEP is an environmentally beneficial project that a violator may agree to undertake as part of the terms of a consent agreement. Some examples of SEPs are air filtration systems for nearby schools to protect or improve indoor air quality, or vegetative green buffers to minimize obvious effects of pollutants and noise; and

WHEREAS, In Michigan, monetary penalties for violating air quality standards go to the State general fund, rather than to the front line communities who are most affected by pollution. The inability of neighboring communities to receive direct benefits from funds assessed as fines often leads residents of these communities to prefer an SEP rather than merely monetary fines; and

WHEREAS, According to the MDEQ's SEP policy, the violator may propose a SEP in lieu of a portion of the monetary penalty. MDEQ has discretion to approve or disapprove of the proposed SEP. Both MDEQ and the United States Environmental Protection Agency (EPA) policies encourage considering community input in developing SEP proposals; and

NOW, THEREFORE, BE IT

RESOLVED, That Detroit City Council strongly urges Marathon Petroleum Company to submit a Supplemental Environmental Project proposal as part of correcting violations reported in the February 22 Violation Notice from MDEQ; and

BE IT FURTHER

RESOLVED, That copies of this resolution will be provided to Wayne County Executive Warren Evans, Michigan Governor Gretchen Whitmer, the Director of the Michigan Department of Environment, Great Lakes and Energy, the Director of the United States Environmental Protection Agency, members of the Detroit delegation in the State Legislature, and members of the Michigan delegation in Congress.

Adopted as follows:

Yeas — Council Members Ayers, Castaneda-Lopez, Leland, McCalister, Jr., Sheffield, Spivey, Tate and President Jones — 8.  
Nays — None.

\*WAIVER OF RECONSIDERATION (No. 24) Per motions before adjournment.