

November 16

Abatement Contract or whether they should be demolished.

**Location**

19769 Hartwell  
18056 Gable  
15714 Trinity  
7191 Webb  
11732 Mettetal  
16886 Ilene  
2672 Porter  
14900 Monte Vista

**Application No.**

NA#00008  
NA#00073  
NA#00112  
NA#00227  
NA#00571  
NA#00894  
NA#00896  
NA#00874

Respectfully submitted,  
**CREIGHTON C. LEDERER**  
Director

**Resolution Setting Hearing**

On Nuisance Abatement Contracts  
By Council Member Cleveland:  
Whereas, the Buildings and Safety Engineering Department has filed reports on its findings and determination that the buildings or structures on the premises described in the foregoing communication meet the criteria for a Nuisance Abatement Contract and for which an application for such contract has been filed, therefore be it

Resolved, That in accordance with Section 12-11-46.3(i) of Ordinance 556-H, a hearing on each of the following locations will be held by the City Council in the Committee Room, 13th floor of the City-County Building on TUESDAY, NOVEMBER 29, 1988 AT 10:30 A.M.:

19769 Hartwell, 18056 Gable, 15714 Trinity, 7191 Webb, 11732 Mettetal, 16886 Ilene, 2672 Porter, 14900 Monte Vista for the purpose of giving the owner or owners the opportunity to show cause why a Nuisance Abatement Contract should not be entered with the applicant, and further

Resolved, That the Director of the Buildings and Safety Engineering Department be and is hereby requested to have a departmental representative at said hearings before this body.

Adopted as follows:

Yeas — Council Members Cleveland, Collins, Hood, Kelley, Mahaffey, Peoples, Ravitz, and President Henderson — 8.

Nays — None.

\*RECONSIDERATION (No. 5), per Motions before Adjournment.

**City Planning Commission**

November 7, 1988

Honorable City Council:

Re: Petition #993 — Outright vacation of portions of Foster, Girardin, Richardson and the north/south alley between Foster and Girardin.

Submitted herewith is the report and recommendation of the City Planning Commission staff relative to the request of Ashland Oil, Inc. for the outright vacation of portions of Foster south of Rugg,

Girardin south of Marcus and Richardson between Foster and the railroad tracks; the north/south alley between Foster and Girardin south of Marcus; and two utility easements in the general area.

The City Planning Commission staff has visited the above-captioned site and found that the streets proposed to be vacated provide access largely for the petitioner, Ashland Oil Inc. It does not appear that the proposed street closings will significantly impact access in the adjacent area.

The proposed vacations of the subject streets do not appear to be inconsistent with adopted or proposed Master Plan policies. In addition, nothing has come to our attention which would warrant denial of the above petition.

This petition is being made in conjunction with Ashland Oil's plans for construction of a storage tank facility. A rezoning and land sale related to this project was approved by Your Honorable Body on February 17, 1988.

The City Planning Commission staff, after reviewing the above-captioned request, finds no problems in granting the subject vacations. The City Planning Commission staff, therefore, recommends that the proposed street alley and utility vacations be approved and that Council adopt the appropriate resolution which has been submitted by the City Engineering Department.

Respectfully submitted,  
**MARSHA S. BRUHN**  
Director

**City Engineering Department**

October 31, 1988

Honorable City Council:

Re: Petition No. 993. Ashland Oil Company, Inc. Vacation of portion of streets, alley, and utility easements in the area bounded by NYCRR, Sherwood, Georgia and Marcus.

Petition No. 933 of Ashland Oil Company, Inc., a Kentucky Corporation, requests the outright vacation of portion of Richardson Avenue, 60 feet wide, lying between Foster and the railroad right-of-way; also a portion of Foster Avenue, 50 feet wide, south of Rugg; also the utility easement, 50 feet by 47.59 feet (formerly part of Foster Avenue, 50 feet wide, south of Richardson), having been converted by City Council on August 29, 1979 (J.C.C. pp. 2453-54); also a portion of the north-south public alley, 16 feet wide, south of Marcus between Foster and Girardin; also the utility easement, 16 feet by 47.59 feet (formerly part of the north-south public alley, 16 feet wide, south of Marcus between Foster and Girardin), having been converted by City Council on August 29, 1979 (J.C.C. pp. 2453-54);

also a portion of Girardin Avenue, 50 feet wide, south of Marcus.

The petitioner has purchased vacant City-owned land (approximately 77,625 square feet) to expand its existing Chemical Plant by constructing buildings and installing above-ground tanks, piping and driveways. The sale of land was approved by your Honorable Body on February 17, 1988 (J.C.C. p. 386). The requested vacation of portions of streets, alley, and utility easements is necessary to consolidate properties for the proposed expansion.

The City Planning Commission in a letter (to the Community and Economic Development Department) dated October 2, 1987, recommended approval of the request to vacate portions of Foster, Girardin and Richardson.

The requested outright vacations were approved by the Community and Economic Development Department. The petition was referred to the City Engineering Department for investigation and report. This is our report:

The Water and Sewerage Department will abandon the 12 and 15-inch diameter public sewer(s) servicing the petitioner's property. The petitioner will be required to construct a new manhole on the remaining public sewer (approximately) 10.00 feet north of the (to be) vacated north-south public alley (16 feet wide). Any necessary permits must be secured prior to construction. All costs for public sewer manhole construction, bulkheading, inspection and permits shall be paid by the petitioner.

Also, the Water and Sewerage Department will abandon a 6-inch water main in Girardin. The cost of cutting and capping the water main north of (to be) vacated Girardin Avenue, 50 feet wide, shall be paid by the petitioner. Private contract work will require plan approval by the Water and Sewerage Department. The petitioner shall pay all incidental fees for inspection and permits.

Further, to abandon a 6-inch water main in Foster Avenue, the Water and Sewerage Department will require the petitioner to construct a replacement water main and grant an easement over private property to service the relocated main. This is necessary to maintain a (City-owned) grid water main distribution system. Ashland Oil has signed an agreement to design, construct, and install an 8-inch water main (at no expense to the City); also to reserve a 20.00 feet wide "water main easement" across private property for the Water and Sewerage Department. The agreement between Ashland Oil, Inc. and the Board of Water Commissioners has been incorporated into the public rights-of-way vacating resolution.

Additionally, Ashland Oil has submitted

a surety bond (issued by Insurance Company of North America, a CIGNA Company; Bond No. K0-34-33-35-3-279-MI; Bond Term: 8/30/88 to 8/30/91) in the amount of \$47,500.00 to guarantee the replacement water main construction. The bond was approved by the Law Department and has been placed on file with the Finance Department-Debt Management. When the replacement water main construction is completed and approved by the Water and Sewerage Department, the petitioner may request a release from the bond.

The petitioner has deposited the following city department reimbursement cost(s):

**Public Lighting Department:**

\$3,750.00, City Treasurer Receipt No. C-9834.

Deposit to remove poles and wire from (to be vacated) portions of public streets and alley in the area bounded by NYCRR, Sherwood, Georgia and Marcus.

**Water and Sewerage Department-Accounting:**  
\$5,000.00.

Refundable deposit to guarantee public sewer manhole construction.  
\$12,500.00.

The estimated cost to abandon a 6-inch water main in Girardin.

The Detroit Edison Company and the Michigan Consolidated Gas Company have reached agreements with the petitioner regarding their installations therein. Satisfactory arrangements have been made with all other City departments and privately-owned utility companies.

An appropriate resolution is attached for consideration by your Honorable Body.

Respectfully submitted,  
CLYDE R. HOPKINS  
Director

By Council Member Hood:

Resolved, That all of the utility easements retained by the City Council resolution adopted on August 29, 1979 J.C.C. pages 2453 and 2454 for the conversion of portion of public street (Foster Avenue, 50 feet wide, south of Richardson Avenue) and a portion of north-south public alley (16 feet wide, south of Marcus Avenue between Foster and Girardin Avenues), described as:

All that part of Foster Avenue, 50 feet wide, south of Richardson Avenue lying westerly of and abutting the west line of Lot 916; also lying easterly of and abutting the east line of the south 47.59 feet of Lot 917 as platted in "Bessenger and Moore's Mt. Elliott Avenue Subdivision No. 1" of part of Northeast Quarter of Southwest Quarter of Section 21, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan as re-

corded on May 27, 1916 in Liber 35, Page 40, Plats, Wayne County Records; also

All that part of the north-south public alley, 16 feet wide, south of Marcus Avenue between Foster and Girardin Avenues lying westerly of and abutting the west line of Lots 881 and 936; also lying easterly of and abutting the east line of Lot 916 as platted in "Bessenger and Moore's Mt. Elliott Avenue Subdivision No. 1" of part of Northeast Quarter of Southwest Quarter of Section 21, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan as recorded on May 27, 1916 in Liber 35, Page 40, Plats, Wayne County Records;

Be and the same are hereby vacated as utility easements to become a part and parcel of the abutting property; and be it further

Resolved, All that part of Richardson Avenue, 60 feet wide, lying between the west line of Foster Avenue (50 feet wide) and the east line of the railroad right-of-way (variable width); except that part necessary for an easement to service and maintain a replacement underground water main (described later in this resolution); also

All that part of Foster Avenue, 50 feet wide, lying between the north line extended easterly of Lot 924, and the south line extended westerly of Lot 915 as platted in "Bessenger and Moore's Mt. Elliott Avenue Subdivision No. 1" of part of Northeast Quarter of Southwest Quarter of Section 21, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan as recorded on May 27, 1916 in Liber 35, Page 40, Plats, Wayne County Records; also

All that part of Girardin Avenue, 50 feet wide, lying westerly of and abutting the west line of Lots 868 to 880; also lying easterly of and abutting the east line of Lot 936, and Lots 881 to 893 as platted in "Bessenger and Moore's Mt. Elliott Avenue Subdivision No. 1" of part of Northeast Quarter of Southwest Quarter of Section 21, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan as recorded on May 27, 1916 in Liber 35, Page 40, Plats, Wayne County Records, also

All that part of the north-south-public alley, 16 feet wide, south of Marcus Avenue between Foster and Girardin Avenues lying westerly of and abutting the west line of Lots 882 to 893; also lying easterly of and abutting the east line of Lots 904 to 915 as platted in "Bessenger and Moore's Mt. Elliott Avenue Subdivision No. 1" of part of Northeast Quarter of Southwest Quarter of Section 21, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan as recorded on May 27, 1916 in

Liber 35, Page 40, Plats, Wayne County Records;

Be and the same are hereby vacated as public streets and alley to become a part and parcel of the abutting property; subject to the following provisions:

Provided, The petitioner shall construct a manhole (approximately) 10.00 feet north of the hereinabove last described vacated portion of north-south public alley (16 feet wide, south of Marcus Avenue between Foster and Girardin Avenues) on the remaining 12 and 15-inch diameter public sewer as required by the Water and Sewerage Department. The petitioner shall secure any necessary permits prior to construction. All costs for public sewer manhole construction, bulkheading, inspection and permits shall be paid by the petitioner; and

Provided, The petitioner shall cut and cap the 6-inch water main north of the hereinabove described vacated portion of Girardin Avenue as required by the Water and Sewerage Department. Private contract work shall require the advance approval of plans by the Water and Sewerage Department. Incidental costs for inspection and permits shall be paid by the petitioner; and

Provided, The petitioner shall design, construct, and install an 8-inch replacement water main beneath privately-owned property for the Water and Sewerage Department. Said construction shall require the advance approval of plans by the Water and Sewerage Department. Incidental costs for inspection and permits shall be paid by the petitioner. Also, the petitioner shall be required to maintain a surety bond in an amount sufficient to guarantee replacement water main construction until such installation is completed and approved by the Water and Sewerage Department. Additionally, the petitioner shall grant the Water and Sewerage Department a 20.00 feet wide "water main easement" over, under and across privately-owned property (more particularly described later in the incorporated agreement as "Exhibit A") to service and maintain the replacement water main; and

Provided, The petitioner shall make application to the Buildings and Safety Engineering Department for a building permit prior to any construction over the hereinabove described vacated portion(s) of Foster Avenue (50 feet wide). The stamp-approval of the Water and Sewerage Department shall be required before issuance of any building permit allowing construction over said vacated portion(s) of Foster; and further

Provided, The petitioner shall record a certified copy of this resolution with the Wayne County Register of Deeds.

The petitioner shall pay all incidental recording costs; and be it further

Resolved, The Water and Sewerage Department is hereby authorized and directed to record with the Wayne County Register of Deeds the agreement reached on July 19, 1988 with the City of Detroit, Michigan, acting through its Board of Water Commissioners as follows:

**AGREEMENT AND GRANT  
OF EASEMENT FOR  
WATER MAINS AND SEWERS**

THIS AGREEMENT made and entered into this 19th day of July, 1988, by and between Ashland Oil, Inc., A Kentucky Corporation with a mailing address of P.O. Box 14000, Lexington, Kentucky 40512, party of the first part; and the CITY OF DETROIT, a Michigan municipal corporation by and through its BOARD OF WATER COMMISSIONERS, having offices at 735 Randolph Street, Detroit, Michigan, party of the second part, hereinafter sometimes referred to as the "BOARD"

**WITNESSETH:**

WHEREAS, the party of the first part will be the owner of all interests in the land from which the easement is to be created under terms of a memorandum of understanding with the City of Detroit;

NOW, THEREFORE, the party of the first part for the consideration of the sum of One Dollar (\$1.00), paid in hand by the party of the second part, the receipt thereof is hereby confessed and acknowledged, does hereby agree and covenant with the party of the second part as follows:

1. The party of the first part does hereby grant convey and confirm unto the party of the second part an easement. Twenty (20) feet wide, in perpetuity, for the purpose of constructing, maintaining, operating, inspecting, replacing and/or repairing a water main and appurtenances therein with said easement is described and shown in Exhibits "A" and "B", attached hereto and made a part hereof.

2. The party of the first part hereby agrees that no building or structure, or any part thereof, of any nature whatsoever, shall be erected, constructed or permitted within the limits of the aforesaid easement set forth in Exhibits "A" and "B", without the prior written approval of the BOARD, or its agent or agents, and that the easement shall be kept free at all times from any and all obstructions or obstacles, such as walls, fences, hedges, et cetera, which would impede free and easy access by the party of the second part and its necessary equipment to the said water mains and appurtenances subject to the party of the first part's reasonable safety and

security guidelines, (also subject to the Agreement to Purchase and Develop Land dated May 6, 1988 between the City of Detroit and Ashland Oil, Inc., any Governmental Agency requirements, and any mutual written agreement between the party of the first part and the party of the second part herein) and that it will not alter the acceptable grades within the easement as noted on Exhibit "B" without the prior written approval of the BOARD, or its agent or agents, and if any building or structure is erected within the limits of said easement and dismantle and remove any and all parts of any building or structure, et cetera, as erected or constructed thereon; and further agrees to waive all claims for damages against the party of the second part for the costs involved. Restoration or dismantled and removed structures and obstructions shall be by and at the expense of the party of the first part.

3. The BOARD, or its agent or agents, reserves the right to install suitable permanent water main location guideposts over its facilities at reasonable intervals and at any points of deflection within said easement.

4. The party of the first part hereby grants and conveys to the BOARD all water pipes, water mains, underground equipment and appurtenances for water facilities together with all hydrants which will be installed within the limits of the easement as described in this Agreement by party of the first part under terms of the aforesaid memorandum of understanding.

5. The party of the first part agrees to indemnify and save harmless the City of Detroit, its officers, employees and agents from liability upon any and all claims for damages on account of this Agreement, and shall assume the defense and bear all costs and expenses of all suits which may be brought against the City of Detroit, its officers, employees or agents by reason of this Agreement; PROVIDED, however, that nothing contained herein may be construed as rendering the party of the first part liable for acts of negligence of the party of the second part, its officers, employees or agents.

6. The parties hereto shall comply with all applicable fair employment practices, laws and ordinances, and require similar compliance by all parties contracted with pursuant to this Agreement. Failure to so comply or to require compliance may be considered a material breach of this Agreement.

THIS AGREEMENT shall inure to and be binding upon the heirs, successors or assigns of both parties.  
IN WITNESS WHEREOF, the parties here-

to have set their names and affixed their seals as of the day and year first above written.

ASHLAND OIL, INC., a Kentucky Corporation  
Signed by William R. Palmer  
Its: Attorney-In-Fact  
and

Signed by Lillian D. Williams  
Its: Assistant Secretary  
WITNESSES (to both signatures above):  
Joseph C. Benton  
Melanie H. Sennett

CITY OF DETROIT, by its BOARD OF WATER COMMISSIONERS:

Signed by Charlie J. Williams, Director  
WITNESSES:  
Phyllis Fuller  
Rosa L. McDonald

ATTEST:  
Signed by Jeffery D. Blaine  
Its: Deputy City Clerk

LAW DEPARTMENT  
Approved as to Form and Execution:  
Signed by Darryl F. Alexander  
Prepared by: Fred Tumminia  
Detroit Water and Sewerage Department  
735 Randolph  
Detroit, MI 48226

STATE OF KENTUCKY )  
) ss.  
COUNTY OF FAYETTE )

On this 19th day of July, 1988, before me, a Notary Public in and for said County, personally appeared William R. Palmer to me personally known, who being by me duly sworn, did say that he is the Attorney-In-Fact of the Ashland Oil, Inc., a Kentucky Corporation, and the said Lillian D. Williams as Assistant Secretary acknowledged the said instrument to be the free act and deed of the said Ashland Oil, Inc.

Notarized by:  
Joseph C. Benton  
My commission expires July 9, 1990

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN )  
) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 8th day of August, 1988, by Charlie J. Williams, the Director for the Board of Water Commissioners of the City of Detroit, on behalf of said City of Detroit.

Notarized by:  
Lauretta Purry  
Notary Public, Wayne County, Michigan  
My commission expires April 14, 1992

**RESOLUTION OF BOARD AUTHORITY**

I, Victor L. Marsh, Secretary to the Board of Water Commissioners of the City of Detroit, a Michigan Municipal

Corporation, DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board duly called and held on August 3, 1988.

**ACTION:**

It was moved by Commissioner Brown and supported by Commissioner Lamerato to approve the Agreement and Grant of Easement for water main and sewers with Ashland Oil, Inc. and to authorize the Director to execute the Agreement on the Board's behalf. Motion Carried.

I FURTHER CERTIFY that Charlie J. Williams is the Director for the Board and that he is authorized to execute or guarantee and commit the Board to the conditions, obligations, stipulations and undertakings contained in the foregoing instrument and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THERETO, I have set my hand this 8th day of August, 1988.

Signed by:  
Victor L. Marsh, Board Secretary

**Exhibit "A"**

**20' WATERMAIN EASEMENT**

The west 20 feet of Lots 920 and 927 and the West 20 feet of the 20 foot wide alley adjacent to said Lots 920 and 927 of BESSENGER AND MOORE'S MT. ELLIOTT AVENUE SUBDIVISION NO. 1 OF NE 1/4 of SW 1/4 of Section 21, T. 1 S., R. 12 E., City of Detroit, Wayne County, Michigan as recorded in Liber 35 of Plats, Page 40, Wayne County Records and being more particularly described as;

Beginning at the Southwest corner of said Lot 920; thence N. 00° 17' E. 252.66 feet along the Westerly line of said Lots 920 and 927 to the Northwesterly corner of said Lot 927; thence N. 88° 38' E. 20.01 feet along the North line of said Lot 927 said line also being the South line of Rugg Avenue (55 feet wide); thence S. 00° 17' W. 253.01 feet to a point on the South line of said Lot 920 said line also being the North line of said Richardson Avenue (60 feet wide); and thence S. 89° 38' W. 20.00 feet along said South line of Lot 920 to the Point of Beginning.

**20' EASEMENT OVER RICHARDSON AVENUE**

The Westerly 20 feet of that part of Richardson Avenue (60 feet wide) lying South of and adjacent to Lot 920 of BESSENGER AND MOORE'S MT. ELLIOTT AVENUE SUBDIVISION NO. 1 of part of NE 1/4 of SW 1/4 of Section 21, T. 1 S., R. 12 E., City of Detroit, Wayne County, Michigan as recorded in Liber 35 of Plats, Page 40, Wayne County