

And be it further Resolved, that the agreement be considered confirmed when signed and executed by the Planning and Development Department Director of Development Activities or his designee.

Not adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Tinsley-Talabi, and President K. Cockrel, Jr., — 4.

Nays — Council Members Conyers, Jones, Kenyatta, Reeves, and Watson, — 5.

**Department of Public Works
City Engineering Division**

April 25, 2006

Honorable City Council:

Re: Petition No. 4379 — Economic Development Corporation of the City of Detroit, for easements in connection with the Dequindre Cut Greenway Project, in the area of Gratiot and Dequindre, and the Dequindre right-of-way from Woodbridge Ave. to Atwater St.

Petition No. 4379 of the "Economic Development Corporation of the City of Detroit" (EDC), requests the establishment of an easement at the southeast corner of Gratiot Avenue and the Dequindre Avenue / Railroad rights-of-way, in order to serve as a transportation corridor for pedestrians, bicyclists and emergency vehicles, to access the proposed Dequindre Cut Greenway. Also, the EDC also request an easement area, 10.00 feet wide, abutting the easterly line of Dequindre Avenue, from the north line of Woodbridge Street extending southerly to the north line of Atwater Street. Said easement area will consist of the installation and maintenance of conduit and cabling encroaching in certain portions of public right-of-way, for security cameras serving portions of the Dequindre Cut Greenway and the proposed Tri-Centennial State Park.

The request was approved by the Planning and Development Department and the Traffic Engineering Division—DPW. The petition was referred to the City Engineering Division—DPW for investigation (utility review) and report. This is our report.

All other city departments and privately owned utility companies have reported no objections to the establishment of an easement to access the proposed Dequindre Cut Greenway and the installation and maintenance of conduit and cabling encroaching in certain portions of public right-of-way, for security cameras. Provisions protecting utility installations are part of the resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,

WILLIAM TALLEY

Head Engineer

City Engineering Division—DPW

By Council Member Tinsley-Talabi:

Whereas, The Economic Development Corporation is coordinating the Dequindre Cut Greenway Project on behalf of the City of Detroit's Department of Public Works, and

Whereas, It is necessary to create the proposed access easement, attached hereto as EASEMENT EXHIBIT "A", in order to serve as a transportation corridor for pedestrians, bicyclists and emergency vehicles, to the proposed Dequindre Cut Greenway Project, and

Whereas, It is necessary to establish an easement area that will consist of the installation and maintenance to conduit and cabling encroaching in certain portions of public rights-of-way, for security cameras, with the portions of the Dequindre Cut Greenway and the proposed Tri-Centennial State Park, Therefore be it

Resolved, Land in the City of Detroit, Wayne County, Michigan, being Part of Lots 63 and 64 of "ELMWOOD PARK URBAN RENEWAL PLAT NO. 3", of part of Private Claims 90, 14, 91, 733, 609, 9 and 454, 11 and 453, 182, and 15. City of Detroit, Wayne Co., Michigan recorded in Liber 100 Pages 62-70. (Wayne County records), described as:

Commencing at the intersection of the westerly right-of-way of Grand Trunk Western Railroad and the northerly right-of-way of Jay Street (50 feet wide), said intersection also being the southeast corner of Lot 52 of "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", assigned by deed of trust to Peter Desnoyer drawn up by Anson E. Hathon at the request of the parties interested for the purpose of being recorded February 4th 1840, A.E. Hathon. Recorded in Liber 10, Pages 715, 716 & 717. City records, thence S.26°07'13"E. along the westerly right-of-way of said Grand Trunk Western Railroad 50.12 feet to the southerly right-of-way of said Jay Street; thence N.59°52'21"E. along the southerly right-of-way of said Jay Street, extended easterly, 60.15 feet to the easterly right-of-way of said Grand Trunk Western Railroad, also being the POINT OF BEGINNING.

Thence N. 26°07'13"W. along the easterly right-of-way of said Grand Trunk Western Railroad and the westerly line of said "ELMWOOD PARK URBAN RENEWAL PLAT NO. 3", a distance of 442.05 feet to the southerly right-of-way of Gratiot Avenue (120 feet wide); Thence N.29°35'24"E. along the southerly right-of-way of said Gratiot Avenue 91.98 feet; Thence S.60°10'24"E. 14.81 feet to a non-tangent curve; Thence along a non-tangent curve to the left, having: an arc length of 111.51 feet, a radius of 86.56 feet, a chord bearing of S.24°44'24"E. and a chord distance of 103.96 feet; Thence N.28°48'06"E. 5.04 feet; Thence S.61°11'54"E. 25.00 feet; Thence

S.28°48'06"W. 4.99 feet; Thence S.25°54'22"E. 133.42 feet; Thence S.19°36'02"E. 179.23 feet; Thence S.04°02'13"W. 48.79 feet to a point on the southerly right-of-way of Jay Street (50 feet wide); Thence S.59°52'21"W. along the southerly right-of-way of said Jay Street, 50.96 feet to the intersection with the easterly right-of-way of said Grand Trunk Western Railroad also being the POINT OF BEGINNING.

Be and the same is hereby converted into a perpetual access easement, in order to design, maintain and construct a transportation corridor for pedestrians, bicyclists and emergency vehicles, across a parcel of land owned by the Planning and Development Department within the proposed Dequindre Cut Greenway Project Area. Said easement is granted to the Department of Public Works (DPW) by its owner, the Planning and Development Department. Transferring the above described land to the inventory of DPW to be exclusively used for transportation corridor purposes, Also Therefore Be It

Resolved, The City Engineering Division — DPW is hereby authorized and directed to issue permits to the Economic Development Corporation ("the EDC") or the Detroit Riverfront Conservancy ("DRC"), to install and maintain conduit and cabling encroaching in certain portions of public right-of-way, for security cameras ("Encroachment") serving portions of the Dequindre Cut Greenway and the proposed Tri-Centennial State Park, being within the following described property:

Land in the City of Detroit, County of Wayne, State of Michigan, being Part of Woodbridge Street (50 feet wide), lying within Private Claim 90; Part of lots 17 and 23 of the "SUBDIVISION OF LOT 1, WITHERELL FARM", between Jefferson Ave. and Atwater Street, as recorded in Liber 1, of Plats, Page 76 (Wayne County Records); Part of Franklin Street (50 feet wide), lying within Private Claim 90; Part of lots 9 and 16, Block 1, of "SUBDIVISION OF LOT 1, WITHERELL FARM" between Jefferson Ave. and Atwater Street, as recorded in Liber 1, of Plats, Page 76 (Wayne County Records); Part of Guoin Street (50 feet wide), lying within Private Claim 90; Part of Lot 1 of "RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", between Jefferson Ave. and Atwater Street, as recorded in Liber 1 of Plats on Page 302 (Wayne County Records); Part of Atwater Street (50 feet wide), lying within Private Claim 90; and being more particularly described as:

Beginning at the intersection of the northerly line of Woodbridge Street (50 feet wide) and the easterly line of Vacated Dequindre Ave. (60 feet wide); thence N59°51'10"E along the northerly line of

said Woodbridge Street 10.02 feet; Thence S26°07'36"E 823.32 feet to a point on the southerly line of said Atwater Street; Thence S64°39'33"W along the southerly line of said Atwater Street, 10.00 feet to the intersection of the northerly line of said Atwater Street with the easterly line of said Vacated Dequindre Ave., Thence N26°07'36"W along the easterly line of said Vacated Dequindre Ave., 822.48 feet to the POINT OF BEGINNING. Containing 0.189 Acres (8,228.993 sq. ft.) more or less. Subject to any and all easements and rights of way of record or otherwise.

Provided, The EDC, DRC or its assigns ("Permittee") shall apply to the City Engineering Division — DPW for a permit prior to any construction within a public right-of-way. Also, whenever it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for construction of the "Encroachment" such work shall be according to detailed permit application drawings prior to any public right-of-way construction; and further

Provided, The "Encroachment" shall be constructed and maintained under City Engineering Division — DPW rules and regulations; also in accord with plans submitted to and approved by these departments; 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 Dequindre right-of-way shall be borne by the "Permittee" 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 "Encroachment", shall be borne by the "Permittee" or its assigns. Should damages to utilities occur the "Permittee" or its assigns shall be liable for all incidental repairs costs and waives all claims for damages to the "Encroachment"; 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 "Permittee" for themselves, or their assigns, (by acceptance of permit for construction near underground utility lines, conduits, or mains) waives all claims for damages to the "Encroachment" and agree to pay all costs incurred in their removal (or alteration), if removal (or alteration) becomes necessary; and further

Provided, that the "Permittee" shall file with the Finance Department an indemnity agreement 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 the "Permittee" of the terms thereof. Further, the "Permittee" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the "Encroachment" and further

Provided, The "Permittee" shall be required by the Law Department in conjunction with the Finance Department — Risk Management Division to present proof of financial capability (bonds and insurance; the City of Detroit shall be named as coinsured therein) to pay any claims, damages or expenses that may arise as a result of the installation, maintenance or use of a conduit system across public street rights-of-way. To protect the city in the event of owner' default, a surety bond in a penal sum sufficient to pay the City of Detroit's cost to remove or alter the conduit system (if such removal or alteration becomes necessary) shall be maintained by owner. Also the owner shall maintain said surety bond indefinitely (with no expiration date). The petitioner shall be unable to obtain a release from said surety bond as long as the conduit is built within the public rights-or-way. The "City Engineering Division — Street Design Bureau" in conjunction with the Traffic Engineering Division — DPW (if necessary) shall be responsible for determining the amount of said surety bond, and then to transmit the information to the Finance Department; and further

Provided, The owner of said encroachment shall apply to and become a participating member of the "Miss Dig" organization; and further

Provided, The property owned by the "Permittee" 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 "Encroachment" 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 "Permittee" acquires no implied or other privileges hereunder not expressly stated herein; 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; and

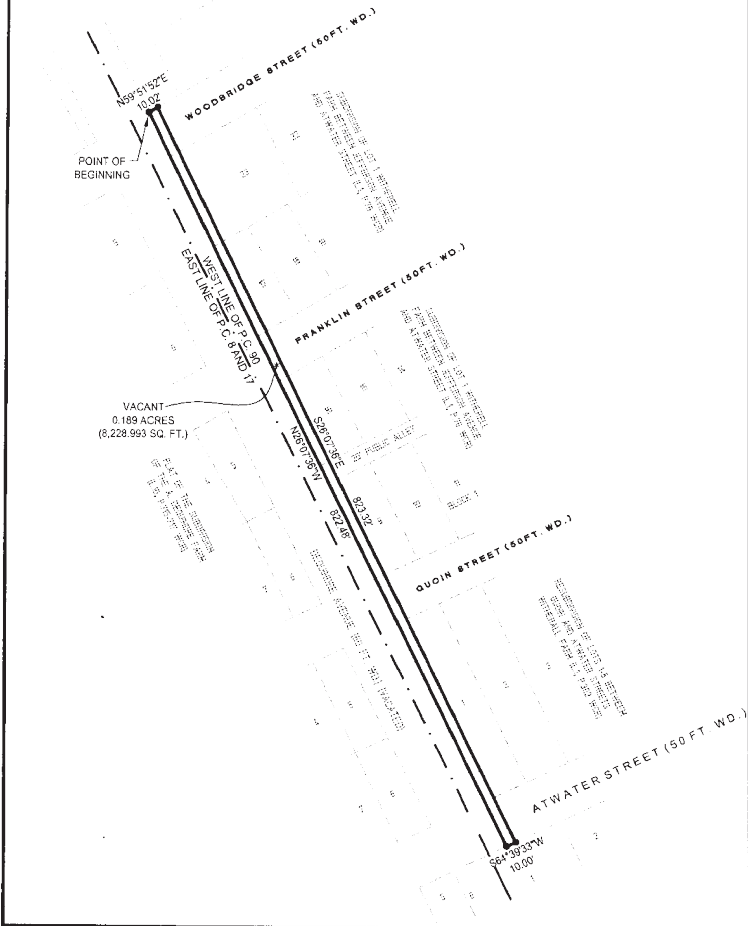
Provided, The owner (Permittee) and/or their contractor, shall submit two copies of "as built" drawing(s) sealed by a professional engineer registered in the State of Michigan to the City Engineering Division — DPW within 30 days after installing the public right-of-way encroachments; subject to city specifications, permits and inspections. Said "as built" drawing(s) shall furnish a complete means of identifying and ascertaining the precise position of every part of the "encroachments" with courses, distances, and depth throughout (containing City of Detroit datum), so that it may be determined with certainty where any portion of the "encroachment" has been built. Copies of the certified "as built" map(s) and survey(s) shall be an "appendix" to the City Council resolution. City Engineering Division — DPW shall record (or cause to be recorded) one copy of the "appendix" in the Wayne County Register of Deeds.

METCO
SERVICES, INC.

12504 STEPHENS WARREN, MI 48099
TEL: (586) 756-5770 * FAX (586) 756-5774
www.metcoooservices.com



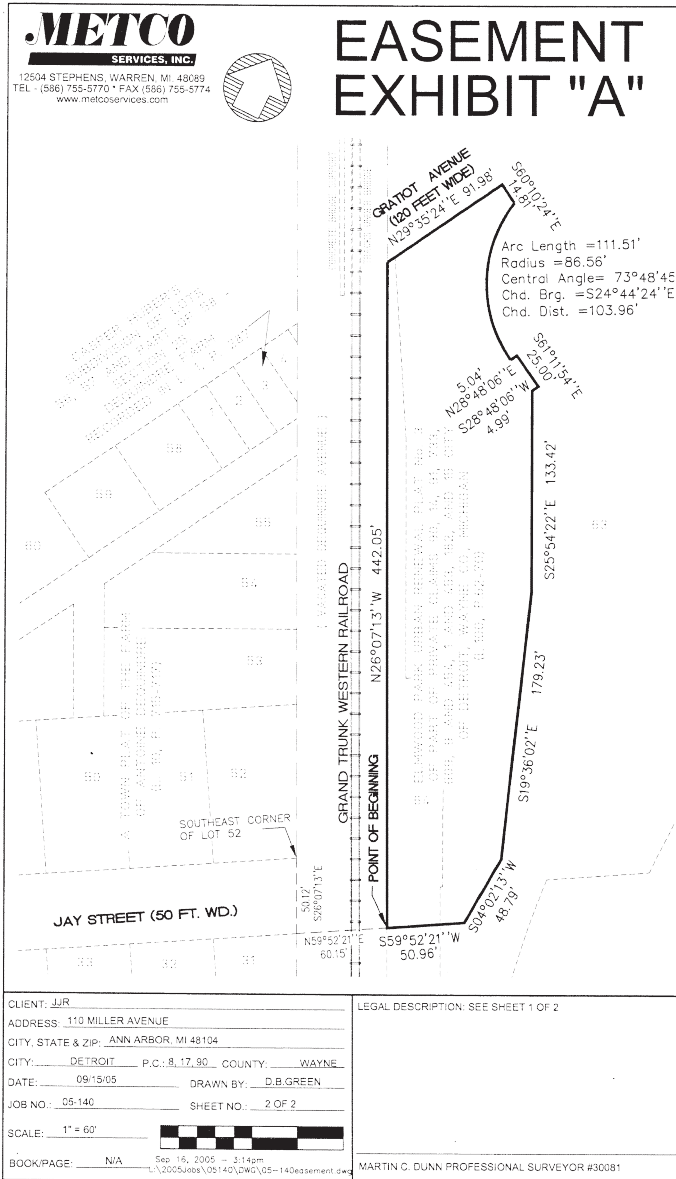
SKETCH OF DESCRIPTION



CLIENT: LEWIS & MUNDY, P. C.
 ADDRESS: 680 WOODWARD, SUITE 2490 FIRST NATIONAL BUILDING
 CITY, STATE & ZIP: DETROIT, MICHIGAN 48226
 CITY: DETROIT P.C.: 90 COUNTY: WAYNE
 DATE: 05/15/06 DRAWN BY: CSD
 JOB NO.: 06-058 SHEET NO.: 2 OF 2
 SCALE: 1" = 100'
 BOOK/PAGE: N/A
 May 15, 2006 - 9:35am
 L:\2006\06058\06058.dwg\06058.dwg

LEGAL DESCRIPTION: SEE SHEET 1 OF 2

MARTIN C. DUNN, PROFESSIONAL SURVEYOR #30081



Adopted as follows:
 Yeas — Council Members S. Cockrel, Collins, Conyers, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 9.
 Nays — None.

**Water and Sewerage Department
 Engineering Division**
 May 10, 2006

Honorable City Council:
 Re: Agreement and Grant of Easement
 for Water Mains And Sewers —

Morgan Development, LLC. #06-05.
 Morgan Development, LLC has executed an Agreement and Grant of Easement for Water Mains and Sewers with the Detroit Water and Sewerage Department (DWSD). This agreement will allow DWSD to operate, maintain, inspect, replace, remove, and/or repair a water main and related improvements and appurtenances.

This action is the result of the proposed construction of single-family homes and town houses located on

E. 238.35 feet; thence N. 65° 08' 00" E. 33.00 feet; thence S. 24° 52' 00" E. 20.00 feet; thence S. 65° 08' 00" W. 33.00 feet; thence S. 24° 52' 00" E. 7.88 feet; thence N. 65° 02' 33" E. 310.45 feet; thence N. 25° 01' 23" W. 672.36 feet; thence N. 16° 33' 43" E. 305.00 feet; thence N. 65° 12' 59" E. 36.64 feet to a point on the Westerly right of way line of Lycaste Avenue (variable width); thence S. 24° 52' 00" E. 20.00 feet along said Westerly right of way line; thence S. 65° 12' 59" W. 27.63 feet; thence S. 16° 33' 43" W. 288.36 feet; thence S. 25° 01' 23" E. 48.09 feet; thence N. 64° 58' 37" E. 40.00 feet; thence S. 25° 01' 23" E. 20.00 feet; thence S. 64° 58' 37" W. 40.00 feet; thence S. 25° 01' 23" E. 90.00 feet; thence N. 64° 58' 37" E. 40.00 feet; thence S. 25° 01' 23" E. 20.00 feet; thence S. 64° 58' 37" W. 40.00 feet; thence S. 25° 01' 23" E. 90.00 feet; thence N. 64° 58' 37" E. 40.00 feet; thence S. 25° 01' 23" E. 20.00 feet; thence S. 64° 58' 37" W. 40.00 feet; thence S. 25° 01' 23" E. 90.00 feet; thence N. 64° 58' 37" E. 40.00 feet; thence S. 25° 01' 23" E. 20.00 feet; thence S. 64° 58' 37" W. 40.00 feet; thence S. 25° 01' 23" E. 92.49 feet; thence N. 64° 58' 37" E. 40.00 feet; thence S. 25° 01' 23" E. 20.00 feet; thence S. 64° 58' 37" W. 40.00 feet; thence S. 25° 01' 23" E. 1709.08 feet; thence N. 64° 40' 12" E. 15.00 feet; thence N. 25° 19' 48" W. 1537.11 feet; thence N. 20° 02' 33" E. 91.45 feet; thence N. 65° 02' 33" E. 111.32 feet to a point on the said Westerly right of way line of Lycaste Avenue (variable width); thence S. 24° 52' 00" E. 20.00 feet along said Westerly right of way line; thence S. 65° 02' 33" W. 103.00 feet; thence S. 20° 02' 33" W. 67.77 feet; thence S. 25° 19' 48" E. 1476.71 feet; thence N. 64° 40' 12" E. 43.74 feet; thence S. 25° 19' 48" E. 20.00 feet; thence S. 64° 40' 12" W. 43.74 feet; thence S. 25° 19' 48" E. 19.53 feet; thence S. 53° 07' 48" E. 38.75 feet; thence S. 36° 52' 12" W. 20.00 feet; thence N. 53° 07' 48" W. 16.58 feet; thence S. 19° 40' 12" W. 12.03 feet; thence S. 64° 40' 12" W. 33.28 feet; thence N. 70° 19' 48" W. 15.36 feet; thence N. 25° 19' 48" W. 1654.15 feet; thence S. 65° 02' 33" W. 566.99 feet to a point on the Easterly right of way line of St. Jean Avenue (66 feet wide); thence N. 24° 52' 00" W. 20.00 feet along said Easterly right of way line; thence N. 65° 02' 33" E. 236.67 feet; and thence N. 24° 52' 00" W. 1051.98 feet to the POINT OF BEGINNING.

Provided, That the plans for the water and sewerage alterations shall be prepared by a Registered Engineer; and further

Provided, That the entire work shall be performed in accordance with plans and specifications approved by the Detroit

Water and Sewerage Department; and constructed subject to the inspection and approval of the Detroit Water and Sewerage Department; and further

Provided, That the entire cost of the water and sewerage alterations including construction, inspection, survey and engineering shall be done by the Petitioner; and further

Provided, That the Petitioner shall deposit with the Detroit Water and Sewerage Department, in advance of engineering, inspection and survey, such amounts as that Department deems necessary to cover the costs of these services; and further

Provided, That upon satisfactory completion of the water and sewerage alterations, the water and sewerage alterations shall be City property and become part of the City water and sewerage system.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Conyers, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 9.

Nays — None.

Water and Sewerage Department Engineering Division

May 10, 2006

Honorable City Council:

Re: Agreement and Grant of Easement for Water Mains And Sewers — Express Service Enterprises, Inc. #05-24.

Express Service Enterprises, Inc., has executed an Agreement and Grant of Easement for Water Mains and Sewers with the Detroit Water and Sewerage Department (DWSD). This agreement will allow DWSD to operate, maintain, inspect, replace, remove, and/or repair a water main and related improvements and appurtenances.

This action is the result of the construction of a strip mall on Vernor and Military Avenues in the City of Detroit. Express Service Enterprises, Inc. will grant to the City of Detroit through its Board of Water Commissioners, a fifteen (15) foot wide easement to maintain a water main as illustrated in Exhibit A of the Easement Agreement.

At its meeting of March 22, 2006, the Board of Water Commissioners approved entering into this Agreement. It is respectfully requested that your Honorable Body adopt the attached resolution accepting the Easement Agreement as agreed to by the Board of Water Commissioners and Express Service Enterprises, Inc.

Respectfully submitted,
VICTOR M. MERCADO
Director

By Council Member Jones:

Resolved, That the Detroit Water and Sewerage Department is authorized to

acquire the following described easement(s) situated in the City of Detroit for the purpose of maintaining a sewer to be installed by the Petitioner.

Easement(s) more particularly described as follows:

Property Description

All of Lots 311 through 321 and all that part of Lots 307, 308, 309 and 310, lying within the limits of the following description, beginning at the northeast corner of Lot 310, thence along the north line of Lots 307, 308, 309 and 310 S87°06'00"W 115.70' (recorded S86°15'30"W. 115.696 feet) to a point; thence along a line S31°20'50"W 2.54 feet (recorded S30°30'20"W) to a point on the the east line of Dragoon Avenue as open and as now established; thence along east line of Dragoon Avenue S47°37'48"E 34.49 feet (recorded S48°28'18"E) to a point; thence continuing along the east line of Dragoon Avenue S43°58'23"E 35.00 feet (recorded S44°48'53"E) to a point; thence along a line S39°56'33"E 35.01 feet (recorded S40°47'03"E) to a point; thence along a line S38°26'59"E 84.89 feet (recorded S38°44'17"E 84.60 feet) to a point; thence along the east line of Lot 310 N03°07'24"W 150.00 feet (recorded N03°31'47"W) to the place of beginning, "Daniel Scotten's Resubdivision of that part of Private Claim 32 and the easterly part of Private Claim 268 lying north of Dix Avenue or Road as recorded in Liber 14 of Plats, Page 56, Wayne County Records. Containing 1.413 acres more or less.

Easement Description

All that part of Lots 307, 308, 309, 310 and 311, lying within the limits of the following description, commencing at the southeast corner of Lot 311, thence along the south line of said Lot 311 S87°06'00"W 26.26 feet for a point of beginning; thence N28°38'55"W 166.53 feet to a point on the north line of Lots 308, thence along the north line of Lots 307 and 308 S87°06'00"W 47.68 feet (recorded S86°15'30"W) to a point; thence along a line S31°20'50"W 2.54 feet (recorded S30°30'20"W) to a point on the the east line of Dragoon Avenue as open and as now established; thence along east line of Dragoon Avenue S47°37'48"E 34.49 feet (recorded S48°28'18"E) to a point; thence continuing along the east line of Dragoon Avenue S43°58'23"E 35.00 feet (recorded S44°48'53"E) to a point; thence along a line S39°56'33"E 35.01 feet (recorded S40°47'03"E) to a point; thence along a line S38°26'59"E 84.89 feet (recorded S38°44'17"E 84.60 feet) to a point; thence along the south line of Lot 311 N87°06'00"E 3.74 feet to the place of beginning, Daniel Scotten's Resubdivision of that part of Private Claim 32 and the easterly part of Private Claim 268

lying north of Dix Avenue or Road as recorded in Liber 14 of Plats, Page 56, Wayne County Records.

Containing 3,507 square feet or 0.08053 acres, more or less.

Provided, That the plans for the water and sewerage alterations shall be prepared by a Registered Engineer; and further

Provided, That the entire work shall be performed in accordance with plans and specifications approved by the Detroit Water and Sewerage Department; and constructed subject to the inspection and approval of the Detroit Water and Sewerage Department; and further

Provided, That the entire cost of the water and sewerage alterations including construction, inspection, survey and engineering shall be done by the Petitioner; and further

Provided, That the Petitioner shall deposit with the Detroit Water and Sewerage Department, in advance of engineering, inspection and survey, such amounts as that Department deems necessary to cover the costs of these services; and further

Provided, That upon satisfactory completion of the water and sewerage alterations, the water and sewerage alterations shall be City property and become part of the City water and sewerage system.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Conyers, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 9.

Nays — None.

Finance Department

May 22, 2006

Honorable City Council:

Re: Finance Department's Responses to the Fiscal Analysis Division's Questions for the Finance Department on Lease Renewals and Extensions at the First National Building (Law, Internal Affairs, & Environmental Affairs).

The following are the Finance Department's responses to Questions received from the Fiscal Analysis Division on March 27, 2006 regarding the First National Building. You will be provided the responses regarding other locations at a later date. The spreadsheet and the summary of the First National Building Lease are on file in the City Clerk's office.

1. Council needs to be given a complete copy of the lease for the First National Building — Exhibits B, C and D are missing from the document given to them.

Please see Attachment A for the signed lease of the 1st National Building. Exhibit B are the floor plans,