

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Thursday, December 07, 2006

To: *The Department or Commission Listed Below*

From: *Janice M. Winfrey, 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.

CITY PLANNING COMMISSION CITY COUNCIL RESEARCH & ANALYSIS
DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT

1112 *McKenna Associates Incorporated, request City of Detroit's acceptance of pedestrian easement, granted by Wayne County/Arab American Chaldean Council, to be constructed over 55 West Seven Mile Road, Tax Parcel #: Ward 1, Item 6923-6; Enhancement Grant #JN83657AENH03-0305.*

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RECEIVED
CITY ENGINEERING DIVISION
DEC 11 2006

By _____

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NOEL

September 22, 2006

1112

The Honorable City Council
1340 Coleman A. Young Municipal Building
Detroit, Michigan 48226

RECEIVED
CITY CLERK



RE: Pedestrian Easement request for JN 83657A ENH 03-0305 - Wayne County - ACC Seven Mile Neighborhood Development MDOT Enhancement Project

Honorable Council Members:

On behalf of the Arab American Chaldean Council (ACC), Wayne County, and the City itself, I am writing to request your acceptance of a pedestrian easement to be granted to the City, as requested by Wayne County, and supported by City Engineering, over 55 West Seven Mile Road, Tax Parcel Number: Ward 1 Item 6923-6. Please see attached warranty deed.

This easement is critical, and time sensitive, in order to remain on track for receipt of the Transportation Enhancement Funding granted to the City of Detroit in March of 2005 (see attached letter of intent). The property is currently owned by the ACC, with development fully funded by the Enhancement Grant # JN 83657A ENH 03-0305, and intended to be maintained by the ACC in perpetuity (Legal documentation of the maintenance agreement is on file with the City of Detroit Legal Department). We are simply seeking a legal pedestrian easement over the property to fulfill the requirements set forth by the State of Michigan.

We have been working closely with Mr. Jose T. Abraham, DPW Director and Mr. Noel Perry in order to finalize this easement. With your approval and recommendation that the City accept the easement from the Arab American Chaldean Council we can move forward with construction and this development will be the first pocket park within the Seven Mile Neighborhood area; recently named a Cool Cities "Neighborhoods in Progress" by Governor Granholm.

Thank you for your consideration of this matter. The project team is certain that the Seven Mile Development project will be a shining example of collaboration between the City of Detroit, Wayne County, the State of Michigan and great Social Services agencies like ACC.

Respectfully,

McKenna Associates, Incorporated

Courtney Picotowski Miller
Courtney Picotowski Miller, RLA, ASLA
Principal Landscape Architect

Attachments

Cc: Mr. Isa Hasan, ACC Seven Mile Director
Mr. Jose T. Abraham, City of Detroit DPW
Mr. Noel Perry, City of Detroit

235 East Main Street
Suite 105

Northville, MI 48167

TEL 248-596-0920

FAX 248-596-0930

151 South Rose Street

Suite 920

Kalamazoo, MI 49007

TEL 269-382-4443

FAX 269-382-4540

30 East Mulberry Street

Suite A

Lebanon, OH 45036

TEL 513-934-2345

FAX 513-934-2809

10 West Streetsboro Street

Suite 204

Hudson, OH 44236

TEL 330-528-3342

FAX 330-343-5639

TOLLFREE 888-226-4326

WEB www.mckna.com

WARRANTY DEED FOR CORPORATION
47-065-023 (3/97)

First American Title Insurance Company



The Grantor **Amara Realty Company, a Michigan Corporation**

whose address is 25021 Southfield Road Suite 202 Lathrup Village, MI 48076

conveys and warrants to **Arab-American and Chaldean Council (ACC)**

whose address is 28551 Southfield Road Suite 204 Lathrup Village, MI 48076

the following described premises situated in the City of Detroit, County of Wayne and State of Michigan:

Parcel 1: Lot 281 and vacated alley adjoining, **Lindale Park Subdivision**, as recorded in Liber 32, Page 84 of Plats, Wayne County Records.

Parcel 2: Lot 262 and the South 15 feet of Lot 288 and 1/2 vacated alley adjoining in rear, **Lindale Park Subdivision**, as recorded in Liber 32, Page 84 of Plats, Wayne County Records.

Parcel 3: Lot 208, **James E. O'Flaherty's Log Cabin Subdivision**, as recorded in Liber 27, Page 13 of Plats, Wayne County Records.

Parcel 4: Lots 211, 212, 213 and 214, and the East 30 feet of Lot 215, **James E. O'Flaherty's Log Cabin Subdivision**, as recorded in Liber 27, Page 13 of Plats, Wayne County Records.

Parcel 5: Lots 1 through 5, inclusive, **Lindale Park Subdivision**, as recorded in Liber 32, Page 84 of Plats, Wayne County Records.

- Tax Parcel No. Ward 1 Item 8963
- Ward 1 Item 8984
- Ward 1 Item 8913
- Ward 1 Item 6923-6
- Ward 1 Item 7075-8

Common Address: 7181 28 Barry
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for the sum of \$900,000.00 Nine Hundred Thousand Dollars and 00/100

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Date of Closing: February 24, 2004

Handwritten initials and numbers: 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200

ACC 7 MILE

Page 2 of Warranty Deed from

Subject to easements and building and use restrictions of record and subject to acts or omissions of the grantee subsequent to June 26, 2002, the date of a certain land contract pursuant to which this deed is given.

Date: February 24, 2004

Signed in the presence of

Witness: _____

Witness: _____

Amara Realty Company, a Michigan Corporation

[Signature]

By: _____

As: _____

STATE OF MICHIGAN

COUNTY OF OAKLAND

} SS

The foregoing instrument was acknowledged before me this 24th day of February 2004 by Andraos G. Kostrouh, President of Amara Realty Company a Michigan corporation, on behalf of the corporation.

[Signature]

Notary Public
County, Michigan

My Commission Expires 03/31/2010

County Treasurer's Certificate

City Recorder's Certificate

Drafted By:
Amara Realty Company
26021 Southfield Road Suite 202
Lathrup Village, MI 48076

When recorded return to:
AVB Amara and Stakeholders Council
26021 Southfield Rd. Suite 204
Lathrup Village, MI 48076

TR008



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANDINGS

March 15, 2005

JENNIFER M. GRANHOLM
GOVERNOR

GLORIA J. JEFF
DIRECTOR

The Honorable Kwame Kilpatrick
City of Detroit
2 Woodward Ave
Detroit, MI 48226

Dear Mayor Kilpatrick:

**Transportation Enhancement Project ENH200300305
Phase I: Community & Neighborhood Development Initiative: The Seven Mile Project
Project Funding Notification**

On behalf of the Michigan Department of Transportation (MDOT), it is my pleasure to inform you that your application for Fiscal Year 2005 Transportation Enhancement Program (TE) funding has been approved. The details of this award are presented in the enclosed Award Summary. **Congratulations!** We look forward to working with you to move your project to implementation efficiently and effectively.

A copy of this letter has been sent to Mr. Jose Abraham, the contact person named in your application. With that copy, we have enclosed several documents associated with the implementation process. These documents introduce the steps you must take to move your project to construction. The remainder of this letter explains the documents enclosed in the contact person's packet, identifies implementation tasks, and highlights important points to remember about how TE funding works.

Enclosures

Enclosed are three documents to assist you in project implementation. They are the *Award Summary*, *Implementation Options for Local Agencies*, and the *Enhancement Project Schedule Form for Fiscal Year 2004 Awards*.

1. **Award Summary:** A summary of your funding award, including the recommended TE award amount, the committed match amount, and the scope of the funded project.
2. **Implementation Options for Local Agencies:** An explanation of local and MDOT contracting options, process constraints, and pros and cons for each method.
3. **Project Implementation Schedule Form:** A form documenting an implementation schedule for your project that results in construction beginning on your project within 2 years of this funding award. The form is to be completed by your project manager and returned to this office within 30 days.

The Honorable Kwame Kilpatrick
Page 2
March 15, 2005

Project Implementation

Now that your project has been awarded TE funding, your primary relationship with MDOT shifts from the TE program office to the Local Agency Programs Unit (LAP). Working with LAP, you will accomplish the steps necessary to implement your project. Information regarding the implementation process, and the forms necessary to work through this process, can be obtained by accessing LAP's webpage at www.michigan.gov/mdotlap. Questions on implementing TE projects should be directed to Bruce Kadzban, P.E., Enhancement Engineer, at 517-335-6779.

The steps identified below get you started on implementing your project, and complete the transition from working with the TE program office to working with LAP.

1. **First Implementation Task:** The first step is to decide whether to let your project locally or use MDOT's bid letting process. The enclosed document entitled *Implementation Options for Local Agencies* explains the two options. Key considerations in choosing between implementation options include administrative responsibilities and cash flow requirements.
2. **Second Implementation Task:** Within 30 days of the date on this letter, you must submit a project implementation schedule. Your project must be under construction within two (2) years of the date of this letter or funding may be withdrawn. The schedule you submit will provide us the basis upon which to monitor our mutual progress toward completing your project. The enclosed form lists and explains the project progress milestones for which your schedule must provide dates. Please complete the form and return it to the TE office by the deadline.
3. **Subsequent Implementation Tasks:** After filing your project schedule with the TE office, the remaining implementation steps are administered through MDOT's LAP unit. You should begin working with LAP on these steps immediately in order to ensure that your project is underway within the two year deadline. When questions arise, please feel free to contact Bruce Kadzban at 517-335-6779 who will assist you as you work through the project implementation steps.

TE Funding Constraints

As you begin the process necessary to implement your project, it is very important to remember these critical attributes of TE funding:

1. Absolutely no costs are eligible for reimbursement from federal funds prior to a) execution of a **FUNDING CONTRACT** between MDOT and you, the applicant/recipient, and b) MDOT's subsequent written authorization to proceed. *This letter is NOT the FUNDING CONTRACT.*

The Honorable Kwame Kilpatrick

Page 3

March 15, 2005

2. If you opt to let your project locally, additional steps on your part must be completed after the funding contract is executed. After completing these additional steps, MDOT will issue written Notification to Proceed with Advertising and written Notification to Proceed with Contracted Work. Only after you receive these written notifications do expenditures become eligible for reimbursement from federal funds.
3. Only costs associated with the project described in the application, and reflected in Enclosure #1, *Award Summary*, are eligible for reimbursement from federal funds. If extenuating circumstances emerge which necessitate a change in the project from the way it is described in the *Award Summary*, a project scope change request must be submitted and approved by the TE program office. Without an approved scope change, those costs are ineligible and may not be reimbursed.
4. For locally let TE projects, TE funds are released by MDOT as a *reimbursement* for project costs incurred, remitted, and then billed to MDOT by the recipient. Funding is *NOT* available in advance of costs being incurred and paid; hence, you must be prepared for the cash flow required for your project.

We look forward to receiving your schedule and working with you to make this project a reality for your community. When questions arise, please do not hesitate to contact Michael Eberlein, Enhancement Program Manager, at 517-335-1069. Again, congratulations on being selected for TE funding.

Sincerely,

Jacqueline G. Shim, Administrator
Transportation Economic Development and Enhancement

Enclosures

- cc: J. Abraham, City of Detroit
 H. Saab, Wayne County
 I. Hasan, Arab American and Chaldean Council



IMPLEMENTATION OPTIONS FOR LOCAL AGENCIES

The implementation of TE projects may be administered in different ways, each with its own advantages/disadvantages. The key consideration in choosing among implementation options is the bid letting process. Local agency applicants may let their own projects or use MDOT's bid letting process. The table below clarifies the responsibility for project administration for each of the two possible options.

TABLE 1 - OPTIONS FOR PROJECT IMPLEMENTATION

Project Administrator (letting, billing and payment)	
MDOT	Local Agency
<p><i>Local Agency is applicant; MDOT is administrator.</i></p> <p>MDOT</p> <ul style="list-style-type: none"> ▪ Develops the bid package, ▪ Bids the project through its internal processes, ▪ Awards and administers the construction contract, ▪ Pays the contractor the total project costs, ▪ Bills the local agency for its share of costs. 	<p><i>Local agency is applicant and administrator.</i></p> <p>Local Agency</p> <ul style="list-style-type: none"> ▪ Develops the bid package, ▪ Bids the project (guided by federal/state requirements), ▪ Awards and administers the construction contract, ▪ Pays the contractor the total project costs, ▪ Bills MDOT for the federal/state share of costs.

The major difference between local administration and MDOT administration is local partner cash flow needs. When the local agency administers the project, it must have sufficient cash to pay contractor billings in full, before seeking reimbursement from MDOT for the federal/state share of the costs. When MDOT lets and administers the project, local partners need cash sufficient to reimburse MDOT for only the local match share of project costs.

For Example: For a \$100,000 project with a 20 percent local match, local agency administration will require the local agency to pay out 100 percent of the \$100,000 project cost, and then bill MDOT for reimbursement of the \$80,000 federal share. For the same project, MDOT administration would require the local agency to pay an MDOT bill of \$20,000, the local match share, after MDOT has reimbursed the contractor for \$100,000 in project costs.

In addition to the difference in cash flow requirements, there are other important differences between local letting and MDOT letting. TABLE 6.2 compares the letting process steps for local versus MDOT letting. TABLE 6.3 highlights the differences and whether they represent an advantage or disadvantage to the local agency.



TABLE 6.2 COMPARISON OF MDDT VERSUS LOCAL LETTING PROCESS

LOCAL LETTING		MDOT LETTING	
Process Step	Factor	Process Step	Factor
Send Program Application to MDOT/LAP			Local
Send <u>Local Contracting Certification and Conditions for Local Contract Development and Administration</u> form to MDOT/LAP	Local		
Send GI (Grade Inspection) package to MDOT/LAP (GI package includes Plans, Specifications & Detailed Cost Estimate, otherwise known as PS&E)			Local
Schedule GI			Both
Conduct GI; discuss <ul style="list-style-type: none"> PS&E package Information, steps, and requirements for local letting proposal package 	Both	Conduct GI; discuss <ul style="list-style-type: none"> PS&E package 	Both
Revise PS&E package based upon comments from the GI			Local
Send to MDOT/LAP <ul style="list-style-type: none"> Final PS&E package Final proposal package for advertising; contents discussed at GI <u>Proposal Certification and Request to Advertise</u> forms 	Local	Send to MDOT a final PS&E package	Local
		Generate draft proposal for advertising and send to Local Agency for review	MDOT
Review final package; send <u>Local Agency Notification to Proceed with Advertising</u>	MDOT	Review draft proposal, approve, and send MDOT approval to advertise	Local
Advertise the project for a minimum of 3 weeks	Local	Advertise the project for 4 to 5 weeks	MDOT
Issue Addendum if necessary	Local	Issue Addendum if necessary	MDOT
Hold letting	Local	Hold letting	MDOT
Certify bids and send <u>Certification of Contractor Selection and Request to Award</u> forms to MDOT	Local	Confirm bids	MDOT
Send Notification to Proceed/Award letter to Local Agency	MDOT		
Award project to successful bidder	Local	Award project to successful bidder	MDOT
Pay contractor; submit invoices and evidence of payment to MDOT for reimbursement of federal/state share of cost	Local	Pay contractor; bill Local Agency for local share of cost	MDOT
Reimburse the Local Agency	MDOT	Reimburse MDOT	Local



Michigan Department of Transportation
Transportation Enhancement Program

TABLE 6.3 MDOT LETTING ADVANTAGES/DISADVANTAGES FOR THE LOCAL AGENCY

MDOT generates the bid package, relieving the local agency of learning federal and state requirements and compiling that material in a satisfactory manner.	Advantage
MDOT awards the project by direct agreement with the selected contractor, saving the local agency the contract administration burden.	Advantage
MDOT pays the contractor and bills the local agency for local share.	Advantage
MDOT advertises the project for bid for 4 to 6 weeks. Local advertising allows for a shorter time (3 weeks minimum).	Disadvantage
MDOT charges the local agency a fee for the costs of the letting process.	Disadvantage

On balance, the advantages of using the MDOT letting process outweigh the disadvantages. For a small fee, the local agency eliminates the administrative burden of the letting process including

- Responsibility for paying 100 percent of project costs prior to seeking reimbursement,
- Learning and meeting myriad federal and state requirements for the bid package, and
- Managing a construction project and contract

Contractors are familiar with MDOT's letting process and schedules, and MDOT administration of construction contracts, which may result in better bid prices.

Exception: For historic preservation projects, there is no advantage in using the MDOT letting process. These projects typically involve work not normally designed, administered, or overseen by the department. As a result MDOT has no additional value to add to the project by letting it through a process designed to implement roadwork. Local recipients of TE funding awards for historic preservation projects may assume their project will be let through the local letting process, not through MDOT's letting process.

While the ideal letting will take two to six weeks longer using the MDOT process, local lettings often suffer delays associated with compiling a bid package that meets requirements. The cycles of interaction with MDOT at several stages of the local letting process have the effect of equalizing the time elapsed from grade inspection to contract award between the two processes.

The negotiated project development roles of MDOT and the Local Agency will affect the decision regarding which partner lets the project. Responsibility for design engineering and/or construction engineering, coordination at any stage with another construction project, and relative levels of financial participation are examples of factors which may influence the letting choice. In general, the decision about project implementation should aim to minimize

- Project development time elapsed from application to construction,
- The number of contractual agreements required to carry out the project,
- The number of handoffs of responsibility for project development stages among participants, and
- The total administrative burden on all partners.

For additional information or if you have any questions, please contact Bruce Kadzban P.E., Enhancement Engineer, at 517-335-6779.

MICHIGAN DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENHANCEMENT ACTIVITY

6/17/2005 14:39:34

Page 1 of 1

2005 AWARD SUMMARY

Project Number: ENH200300305
Applicant: Wayne County
Project Name: Phase I: Community & Neighborhood Development Initiative: The Seven Mile Project

TEA Amount Requested:	\$630,912.80
Original Match:	\$157,728.20
Total Project Cost Requested:	\$788,641.00

TEA Amount Recommended Pending Final Reviews and Approvals:	\$630,912.80	80.00 %
(Prorated) Applicant / Sponsor Match:	\$157,728.20	20.00 %
TEA Recommended + Prorated Match:	\$788,641.00	

Funded (Participating) Work:

Wayne County, in partnership with the Arab Chaldean Council and the City of Detroit, will construct streetscape improvements on three tenths of a mile of Seven Mile Road between John R. Road and Carman Avenue in the City of Detroit. Improvements include concrete and brick paver sidewalks, street trees, stamped concrete crosswalks, ornamental street lighting, planting beds and street furniture. The project budget is \$788,641 including \$630,913 in federal funds and \$157,728 from Wayne County.

Total Non-Participating Amount (Not Recommended) : \$0.00

June 29, 2007

Honorable City Council:

RE: Petition No. 1112 – McKenna Associates Incorporated request that the City of Detroit accept a pedestrian easement over land owned by the Arab American Chaldean Council (“ACC”) at 55 West Seven Mile Road, also West Seven Mile Road, Bentwood, John R., and Charleston.

Petition No. 1112 of “McKenna Associates Incorporated,” on behalf of the Arab American Chaldean Council, requests the Honorable City Council to accept a pedestrian easement over a parcel of land identified by street address as 55 West Seven Mile Road located on the south side West Seven Mile Road, 66 feet wide, and between Charleston Avenue, 50 feet wide, and John R. Avenue, 66 feet wide. The public easement is required to construct streetscape improvements on West Seven Mile Road between Charlston Avenue and John R. Street using federal Transportation Enhancement Funds administered by the Michigan Department of Transportation (“M-DOT”). This Enhancement Funding will cover the construction of the first pocket park within the Seven Mile Neighborhood area, recently named a Cool Cities “Neighborhood in Progress”.

The “Enhancement Area Easement” will be placed on property owned by the Arab American Chaldean Council (“ACC”), which has agreed to maintain this Enhancement Area Easement in perpetuity pursuant to terms and conditions set forth in its Seven Mile Streetscape Improvement Project Agreement with the Department of Public Works previously authorized and approved by City Council resolution adopted effective August 21, 2006. The ACC has also agreed to accept additional terms and conditions recommended to City Council by Vincent R. Nathan, Director of the Department of Environmental Affairs, by letter dated March 19, 2007, with respect to indemnification of the City, in form acceptable to the Law Department, and other environmental concerns and physical matters pertaining to the improvements.

One of the requirements of the M-DOT Transportation Enhancement Grant is that City Council authorize acceptance of a grant by ACC, as property owner, of public easement rights over the area required for construction of the park.

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

Respectfully submitted,



Jessy Jacob, Interim City Engineer
City Engineering Division – DPW

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

WAIVER OF RECONSIDERATION IS REQUESTED

BY COUNCIL MEMBER _____

WHEREAS, City Council previously approved application for, in collaboration with Wayne County and the Arab American Chaldean Council ("ACC"), and acceptance of federal Transportation Enhancement Grant Funds, administered by the Michigan Department of Transportation ("M-DOT"), for construction of the West Seven Mile Road Streetscape Project (the "Project"); and

WHEREAS, the Project includes construction of a pocket park on a parcel of land identified by street address as 55 West Seven Mile owned by the ACC; and

WHEREAS, the Department of Public Works ("DPW") previously executed and entered into an Agreement with the ACC under which the ACC agreed, among other things, to be responsible for any Project costs deemed ineligible for Transportation Enhancement Grant funding and for maintenance of Project improvements, after completion, "in perpetuity"; and

WHEREAS, DPW has now approved the plans for Project improvements, but an unfulfilled condition precedent to Transportation Enhancement Grant funding is the grant by the ACC, as property owner, of public easement rights over and across the parcel proposed for development and use as a pocket park; and

WHEREAS, in order to meet the grant requirements, it is necessary that an Enhancement Area Easement be authorized by your Honorable Body and determined to be under DPW's control and jurisdiction.

NOW THEREFORE BE IT RESOLVED, that the ACC's offer to grant of public pedestrian easement rights over the parcel located at 55 West Seven Mile Road is hereby accepted and an Enhancement Area Easement is hereby authorized and established as being under DPW's control and jurisdiction for the parcel of land more particular described as:

Land in the City of Detroit, Wayne County, Michigan, being the East 30.00 feet of Lot 215 and the West 16.00 feet of Lot 214 of the "James E. O'Flaherty's Log Cabin Subdivision" of part of the Northeast ¼ of the Northeast ¼ of Section 11, T.1S., R.11E., Greenfield Township (now City of Detroit), Wayne County, Michigan as recorded in Liber 27, Page 13, Plats, Wayne County Records;

PROVIDED, that the ACC, as owner of the land on which the Enhancement Area Easement is located, for itself and together with, for and by its successors and assigns, if any, shall be responsible for maintenance of the easement area "in perpetuity," which shall be defined as until such time as City Council, in its sole discretion, by resolution, relinquishes all right, claim and interest in public pedestrian easement rights over and across the subject parcel; and be it further

PROVIDED, that any work to be done in the public right-of-way is subject to plan review by the City Engineering Department, any and all necessary permits are acquired, and specifically with respect to park improvements constructed on the Enhancement Area Easement: (1) any and all materials used for construction of improvements, e.g., such as swings, slides, play scapes, woodchips, soil, etc., shall meet all applicable environmental standards; (2) the top soil used as the final layer for the site shall be at least 6 inches thick of clean soil, with certification of such supported by laboratory data; and (3) the 6" thick clean soil layer shall be maintained "in perpetuity" for so long as the easement area is available for public access and use for park purposes; and be it further

PROVIDED, that the ACC, as owner of the property and grantor of public easement rights over and across the Enhancement Area Easement, for itself, its successors and assigns, agrees to save harmless and indemnify the City of Detroit (the "City") from any and all liabilities, obligations, penalties, costs, charges, losses, damages, or expenses (including but not limited to, 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 any of the following occurring:

- (a) Any intentional, negligent or tortious acts by Grantor, Grantor's contractors, agents, representatives and employees resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible or real property, including the loss of use therefrom, without regard for whether said act or claim arises prior to or subsequent to conveyance of the pedestrian easement to the City; or
- (b) Any environmental claim or violation of any environmental law, whether for personal injury, property damage or otherwise, without regard for whether said claim or violation arises prior to or subsequent to conveyance of the pedestrian easement to the City; or
- (c) Any and all injury to the person or damage to the property of any person on, about, traversing, playing on or in any way using the pedestrian easement granted to the City, without regard for whether said claim or violation arises prior to or subsequent to conveyance of the pedestrian easement to the City; 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.

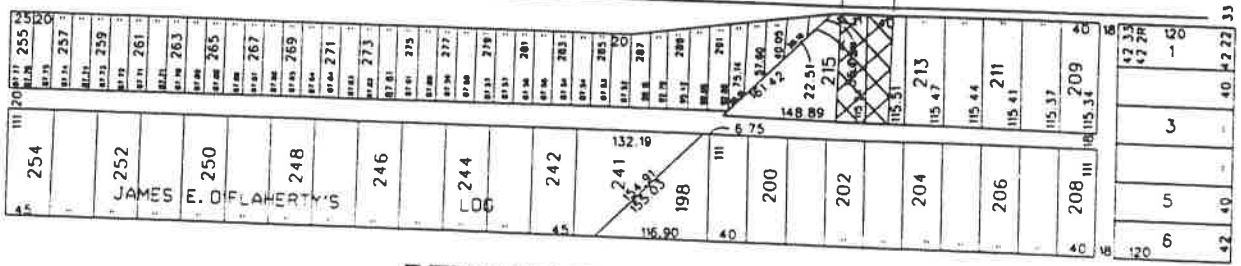
PETITION #1112
McKENNA ASSOCIATES INCORPATED
235 E. MAIN ST.
NORTHVILLE, MI 48167
c/o COURTNEY P. MILLER
PHONE #248-596-0920, FAX 248-596-0930



CHARLESTON 50 FT. WD.

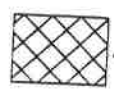
W. SEVEN MILE 66FT. WD.

46 FT.



BENTWOOD 50 FT. WD.

JOHN R. 66 FT. WD.



-DEDICATION OF A EASEMENT
(FOR A PEDESTRAIN WALKWAY)

(FOR OFFICE USE ONLY)

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	CHECKED				
DATE	APPROVED				
ahb					
12/12/06					

REQUESTED TO DEDICATE A 46 FT. PORTION OF PROPERTY TO BE USED AS A PEDESTRIAN WALKWAY IN THE BLK. BND. BY SEVEN MILE, BENTWOOD, JOHN R. AND CHARLESTON.

CARTO 36c

CITY OF DETROIT
CITY ENGINEERING DEPARTMENT
SURVEY BUREAU
JOB NO. 01-01
DRWG. NO. x1112.dgn

July 6, 2005

Honorable City Council:

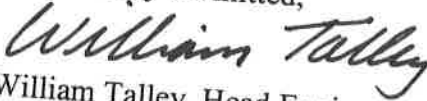
RE: The Conner Creek Greenway Project Area Easement

As a part of Phase Two of the Conner Creek Greenway ("Improvement Area Easement"). The City of Detroit, through the Department of Public Works (DPW), in cooperation with the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHA), has agreed to permit the Detroit Eastside Community Collaborative (DECC), P.O. Box 13191, Detroit Michigan 48213, to perform certain infrastructure improvements along Conner Avenue, from Minden Avenue to Harper Avenue. The improvements occur on the west side of Conner Avenue between the curb and the west right-of-way line. The "Improvement Area Easement" will include a pathway constructed of bituminous and concrete pavements, landscaping and miscellaneous site improvements.

The "Improvement Area Easement" will extend out of the right-of-way south of Gratiot onto property currently under the control of the City of Detroit's Recreation Department, The Michigan National Guard and CVS Drugstore. In order to meet the requirements of the MDOT Transportation Enhance Grant, it is necessary that the area required for the Conner Creek Greenway be authorized by your Honorable Body and determined to be under the control and jurisdiction of DPW.

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

Respectfully submitted,


William Talley, Head Engineer
City Engineering Division - DPW

JDF: jdf

cc: James A. Jackson, Director - DPW
Jose Abraham, DPW
Michigan National Guard
Detroit Eastside Community Collaborative

BY COUNCIL MEMBER: _____

WHEREAS, In cooperation with the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHA), the Department of Public Works (DPW) has agreed to permit the Detroit Eastside Community Collaborative (DECC), to perform certain infrastructure improvements along Conner Avenue, from Minden Avenue to Harper Avenue as part of the Conner Creek Greenway ("Improvement Area Easement"), ALSO

WHEREAS, In order to meet the requirements of the MDOT Transportation Enhance Grant, it is necessary that the area required for the Conner Creek Greenway be authorized by your Honorable Body and determined to be under the control and jurisdiction of DPW, THEREFORE BE IT

RESOLVED, That the four (4) following "Improvement Area Easements" be hereby authorized as being under the control and jurisdiction of the Department of Public Works (DPW):

Parcel I: Part of Conner Avenue from Gratiot Avenue North to 175 feet North of the North line of Christy Avenue extended westerly

Land in the City of Detroit, Wayne County, Michigan, being part of Conner Avenue, 200 feet wide, (opened Jan. 2, 1929, JCC pgs. 3438 & 3439 book 1928) and being more particularly described as: Beginning at the intersection of the northwesterly line of Gratiot Avenue, 124 feet wide, and the southwesterly line of Conner Avenue, 200 feet wide; thence $N1^{\circ}22'01''W$ 140.80 feet; thence $N43^{\circ}47'59''W$ along a line 95 feet northeasterly of and parallel to the southwesterly line of Conner Avenue, 923.00 feet; thence $S46^{\circ}12'01''W$ 21.00 feet; thence $N43^{\circ}47'59''W$ 50.00 feet; thence $N46^{\circ}12'01''E$ 21.00 feet; thence $N43^{\circ}47'59''W$ 30.20 feet; thence $S46^{\circ}12'01''W$ 95.00 feet to the southwesterly line of Conner Avenue; thence $N43^{\circ}47'59''W$ along said southwesterly line of Conner Avenue, 47.00 feet; thence $N46^{\circ}12'01''E$ 71.50 feet; thence $N3^{\circ}47'07''W$ 36.55 feet; thence $N43^{\circ}47'59''W$ along a line 95 feet northeasterly of and parallel to the southwesterly line of Conner Avenue, 251.30 feet; thence continuing along said parallel line $N43^{\circ}45'59''W$ 672.79 feet; thence $S46^{\circ}14'01''W$ 40.00 feet; thence $N43^{\circ}45'59''W$ 85.00 feet; thence $N46^{\circ}14'01''E$ 40.00 feet; thence $N43^{\circ}45'59''W$ along a line 95 feet northeasterly of and parallel to the southwesterly line of Conner Avenue, 253.53 feet; thence $S46^{\circ}14'01''W$ 35.00 feet; thence $N43^{\circ}45'59''W$ 35.00 feet; thence $N46^{\circ}14'01''E$ 35.00 feet; thence $N43^{\circ}45'59''W$ along a line 95 feet northeasterly of and parallel to the southwesterly line of Conner Avenue, 168.37 feet; thence continuing along said parallel line $N43^{\circ}27'52''W$ 633.58 feet; thence continuing along said parallel line $N40^{\circ}15'12''W$ 505.00 feet; thence $N49^{\circ}44'48''E$ 34.00 feet;

Thence the following four courses along a line 129.00 feet northeasterly of and parallel to the southwesterly line of Conner Avenue: (1) $S40^{\circ}15'12''E$ 504.40 feet; (2) $S43^{\circ}27'52''E$ 632.29 feet; (3) $S43^{\circ}45'59''E$ 1213.85 feet; (4) $S43^{\circ}47'59''E$ 1385.95 feet to the northwesterly line of Gratiot Avenue; thence $S25^{\circ}45'25''W$ along the northwesterly line of Gratiot Avenue 137.67 feet to the point of beginning. Bearings used from City of Detroit City Engineers Street Opening Book for Conner Avenue,

PROVIDED, That before any construction shall be permitted, plans shall be submitted to the Detroit City Airport Department for review and approval; and

Parcel II: Part of Gratiot Avenue (M-3) lying southwesterly of Gratiot intersection with Conner Avenue

Land in the City of Detroit, Wayne County, Michigan, being part of Gratiot Avenue, 124 feet wide, and being more particularly described as: Beginning at the intersection of the northwesterly line of Gratiot Avenue, and the southwesterly line of Conner Avenue, 200 feet wide; thence $S43^{\circ}47'59''E$ 25.00 feet; thence $N46^{\circ}12'01''E$ 76.00 feet; thence $S43^{\circ}47'59''E$ 79.01 feet to the southeasterly line of Gratiot Avenue; thence $N25^{\circ}45'25''E$ along the southeasterly line of Gratiot Avenue 56.56 feet; thence $N43^{\circ}47'59''W$ 132.34 feet to the northwesterly line of Gratiot Avenue; thence $S25^{\circ}45'25''W$ along the northwesterly line of Gratiot 137.67 feet to the point of beginning. Bearings used from City of Detroit City Engineers Street Opening Book for Conner Avenue,

PROVIDED, That before any construction shall be permitted, plans shall be submitted to the Michigan Department of Transportation for review and approval; and

Parcel III: Part of Conner Avenue from Gratiot South to the South line of Chelsea Avenue extended westerly

Land in the City of Detroit, Wayne County, Michigan, being part of Promenade Avenue, variable width, and Conner Avenue, 121 and 86 feet wide, and being more particularly described as: Beginning at the intersection of the southeasterly line of Gratiot Avenue, 124 feet wide, with the southwesterly line of Conner, 121 feet wide, (as opened April 22, 2002 JCC pgs 1199 and 1200) thence $S43^{\circ}29'45''E$ along said southwesterly line of Conner Avenue 145.61 feet; thence $N46^{\circ}30'15''E$ 13.00 feet; thence $S43^{\circ}29'45''E$ 147.37 feet; thence $N46^{\circ}30'15''E$ 22.00 feet to the southwesterly line of Conner Avenue 500.00 feet; thence $S43^{\circ}29'45''E$ along the southwesterly line of Conner Avenue 813.07 feet to the wide; thence $N46^{\circ}30'15''E$ 18.00 feet; thence $N43^{\circ}29'45''W$ along the southeasterly line of Gratiot Avenue; thence $S25^{\circ}44'16''W$ along the southeasterly line of Gratiot Avenue 56.68 feet to the point of beginning. Bearings used from City of Detroit April 2002 Conner widening,

PROVIDED, That before any construction shall be permitted, plans shall be submitted to the CVS Drugstore (if necessary) for review and approval; and

Parcel IV: Part of Ward 19 Item 1582.002 [Michigan National Guard Property]

Land in the City of Detroit, Wayne County, Michigan, being a strip of land 22 feet wide adjoining Conner Avenue, 86 feet wide, being part of Private Claim 389 and being more particularly described as: Commencing at the intersection of the southwesterly line of Conner Avenue, 86 feet wide with the southeasterly line of Gratiot Avenue, 124 feet wide; thence S43°29'45"E along the southwesterly line of Conner Avenue 306.25 feet to the point of beginning; thence S43°29'45"E continuing along said southwesterly line of Conner Avenue 122.47 feet; thence S46°30'15"W 22.00 feet; thence N43°29'45"W along a line 22 feet southwesterly of and parallel to the southwesterly line of Conner Avenue 122.47 feet; thence N46°30'15"E 22.00 feet to the point of beginning. Bearings used from City of Detroit April 2002 Conner widening,

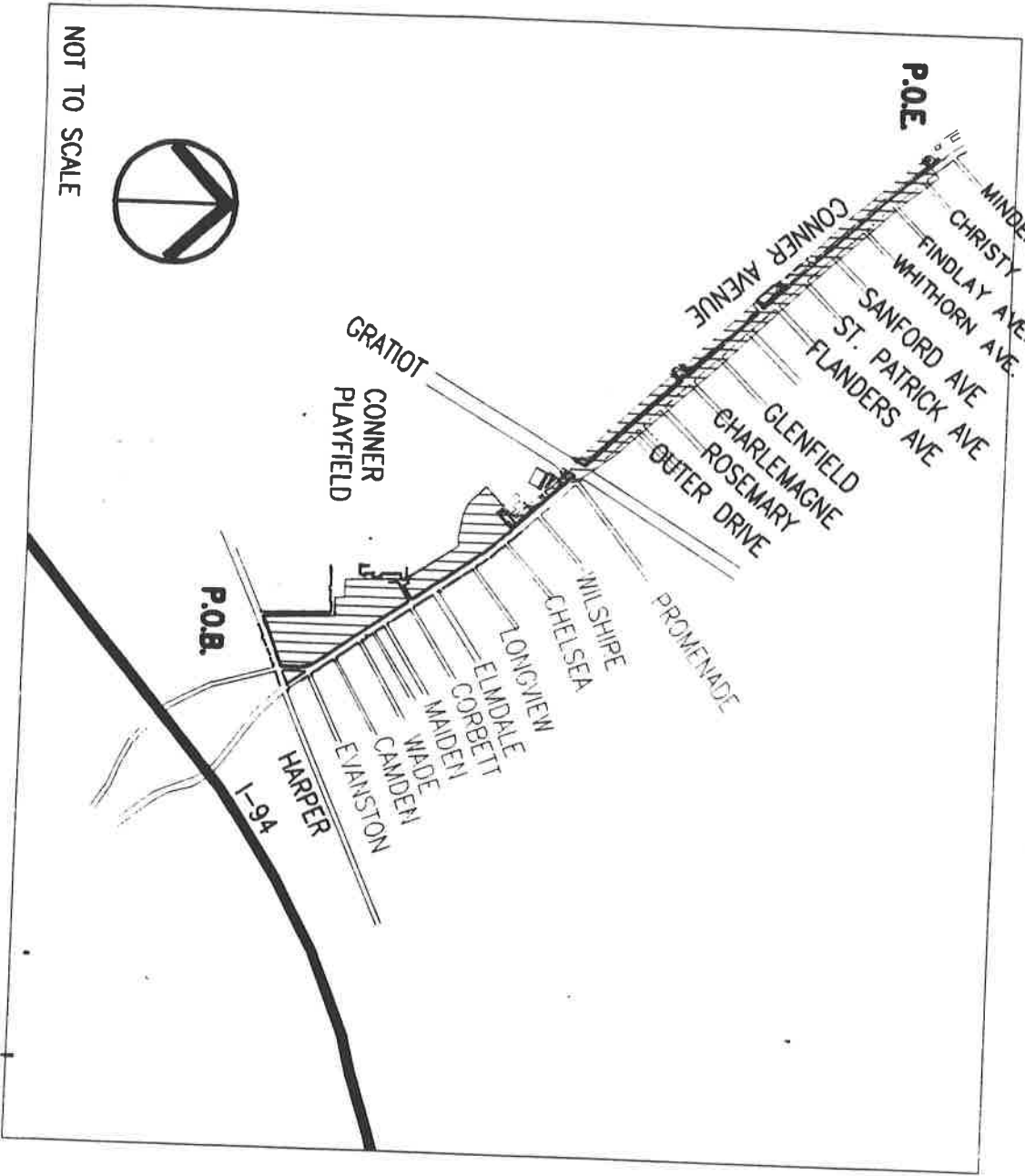
PROVIDED, That before any construction shall be permitted, plans shall be submitted to the Michigan National Guard for review and approval; and

Parcel V: Conner Parkway – Dept. of Parks and Recreation

Land in the City of Detroit, Wayne County, Michigan, being part of Fractional sections 22 and 23 T.1S, R.12E and part of Private Claims 10, 11, 12 and 389 and being more particularly described as follows: beginning at a point in the westerly line of Conner Avenue, 86 feet wide, said point being 423.71 feet southerly along said westerly line of Conner Avenue from the intersection of the westerly line of Conner Avenue and the southerly line of Gratiot Avenue, 124 feet wide; thence S43°27'E 194.23 feet; thence S42°36'E 380.14 feet; thence S35°29'E 774.58 feet; thence S34°49'E 757.64 feet; thence S35°43'E 842.20 feet; thence S68°09'26"W 153.8 feet; thence S67°05'26"W 519.25; thence N02°17'18"W 712.62 feet; thence S87°46'30"W 182.96 feet; thence N02°12'W 100.00 feet; thence S87°46'30"W 180.23 feet; thence N02°04'20"W 619.31 feet; thence N35°29'W 609.71 feet; thence S80°23'W 71.78 feet; thence N79°51'W 240.28 feet; thence N66°26'W 132.68 feet; thence N44°39'43"W 232.79 feet; thence N47°24'E 248 feet; thence N46°40'W 183.61 feet; thence N46°43'E 235 feet to the point of beginning, except expressway (I-94 Edsel Ford Freeway) as opened,

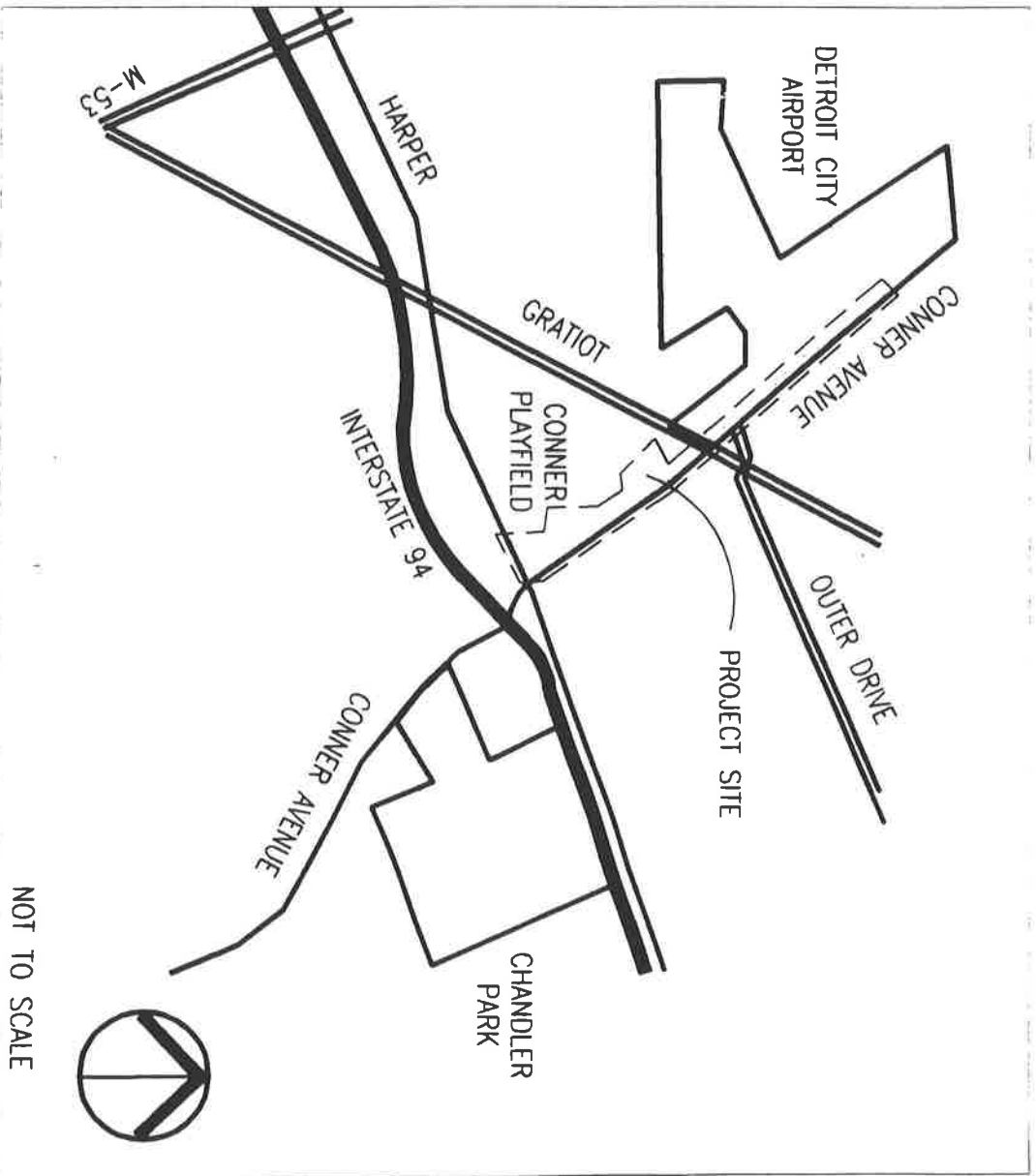
PROVIDED, That before any construction shall be permitted, plans shall be submitted to the Detroit Recreation Department for review and approval.

SITE MAP



NOT TO SCALE

LOCATION MAP



**ARAB AMERICAN CHALDEAN COUNCIL
55 WEST SEVEN MILE
PUBLIC USE AND ACCESS EASEMENT AGREEMENT**

THIS PUBLIC USE AND ACCESS EASEMENT AGREEMENT (Agreement) is made and entered into this 4th day of September, 2007, by and between the **ARAB-AMERICAN CHALDEAN COUNCIL (ACC)**, a Michigan non-profit corporation, with place of business at 111 West Seven Mile Road, Detroit, Michigan 482103, herein referred to as Grantor, and the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through its Department of Public Works located at 2 Woodward Avenue, Suite 513, Coleman A. Young Municipal Center, Detroit, Michigan 48226, herein referred to as Grantee.

RECITALS:

A. Grantor is the owner of a certain parcel of land located in the City of Detroit, Wayne County, Michigan, located at 55 West Seven Mile Road, which parcel is more particularly described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, on which Grantee proposes and intends to construct the public park portion of the West Seven Mile Road Streetscape Project, which consists of a pocket park and associated streetscape improvements (the Project), using federal Transportation Enhancement Grant Funds administered by the Michigan Department of Transportation.

B. The City of Detroit's Public Works Department (DPW) has previously executed and entered into an agreement with Grantor under which Grantor has agreed to be responsible for any Project costs deemed ineligible for Transportation Enhancement Grant funding and for maintenance of Project improvements in perpetuity after completion, and to grant permanent, nonexclusive easement rights to Grantee and to the general public to access and use the Project improvements upon their completion.

C. DPW has approved the plans for Project improvements and the Detroit City Council, by resolution adopted July 11, 2007, has approved and authorized acceptance for the benefit of the public generally Grantor's grant of easement rights over and across the area encompassed by Project improvements, which will be designed and dedicated to use by or for the benefit of the public generally, continuously open to public access and located in public easements or rights-of-way.

NOW THEREFORE, for One Dollar (\$1.00) and the mutual promises made in this Agreement, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee for the benefit of the public generally a non-exclusive easement for pedestrian use on, over and across the pocket park Easement Area, the legal description of which is set forth on attached Exhibit A, in perpetuity, which shall be defined, for purposes of this Agreement, as until such time as the Detroit City Council, in its sole discretion, by resolution, relinquishes all right, claim and interest in public easement rights over and across the subject parcel.

2. Access and use of the pocket park Easement Area shall be preserved by Grantor, its successors and assigns, for use by the public generally for the duration of this Agreement.

3. Grantor shall be responsible, at Grantor's expense, for maintaining the pocket park Easement Area, together with the improvements constructed thereon. Maintenance of the Easement Area shall include keeping the Easement Area in a clean, uncluttered, orderly and sanitary condition, reasonably free from rubbish, snow and ice, as well as, but not limited to, repairing, maintaining and replacing, when necessary, all paved surfaces, curbs, sidewalks, landscaping and other Project Improvements, including drains with respect to the paved surfaces, constructed by Grantor within or adjacent and necessarily related to the Easement Area (collectively Maintenance and Repairs).

4. Any work done in the public right-of-way shall be subject to plan review by the City Engineering Division of the Department of Public Works. Grantor shall be responsible for obtaining any and all necessary permits required and for construction of the Project improvements in compliance therewith and, further, specifically with respect to park improvements constructed on the Easement Area:

- (a) any and all materials used for construction of improvements, e.g., such as swings, slides, play scapes, woodchips, soil, etc., shall meet all applicable environmental standards.
- (b) the top soil used as the final layer for the site shall be at least 6 inches thick of clean soil, with certification of such supported by laboratory data.
- (c) the 6" thick clean soil layer shall be maintained in perpetuity for so long as the easement area is available for public access and use for park purposes.

5. Grantor, as owner of the property and grantor of public easement rights over and across the Easement Area, for itself, its successors and assigns, agrees to save harmless and indemnify Grantee from any and all liabilities, obligations, penalties, costs, charges, losses, damages, or expenses (including but not limited to, 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 any of the following occurring:

- (a) any intentional, negligent or tortious acts by Grantor, Grantor's contractors, agents, representatives and employees resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible or real property, including the loss of use therefrom, without regard for whether said act or claim arises prior to or subsequent to conveyance of easement rights pursuant to this Agreement.
- (b) any environmental claim or violation of any environmental law, whether for personal injury, property damage or otherwise, without regard for whether said claim or violation arises prior to or subsequent to conveyance of easement rights pursuant to this Agreement.
- (c) any and all injury to the person or damage to the property of any person on, about, traversing, playing on or in any way using the pedestrian easement granted to the City, without regard for whether said claim or violation arises prior to or subsequent to conveyance of easement rights pursuant to this Agreement.

In addition, Grantor shall maintain comprehensive or commercial general liability insurance for injury, death and property damage, naming Grantee, and any other party designated by Grantee, as additional insureds thereunder, all in an amount not less than One Million and 00/00 Dollars (\$1,000,000) per incident; which required minimum amount may, from time to time, be increased, pursuant to written notice given by Grantee to Grantor, to a higher minimum amount in accordance with general Risk Management policies, guidelines and procedures with respect to insurance coverage as may be reasonably adopted by Grantee for similar public space that is open, accessible and available for use by the general public.

6. Grantor shall not construct or erect any structure within the Easement Area as shall interfere with or be inconsistent with the exercise by Grantee and the public generally of the rights and privileges to use and access the Easement Area being given, granted and conveyed by Grantor to Grantee pursuant to this Agreement.

7. Grantor shall have the right to grant utility and other easements within the Easement Area so long as such easements do not materially impair the rights of Grantee and the public generally to use and enjoy the easement rights granted hereunder.

8. If Grantee deems Grantor to be in default in performing any of the terms of this Agreement, Grantee may, in its discretion, provide Grantor with written notice of such default, and if Grantor elects to contest or fails to cure such default within fifteen (15) days after receipt of such notice, or if the default is of such character as to require more than fifteen (15) days to cure, then if Grantor fails within said fifteen (15) day period to commence and thereafter proceed diligently to cure such default, Grantee shall be entitled to any and all remedies provided in this Agreement and at law to enforce the terms, conditions and provisions of this Agreement.

9. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein. Should any provision hereof be declared

invalid by legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

10. If Grantee commences an action to enforce its rights and the rights of the public generally hereunder, Grantee, if it prevails, shall be permitted to recover from Grantor reasonable expenses, court costs and attorney=s fees incurred by Grantee in connection with such action.

11. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (a) registered or certified mail, return receipt requested, (b) personal hand delivery, or (c) overnight courier service, to the parties at the addresses shown above or at such other address as the respective parties may from time to time designate by like notice.

12. This Agreement may only be amended by mutual written agreement of the parties hereto. This Agreement, and any written amendment hereto, may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same instrument.

13. All of the covenants, conditions, agreements and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, and inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns, upon the terms, provisions and conditions herein above set forth.

14. This Agreement shall be governed by the laws of the State of Michigan.

15. This Agreement contains the entire agreement between the parties as to the subject matter contained herein and there are no other terms, expressed or implied, except as contained herein.

[SIGNATURES ON FOLLOWING PAGES]

Drafted by and when recorded return to:

Robert E. Koenig, Esq.

City of Detroit Law Department

1650 First National Building

Detroit, Michigan 48226

IN WITNESS WHEREOF, the undersigned, by their duly authorized agents, have executed this Agreement.

GRANTOR:

ARAB AMERICAN CHALDEAN COUNCIL,
a Michigan non-profit corporation

By: *Haifa Fakhouri*
Print Name: HAIFA FAKHOURI
Title: PRESIDENT/CEO

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on 8-31, 2007 by Haifa Fakhouri, the President/CEO of the Arab American Chaldean Council, a Michigan non-profit corporation, on behalf of said corporation.

Shadi Batayeh

Print Name:
Notary Public, Wayne County, Michigan
My commission expires: Aug 9, 08
Acting in the County of Wayne

SHADIA BATAYEH
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Aug 8, 2008

GRANTEE:

CITY OF DETROIT,
a Michigan public body corporate

By: *Cathy Square*
Cathy Square, Director
Department of Public Works

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on Sept 8, 2007 by Cathy Square, Director of the Public Works Department of the City of Detroit, a Michigan public body corporate, on behalf of the City.

Jose T. Abraham

Print Name:
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of Wayne

Jose T. Abraham, Notary Public
State of Michigan, County of Macomb
My Commission Expires 11/28/2010
Acting in the County of Wayne

EXHIBIT A
Legal Description

Land in the City of Detroit, Wayne County, Michigan, being the East 30.00 feet of Lot 215 and the West 16.00 feet of Lot 214 of the James E. O Flaherty's Log Cabin Subdivision of part of the Northeast 3 of the Northeast 3 of Section 11, T.1S., R.11E., Greenfield Township (now City of Detroit), Wayne County, Michigan as recorded in Liber 27, Page 13, Plats, Wayne County Records;

Property address: 55 West Seven Mile Road

Tax parcel number: Ward 01 Parcel No. 006923-6

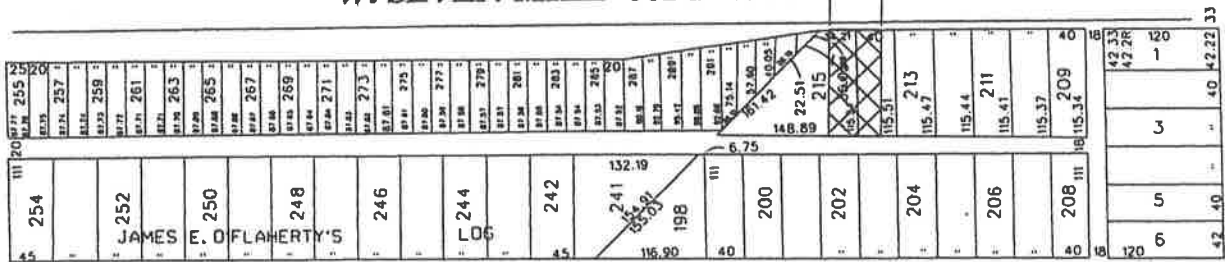
PETITION #1112
McKENNA ASSOCIATES INCORPATED
235 E. MAIN ST.
NORTHVILLE, MI 48167
c/o COURTNEY P. MILLER
PHONE #248-596-0920, FAX 248-596-0930



CHARLESTON 50 FT. WD.

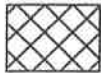
W. SEVEN MILE 66FT. WD.

46 FT.



BENTWOOD 50 FT. WD.

JOHN R. 66 FT. WD.



-DEDICATION OF A EASEMENT
(FOR A PEDESTRAIN WALKWAY)

(FOR OFFICE USE ONLY)

CARTO 36c

B					
A					
	DESCRIPTION	DRWN	CHKD	APPD	DATE
	REVISIONS				
	DRAWN BY	CHECKED			
	DATE	APPROVED			
	ahb				
	12/12/06				

REQUESTED TO DEDICATE A 46 FT. PORTION OF PROPERTY TO BE USED AS A PEDESTRIAN WALKWAY IN THE BLK. BND. BY SEVEN MILE, BENTWOOD, JOHN R. AND CHARLESTON.

CITY OF DETROIT
CITY ENGINEERING DEPARTMENT
SURVEY BUREAU

JOB NO. 01-01

DRWG. NO. x1112.dgn