

SHERWOOD

**Industrial Development District
In accordance with PA 198 of 1974
for
Integrated Manufacturing and
Assembly, LLC
Street Address Number, 6555 E.
Davison a/k/a Tax Parcel Number
15/003805**

**Bordered on the South by E. Davison
Avenue, on the East by Sherwood
Avenue, on the North by Nevada
Avenue, and on the West by the
Michigan Central Railroad R.O.W.**

Land in the City of Detroit, County of Wayne and State of Michigan being part of the Southwest 1/4 of Section 9, Town 1 South, Range 12 East, and being more particularly described as;

Beginning at the intersection of the East line of the Michigan Central Railroad Right of Way and the North line of E. Davison Avenue, thence North 0° 23' West 444.35 feet, thence North 89° 52' East, 549.20 feet to the West line of Sherwood Avenue; thence South 0° 06' East, 443.73 feet to the North line of E. Davison Avenue; thence South 89° 51' West, 546.70 feet back to the point of beginning.

This described parcel contains an approximate area of 243,312 Square Feet, or 5.58 Acres more or less.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President Conyers — 8.

Nays — None.

**Department of Public Works
City Engineering Division**

December 2, 2008

Honorable City Council:

Re: Petition No. 1998 — Model T Automotive Heritage Complex Inc., request encroach into Piquette Avenue with concrete steps.

Petition No. 1998 of "Model T Automotive Heritage Complex Inc." whose address is 140 Edison Avenue, Detroit, Michigan 48202 request permission to construct and maintain concrete steps within Piquette Avenue, 80 feet wide, between Brush Street, 60 feet wide and Beaubien Avenue, 60 feet wide. This is the final construction to the renovation of the Historic Ford Piquette Plant.

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

Traffic Engineering Division — DPW reports that there must be a clearance of 11-1/2 feet between the south edge of the

enhancement and/or steps and the north edge of the existing curb.

The Public Lighting Department (PLD) reports no structure or barricade can be built over PLD installations or on existing utility easement areas. As per PLD requirements, any structure proposed to be built shall maintain 4-1/2 feet horizontal clearance from the PLD conduit bank and manholes, also 12-inch vertical clearance for the overhead PLD lines and installations. The contractor should take necessary precautions not to damage PLD manhole and conduit banks. The contractor will be liable for and damages to any PLD underground Facilities. PLD required unrestricted easement rights with 24 hours heavy vehicles access to the requested area of encroachment.

All other involved City departments and privately owned utility companies request the petitioner(s) make use of "Miss Dig" facilities before the construction of the concrete steps. There is an appropriate resolution, granting the encroachment petition, attached for consideration by our Honorable Body.

Respectfully submitted,
JESSY JACOB
City Engineer

City Engineering Division—DPW
By Council Member Collins:

Resolved, The City Engineering Division — DPW is hereby authorized and directed to issue permits to "Model T Automotive Heritage Complex Inc." to construct and maintain the concrete steps 5.00 feet by 10.00 feet into Piquette Avenue, 80 feet wide between Brush Street, 60 feet wide, and Beaubien Avenue, 60 feet wide; described as follows:

Lying within Piquette Avenue, 80 feet wide, being adjacent to and adjoining Lot 4 of the "Emily Campau's Subdivision of Fractional Part of Section No. 31 T. 1 S., R. 12 East" as recorded in Liber 3, Page 64 of Plats, Wayne County Records;

Encroachment to consist of concrete steps that will lead up to the Historic Ford Piquette Plant, the concrete steps dimension is 5.00 feet by 10.00 feet. This encroachment is the final renovations to the façade of the Historic Ford Plant. The encroachment is adjacent and/or abutting the above described parcel;

Provided, That there must be a clearance of 11-1/2 feet between the south edge of the enhancement and/or steps and the north edge of the existing curb, and be it further

Provided, That the Detroit Water and Sewerage Department 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 structure or storage of materials will be allowed

upon the area of encroachment to hinder the movement of maintenance equipment, and be it further

Provided, That 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 be it further

Provided, "Model T Automotive Heritage Complex Inc." 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 detail 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), and the Traffic Engineering Division — DPW (if necessary); and further

Provided, that all cost for the construction, maintenance, permits and use of the encroachments shall be borne by "Model T Automotive Heritage Complex Inc." 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 "Model T Automotive Heritage Complex Inc." or its assigns. Should damages to utilities occur "Model T Automotive Heritage Complex Inc." 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, "Model T Automotive Heritage Complex Inc." (owners) for themselves, or their assigns, (by acceptance of permits for construction near underground utility lines, conduits, or mains) waive 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 "Model T Automotive Heritage Complex Inc." shall file with the Finance Department and/or City

Engineering Division — DPW an indemnity in form approved by the Law Department. 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 "Model T Automotive Heritage Complex Inc." of the terms thereof. Further, "Model T Automotive Heritage Complex Inc." 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 "Model T Automotive Heritage Complex Inc." and the encroachment 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 "Model T Automotive Heritage Complex Inc." acquires no implied or other privileges hereunder not expressly stated herein; and further

Provided, That the encroachment permits 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 and indemnity agreement with the Wayne County Register of Deeds.

CITY OF DETROIT

INDEMNITY AGREEMENT

This agreement is entered into as of the 4th day of August, 2008, by and between the City of Detroit, a Municipal Corporation of the State of Michigan, Acting by and through its Finance Department ("City") and Model T Automotive Heritage Complex, Inc., a Michigan non-profit corporation with offices located at 461 Piquette Avenue, Detroit, MI 48202 ("Permittee").

Witnesseth:

1. Whereas, Permittee owns and operates a historic building as an automotive heritage museum and seeks an easement to encroach on the City right-of-way to replicate the original steps and sodding as part of its façade restoration project; and

2. Whereas, Permittee petitioned City Council in petition #1998 requesting an easement so that it could proceed with restoration; and

3. Whereas, City Council is granting permittee's request provided that it obtained an executed indemnification and

maintenance agreement satisfactory to the City law Department and filed the same with the Finance Department;

Now Therefore, Intending to be legally bound and as an inducement to the City to grant the requested easement, Permittee hereby enters into the following agreement.

I. DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead shall wherever they appear in this Agreement be construed as follows:

"Associates" shall mean in reference to the Permittee, its personnel, consultants, subcontractors, agents or any entities associated, affiliated or subsidiary to the Permittee, now existing or hereinafter created, their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through its Finance Department or any other department.

"Permit" means the document granted pursuant to the resolution of the Detroit City Council granting petition #1998.

"Permittee" shall mean the person(s) or entity(ies) permitted an easement pursuant to the resolution of the City Council granting petition #1998.

"Permitted Activities" means all activities allowed under any Permit granted to Permittee pursuant to the City Council's resolution granting petition #1998 including similar activities prior to the inception of the permit period and after its close.

II. INDEMNITY

Model T Automotive Heritage Inc., a Michigan Corporation, with offices located at 461 Piquette Avenue, Detroit, MI 48202 (Permittee), does hereby agree to accept the terms and conditions of the City Council Resolution granting Petition #1998, which authorizes the easement. Permittee agrees to comply with its requirements and, further, pursuant to said Resolution, Permittee does hereby agree to save harmless the City from any and all liabilities, obligations, penalties, costs, charges, losses, damages or expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City by reason of the issuance of said Permit, or the performance of non-performance by the Permittee of the terms of the Permit.

III. INSURANCE

3.01 The Permittee shall maintain, at a minimum and at its expense, during the term of this Permit the following insurance:

Type	Amount Not Less Than
a. Commercial	\$1,000,000.00
General Liability	each occurrence
Insurance	\$1,000,000.00
Broad Form	aggregate
Comprehensive)	

3.02 a. The commercial liability insurance policy shall name the "City of Detroit" as an additional insured and shall state that the *Permittee's* insurance is primary and not excess over any insurance already carried by the *City*.

b. If the commercial liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

3.03 If during the term of this *Permit* changed conditions or other pertinent factors should, in the reasonable judgment of the city render inadequate the insurance limits, the *Permittee* shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the *Permittee's* expense under valid and enforceable policies issued by insurers of recognized responsibility, which are well rated by national rating organizations and are acceptable to the *City*.

3.04 All insurance policies shall name the *Permittee* as the insured and provide a commitment from the insurer that such

policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the *City*. A certificate of insurance evidencing such coverage shall be in a form acceptable to the city. The certificate of insurance shall be submitted to the appropriate office in the City's Finance Department, Coleman A. Young Municipal Center, prior to the commencement of performance under this *Permit* and a least fifteen (15) day prior to the expiration dates of expiring policies.

3.05 The *Permittee* shall be responsible for payment of all deductibles contained in the insurance required hereunder. The provisions requiring the *Permittee* to carry the insurance required under this Agreement shall not be construed in any manner as waiving or restricting the liability of the *Permittee* under this Agreement.

IV. MAINTENANCE

4.01 The *Permittee* shall be responsible for all maintenance of the Marker including snow removal and repair of the sidewalk. All such maintenance must be performed in compliance with *City* ordinances and to the satisfaction of the *City* Engineer.

WITNESSES:

PERMITTEE:

Model T Automotive Heritage Complex, Inc.
a Michigan non-profit corporation

By: _____
Jerald A. Mitchell

Its: Chief Executive Officer

APPROVED BY LAW DEPARTMENT:

Corporation Counsel


8-26-08
Date

February 3

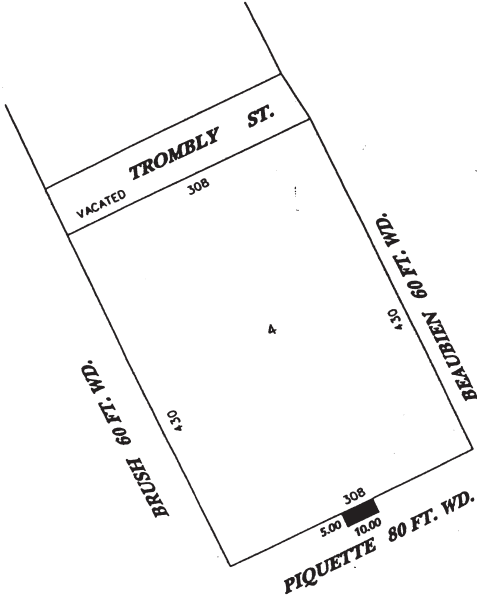
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2009

PETITION NO. 1998
MODEL T AUTOMOTIVE H. COMPLEX INC.
148 EDISON AVE
DETROIT, MI 48202-1859
c/o JERALD A. MITCHELL
PHONE NO. 131-667-8960



NOTE: ATTACHED IS A DRAWING OF DETAILS OF THE ENCROACHMENT. PLEASE CONTACT THE PETITIONER IF MORE DETAILS ARE NEEDED.



- AREA OF ENCROACHMENT
(WITH STEPS TO A BUILDING)

(FOR OFFICE USE ONLY) **CARTO 31 F**

B						REQUESTED TO ENCROACH INTO PIQUETTE AVE. WITH STEPS BETWEEN BRUSH AND BEAUBIEN	CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
A	DESCRIPTION	DATE	BY	CHKD	APP		JOB NO. 01-01	
	DRAWN BY	CHECKED					DRWG. NO. x1998.dgn	
	DATE	APPROVED						

Adopted as follows:
 Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President Conyers — 8.
 Nays — None.

Department of Public Works
City Engineering Division
 January 7, 2009

Honorable City Council:
 Re: Petition No. 2318 — Sunco Inc. request permission to encroach with four (4) monitoring wells adjacent to 17100 Harper Avenue, in Harper Avenue, and the public alley South of Harper Avenue and between Cadieux and Oldtown.
 Petition No. 2318 of "Sunco Inc." with Groundwater and Environmental Services

on their behalf requested permission to install and maintain four (4) monitoring wells in Harper Avenue, 103 feet wide, and the East-West public alley, 20 feet wide being South of Harper Avenue and between Cadieux Avenue, 106 feet wide, and Oldtown Avenue, 60 feet wide. The purpose of the bored wells is to monitor the existence or extent of soil contamination from leaking underground fuel storage tanks (a/k/a "L.U.S.T.").
 The encroachment petition was referred to the City Engineering Division — DPW for investigation and report. This is our report:
 The Department of Environmental Affairs (DEA) is responsible for developing and implementing a coordinated and comprehensive environmental policy for the City of Detroit, including soil remedia-