

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, August 15, 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

2898 *Downtown Development Authority/Book Cadillac Hotel, request encroachment in and above the Shelby St. right of way for the construction of proposed overhead pedestrian bridge; north of vacated portion of Shelby between Michigan Ave. and State St.*

DECEIVED
AUG 19 2008

CEO
TED

288

2898

City of Detroit



Downtown Development Authority
500 Griswold - Suite 2200
Detroit, Michigan 48226
Phone: 313 553 2840
Fax: 313 553 8839

June 17, 2008

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

Attention: Office of the City Clerk

RE: Book Cadillac Hotel Restoration
Petition for the Pedestrian Bridge Encroachment over Shelby Street

The Downtown Development Authority of the City of Detroit requests the City Council's consideration of proposed encroachments in the Shelby Street public right of way relative to the Book Cadillac Hotel Restoration Project.

The DDA proposes an encroachment in and above the Shelby Street right of way for the construction of the proposed overhead pedestrian bridge connecting the Book Cadillac Hotel auxiliary building and the DDA's new 150 Michigan Ave parking structure.

The location of the proposed encroachment is north of the previously vacated portion of Shelby (City Council resolution to petition 889) between Michigan Ave and State Streets. A property description is attached to this request.

The propose construction within the encroachment is to be coordinated with the completion of the Book Cadillac restoration which is scheduled for October 1, 2008.

The connecting bridge is a key feature of the Book Cadillac restoration.

Thank you for your attention to this matter.

Respectfully,

Waymon Guillebeaux
Vice President

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 15, 2008

No. of Pages 3

FROM: *Ms. Jessie Robertson, Junior Assistant City Council Committee Clerk*

SUBJECT: *Petition #2898, Downtown Development Authority/Book Cadillac Hotel, request encroachment in and above the Shelby St. right of way for the construction of proposed overhead pedestrian bridge; north of vacated portion of Shelby between Michiean Ave. and State St.*

FAX TO THE FOLLOWING DEPARTMENT(S):

Ms. Cathy Square, Director

DPW - City Engineering Division

(313) 224-1464

Attachment

GARY BROWN
DDA / DEGC
PLEASE CALL 313-363-5856

City of Detroit



Downtown Development Authority
500 Griswold • Suite 2200
Detroit, Michigan 48226
Phone: 313 863 2840
Fax: 313 863 8899

June 17, 2008

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City of Detroit
Coleman A. Young Municipal Center
Detroit, MI 48226

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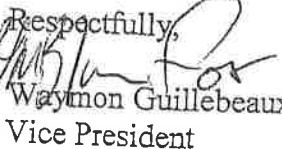
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The connecting bridge is a

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Respectfully,

Waymon Guillebeaux
Vice President

HVG



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We have forwarded it to the appropriate departments for their review and report to City Council.

For reference, please refer to the Petition number below.

JANICE M. WINFREY
City Clerk

2898

EXHIBIT

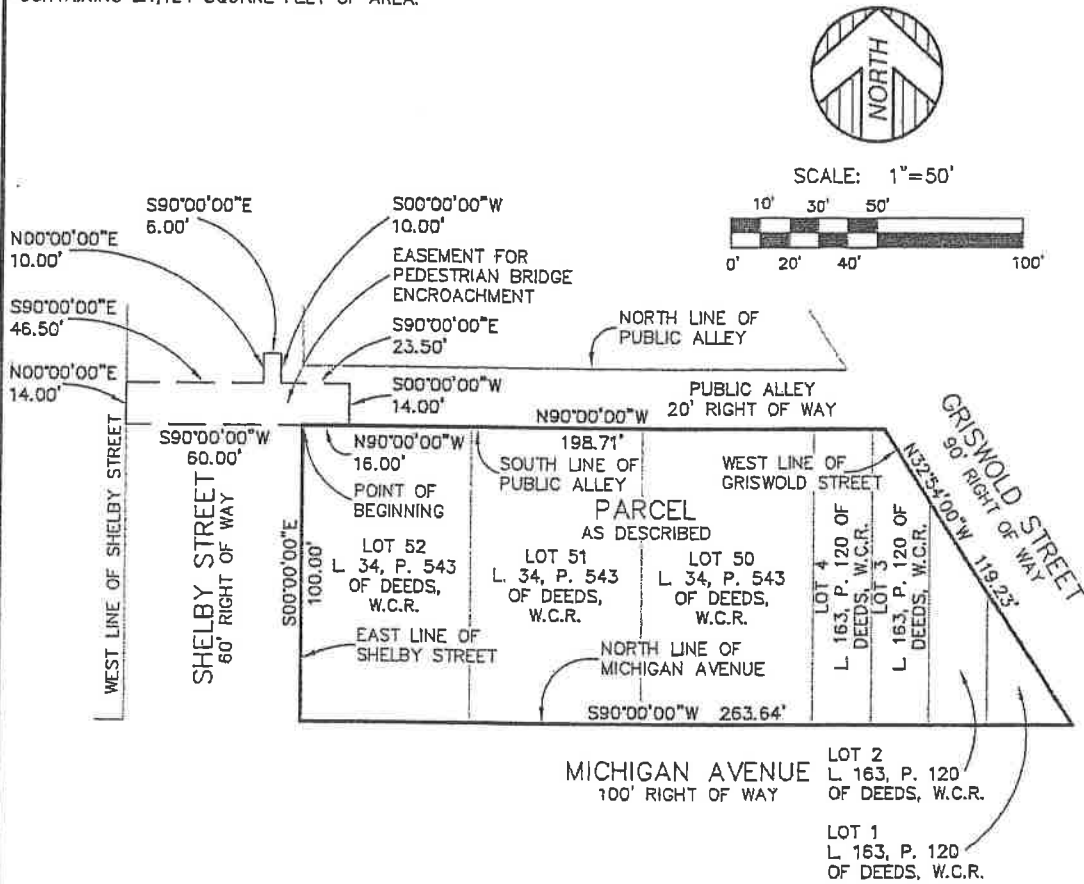
PROPERTY DESCRIPTION: (AS PROVIDED BY CLIENT)


LOTS 50 THROUGH 52, GOVERNOR AND JUDGE'S PLAN OF SECTION 8, AS RECORDED IN LIBER 34, PAGE 543 OF DEEDS, WAYNE COUNTY RECORDS, AND LOTS 1 THROUGH 4, SUBDIVISION OF LOT 49, SECTION 8, GOVERNOR AND JUDGE'S PLAN, AS RECORDED IN LIBER 163, PAGE 120 OF DEEDS, WAYNE COUNTY RECORDS.

EASEMENT DESCRIPTION:

A VERTICAL EASEMENT LYING WITHIN SHELBY STREET (60' RIGHT OF WAY) AND A PUBLIC ALLEY (20' RIGHT OF WAY) FOR A PEDESTRIAN BRIDGE ENCROACHMENT, SAID EASEMENT OCCUPYING THE AREA 23 FEET ABOVE THE SURFACE OF SHELBY STREET, AS IT NOW EXISTS, AND EXTENDING THEREFROM TO A HEIGHT OF 41 FEET ABOVE SAID SURFACE OF THE SHELBY STREET; SAID ALLEY LYING BETWEEN GRISWOLD STREET, SHELBY STREET, STATE STREET, AND MICHIGAN AVENUE, GOVERNOR AND JUDGE'S PLAN OF SECTION 8, AS RECORDED IN LIBER 34, PAGE 543 OF DEEDS, WAYNE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF VACATED SHELBY AVENUE (60 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF PUBLIC ALLEY (20 FOOT RIGHT OF WAY), AS RECORDED IN LIBER 163, PAGE 120 OF DEEDS, WAYNE COUNTY RECORDS;
 THENCE, ALONG THE NORTH LINE OF SAID VACATED SHELBY AVENUE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE WEST LINE OF SAID SHELBY STREET;
 THENCE, ALONG SAID WEST LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.00 FEET;
 THENCE, LEAVING SAID WEST LINE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 46.50 FEET;
 THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET;
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 THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 14.00 FEET TO THE SOUTH LINE OF SAID PUBLIC ALLEY;
 THENCE, ALONG THE SOUTH LINE OF SAID PUBLIC ALLEY, NORTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING ±1,124 SQUARE FEET OF AREA.



 KEM-TEC & ASSOCIATES 22556 GRATNOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: WALBRIDGE ALDINGER	
FIELD SURVEY:	DATE: JUNE 16, 2006
DRAWN BY: NEM	SHEET: 1 OF 1
SCALE: 1" = 50'	JOB NO.: 05-17253

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City of Detroit



Downtown Development Authority
500 Griswold • Suite 2200
Detroit, Michigan 48226
Phone: 313 963 2840
Fax: 313 963 8838

June 17, 2008

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

Attention: Office of the City Clerk

RE: Book Cadillac Hotel Restoration
Petition for the Pedestrian Bridge Encroachment over Shelby Street

The Downtown Development Authority of the City of Detroit requests the City Council's consideration of proposed encroachments in the Shelby Street public right of way relative to the Book Cadillac Hotel Restoration Project.

The DDA proposes an encroachment in and above the Shelby Street right of way for the construction of the proposed overhead pedestrian bridge connecting the Book Cadillac Hotel auxiliary building and the DDA's new 150 Michigan Ave parking structure.

The location of the proposed encroachment is north of the previously vacated portion of Shelby (City Council resolution to petition 889) between Michigan Ave and State Streets. A property description is attached to this request.

The propose construction within the encroachment is to be coordinated with the completion of the Book Cadillac restoration which is scheduled for October 1, 2008.

The connecting bridge is a

Thank you for your attentio

Respectfully,

Waymon Guillebeaux
Vice President



It is a pleasure to acknowledge your recent communication.

We have forwarded it to the appropriate departments for their review and report to City Council.

For reference, please refer to the Petition number below.

JANICE M. WINFREY
City Clerk

2898

December 2, 2008

Honorable City Council:

RE: Petition No. 2898 – Downtown Development Authority/Book Cadillac Hotel request to encroach with a pedestrian bridge into Shelby Street and the public alley, 20 feet wide, between Michigan and State Street.

Petition No. 2898 of “Downtown Development Authority/Book Cadillac Hotel” whose address is 500 Griswold Avenue, Suite 2200 request permission to construct and maintain a pedestrian bridge, foundation, and column encroaching into Shelby Street, 60 feet wide, and the public alley, 20 feet wide between Michigan Avenue, 100 feet wide, and State Street, 69 feet wide.

The construction of the pedestrian bridge, foundation, and column is a key feature of the Book Cadillac restoration.

The encroachment petition was referred to the City Engineering Department – DPW for investigation and report. This is our report.

The Public Lighting Department (PLD) reports any structure proposed to be built shall maintain 41/2 feet vertical clearance and ten (10) feet horizontal clearance from any PLD conduit, lines, and installations. The contractors will be liable for any damages to any PLD underground facilities.

The Detroit Water and Sewerage Department (DWSD) reports the sewer and water mains have to remain in service in said described area, however, DWSD have no objections to the proposed encroachment for a pedestrian Bridge and foundations provided that there will be a minimum 16 feet clearance between the ground surface and the bridge and the bridge foundations have no adverse impact on DWSD’s facilities. Also, drawings for the pedestrian Bridge and foundations have to be submitted to DWSD for review and approval and the work is subject to inspection by DWSD. If any of DWSD’s facilities located in the street break or are damage as a result of the Petitioner’s action, then the Petitioner will be liable for all costs to repair or replace DWSD’s facilities.

The Fire Department reports that the encroachment cannot impede upon the fire fighting apparatus being accessible to the Book Cadillac and the Parking Structure by height and/or width restrictions.

DTE Energy – Gas Division reports involvement but, no objection to the property change provided that the encroachment of the pedestrian bridge, foundation, and column do not conflict with DTE's existing gas facility that run in the proposed encroachment area.

All other involved City departments and privately owned utility companies request the petitioner(s) make use of "Miss Dig" facilities before the construction of the pedestrian bridge, foundation, and column take place.

There is an appropriate resolution, granting the encroachment petition, attached for consideration by your Honorable Body.

Respectfully submitted,



Jessy Jacob, City Engineer
City Engineering Division - DPW

NRP:

Cc: Alfred Jordan, Director – DPW
Mayor's Office - City Council Liaison

BY COUNCIL MEMBER _____

Whereas, The City Engineering Division – DPW is hereby authorized and directed to issue permits to “Downtown Development Authority and/or the Book Cadillac Residences Association” to construct and maintain the overhead pedestrian bridge, foundation, and column encroaching into Shelby Street, 60 feet wide and the public alley, 20 feet wide between Michigan Avenue 100 feet wide, and State Street, 69 feet wide; described as follows:

The Caisson, Foundation, and Column Encroachment Legal

The encroachment into Shelby Street is within the Governor and Judge’s Plan of Section 8, as recorded in Liber 34, Page 543 of Deeds, Wayne County Records; Commencing at the intersection of the East line of vacated Shelby Street, 60 feet wide, and the South line of the public alley, 20 feet wide, as recorded in Liber 163, Page 120 of Deeds, Wayne County Records; Thence, along the North line of said vacated Shelby Street North 90°00’00” West, 7.50 feet; thence, North 00°00’00” East, 20.00 feet to the Point of Beginning; thence North 90°00’00” West, 6.00 feet; thence, North 00°00’00” East, 4.00 feet; thence, South 90°00’00” East, 6.00 feet; thence, South 00°00’00” West, 4.00 to the Point of Beginning. Containing ± 24 square feet of land.

Pedestrian Bridge Encroachment Legal

The encroachment into Shelby Street and the public alley with a pedestrian bridge encroachment, said easement occupying the area 23 feet above the surface of Shelby Street, as it now exists, and extending therefrom to a height of 41 feet above said surface of the Shelby street; said alley lying between Griswold Street, Shelby Street, State Street, and Michigan Avenue, Governor and Judge’s Plan of Section 8, as recorded in Liber 34, page 543 of Deeds, Wayne County Records, more particular described as follows: Beginning at the intersection of the East line of vacated Shelby Avenue, 60 feet wide, and the South line of public alley, 20 feet wide, as recorded in Liber 163, Page 120 of Deeds, Wayne County Records; Thence, along the North line of said vacated Shelby Avenue, North 90°00’00” West, a distance of 60.00 feet to the West line of said Shelby Street; thence, along said West line, North 90°00’00” East, A distance of 14.00 feet; thence, leaving said West line, South 90°00’00” East, a distance of 46.50 feet; thence, North 00°00’00” East, a distance of 10.00 feet; thence, South 90°00’00” East, a distance of 6.00 feet; thence, South 00°00’00” West, a distance of 10.00 feet; thence, South 90°00’00” East, a distance of 23.50 feet; thence, South 00°00’00” West, a distance of 14.00 feet to the South line of said public alley; thence, along the South line of Said public alley, North 90°00’00” West, a distance of 16.00 feet to the Point of Beginning. Containing $\pm 1,124$ Square feet of area.

Encroachment to consist of an overhead pedestrian bridge, caisson, foundation, and column that will link the Parking Structure to the Book Cadillac Hotel over Shelby Street, 60 feet wide, and the public alley, 20 feet wide, between the above described parcels:

PROVIDED, that the Detroit Water and Sewerage Department forces shall have free and easy access to the water main and/or sewer facilities at all times to permit proper operation, maintenance and if required, alteration or repair of the water main and/or sewer facilities. Free and easy access shall mean that no structure or storage of materials will be allowed upon the area of encroachment to hinder the movement of maintenance equipment, and be it further

PROVIDED, that Should the water main and/or sewer facilities be broken or damaged as a result of any action on the part of the petitioner or assigns, then in such event the petitioner or assigns shall be liable for all costs incident to the repair of such broken or damaged water main and appurtenances, and waives all claims for damages, and be it further

PROVIDED, "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance of encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division – DPW prior to any public right-of-way construction; and further

PROVIDED, that the necessary permits shall be obtained from the City Engineering Division – DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; also in accord with plans submitted to and approved by these departments; including the Public Lighting Department (if necessary), and the Traffic Engineering Division – DPW (if necessary); and further

PROVIDED, That all cost for the construction, maintenance, permits and use of the encroachments shall be borne by "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns; and further

PROVIDED, That all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns. Should damages to utilities occur "Downtown Development Authority and/or the Book Cadillac Residences Association" or its assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

PROVIDED, If it becomes necessary to repair or replace the utilities located or to be located within the public rights-of-way, by acceptance of this permission, "Downtown Development Authority and/or the Book Cadillac Residences Association" (owners) for themselves, or their assigns, (by acceptance of permits for construction near underground utility lines, conduits, or mains) waives all claims for damages to the encroaching installations and agree to pay all costs incurred in their removal (or alteration), if removal (or alteration) becomes necessary; and further

PROVIDED, That "Downtown Development Authority and/or the Book Cadillac Residences Association" shall file with the Finance Department and/or City Engineering Division – DPW an indemnity in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance by "Downtown Development Authority and/or the Book Cadillac Residences Association" of the terms thereof. Further, "Downtown Development Authority and/or the Book Cadillac Residences Association" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and further

PROVIDED, The property owned by "Downtown Development Authority and/or the Book Cadillac Residences Association" and the encroachment shall be subject to proper zoning or regulated use (board of Zoning Appeals Grant); and further

PROVIDED, That no other rights in the public streets, alleys or other public place shall be considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division – DPW; and further

PROVIDED, this resolution is revocable at the will, whim or caprice of the City Council, and "Downtown Development Authority and/or the Book Cadillac Residences Association" acquires no implied or other privileges hereunder not expressly stated herein; and further

PROVIDED, That the encroachment permits 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

EXHIBIT

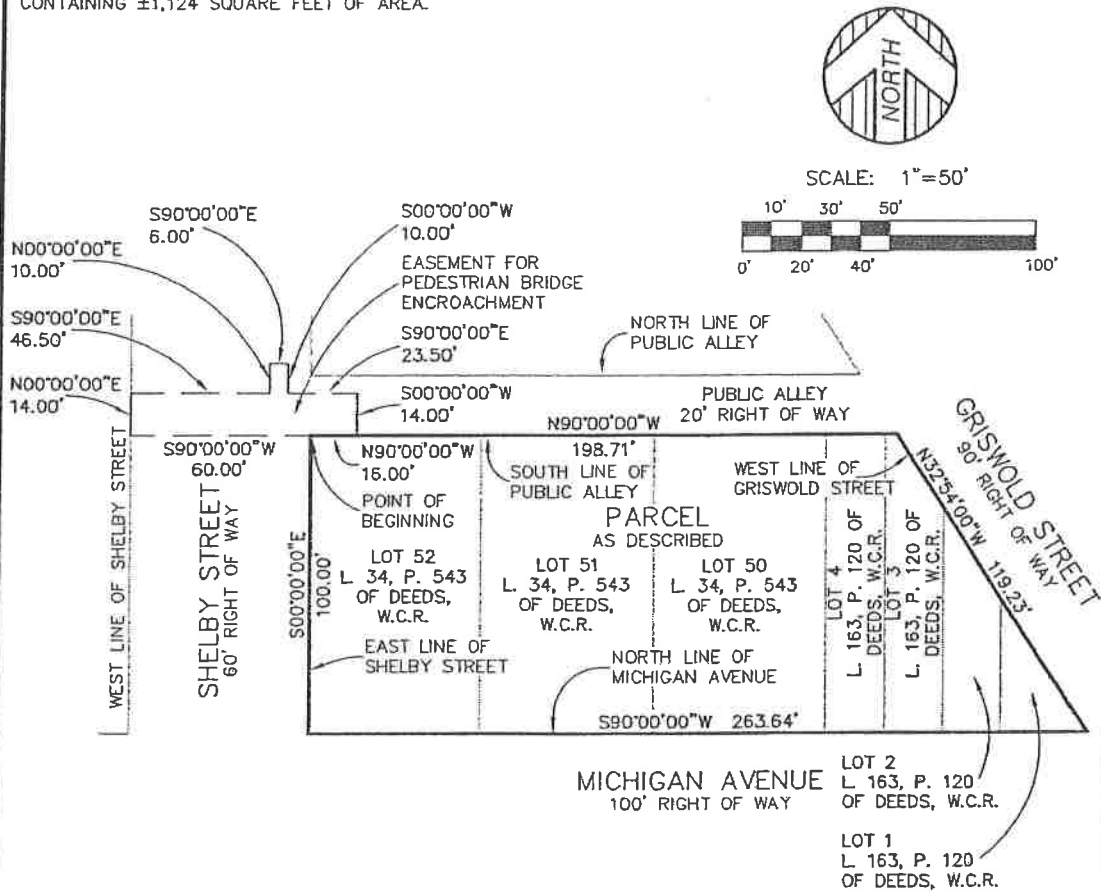
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 CONTAINING ±1,124 SQUARE FEET OF AREA.



KEM-TEC & ASSOCIATES 22556 GRATIOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
CERTIFIED TO: WALBRIDGE ALDINGER	
FIELD SURVEY:	DATE: JUNE 16, 2006
DRAWN BY: NEM	SHEET: 1 OF 1
SCALE: 1" = 50'	JOB NO.: 05-17253

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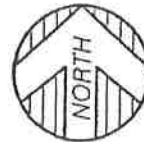
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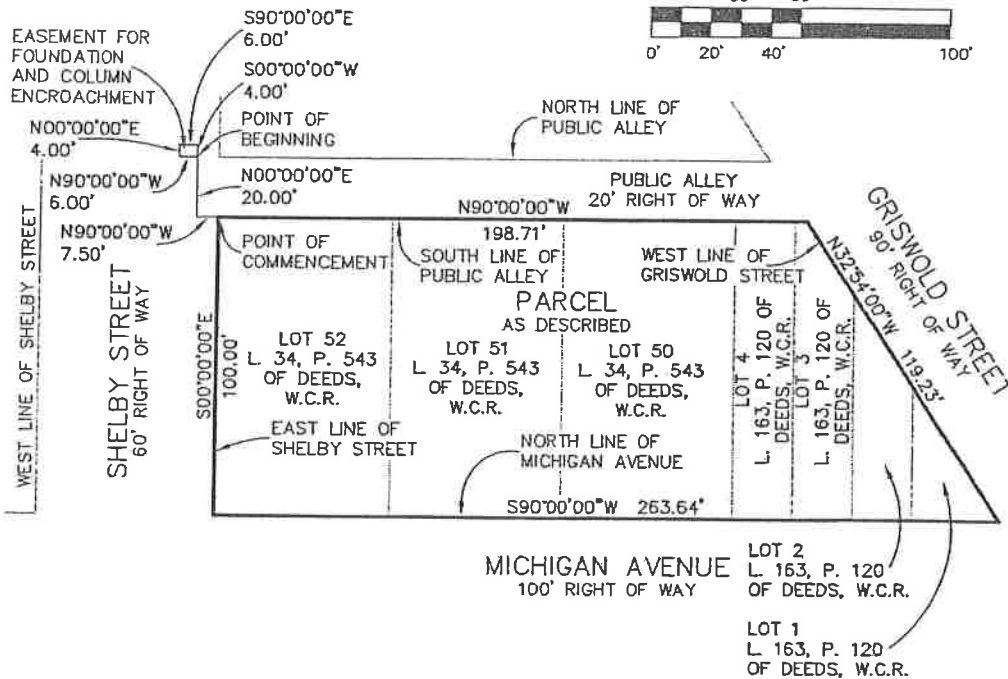
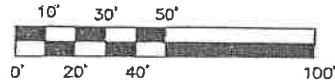
EASEMENT DESCRIPTION:


AN EASEMENT FOR CAISSON, FOUNDATION AND COLUMN ENCROACHMENT INTO THE SHELBY STREET RIGHT OF WAY, GOVERNOR AND JUDGE'S PLAN OF SECTION 8, AS RECORDED IN LIBER 34, PAGE 543 OF DEEDS, WAYNE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF VACATED SHELBY AVENUE (60 FOOT RIGHT OF WAY) AND THE SOUTH LINE OF PUBLIC ALLEY (20 FOOT RIGHT OF WAY), AS RECORDED IN LIBER 163, PAGE 120 OF DEEDS, WAYNE COUNTY RECORDS;
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 CONTAINING ±24 SQUARE FEET OF LAND.



SCALE: 1" = 50'



 KEM-TEC & ASSOCIATES 22556 GRATIOT AVE. EASTPOINTE, MI 48021 PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS (586)772-2222 * FAX (586)772-4048	
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WRITTEN ACCEPTANCE OF THE TERMS AND CONDITIONS
OF DETROIT CITY COUNCIL RESOLUTION
PETITION NO. 2898, ADOPTED , 2008

Book Cadillac Residences Association, a Michigan non-profit corporation, whose address is 1114 Washington Boulevard, Detroit, Michigan 48226, hereby accepts the terms and conditions of the Detroit City Council Resolution granting Petition No. 2898, and agrees to comply with its requirements. Further, pursuant to said Resolution, Book Cadillac Residences Association hereby agrees to save harmless the City of Detroit of and 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 of Detroit by reason of the granting of such petition and issuance of permits pursuant thereto, for the performance or non-performance by Book Cadillac Residences Association of the terms of such permits, or that may arise out of the maintenance by its personnel, agents and employees of the Skywalk which is the subject matter of such Resolution. Book Cadillac Residences Association further agrees that, in accordance with said Resolution, a certified copy of that Resolution will be recorded in the Office of the Register of Deeds of Wayne County by the City Clerk of the City of Detroit.

Witnessed by:

Timothy Johnson
Tom Forensick

Book Cadillac Residences Association,
a Michigan non-profit corporation

By: Martin L. Herman
Its Vice-President

Approved by Law Department:

Justice Tom
(Name)

CHIEF ASSISTANT Corporation Counsel

Dated: 11-6-08


RECEIVED
NOV 7 2008

STATE OF OHIO)
)SS
COUNTY OF CUYAHOGA)

On October 22, 2008 before me the foregoing Written Acceptance was signed by Martin L. Herman as the Vice-President of Book Cadillac Residences Association, a Michigan non-profit corporation, who is known to me and acknowledged that he signed on behalf of said non-profit corporation and by authority of its Board of Directors.



GINAL L. LATIMER
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 12/7/10


Ginal L. Latimer, Notary Public
Cuyahoga County, Ohio
My Commission expires: 12/7/10