

**Department of Public Works
City Engineering Division**

April 19, 2005

Honorable City Council:

Re: Petition No. 3170—Detroit Building Group, L.L.C., for encroachment into public rights-of-way in the area of E. Ferry and Woodward.

Petition No. 3170 of the "Detroit Building Group, L.L.C.," at 672 Woodbridge, Ste. 110, Detroit, Michigan 48226, on behalf of "Kirby Parking Structure, L.L.C.," request to install and maintain caisson encroachments within a portion of the easterly right-of-way of Woodward Avenue, 120 feet wide, and a portion of the southerly right-of-way of East Ferry Avenue, 80 feet wide, being at the southeast corner of said Woodward and E. Ferry Avenue(s), for the proposed construction of a new 5 level, approximately 330 car parking structure to be attached to the north of the existing Park Shelton condominiums.

The "Kirby Parking Structure, L.L.C.," intends to install and maintain caissons, that will encroach 2'-0" x 4'-0" into the south line of E. Ferry and 2'-0" x 170'-0" into the east line of Woodward Avenue.

The petition was referred to the City Engineering Division — DPW for investigation and report. This is our report:

The Traffic Engineering Division — DPW reports no objections with the requested encroachments provided that the grade and surface shall be maintained in its original condition after the completion of the caisson installation and a minimum clearance of 8 feet shall be maintained between road surface and caisson top surface.

The Public Lighting Department (PLD) reports having underground fed street lighting circuit and hand holes, in the proposed area of encroachments. The conduit bank contains high voltage cables giving power to the streetlights. The PLD needs 24-hour unrestricted easement rights with heavy vehicle access to its installations. Any construction activities in the encroachment area, shall be done by protecting PLD installations, per PLD specifications. Any proposed structures shall maintain a clearance acceptable to the PLD. The property owner and its contractor will be liable for any damage to PLD installations.

The Detroit Water and Sewerage Department (DWSD) reports an existing 18" x 24" sewer main in the vicinity of the caisson encroachments.

The DWSD has no objection to the proposed encroachment provided that the provisions of the attached resolution are followed.

All other involved City departments and privately owned utility companies have

reported no objections or that satisfactory arrangements have been made.

Respectfully submitted,

WILLIAM TALLEY

Head Engineer

City Engineering Division-DPW

By Council Member K. Cockrel, Jr.:

Resolved, The City Engineering division-DPW is hereby authorized and directed to issue permits to the "Detroit Building Group, L.L.C.," at 672 Woodbridge, Ste. 110, Detroit, Michigan 48226, on behalf of "Park Shelton Associates, L.P.," 23800 W. 10 Mile Rd., Ste. 220, Southfield, MI 48034 request to install and maintain caisson encroachments within a portion of the easterly right-of-way of Woodward Avenue, 120 feet wide, and a portion of the southerly right-of-way of East Ferry Avenue, 80 feet wide, being at the southeast corner of said Woodward and E. Ferry Avenue(s), for the proposed construction of a new 5 level, approximately 330 car parking structure to be attached to the north of the existing Park Shelton condominiums. The "Park Shelton Associates, L.P.," intends to install and maintain caissons, that will encroach 2'-0" x 4'-0" into the south line of E. Ferry and 2'-0" x 170'-0" into the east line of Woodward Avenue, adjacent to the following described property:

Land in the City of Detroit, Wayne County, Michigan, being a part of the "Plat of D M. Ferry's Subdivision of Park Lot 41, also showing John R. St. from the south line of Park Lot 40 to the south line of Palmer Avenue", as recorded in Liber 10, Page 4, Plats, Wayne County Records, being more particularly described as:

Beginning at the intersection of the Easterly right-of-way line of Woodward Avenue, 120 feet wide, and the Southerly right-of-way line of East Ferry Avenue, 80 feet wide, and proceeding along said Easterly line of Woodward Avenue, also being the Westerly line of Lots 25 & 26 of said "Plat of D.M. Ferry's Subdivision of Park Lot 41", as recorded in Liber 10, Page 4, Plats, Wayne County Records, S.26°22'11"E., 171.45 feet; thence S.63°37'49"W., 2.00 feet; thence N.26°22'11"W., 173.33 feet; thence N.60°12'18"E., 118.84 feet; thence S.29°49'44"E., 2.00 feet; thence along said Southerly line of Ferry Street also being the Northerly line of said Lot 25 of said "Plat of D.M. Ferry's Subdivision of Park Lot 41", as recorded in Liber 10, Page 4, Plats, Wayne County Records, S.60°12'18"W., 116.96 feet to the point of beginning, and

Whereas , The Traffic Engineering Division-DPW reports no objections with the requested encroachments provided that the grade and surface shall be maintained in its original condition after the completion of the caisson installation and a minimum clearance of 8 feet shall be

maintained between road surface and caisson top surface, and

Whereas, The Public Lighting Department (PLD) reports having underground fed street lighting circuit and hand holes, in the proposed area of encroachments. The conduit bank contains high voltage cables giving power to the street-lights, and

Whereas, The Detroit Water and Sewerage Department (DWSD) reports an existing 18" x 24' sewer main in the vicinity of the caisson encroachments, and

Provided, 24-hour unrestricted easement rights, with heavy vehicle access is reserved for the Public Lighting Department (PLD) to its installations, and further

Provided, Any construction activities in the encroachment area, shall be done per PLD specifications, protecting PLD installations, and further

Provided, Any proposed structures shall maintain a clearance acceptable to the PLD, and further

Provided, The property owner and its contractor shall be liable for any damage to PLD installations; and further

Provided, That the Detroit Water and Sewerage Department (DWSD) forces shall have free and easy access to the water main and/or sewer facilities at all times to permit proper operation, maintenance and if required, alteration or repair of the water main and/or sewer facilities. Free and easy access shall mean that no structures or storage of materials will be allowed upon the area of encroachment to hinder the movement of maintenance equipment; and further

Provided, Should the water main and/or sewer facilities be broken or damaged as a result of any action on the part of the petitioner or assigns, then in such event the petitioner or assigns shall be liable for all costs incident to the repair of such broken or damaged water main and appurtenances, and waives all claims for damages; and further

Provided, The Detroit Building Group, L.L.C., at 672 Woodbridge, Ste. 110, Detroit, Michigan 48226, on behalf of "Park Shelton Associates, L.P." or its assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detailed permit application drawings submitted to the City Engineering Division-DPW prior to any public right-of-way construction; and further

Provided, That the necessary permits shall be obtained from the City Engineering Division-DPW and the Buildings and Safety Engineering

Department. The encroachments shall be constructed and maintained under their rules and regulations; also in accord with plans submitted to and approved by these departments; including the Public Lighting Department (if necessary), the Water and Sewerage Department (if necessary), and the Traffic Engineering Division-DPW (if necessary; and further

Provided, That all costs for the construction, maintenance, permits and use of the encroachments shall be borne by the "Park Shelton Associates, L.P.," or its assigns; and further

Provided, That all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments, shall be borne by the "Park Shelton Associates, L.P.," or its assigns. Should damages to utilities occur the "Park Shelton Associates, L.P.," or its assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

Provided, If it becomes necessary to repair or replace the utilities located or to be located within the public rights-of-way, by acceptance of this permission, the "Park Shelton Associates, L.P.," (owners) for themselves, or their assigns, (by acceptance of permits for construction near underground utility lines, conduits, or mains) waives all claims for damages to the encroaching installations and agree to pay all costs incurred in their removal (or alteration), if removal (or alteration) becomes necessary; and further

Provided, That the "Park Shelton Associates, L.P.," shall file with the Finance Department an indemnity agreement in form approved by the Law Department (COPY ATTACHED TO THIS RESOLUTION). The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance by the "Park Shelton Associates, L.P.," of the terms thereof. Further, the "Park Shelton Associates, L.P.," shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and further

Provided, The property owned by the "Park Shelton Associates, L.P.," or its assigns and the encroachments shall be subject to proper zoning or regulated use (Board of Zoning Appeals Grant); and further

Provided, That no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed

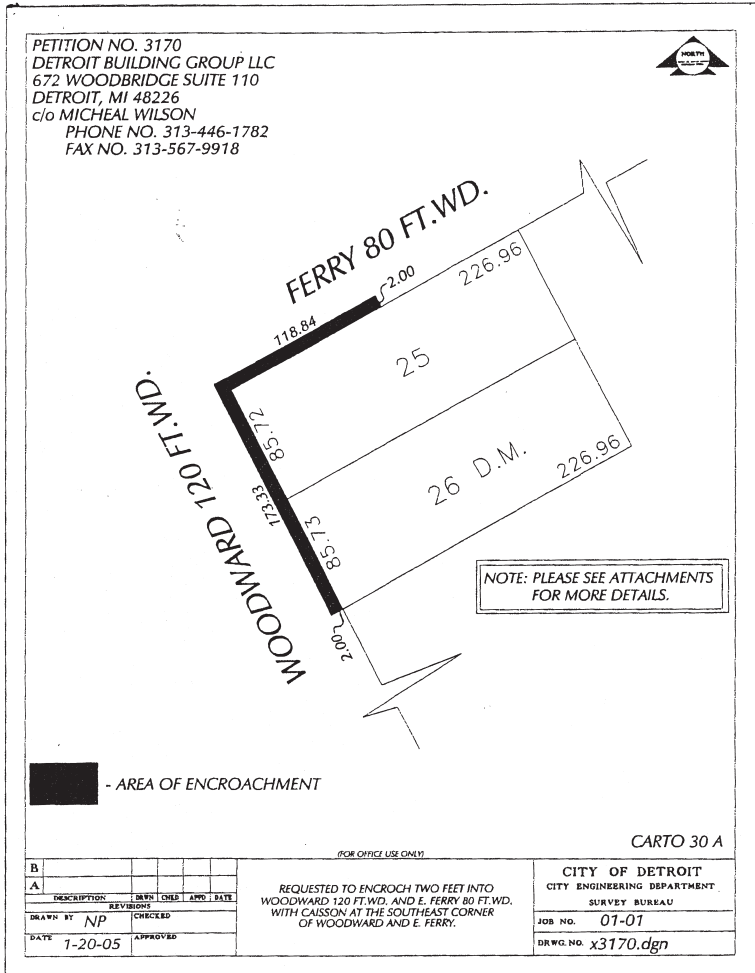
by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division-DPW; and further

Provided, This resolution is revocable at the will, whim or caprice of the City Council, and the "Park Shelton Associates, L.P.," acquires no implied or other privileges hereunder not expressly stated herein, however, there shall be no revocation or termination of the permit to allow the encroachments without a resolution from the Detroit City Council direct-

ing such revocation or termination before revoking such permit, the City Council may consider engineering reports and studies from City departments and owners of the encroaching structures; and further

Provided, That the encroachment permit shall not be assigned or transferred without the written approval of the City Council; 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.



WRITTEN ACCEPTANCE OF THE TERMS AND CONDITIONS OF DETROIT CITY COUNCIL RESOLUTION PETITION NUMBER 3170

Park Shelton Associates L.P., a Michigan limited partnership ("Permittee"), whose address is 23800 W. 10 Mile Road, Suite 220, Southfield,

Michigan 48034, does hereby accept their terms and conditions of the City Council Resolution granting petition Number 3170 and agrees to comply with its requirements; and further, that pursuant to said resolution, Permittee does hereby agree to save harmless the City of Detroit (the "City") from any and all lia-