Vivian A. Hudson Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, August 08, 2008

To: The Department or Commission Listed Below

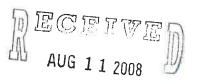
From: Janice M. Winfrey, Detroit City Clerk

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.

DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT CITY PLANNING COMMISSION

2853 City Homes Development, LLC, request for easement modification relative to Neighborhood Development Corporation Project No. 1, in area generally north







City Homes Development, LLC 41050 Vincenti Court Novi, MI 48375 (248) 615-1313

July 16, 2008

175 CB 10: 40

-מונג כרבונו-

Detroit City Council C/O City Clerk 2 Woodward Avenue Suite 202 Detroit, MI 48226

> Neighborhood Development Corporation Project No. 1 Re: Petition for Easement Modification

Dear Honorable Council Members:

Detroit City Council adopted a Project Plan ("Plan") for the Neighborhood Development Corporation Project No. 1 on March 20, 1998 (c/k/a "Jefferson Village"). The project area for that Plan is generally bounded by East Jefferson Avenue on the north, re-aligned St. Jean on the cast, Freud on the south and Marquette on the west ("Project Area"). The Plan provides for various street and alley modifications and the creation of various easements. This letter is to scrve as the formal petition for the modification of a certain easement within the Project Area.

More specifically the modification requested is as follows:

The release and vacating of a portion of a certain easement for pedestrian ingress and egress ("Pedestrian Easement"), which portion is located within the Project Area and generally north and adjacent to Edlie Circle. The Pedestrian Easement is subject to the recorded documents

- Detroit City Council Resolution ("City Resolution No. 1") adopted by the Cîty Council on April 25, 2001, approved by the Mayor on May 3, 2001, and recorded June 19, 2001, 2.
- Easement Agreement for Sewer, Ingress and Egress ("Easement Agreement") dated August 7, 2002, and recorded August 21, 2002, Liber 36936, Page 24-28 (inclusive),

Attached hereto are the following exhibits:

Exhibit "A" - Legal description of the Pedestrian Easement.

Detroit City Council March 27, 2007 Page 2

Exhibit "B" - Copy of the Recorded Documents.

Exhibit "C" - Legal description of that portion of the Pedestrian Easement located within the Project Area to be released/vacated.

Exhibit "D" - Engineer prepared drawing of Pedestrian Easement and of area to be vacated.

Exhibit "E" - Support letter from Board of Directors of Jefferson Village Homeowners

Thank you for you consideration.

Sincerely,

Ehrlich J. Crain, Vice President

Marcell Todd - City Planning Commission cc:

EXHIBIT "A"

Pedestrian Easement - Legal Description

City Resolution No. 1 and Easement Agreement. Pedestrian Connector (Public Walkway) Easement: Land in the City of Detroit, County of Wayne, State of Michigan, being described as: A strip of land, 20.00 feet wide, being an easterly part of Fairview Avenue (66 feet wide) between E. Jefferson and Edlie Avenues lying westerly of and abutting the west line of the north 19.98 feet of Lot 57, and Lots 45 through 56 as platted in O'Flynn's Subdivision of Lots 1, 2 and 3 and the adjoining 25 foot strip lying southerly thereof of the Subdivision of Private Claim 688 lying South of Jefferson Avenue, Grosse Pointe (Township), City of Detroit, Wayne County, Michigan as recorded in Liber 10, Page 58 of Plats, Wayne County Records.

EAS. APRIL 25, 2001

EXHIBIT "B"

Pedestrian Easement Recorded Documents

- 1. City Resolution No. 1 see attached
- 2. Easement Agreement see attached

City Resolution NO. | City Resolution NO. | City Resolution NO. | City Resolution NO. | City Resolution NO. |

Liber-34096 Page-516 201287473 6/19/2001 Bernard L. Taunghlood, Veyen Co. Register of Danie

STATE OF MICHIGAN) CITY OF DETROIT

SHORT FORM - TRUE COPY CERTIFICATE

Jackio L. Carrie

CITY CI HRK of the City of Denoit do

hereby certify that the smarzed paper is a True Copy of a Resolution

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adopted by the City Council on _

YOUR COUNTY, AS

and approved by the Mayor on ______ nay 3 2001

Detroit Legal News, dated May 1, 2001

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RETURN TO ! DRAFFED BY! YVETE PATRER 2 Wood NAXI 200-EAYM C DETROIT, MI 48226

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LI-36756 Pa-24 A / 202334402 Barand J. Younghlood Resne Co. Resister of Deeds

EASEMENT AGREEMENT FOR SEWER, INGRESS AND EGRESS

This EASEMENT AGREEMENT FOR SEWER, INGRESS AND EGRESS ("Agreement") is made as at this Till day of August, 2002, by and between the CRY OF DETROIT, a Michigan public body corporate, acting by and through the Planning and Development Department, whose address is 63 Cadillac Square, Suffe 2300, Detroit, Michigan 48228 ("Grantee"), and GrW JEFFERSON-ST. JEAN LLC, a Michigan limited liability company, whose address is 500 River Place, Unit 5105, Detroit, Michigan 48207 ("Granter").

PRELIMINARY STATEMENT

On the date hereof, Grantee has conveyed to Granter certain land ("Land") under a Purchase and Davelopment Agreement dated August 1, 2001, as amended ("Purchase Agreement"), the terms of which are incorporated herein by reference.

Subject to the terms and conditions of this Agreement and the Purchase Agreement, Granter desires to grant to Grantee, for the benefit of the public, a perpetual non-exclusive essentiant for sewer, ingress and egress onto, under, over and across that portion of the Land more particularly described in Exhibit "A" attached hereto and made a part hereof ("Essentiant Area").

NOW, THEREFORE, in consideration of the conveyance of the Land to Granter, and either good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agrees as follows:

- Granter hereby grants to Gruntoe, for the benefit of the public at large, a perpetuel non-excellative agreement onto, over and ecross the Espement Area for the purposes of pedestrian ingress
- Grantor heroby grants to Grantee, for the benefit of the public at large, a perpetual
 non-exclusive eccentent under the Excernent Area for the purpose of installing, maintaining, inspecting,
 reporting, removing and replacing a public sewer.
- 3. If Granies shall disturb the surface of the Essement Area for the purpose of Installing, maintaining, inspecting, repeting, removing or replacing the public sewer, Granies shall restore the surface of the Essement Area to the condition that existed prior to Granies's activities.
- 4. The sewer essement shall be forever accessible to the maintenance and inspection forces of the Detroit Water and Sewer Department, or those specifically authorized by them, for the purpose of inspecting, maintaining, repairing, removing or reptacing any Detroit Water and Sewer Department public sower facility placed or installed in the utility essement or right-of-way. The Detroit Water and Sewer Department shall have the right to cross or use the drivways and parking sreas of the adjoining properties for ingress and egress at any time to and over the sewer essement with any encessary equipment to perform the above-mentioned task with the understanding that the Detroit Water and Sewer Department shall use due care in such crossing or use and that any property damaged by the Detroit Water and Sewer Department shall be restored to a salisfactory condition.

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- Grenter shell meintain flability insurance covering the Excerners Area and shell maintain, repair and show plow the Essement Area as necessary.
- 6. This Agreement and all of the experients, covenants, terms and conditions hereof shall constitute covenants running with the Land and shall constitute both a benefit and burden to the Eastment Area. This Agreement shall be binding upon and thurs to the benefit of the parties herete and their respective hetre, personal representatives, successors and assigns.
- 7. This Agreement and all of the essements, covenants, terms and conditions may only be terminated by the Grantse, in its sole and exclusive discretion, by written instrument recorded with the Wayne County, Michigan Register of Deeds.
- This Agreement may not be amended except pursuant to written instrument executed by the then owners of the Essement Area and the Grantee and which is recorded with the Wayne County, Michigan Register of Deeds.

SIGNATURE PAGES FOLLOW

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year that above written.	the parties he	areto have executed this Agree	ment as of the day and
in the presence of:		GRANTEE	
		city of DETROIT, a Michigan public body or acting by and through the and Development Depart	CRommb.
		By: Yongy B. Angood its: Director of Develop	oment Activities
		,	•
STATE OF MICHIBAN	3		
COUNTY OF WAYNE	BE.	•5	
The foregoing instrument was B. Hagood, Director of Developm Department a Michigan body corporation	ate, on behalf of Z Nam Nam Nob	the City of Detroit. Planning the City. Levy-Thichelle La county, Mary Public County, Mary Public County, Michael County, Mic	Croix
Approved as to form and execution:		Approved by City Council of June 26, 2002 and July 17, JCC pp of D	on March 7, 2001, 2002 . respectively; etroli Lenst News
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R. Richard Walker	Member	
**/	2	
STATE OF MICHIGAN		
COUNTY OF WAYNE		#1
The foregoing instrument was acknowledged before me this 2** Ficherd Walker, a Member of GW Jefferson-St. Jean LLC, a Michigen limits of the limited liability company.	dey of August, 2002, d liabilly company, on t	by R. etaif
Notary Public, Memorab County, Michigan Acting in Wayne Cheesty, Michigan My Generaliston Expires Newschee 20, 2005 My Commission Expires:	County,	<u>~</u>

DRAFTED BY AND WHEN RECORDED RETURN TO: Joseph E. Turnér, Esq. Clark Hill PLC 500 Woodward Ava., Sulta 3500 Detroit, Michigan 48228-3495

3179844v1 12885/078908

EXHIBIT "C"

Release/Vacation of a Portion of Pedestrian Easement - Legal Description

Release and/or Vacation of a Portion of an Easement for Pedestrian Connector (Public Walkway): Land in the City of Detroit, County of Wayne, State of Michigan, being described as: A strip of land, 20.00 feet wide, being an easterly part of vacated Fairview Avenue (66 feet wide) between E. Jefferson and Edlie Avenues lying westerly of and abutting the west line of the north 19.98 feet of Lot 57, and Lots 54 through 56 as platted in O'Flynn's Subdivision of Lots 1, 2 and 3 and the adjoining 25 foot strip lying southerly thereof of the Subdivision of Private Claim 688 lying South of Jefferson Avenue, Grosse Pointe (Township), City of Detroit, Wayne County, Michigan as recorded in Liber 10, Page 58 of Plats, Wayne County Records.

BOARD OF DIRECTORS OF JEFFERSON VILLAGE I DETROIT, MI 48214

January 30, 2007

Honorable City Council 1340 Coleman A. Young Municipal Center Detroit, MI 48226

RE: Support for the Vacation of a certain easement for pedestrian ingress and egress (generally) north and adjacent to Edlie Circle ("Pedestrian Easement") in Jefferson Village

Dear Honorable Council-Members:

The Board of Directors of Jefferson Village I, a dynamic residential community in Detroit, MI located between St. Jean and St. Clair, and Jefferson Avenue and the Detroit River, are in support of vacating the referenced Pedestrian Easement.

The Pedestrian Easement is located between the homes of two Jefferson Village I Homeowners and is in the vicinity of the mailboxes that service the entire Jefferson Village community. It would not be in the best interest of Jefferson Village I to develop the present Pedestrian Easement because it would result in additional pedestrian traffic that will lead to additional security problems for our area.

Therefore, we support the petition by the City Homes of the Economic Development Corportion to vacate the referenced Pedestrian Easement.

Thank you.

Sincerely Yours,

Enoll Hidde

Erroll Fletcher President

Jefferson Village I

FAX TRANSMITTAL

Office of the City Clerk

Coleman A Young Municipal Center Two Woodward Avenue, Suite 200 Detroit, Michigan 48226

Telephone: (313) 224-2070

Fax: (313) 224-2075

Friday, August 08, 2008

No. of Pages 21

FROM:

Ms. Jessie Robertson, Junior Assistant City Council Committee Clerk

SUBJECT:

Petition #2853, City Homes Development, LLC, request for easement

modification relative to Neighborhood Development Corporation Project

No. 1, in area generally north and adjacet to Edlie Circle.

FAX TO THE FOLLOWING DEPARTMENT(S):

Mr. Douglass Diggs, Director

Planning and Development Department

(313) 224-1629

- Ms. Cathy Square, Director

DPW - City Engineering Division

(313) 224-1464

Mr. Marcell Todd, Director

City Planning Commission

(313) 224-4336

City of Detroit OFFICE OF THE CITY CLERK

Janice M. Wintrey
City Clerk

Vivian A. Hudson Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, August 08, 2008

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.

DPW - CITY ENGINEERING DIVISION PLANNING AND DEVELOPMENT DEPARTMENT CITY PLANNING COMMISSION

2853 City Homes Development, LLC, request for easement modification relative to Neighborhood Development Corporation Project No. 1, in area generally north and adjacet to Edlie Circle.





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City Homes Development, LLC 41050 Vincenti Court Novi, MI 48375 (248) 615-1313

July 16, 2008

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-CILL CPERKT

Detroit City Council C/O City Clerk 2 Woodward Avenue Suite 202 Detroit, M1 48226

Re: Neighborhood Development Corporation Project No. 1
Petition for Easement Modification

Dear Honorable Council Members:

Detroit City Council adopted a Project Plan ("Plan") for the Neighborhood Development Corporation Project No. 1 on March 20, 1998 (c/k/a "Jefferson Village"). The project area for that Plan is generally bounded by East Jefferson Avenue on the north, re-aligned St. Jean on the cast, Freud on the south and Marquette on the west ("Project Area"). The Plan provides for various street and alley modifications and the creation of various easements. This letter is to serve as the formal petition for the modification of a certain easement within the Project Area.

More specifically the modification requested is as follows:

The release and vacating of a portion of a certain easement for pedestrian ingress and egress ("Pedestrian Easement"), which portion is located within the Project Area and generally north and adjacent to Edlie Circle. The Pedestrian Easement is subject to the recorded documents ("Recorded Documents") as follows:

- Detroit City Council Resolution ("City Resolution No. 1") adopted by the City Council on April 25, 2001, approved by the Mayor on May 3, 2001, and recorded June 19, 2001, Liber 34098, Page 520, Wayne County Records ("WCR").
- Easement Agreement for Sewer, Ingress and Egress ("Easement Agreement")
 dated August 7, 2002, and recorded August 21, 2002, Liber 36936, Page 24-28 (inclusive),
 WCR.

Attached hereto are the following exhibits:

Exhibit "A" - Legal description of the Pedestrian Easement.

Detroit City Council March 27, 2007 Page 2

Exhibit "B" - Copy of the Recorded Documents.

Exhibit "C" - Legal description of that portion of the Pedestrian Easement located within the Project Area to be released/vacated.

Exhibit "D" - Engineer prepared drawing of Pedestrian Easement and of area to be vacated.

Exhibit "E" - Support letter from Board of Directors of Jefferson Village Homeowners Association.

Thank you for you consideration.

Sincerely,

Vice President

ce: Marcell Todd - City Planning Commission

EXHIBIT "A"

Pedestrian Easement - Legal Description

City Resolution No. 1 and Easement Agreement. Pedestrian Connector (Public Walkway) Easement: Land in the City of Detroit, County of Wayne, State of Michigan, being described as: A strip of land, 20.00 feet wide, being an easterly part of Fairview Avenue (66 feet wide) between E. Jefferson and Edlic Avenues lying westerly of and abutting the west line of the north 19.98 feet of Lot 57, and Lots 45 through 56 as platted in O'Flynn's Subdivision of Lots 1, 2 and 3 and the adjoining 25 foot strip lying southerly thereof of the Subdivision of Private Claim 688 lying South of Jefferson Avenue, Grosse Pointe (Township), City of Detroit, Wayne County, Michigan as recorded in Liber 10, Page 58 of Plats, Wayne County Records.

EXHIBIT "B"

Pedestrian Easement Recorded Documents

- 1. City Resolution No. 1 see attached
- 2. Easement Agreement see attached

City Resolution NO. |
Catached as Part of Exhibit 'B")

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STATE OF MICHIGAN) CITY OF DETROIT

SHORT FORM - TRUE COPY CERTIFICATE

Jackie L. Carrie

CITY CLERK of the City of Detroit, do

hereby certify that the annexed paper is a True Copy of a Resolution

64.00 RELOQUENTATION

accopted by the City Council on _____ Aprel 1 25, 2001

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and approved by the Mayor on reay 3, 2001

Detroit Legal News, dated Way 1, 2001

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RETURN TO ! DRAFFED BY! YVETE PATRICE 2 Wood NAXI 200-CAYM C DEAROIT, MI 48226

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June 7, 2003

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EASEMENT AGREEMENT FOR SEWER, INGRESS AND EGRESS

THIS EASEMENT AGREEMENT FOR SEWER, INGRESS AND EGRESS ("Agreement") is made as of this THI day of August, 2002, by and between the EFFY OF DETROIT, a Michigan public body corporate, acting by and through the Planning and Development Department, whose address is 65 Cadillac Square. Suffe 2200, Deroit, Michigan A8226 ("Grantee"), and GM JEFFERSON-ST. JEAN LLC, a Michigan limited liability company, whose address is 500 River Place, Unit \$105, Detroit, Michigan 48207 ("Grantee").

PRELIMINARY STATEMENT

On the date hereof, Grantee has conveyed to Grantor certain land ("Land") under a Purchase and Davelopment Agreement dated August 1, 2001, as amended ("Purchase Agreement"), the terms of which are incorporated herein by reference.

Subject to the terms and conditions of this Agreement and the Purchase Agreement, Granter desires to grant to Grantee, for the benefit of the public, a perpetual non-exclusive essement for sewer, ingress and excess onto, under, over and across that perion of the Land more particularly described in Exhibit "A" stracted hereto and made a part hareof ("Essement Area").

NOW, THEREFORE, in consideration of the conveyance of the Land to Granfor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Crantor hereby grants to Grantoe, for the benefit of the public at large, a perpetual non-exclusive essement onto, over and ecross the Espament Area for the purposes of pedestrian ingress.
- 2. Granter hereby grants to Grantee, for the benefit of the public at large, a perpetual non-exclusive eccentant under the Excement Area for the purpose of installing, maintaining, inspecting, repeting, removing and replacing a public sewer.
- 3. If Granies shall disturb the surface of the Essement Area for the purpose of Installing, maintaining, inspecting, repeting, removing or replacing the public sewer, Granies shall restore the surface of the Essement Area to the condition that existed prior to Grantee's activities.
- 4. The sawer easement shall be forever accessible to the maintenance and inspection forces of the Daholt Water and Sewer Department, or those specifically authorized by them, for the pulpose of inspecting, maintaining, repairing, removing or reptacing any Detroit Water and Sewer Department public sower facility placed or installed in the utility easement or right-of-way. The Detroit Water and Sewer Department shall have the right to cross or use the drivways ship parking areas of the ediphing properties for ingress and egress at any time to and over the sewer easement with any necessary equipment to perform the above-manifoled task with the understanding that the Detroit Water and Sawer Department shall use due care in such crossing or use and that any property demaged by the Detroit Water and Sewer Department shall be restored to a satisfactory condition.

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- 5. Grenter shall maintain flability insurance covering the Excement Area and chall maintain, repair and show plow the Excement Area or necessary.
- 6. This Agreement and all of the externants, coverants, terms and conditions hereof shall constitute coverants running with the Land and shall constitute both a benefit and burden to the Easement Area. This Agreement shall be binding upon and hurs to the benefit of the parties herete and their respective heirs, personal representatives, successors and assigns.
- 7. This Agreement and all of the easements, covenants, terms and conditions may only be terminated by the Grantes, in its sole and exclusive discretion, by written instrument recorded with the Wayne County, Michigan Register of Deeds.
- This Agreement may not be amended except pursuant to written instrument executed by the then owners of the Essement Area and the Grantee and which is recorded with the Wayne County, Michigan Register of Deeds.

[SIGNATURE PAGES FOLLOW]

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DRAFTED BY AND WHEN RECORDED RETURN TO: Joseph E. Turnér, Esq. Clark Hill PLC 500 Woodward Ava., Suita 3500 Detroit, Michigan 48228-3495

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EXHIBIT "C"

Release/Vacation of a Portion of Pedestrian Easement - Legal Description

Release and/or Vacation of a Portion of an Easement for Pedestrian Connector (Public Walkway): Land in the City of Detroit, County of Wayne, State of Michigan, being described as: A strip of land, 20.00 feet wide, being an easterly part of vacated Fairview Avenue (66 feet wide) between E. Jefferson and Edlie Avenues lying westerly of and abutting the west line of the north 19.98 feet of Lot 57, and Lots 54 through 56 as platted in O'Flynn's Subdivision of Lots 1, 2 and 3 and the adjoining 25 foot strip lying southerly thereof of the Subdivision of Private Claim 688 lying South of Jefferson Avenue, Grosse Pointe (Township), City of Detroit, Wayne County, Michigan as recorded in Liber 10, Page 58 of Plats, Wayne County Records.

BOARD OF DIRECTORS OF JEFFERSON VILLAGE I DETROIT, MI 48214

January 30, 2007

Honorable City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Support for the Vacation of a certain easement for pedestrian ingress and egress (generally) north and adjacent to Edlie Circle ("Pedestrian Easement") in Jefferson Village

Dear Honorable Council-Members:

The Board of Directors of Jefferson Village I, a dynamic residential community in Detroit, MI located between St. Jean and St. Clair, and Jefferson Avenue and the Detroit River, are in support of vacating the referenced Pedestrian Easement.

The Pedestrian Easement is located between the homes of two Jefferson Village I Homeowners and is in the vicinity of the mailboxes that service the entire Jefferson Village community. It would not be in the best interest of Jefferson Village I to develop the present Pedestrian Easement because it would result in additional pedestrian traffic that will lead to additional security problems for our area.

Therefore, we support the petition by the City Homes of the Economic Development Corportion to vacate the referenced Pedestrian Easement.

Thank you.

Sincerely Yours,

Erroll Fletcher

President

Jefferson Village I

FAX TRANSMITTAL

Office of the City Clerk

Coleman A Young Municipal Center Two Woodward Avenue, Suite 200 Detroit, Michigan 48226

Telephone: (313) 224-2070 Fax: (313) 224-2075

Friday, August 08, 2008

No. of Pages 21

FROM:

Ms. Jessie Robertson, Junior Assistant City Council Committee Clerk

SUBJECT:

Petition #2853, City Homes Development, LLC, request for easement modification relative to Neighborhood Development Corporation Project

No. 1, in area generally north and adjacet to Edlie Circle.

FAX TO THE FOLLOWING DEPARTMENT(S):

Mr. Douglass Diggs, Director

Planning and Development Department

(313) 224-1629

--- Ms. Cathy Square, Director

DPW - City Engineering Division

(313) 224-1464

Mr. Marcell Todd, Director

City Planning Commission

(313) 224-4336