

City of Detroit
OFFICE OF THE CITY CLERK

Jackie L. Currie
City Clerk

Vernon C. Allen
Deputy City Clerk

FOSTER

DEPARTMENTAL REFERENCE COMMUNICATION

July 27, 2005

To: The Department or Commission Listed Below

From: Jackie L. Currie
Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

PUBLIC WORKS - CITY ENGINEERING DIVISION

4122 Pewabic Pottery, for installation and maintenance of non-standard streetscape in public right-of-way, at 10125 East Jefferson Avenue.

RECEIVED
CITY ENGINEERING DIV.-DPW

AUG - 2 2005

By _____

*54d
LVM 496*

Talley



4/22

2005 JUL 22 A 11:52
DETROIT
CITY CLERK

July 20, 2005

City Council
City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, MI 48226

20 JUL 05 3:31

Re: Pewabic Pottery Area Streetscape Improvement

--CITY CLERK--

Honorable Council:

A Michigan Department of Transportation enhancement grant has been obtained to install a new streetscape on Jefferson Avenue directly in front of the historic Pewabic Pottery. Pewabic Pottery will be providing the project match. This project will continue the recent improvement to the pottery and will further enhance our identity on Jefferson Avenue and improve the public image of the historic pottery.

We are petitioning Council approval to install and maintain a non-standard streetscape within the public right-of-way. Non-standard elements include an exposed aggregate concrete sidewalk surface, landscaping, granite planting curbs, and a decorative fence with pedestrian lighting and landscaping including groundcover and flowers. Pewabic Pottery understands that it will be required to maintain the streetscape and the non-standard elements contained within it.

Please give this important project your every consideration. If there are any questions do not hesitate to contact us.

Respectfully,

Terese A. Ireland
Executive Director
313-822-0954 x108
Ireland@pewabic.org

Pewabic Pottery • 10125 East Jefferson Ave. • Detroit, Michigan • 48214
phone: 313-822-0954 • fax: 313-822-6266 • email: pewabic1@pewabic.org • internet: www.pewabic.org

Pewabic Society, Inc. is a 501(c)(3) Non-Profit Organization

November 8, 2006

Honorable City Council:

RE: Petition No. 4122 – Pewabic Pottery request for the installation and maintenance of non-standard streetscape in the public right-of-way, at 10125 East Jefferson Avenue.

Petition No. 4122 of “Pewabic Pottery” whose address is 10125 East Jefferson Avenue, Detroit, Michigan 48214 request to maintain encroachments into East Jefferson Avenue, 120 feet wide, and Cadillac Boulevard, 100 feet wide with a iron fence, shrubs, signage, planters, exposed aggregate and granite sidewalks and foundations for concrete columns; also request the Honorable City Council accept an easement over the Pewabic Pottery /petitioner’s land, a ten (10) feet wide strip of land, for landscaping purposes all in the area of East Jefferson Avenue, 120 feet wide, Hurlbut Avenue, 60 feet wide, and Cadillac Boulevard, 100 feet wide. This request is to enhance the landscape and beautification of East Jefferson.

The request was approved by the Solid Waste Division – DPW, and the Traffic Engineering Division. The petition was referred to the City Engineering Division – DPW for investigation (utility clearance and review) and report. This is our report:

All public right-of-way work, including maintenance, must be subject to city permits, inspection, and specifications. “Pewabic Pottery” and/or their assigns must obtain permits from City Engineering Division – DPW for any public right-of-way work together with building permits.

The Public Lighting Department (PLD) reports PLD has a 24 KV high voltage underground feeders, Manholes, underground fed street lighting standards, and traffic Signal feeds running in the requested area for encroachment and easement. PLD strongly recommend that the contractor should call MISS DIG to verify PLD’s underground facilities. No structure can be built over PLD installations. Any structure proposed to be built shall maintain a four and a half feet (4’6”) horizontal clearance from the PLD conduit bank and manholes; also a ten (10) feet horizontal clearance for the overhead PLD lines and installations. The contractor should take necessary precautions not to damage PLD manholes and conduit banks, which carry high voltage feeders if they plan to use heavy earth moving equipments. The contractor will be liable for any damages to any PLD underground facilities. PLD need easement rights with 24-hour heavy vehicle access to the requested area for encroachment.

The Detroit Water and Sewerage Department reports involvement but no objection to the requested encroachment provided that minimum clearances are maintained and DWSD provisions are followed.

Detroit Edison Company (DTE) Gas Division reports that DTE has an 8-inch cast iron (10 psig), 8-inch cast iron (2 psig), and 12-inch cast iron (2 psig) gas mains located in the request area of encroachment. DTE – Gas division will only be relocated at the petitioner's request and a cost will be determined.

Detroit Edison Company (DTE) Electric Division reports DTE has Overhead lines, Underground lines, and system conduits along the alley north of East Jefferson and East of Cadillac Boulevard. DTE has no objection provided the Overhead and Underground lines are not disturbed. Foundations for the columns cannot disturb any Underground lines or conduits.

AT&T/SBC Telecommunication reports AT&T has facilities in the requested area of encroachment and can be re-located at the petitioner/requestor's expense.

All other City Departments and privately owned utility companies have reported no objections. Provisions protecting utility installations are part of the attached resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,



Nadim Haidar, Acting Head Engineer
City Engineering Division – DPW

NRP/

Cc: Cathy Square, Director – DPW
Mayor's Office – City Council Liaison

BY COUNCIL MEMBER _____

Whereas, Petition No. 4122 of "Pewabic Pottery" whose address is 10125 East Jefferson Avenue, Detroit, Michigan 48214 request to maintain encroachments into East Jefferson Avenue, 120 feet wide, and Cadillac Boulevard, 100 feet wide with a iron fence, shrubs, planters, exposed aggregate and granite sidewalks and foundations for concrete columns; also request the Honorable City Council accept an easement over the Pewabic Pottery /petitioner's land, a ten (10) feet wide strip of land, for landscaping purposes all in the area of East Jefferson Avenue, 120 feet wide, Hurlbut Avenue, 60 feet wide, and Cadillac Boulevard, 100 feet wide. This request is to enhance the landscape and beautification of East Jefferson; and be it further

RESOVLED, The City Engineering Division – DPW is hereby authorized and directed to issue permits to "Pewabic Pottery", to install and maintain encroachments into East Jefferson with a iron fence, signage, shrubs, planters, exposed aggregate and granite sidewalks and foundations for concrete columns all encroachments lying within the North 30.00 feet of East Jefferson Avenue, 120 feet wide, (including the ten feet easement area to be granted to City of Detroit), the East 15.00 feet of Cadillac Boulevard, 100 feet wide, and the 36.00 feet x 30.00 feet section of the intersection of Cadillac Boulevard 100 feet wide and East Jefferson Avenue, 120 feet wide rights-of-way, adjacent to the following described property:

Lying within East Jefferson Avenue, 120 feet wide, between Hurlbut Avenue, 60 feet wide, and Cadillac Boulevard 100 feet wide, adjacent to Lots E through G, both inclusive, and the West 30.00 feet of Lot D all in the "Walter Works Subdivision" of all that part of Private Claim 257 East of Cadillac Boulevard and between Mack Street and Jefferson Avenue, Hamtramck (now City of Detroit), Wayne County, Michigan as recorded in Liber 9 Page 91, Plats, Wayne County Records;

Lying within Cadillac Boulevard, 100 feet wide, East Jefferson Avenue, 120 feet wide, and Kercheval Avenue, 60 feet wide, adjacent to Lot G all in the "Walter Works Subdivision" of all that part of Private Claim 257 East of Cadillac Boulevard and between Mack Street and Jefferson Avenue, Hamtramck (now City of Detroit), Wayne County, Michigan as recorded in Liber 9 Page 91, Plats, Wayne County Records;

WHEREAS, Approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the street, and at all time, DWSD, its agents or employees, shall have the right to enter upon the street to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other

improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the street, shall be borne by DWSD; and be it further

PROVIDED, That all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

PROVIDED, That construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

PROVIDED, That if DWSD facilities located within the street shall break or be damaged as the result of any action on the part of the petitioner, then such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

PROVIDED, That the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

PROVIDED, That if at any time in the future the petitioner shall request removal and/or relocation of DWSD's facilities in the street being encroached upon the petitioner agrees to pay all costs for such removal and/or relocation; and be it further

PROVIDED, The petitioner, "Pewabic Pottery and/or their assign" shall make application to the Building and Safety Engineering Department for a building permit. The landscaping project (a iron fence, shrubs, signage, planters, exposed aggregate and granite sidewalks and foundations for concrete columns) encroachments shall be installed and maintained in accord with plans submitted to and approved by Building and Safety Engineering Department and/or City Engineering Division. All cost for plan review, inspection, and building permits shall be paid by the petitioner; and further

PROVIDED, That the petitioner shall file with the Finance Department and/or City Engineering Division - DPW 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 faithful or unfaithful performance by the petitioner of the terms thereof. Further, the petitioner shall agree to pay all claims, damages, or expenses that may arise out of the maintenance of the proposed encroachments; and further

PROVIDED, That such use of the public rights-of-way shall be under the rules and regulations of the City Engineering Division in conjunction with the Building and Safety Engineering Department (if necessary). The City of Detroit retains all rights to establish, maintain, inspect, and service any utilities within or over said Public Street; and further

PROVIDED all costs for the construction, maintenance, permits, and use of the landscaping project encroachment(s) within the said public right-of-ways shall be borne by the petitioner. The installation and maintenance of said encroachment(s) shall comply with the rules and regulations of the City Engineering Division – DPW (in conjunction with Buildings and Safety Engineering Department, if necessary), and Traffic Engineering Division – DPW; and further

PROVIDED, If it becomes necessary to repair or replace the utilities located or to be located in the public right-of-ways, by the acceptance of this permission, the landscaping project encroachment(s) owners for themselves, their heirs or assigns, waive claims for any damages to the encroaching installations and agree to pay the costs incurred in their removal, if their removal becomes necessary, and to restore the property affected to a condition satisfactory to the City Engineering Division – DPW (in conjunction with Buildings and Safety Engineering Department, if necessary) at the encroachment owner's expense; and further

PROVIDED, That said permittee shall be subject to any tax under the provisions of the General Property Tax Act, which may be levied against it pursuant to law; and further

PROVIDED, That no rights in the public streets, alleys or other public places shall be considered waived by this permission which is granted expressly on the condition that said landscaping project encroachment(s) 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, That said permits issued by the City Engineering Division – DPW and/or the Buildings and Safety Engineering Department are granted with the distinct understanding that in the event the City Charter, or Detroit Code(s), or ordinance(s), or resolution(s), or City policies (governing the placement of encroachments in public right-of-ways are amended to provide for the levying thereafter, of a fee, charge or rental, to be hereafter determined upon, for the occupancy of public streets, alleys or other public places, that the permittee will pay said fee, charge or rental provided for in said Charter, or code(s), or ordinance(s), or resolution(s), or policies; also said permittee does hereby bind itself thereunto, and accept said permits on the conditions hereby imposed, and in the event said permittee shall contest the validity of said Charter, or code(s), or ordinance(s), or resolution(s), or policies of said fee, charge or rental, or upon refusal to pay same, these permits shall immediately become void; and further

PROVIDED, This resolution is revocable at the will, whim or caprice of the City Council, and permittee hereby waives any right to claim damages or compensation for removal of encroachment(s), and further, that the permittee acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, The installation and maintenance of encroachments [that is, the landscaping project with a iron fence, shrubs, planters, exposed aggregate and granite sidewalks and foundations for concrete columns in the area of East Jefferson Avenue, 120 feet wide, Hurlbut Avenue, 60 feet wide, and Cadillac Boulevard, 100 feet wide; said landscaping project encroachments require the filing of an indemnity agreement and the securing of the necessary permit(s)] referred to herein shall be construed as acceptance of this resolution by "Pewabic Pottery and/or their assign"; and further

PROVIDED, That the landscaping project encroachment(s) permit shall not be assigned or transferred without the written approval of the City Council; and further

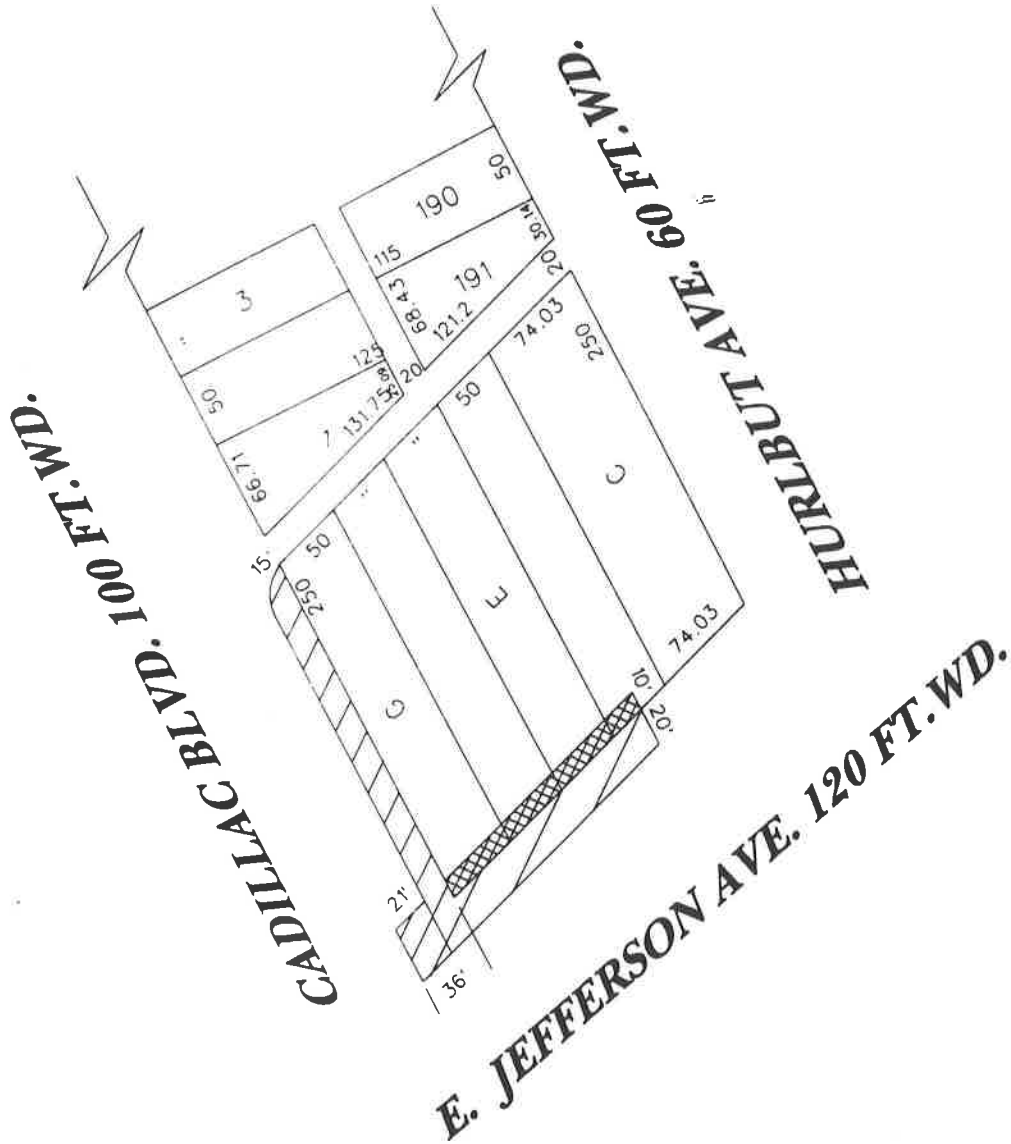
PROVIDED, That the City Clerk shall within 30 days record a certified copy of this resolution and indemnity agreement with the Wayne County Register of Deeds

RESOLVED, That your Honorable Body authorize the acceptance of the following described easement over property owned by the petitioner, subject to the approval of the Traffic Engineering Division – DPW and any other public pr privately owned utility company, if necessary;

Land in the City of Detroit, Wayne County, Michigan, being the Southeasterly 10.00 feet of property described as Lots F and G, excepting the Northerly part thereof measuring 67.00 feet on the West line of Lot G and 98.5 feet on the East line Lot F, also, Lot E and D except that part of said Lot D, described as: Commencing at the Southeasterly corner of said Lot and running parallel to the Easterly line of said Lot to the Northerly line of said Lot: Thence Easterly on the Southerly line of the alley in the rear of said Lot to the Northeasterly corner of said Lot and thence Southerly along the Easterly line of said lot to the place of beginning, as per Warranty Deed recorded in Liber 575, Page 63, Wayne County Records. Water Works Subdivision, of all that part of Private Claim 257 east of Cadillac Boulevard and between Mack Street and Jefferson Avenue, Wayne County, Michigan in Liber 9 Page 91, Wayne County Records;



PETITION NO. 4122
PEWABIC POTTERY
10125 E. JEFFERSON AVE.
DETROIT, MI 48214
c/o TERESE A. IRELAND
PHONE NO. 313-822-0954



-AREA OF ENCROACHMENT



-DEDICATION OF EASEMENT (WITH ENCROACHMENT)

(FOR OFFICE USE ONLY)

CARTO 54d

B						REQUEST TO ENCROACH INTO CADILLAC AVE. 100 FT. WD. AND JEFFERSON AVE. 120 FT. WD. WITH A IRON FENCE, SHRUB, EXPOSED AGGREGATE SIDEWALKS, GRANITE, PLANTERS AND FOUNDATION FOR CONCERT COLUMNS FOR FENCING; ALSO DEDICATION OF AN 10.00 FT. WD. EASEMENT WITH SAME ENCROACHMENT.	CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
A								JOB NO. 01-01
DESCRIPTION		DRWN	CHKD	APPD	DATE			
DRAWN BY		REVISIONS						
DATE		CHECKED						
8/21/06		APPROVED						

City of Detroit —
Indemnity Agreement

THIS AGREEMENT is entered into as of the 29 day of August, 2006, by and between the City of Detroit, a Municipal Corporation of the State of Michigan, acting by and through its Finance Department ("City") and The Pewabic Society, Inc. ("Pewabic") 10125 E. Jefferson, Detroit, MI 48214.

WITNESSETH:

- 1) WHEREAS, Pewabic operates a non profit 501C3 organization and seeks to enter into an agreement with the City and Michigan Department of Transportation ("M-DOT) to complete a Streetscape Improvement Project, and
- 2) WHEREAS, this project is described as "The City of Detroit will streetscape one tenth of a mile of East Jefferson Street. The project is located adjacent to the Pewabic Pottery Campus and is part of the campus expansion program. The improvements include plain and exposed aggregate sidewalks, concrete planters, curbs, landscaping including shade trees, shrubs, ground covers and perennials, ornamental street lighting and accent lighting, and
- 3) WHEREAS, Pewabic petitioned City Council to issue a permit to complete stated work, and
- 4) WHEREAS, City Council granted Pewabic's request provided that it obtained and executed an indemnification and maintenance agreement satisfactory to the 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 permit, Pewabic hereby enters into the following agreement:

1. DEFINITIONS

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

"Associates" shall mean in reference to the permittee, its personnel, employees, consultants, subcontractors, agents, parent company, 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 #4122 a copy of which petition together with a copy of the Detroit City Council resolution granting the petition is attached and made a part of this Indemnity Agreement.

"Permittee" shall mean the person(s) or entity(ies) permitted to the Streetscape Improvement Project pursuant to the resolution of the Detroit City Council granting petition # 4122.

"Permitted Activities" means all activities allowed under any permit granted to Pewabic pursuant to the City Council's resolution granting petition # 4122, including similar activities prior to the inception of the permit period and after its close.

2. INDEMNITY

The Pewabic Society, Inc. a nonprofit 501-C organization located at 10125 E. Jefferson, Detroit, MI 48214, ("Pewabic"), does hereby accept the terms and conditions of the City Council Resolution granting Petition #4122 of 2006, which authorizes the establishment of a Streetscape Improvement Project. Pewabic agrees to comply with its requirements; and further, pursuant to the said Resolution, Pewabic does hereby agree to save harmless the City of Detroit ("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(s), or the performance or non-performance by Pewabic of the terms of the Permit(s).

3. INSURANCE

3.01 Pewabic shall maintain, at a minimum and at its expense, during the term of this permit the following insurance:

- a) General Liability \$1,000,000 each occurrence
\$2,000,000 aggregate

The Commercial liability insurance policy shall name the "City of Detroit" as an additional insured and shall stat that Pewabic's insurance is primary and not excess over any insurance already carried by the City of Detroit.

- 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 of 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, Pewabic will 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 Pewabic'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 Pewabic as the insured and provide a commitment from the insurer that such policies shall not be cancelled or reduced without at least thirty (30) days prior written notice to the City.
- 3.05 Pewabic shall be responsible for payment of all deductibles contained in the insurance required hereunder. The provisions requiring Pewabic to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of Pewabic under this Agreement.

4. MAINTENANCE

- 4.01 Pewabic shall be responsible for all maintenance including snow removal and repair of aggregate, pavement and fencing. It is the responsibility of the Contractor to maintain landscaping for a period of two (2) years following planting. At that time, Pewabic will take responsibility for all landscaping. All such maintenance must be performed in compliance with City ordinances and to the satisfaction of the City Engineer.

WITNESSES:

PERMITEE:

The Pewabic Society, Inc.

BY: 

Terese A. Ireland

ITS: Executive Director

**EASEMENT
To the City of Detroit**

The Grantors, Pewabic Society, Inc., for the sum of \$0.00 (No Dollars and No Cents) conveys to the City of Detroit, whose address is Detroit, Michigan, an easement for a portion of the Pewabic Pottery Area Streetscape Improvement Project, including but not limited to a decorative fence and miscellaneous landscaping, in, over and upon the real estate located in the City of Detroit, County of Wayne described as:

The southeasterly 10 feet of property described as Lots F and G, excepting the northerly part thereof measuring 67 feet on the west line of Lot G and 98.5 feet on the east line Lot F, also, Lot E and D except that part of said Lot D, described as: Commencing at the southeasterly corner of said lot and running parallel to the easterly line of said lot to the northerly line of said lot; Thence easterly on the southerly line of the alley in the rear of said lot to the northeasterly corner of said lot and thence southerly along the easterly line of said lot to the place of beginning, as per Warranty Deed recorded in Liber 575, Page 63, Wayne County Records. Water Works Subdivision, of all that part of Private Claim 257 east of Cadillac Boulevard and between Mack Street and Jefferson Avenue, Wayne County, Michigan in L.9, P.91, Wayne County Records.

Subject to the following: This conveyance includes the consent of the grantors that no billboard shall be erected, permitted or maintained on the right of way as described and that all existing and future mortgages shall be subordinate to the easement.

The project is described as follows:

City of Detroit Department of Public Works in cooperation with the Michigan Department of Transportation and the Federal Highway Administration
Pewabic Pottery Area Streetscape on Jefferson Avenue from Cadillac Street to 112 feet west of Hurlbut Street

Control Section: STE-82400
Job NO. 81192A
Federal Project Number STP-0582(107)
Federal Item Number RR 4584
Enhancement Number 20030209

Signed the 9th day of March 2006

Thomas A. Fulmer
Witness

Bob Bennett
Grantor

Corporate Acknowledgment

State of Michigan

County of Wayne

The foregoing instrument was acknowledged before me this 9th Day of

March, 2006 by Roger Carlett the
(name of officer)

Board Chair of Pewabic Society, Inc.
(title of officer)

Mary E. Lordon
Notary Public

Macomb Michigan 2/22/09
County Commission Expires

MARY E. LORDON
Notary Public, State of Michigan
County of Macomb
My Commission Expires Feb. 22, 2009
Acting in the County of Wayne

EASEMENT EXHIBIT "A"


Proposed 10 feet wide easement to the CITY OF DETROIT for fence construction and landscape maintenance over the southeasterly 10 feet of property described below.

Lots F and G, excepting the northerly part thereof measuring 67 feet on the west line of Lot G and 98.5 feet on the east line Lot F, also, Lot E and D except that part of said Lot D, described as: Commencing at the southeasterly corner of said lot and running thence westerly on the northerly line of Jefferson Avenue, twenty (20) feet; Thence northerly parallel to the easterly line of said lot to the northerly line of said lot; Thence easterly on the southerly line of the alley in the rear of said lot to the northeasterly corner of said lot and thence southerly along the easterly line of said lot to the place of beginning, as per Warranty Deed recorded in Liber 575, Page 63, Wayne County Records. Water Works Subdivision, of all that part of Private Claim 257 east of Cadillac Boulevard and between Mack Street and Jefferson Avenue, Wayne County, Michigan in L.9, P.91, Wayne County Records.

CLIENT: SCHERVISH VOGEL CONSULTING ARCHITECTS
 ADDRESS: 277 GRATIOT, SUITE 500
 CITY, STATE & ZIP: DETROIT, MI 48226
 CITY: DETROIT P.C.: 257 COUNTY: WAYNE
 DATE: 03/08/06 DRAWN BY: D.B.GREEN
 JOB NO.: 06-039 SHEET NO.: 1 OF 2
 SCALE: 1" = 40'

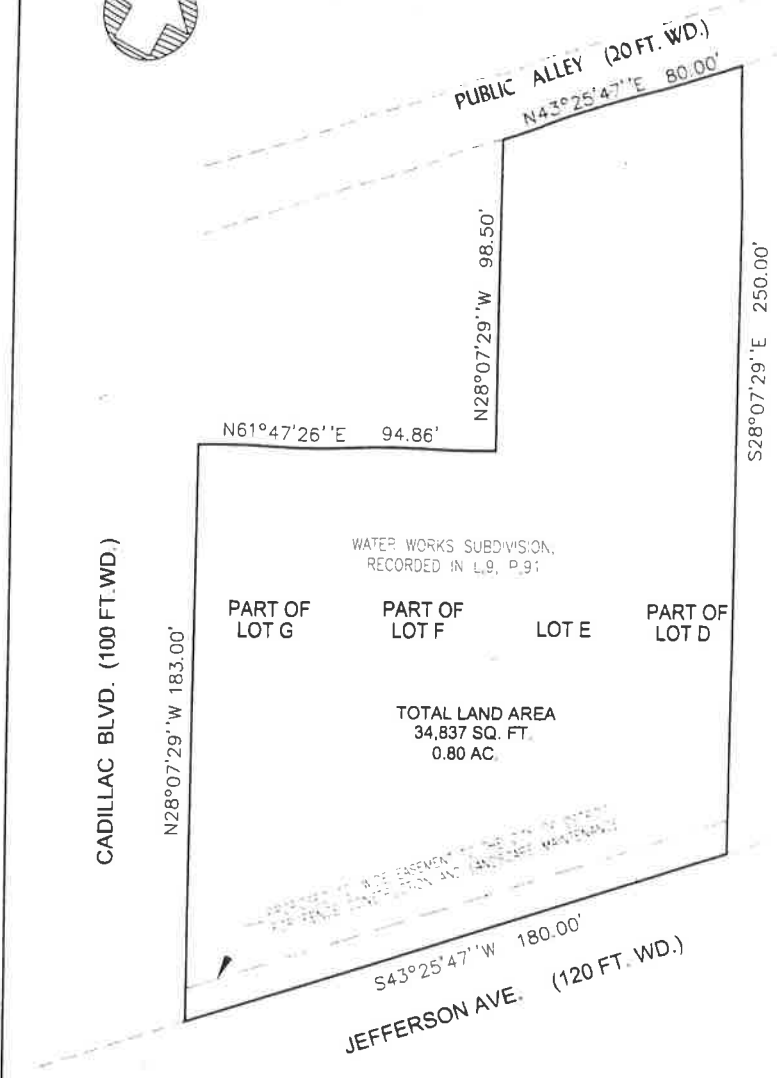
BOOK/PAGE: N/A

Mar 09, 2006 - 10:16am
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Stephen R. Jacobi
 STEPHEN R. JACOBI PROFESSIONAL SURVEYOR #43057

EASEMENT EXHIBIT "B"



CLIENT: SCHERVISH VOGEL CONSULTING ARCHITECTS
 ADDRESS: 277 GRATIOT, SUITE 500
 CITY, STATE & ZIP: DETROIT, MI 48226
 CITY: DETROIT P.C.: 257 COUNTY: WAYNE
 DATE: 03/08/06 DRAWN BY: D.B. GREEN
 JOB NO.: 06-039 SHEET NO.: 2 OF 2
 SCALE: 1" = 40'
 BOOK/PAGE: N/A

LEGAL DESCRIPTION: SEE SHEET 1 OF 2

STATE OF MICHIGAN

STEPHEN R. JACOBI
 PROFESSIONAL SURVEYOR
 No. 43057
 LICENSED PROFESSIONAL SURVEYOR

Stephen R. Jacobi
 STEPHEN R. JACOBI PROFESSIONAL SURVEYOR #43057

Mar 09, 2006 - 10:16am
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