

"REVISED"

City of Detroit

**City Engineering Division, Department of Public Works
Survey Bureau**

SR ~~0118292660~~ 8692031
3/22/18
4/1/2018
Rec'd 3/22/18
CAG

NOTICE OF PROPOSED CHANGE IN PROPERTY

5/21/2018
5/11/2018

Date: ~~03/20/2018~~

Petition: x140 -R2

- AT&T Telecommunication
 - Comcast Television (CATV)
 - Detroit Edison (DTE)
 - Fire Department
 - Great Lakes Water Authority
 - Land Bank Authority
 - Michcon (DTE)
 - Planning & Development Department
 - Public Lighting Authority
 - Public Lighting Department
 - Police Department
 - Solid Waste Division, DPW
 - Street Design Bureau, DPW
 - Street Maintenance Division, DPW
 - Traffic Engineering Division, DPW
 - Water and Sewerage Department
 - _____
- Berm Use
 - Conversion to Easement
 - Dedication
 - Encroachment
 - Outright Vacation
 - Temporary Closing

A petition drawing is attached. Property shown on the attached print is proposed to be changed as indicated. Kindly report (using the back of this sheet) the nature of your services, if any affected by the proposed change and the estimated costs of removing and rerouting such services (if necessary).

Please return one copy to City Engineering Division, DPW within two weeks of the submittal date. Retain one copy and print for you file.

Ron Brundidge, Director, Department of Public Works

By: Richard Doherty, CED DPW
City Engineer

TO: City Engineering Division, DPW
2 Woodward Ave., Suite 642
Detroit, Michigan 48226-3462
Survey Bureau: 313-224-3970

Petition: x140-R2
"REVISED"

The proposed change in property (referred to on the other side of this sheet) would affect our services as follows:

- Not Involved
- Involved; but asking you to hold action on this petition until further notice.
- Involved; but no objections to the property change.
- Involved; objection to the property change.

- Involved; but no objections to the property change... provided ^{AN} as easement of the full width of the public right-of-way (street, alley or other public place) is reserved, and attached *"ACCESS EASEMENT AGREEMENT" IS SIGNED BY PVS - FOR ITEMS # (1) # (2) ON PETITION LETTER.*
- Involved; the nature of our services and the estimated costs of removing and/or rerouting such services are:

SEE ALSO ATTACHMENT EXPLAINING "DTE ALLEY VACATION..." - FOR ITEMS # (4) # (5). ITEM # (3) HAS BEEN OMITTED BY PETITIONER.

DTE ENERGY
(Utility or City Department)

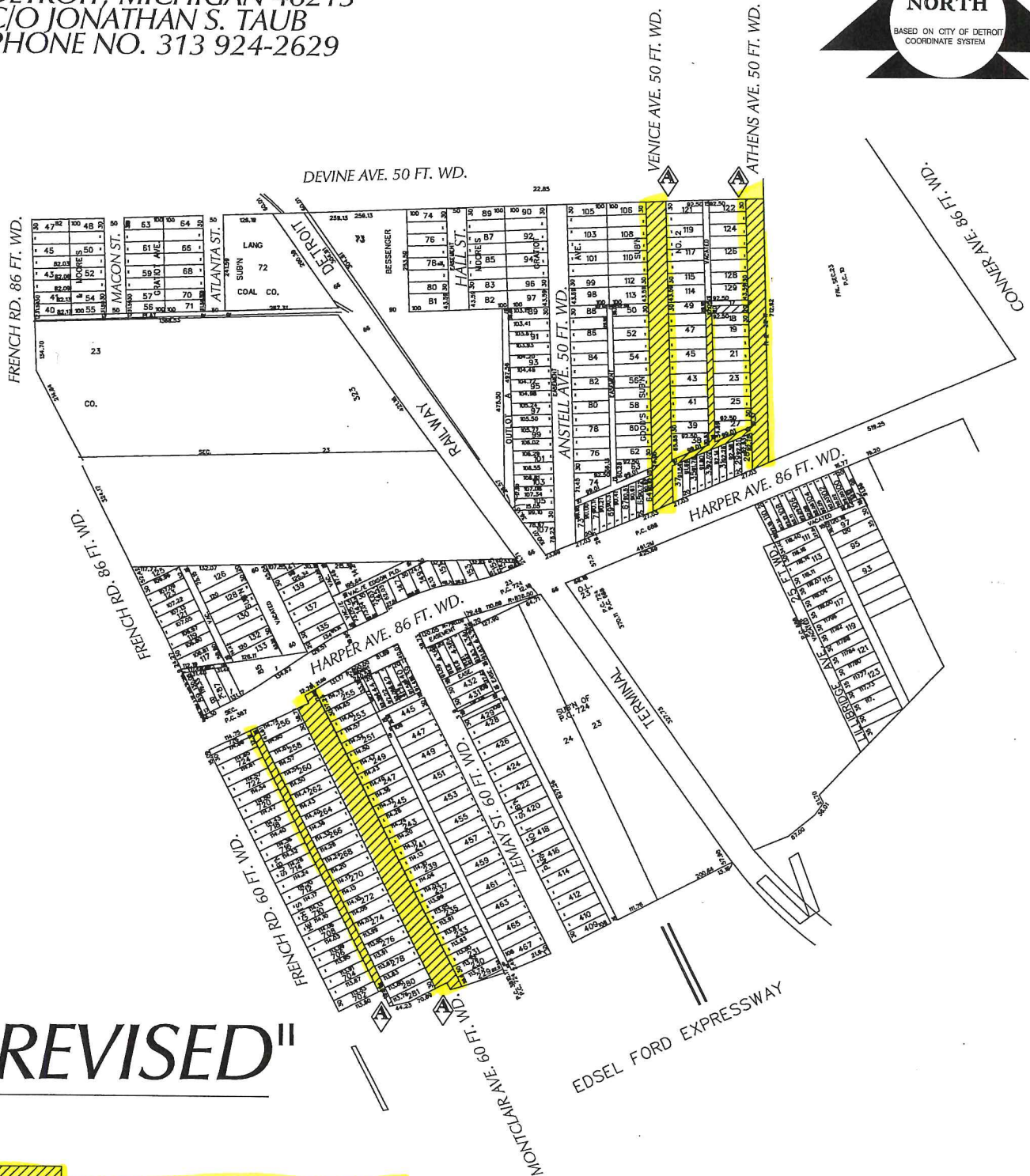
CHRISTINE LEWIS *[Signature]*
By

SR. ENGINEER
Title

10/24/2018
Date

(313) 235-1804
Area code - Telephone number

PETITION NO. 140
 PVS CHEMICALS, INC
 10900 HARPER AVE.
 DETROIT, MICHIGAN 48213
 C/O JONATHAN S. TAUB
 PHONE NO. 313 924-2629



"REVISED"

 - CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 57 B & E

B					
A	CHANGING FROM OUTHRIGHT VACATION TO CONVERSION TO EASEMENT	WLW	KSM	KSM	3/20/18
DESCRIPTION		DRWN	CHKD	APPD	DATE
REVISIONS					
DRAWN BY	WLW	CHECKED		KSM	
DATE	03-15-18	APPROVED			

CONVERSION TO EASEMENT
 VARIOUS PUBLIC STREETS AND ALLEYS
 IN THE AREA BOUND BY
 FRENCH RD, DEVINE AND CONNER AVE.
 AND EDEL FORD FWY.

CITY OF DETROIT	
CITY ENGINEERING DEPARTMENT	
SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X 140

PVS CHEMICALS, INC.

10900 Harper Avenue • Detroit, Michigan 48213
Phone: 313-921-1200 • Fax: 313-921-1378



January 16, 2018

HAND DELIVERED

The Honorable City Council
Office of the City Clerk, Room 200
200 Coleman A. Young Municipal Center
Detroit, Michigan 48226

Re: **Petition of PVS Chemicals, Inc. ("PVS") to Vacate:**

- (1) Venice Avenue Between Harper Avenue and Devine Avenue ("Venice");
- (2) Athens Avenue Between Harper Avenue and Devine Avenue ("Athens");
- ~~(3) Hern Street Between Lemay Avenue and Detroit Terminal Railroad Tracks ("Hern");~~
- (4) Montclair Street Between Harper Avenue and Hern Street ("Montclair" and, together with Venice, Athens, and Hern, the "Streets"); and
- (5) Alleys in: (a) the Block Bounded by Venice, Athens, Harper Avenue and Devine Avenue; and (b) the Block Bounded by Hern, Montclair, Harper Avenue and French Avenue (collectively, the "Alleys")

Dear Honorable Members of the Detroit City Council:

PVS is an international manufacturer, distributor and marketer of water-treatment and other chemical products which has proudly maintained its world headquarters in Detroit since its founding in 1945. PVS currently employs more than 1,000 people worldwide in the United States, Canada, Europe and Asia, including approximately 250 in the City of Detroit. Throughout its more than 70 years of existence, PVS has continuously increased its investment in Detroit, including its acquisition and renovation of real property as it becomes available in the area surrounding its headquarters on Harper Avenue. Through its investment in the City, PVS now owns substantially all of the privately-owned land on both sides of the above-described Streets and Alleys. See the following **Attachments**:

- Attachment 1 – Plat Diagram No. 1: Survey of land surrounding Venice and Athens
- Attachment 2 – Information Report: Property surrounding Venice and Athens
- Attachment 3 – Photographs of Venice
- Attachment 4 – Photographs of Athens
- Attachment 5 – Right-of-Way Map: Shows Hern between Lemay Avenue and Detroit Terminal Railroad Tracks
- Attachment 6 – Title Insurance Policy and Warranty Deed: Confirm PVS's Ownership of all privately held property adjoining the portion of Hern between Lemay Avenue and Detroit Terminal Railroad Tracks
- Attachment 7 – Photographs of Hern
- Attachment 8 – Plat Diagram No. 2: Survey of land surrounding Montclair
- Attachment 9 – Information Report: Property surrounding Montclair

CITY CLERK 16 JAN 2018 PM 1:57

Walter Williams - PVS Petition 140 - Street Vacation to Easement

From: "Taub, Jon" <jtaub@pvschemicals.com>
To: "Walter Williams (City Engineering Division)" <williamsw1@detroitmi.gov>
Date: 3/20/2018 1:17 PM
Subject: PVS Petition 140 - Street Vacation to Easement
Cc: "Keith McCrary (City Engineering Division)" <mccraryk@detroitmi.gov>, "T..."

Dear Mr. Williams,

Pursuant to my conversation just now with your Supervisor, Mr. McCrary, I am writing to confirm that PVS's request to vacate the streets that are the subject of our pending petition 140 is being made subject to PVS's grant of easements to all public utilities who have equipment in or about the areas being vacated. To use the Survey Bureau's terminology, I understand from Mr. McCrary that this will convert our petition from an outright "vacation" to a "vacation to easement." I apologize to you and Mr. McCrary for not making this clearer in our petition.

If you have any questions, please let me know.

Thank you again for your assistance.

Best regards,

Jon

Jonathan S. Taub
Executive Vice President & General Counsel
PVS Chemicals, Inc.
10900 Harper Avenue
Detroit, Michigan 48213-3364
USA

Tel (Gen): [\(313\) 921-1200](tel:(313)921-1200)
Tel (Dir): [\(313\) 924-2629](tel:(313)924-2629)
Fax: [\(313\) 921-1378](tel:(313)921-1378)
Cell: [\(313\) 718-0123](tel:(313)718-0123)

Attachment 10 – Photographs of Montclair
Attachment 11 – Legal Description of Streets and Alleys

By this letter (“Petition”), PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

BACKGROUND

In recognition of the decreasing need for public streets and alleys in this increasingly consolidated area, the City has previously vacated other streets and alleys near the Streets and Alleys:

As shown in **Attachment 1**, the land survey surrounding Venice and Athens, PVS currently owns portions of the nearby Anstell Avenue and Hall Street and certain adjoining alleys that the City vacated in response to a petition that PVS submitted in 1983. A copy of the resolutions that this Council adopted to vacate Anstell, Hall and the adjoining alleys in 1983 is contained in **Attachment 12**.

PVS submits that its present Petition is in keeping with the City’s prior determinations to vacate streets and alleys in the area, and, for the reasons stated below, PVS respectfully requests that this Petition be granted.

REASONS FOR PETITION

PVS now uses the property that it owns in this area as follows:

1. **World Headquarters**—PVS’s 225,000 square-foot world headquarters is located south of Harper Avenue and east of the Detroit Terminal Railroad tracks.
2. **Principal Water-Treatment Chemical Manufacturing Facility**—PVS’s principal water-treatment chemical manufacturing facility (owned and operated by PVS’s subsidiary, PVS Technologies) is located east of French Road and west of the Detroit Terminal Railroad tracks.
3. **Principal Transportation Terminal**—PVS’s principal trucking operations terminal (owned and operated by PVS’s subsidiary, PVS Transportation) is located east of French Road and east of the Detroit Terminal Railroad tracks.
4. **Warehouse Facility**—PVS’s chemical distributor subsidiary (PVS-Nolwood Chemicals) operates one of its Detroit warehouse facilities in the area located east of French Road and west of the Detroit Terminal Railroad tracks.
5. **Park**—PVS also has a landscaped park located in the block bounded by Anstell, Venice, Harper Avenue and Devine Avenue.
6. **Area Cleanup/Maintenance**—PVS has cleared and consolidated several lots that PVS acquired from the City and others in the block bounded by Venice, Athens, Harper Avenue and Devine Avenue and in the block bounded by Montclair, Hern, French Avenue and Harper Avenue. PVS continues to maintain the property pending its use either to expand its existing park and facilities or to otherwise support its ongoing business.

PVS submits that the Alleys should be vacated because they are not now and have not for a significant period of time been used as public alleys by PVS or anyone else. PVS further submits that the Streets should be vacated for the following reasons:

1. The only entity that may need to use any of the Streets to access the property is PVS. The Streets are therefore no longer needed to serve the public purpose for which they were originally intended, and they may be vacated without adversely affecting the public.
2. Apparently due to the extremely low traffic volume on Venice and Athens, those streets are now used from time to time as places to conduct illicit activities, including prostitution. Vacating the Streets and permitting PVS to place locked gates across the entrances to Venice and Athens on Harper Avenue would deny further access to this property by those now using the property for such activities.
3. Due to the non-existent traffic volume on the portion of Hern between Lemay Avenue and the Detroit Terminal Railroad Tracks, that area is now used from time to time as a place to conduct illicit activities, including illegal dumping. Vacating this portion of Hern and permitting Petitioner to place a barrier across the entrance to Hern at Lemay Avenue would deny further access to this property by those now using the property for such improper activities.
4. Vacating the Streets and Alleys would permit PVS to further consolidate the property in the area and facilitate PVS's ongoing efforts to improve the cleanliness, safety and appearance of the property for the benefit of the immediate neighborhood and the City.

In consideration for the City's vacation of the Streets and Alleys, PVS is willing to enter into an arrangement with the City and its departments that would be comparable to the arrangements that PVS made in 1983 in connection with the vacation of Anstell Avenue and Hall Street. The Arrangements made in 1983, which are described in more detail in the resolutions contained in **Attachment 12**, included the grant of easements over the vacated streets and alleys for use by public utilities and a continuing agreement to maintain the equipment of certain utilities that remained on or near the vacated property. PVS is also willing to consider any other reasonable arrangements that the City may propose in this regard.

(Signed on Immediately Following Page—Remainder of Page Intentionally Left Blank)

CONCLUSION

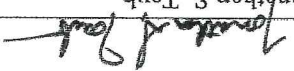
Based upon the foregoing, PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

If you have any questions or require any further documentation, please let me know (*direct*: 313-924-2629; *fax*: 313-921-1378; *e-mail*: jtaub@pvschemicals.com)

Thank you for your consideration.

Yours very truly,

PVS CHEMICALS, INC.

By 
Jonathan S. Taub
Its Executive Vice President & General Counsel

Attachments (12)

cc (w/ att.):

- Mr. James B. Nicholson [jnicholson@pvschemicals.com]
- Mr. James M. Nicholson [jmnicholson@pvschemicals.com]
- Mr. David A. Nicholson [dnicholson@pvschemicals.com]
- Mr. Timothy F. Nicholson [tmicholson@pvschemicals.com]
- Mr. John S. Nicholson [jnicholson@pvschemicals.com]

**DTE ALLEY VACATION PETITION LANGUAGE
TO INCLUDE IN CITY COUNCIL RESOLUTION**

First said owners hereby grant to and for the use of the public an easement or right-of-way over said vacated public alley herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public alley in the City of Detroit, with the right to ingress and egress at any time to and over said easement for the purpose above set forth.

Second, said utility easement or right-of-way in and over said vacated alleys herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easements or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easements with any necessary equipment to perform the above-mentioned tasks, with the understanding that the utility companies shall use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition.

Third, said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls (except necessary easement perimeter fence) shall be built or places upon said easement, nor change of surface grade made, without prior approval of the City Engineering Department (DPW).

Fourth, that if the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of any existing poles or other utilities in said easement, such owners shall pay all cost incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, that if any existing utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility, and be it further.

PROVIDED, that an easement, the full width of the existing rights-of-way, is reserved for the DTE Electric Company (DTE) for the purpose of installing, maintaining, repairing, removing, or replacing any overhead and underground utilities facilities which may consist of underground tunnels, underground vaults, pipelines, poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers, and accessories (collectively DTE Facilities) with the right of ingress egress at any time to, and over said easements for the purpose above set forth, and further.

PROVIDED, that free and easy access (i.e. gated access with DTE locks at all ends of the easement) to the DTE Facilities and within the easements is reserved for DTE equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the Facilities, and further.

PROVIDED, that said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including fences, porches, patios, balconies, etc., shall be built upon or over said easements, or that no grade changes or storage of materials shall be made within said easements without prior written approval and agreement with DTE, and further.

PROVIDED, that if at any time in the future, the owners of any lost abutting said vacated alleys shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if any DTE Facilities said easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or assigns shall be liable for all cost incident to the repair of such broken or damaged any DTE Facilities, and shall also be liable for claims for damages resulting from his/her actions, and further.

PROVIDED, that the City of Detroit Planning and Development Department is hereby authorized and directed to issue a "Quit Claim Deed" for land dedicated to the City of Detroit January 2, 1884, for public alley purposes, said land described as:

PROVIDED, that the City Clerk shall within 30 days record certified copy of this resolution with the Wayne County Register of Deeds.

A waiver of reconsideration is hereby respectfully requested of your Honorable Body.

JST Acquisition Company, L.L.C.

10900 Harper Avenue
Detroit, Michigan 48213
(313) 924-2629

jtaub@pvschemicals.com

October 23, 2018

VIA FED EX

Ms. Christine Lew
SE Engineering, CORTL
Consolidation, & System Resiliency
DTE Electric Company
One Energy Plaza
Detroit, Michigan 48226

Re: PVS Street-Vacation to Easement Petition No. 140

Dear Christine:


Enclosed is the Easement Agreement between JST Acquisition Company and DTE which I have signed on behalf of JST Acquisition.

Please hold the Agreement in escrow pending the City of Detroit's determination of the above-referenced Petition. If the City grants our Petition, you may arrange to have the Agreement signed on behalf of DTE, dated and recorded with the Wayne County Register of Deeds. If, however, the City denies our Petition, please return the enclosed Agreement to me.

If you have any questions in the meantime, please let me know.

Yours very truly,

JST ACQUISITION COMPANY, L.L.C.

By  _____
Jonathan S. Taub
Its President

JST/djt

Enclosure

ACCESS EASEMENT AGREEMENT NO. 50768977-50769020

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this [] day of [], 2018, by and between JST Acquisition Company, L.L.C., whose address is 10900 Harper Avenue, Detroit, Michigan 48213 ("Grantor") and DTE Electric Company, whose address is One Energy Plaza, Detroit, MI 48226 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described on Attachment A (the "Grantor's Property") attached hereto and incorporated herein by this reference;

B. Grantee desires a perpetual non-exclusive access easement on, over, across, and through a portion of Grantor's Property, as described on Exhibit A, for vehicular and pedestrian ingress and egress to and from Grantee's equipment located along Devine Avenue, in Detroit, Michigan ("Grantee's Equipment") ("Access Easement Area") which Access Easement Area is more particularly described on Attachment "B" attached hereto and incorporated herein by this reference; and

C. Grantor and Grantee now desire to set forth their respective rights and obligations for the use, maintenance, and repair of the Access Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **Recitals.** The recitals stated above are hereby incorporated into, and made a material part of this Agreement.

2. **Grant of Access Easement, Maintenance, Maintenance.** Grantor hereby grants, gives, and conveys to Grantee, its officers, directors, shareholders, members, managers, employees, contractors, agents, customers, tenants, guests, invitees, successors, and assigns, and any party under the direction or control of Grantee (collectively, the "Permitted Users"), on a non-exclusive basis, an easement for free and easy access for vehicular (including but not limited to trucks, automobiles, backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment) (collectively, "Vehicles") and pedestrian ingress and egress over, upon and across the Access Easement Area, to provide access for vehicles and pedestrians to and from Grantee's Equipment.

3. **Use of Access Easement Area.** The Access Easement Area shall be used on a non-exclusive basis solely for vehicular and pedestrian access, by the Permitted Users. Grantor agrees that it shall not place any locks, fencing or other impediments to Grantee's Access Easement Area.

4. **No Buildings or Structures.** Grantor agrees that no building or structure of any nature whatsoever, including fences, porches, balconies, etc., shall be built upon or over the Access Easement Area, or that no grade changes or storage of materials shall be made within said easement without prior written consent of Grantee, which shall not be unreasonably withheld or delayed.

5. **Covenants Running With the Land.** All provisions of this Agreement, including the benefits and burdens set forth therein, shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties thereto.

6. **Interpretation.** The rule of strict construction shall not apply to this Agreement. The provisions of this Agreement shall be given a reasonable construction to carry out the intention of the parties thereto to confer commercially useable rights of enjoyment.

7. **Enforcement.** The parties hereto, or their respective successors or assigns, may enforce the terms of this Agreement by appropriate action, in equity or at law. In such event, the party prevailing in any such action shall be allowed to recover from the non-prevailing party all costs and fees, including reasonable attorney's fees and costs, incurred in connection with such action.

8. **Miscellaneous.**

- A. The captions contained in this Agreement are for convenience only and shall not limit, expand, or alter the terms and provisions contained herein.
- B. Whenever the context so requires, the terms used herein shall include the masculine, feminine or neuter, as applicable, and the singular shall include the plural, and vice versa.
- C. This Agreement may not be amended, modified, or revoked except by a written instrument signed by the parties hereto, or their respective successors and assigns.
- D. In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then the remainder of this Agreement shall remain in full force and effect and the court so holding is hereby authorized to modify the unenforceable provision to make the same enforceable while still following the intention of the parties as expressed herein.
- E. All notices required or permitted hereunder shall be in writing, signed by the party giving notice and shall be deemed to have been given when delivered by personal delivery or deposited in the United States Mail, registered or certified, with postage prepaid, effective two (2) days after mailing, and shall be addressed as follows:

JST ACQUISITION COMPANY, LLC
By: Jonathan S. Taub
Its: President

By: _____
Its:

DTE ELECTRIC COMPANY

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

G. Successors and Assigns. This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

F. Grantor agrees to grant Grantee an additional easement or amend the Access Easement Area if Grantee reasonably determines it needs such additional area for access across Grantor Property to Grantee Equipment as contemplated by this Agreement.
or to such other addresses as either may designate by notice given to the other party from time to time in accordance with the provisions hereof.

Grantor: DTE Electric Company
One Energy Plaza
Detroit, MI 48226
Attn: _____

Grantor: JST Acquisition Company, LLC
10900 Harper Avenue
Detroit, Michigan 48213
Attn: Jonathan S. Taub, President

Acknowledged before me in Wayne County, Michigan, on _____, 2018, by of the DTE Electric Company, a Michigan corporation, for the corporation.

Notary's Stamp _____
(Notary's name, county and date commission expires)

Notary's Signature _____

Acknowledged before me in Wayne County, Michigan, on October 23, 2018, by Jonathan S. Taub, a Michigan limited liability company, for the company.

DEBRA J. THEODORE
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires September 4, 2023

Notary's Stamp _____
(Notary's name, county and date commission expires)

Notary's Signature _____

Debra J Theodore

Prepared By and When Recorded Return To:
Heather A. Betts
DTE Electric Company
One Energy Plaza, WCB 688
Detroit, MI 48226

ATTACHMENT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PARCELS:

Description of property located on the Southernly side of Devine Avenue between the Conrail Railroad Right of Way and Venice Street, City of Detroit, Wayne County, Michigan. Lots 73 through 77, inclusive, Lots 86 through 90, inclusive and Lots 102 through 113, inclusive, including vacated portions of Hall Street and Anstell Street all being part of Bessenger and Moore's Gratiot Avenue Subdivision No. 2, of part of Private Claim 12 and part of fractional Sections 22 and 23, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan, as recorded in Liber 28 of Plats, Page(s) 30, Wayne County Records, and being more particularly described as follows: Beginning at the intersection of the Southernly line of Devine Avenue (50 feet wide) with the Westernly line of Venice Street (50 feet wide) said point being also the Northeastly corner of Lot 106 of said Bessenger and Moore's Gratiot Avenue Subdivision No. 2, as recorded in Liber 28 of Plats, Page(s) 30, Wayne County Records; proceeding thence from said point of beginning South 00 degrees 37' 00" East along the Westernly line of said Venice Street, said line being also the Easterly line of Lots 106 through 113, inclusive of said subdivision, a distance of 253.59 feet to the Southeastly corner of said Lot 113; thence South 89 degrees 26' 00" West along the Southernly line of said Lot 113, said line being also the Southernly line of said subdivision, a distance of 100.00 feet to the Southwestly corner of said lot; thence North 00 degrees 37' 00" West along the Westernly line of Lots 113 through 110 inclusive of said subdivision, a distance of 133.59 feet to the Northwestly corner of said Lot 110; thence South 89 degrees 26' 00" West along the Southernly line of Lot 102, and its Westernly extension a distance of 125.00 feet to a point on the centerline of vacated Anstell Street (50 feet wide); thence North 00 degrees 37' 00" West along the centerline of said Anstell Street, a distance of 90.00 feet to a point; thence South 89 degrees 26' 00" West along the Easterly extension of and along the Southernly line of Lot 90 of said subdivision, a distance of 125.00 feet to the Southwestly corner of said lot; thence South 00 degrees 37' 00" East along the East line of Lots 88, 87 and 86, of said subdivision, a distance of 90 feet to the Southeastly corner of said Lot 86; thence South 89 degrees 26' 00" West along the Southernly line of Lot 86, across vacated Hall Street (50 feet wide) and along the Southernly line of Lot 77 of said subdivision, a distance of 250.00 feet to a point; thence South 00 degrees 37' 00" East along part of the Easterly line of Lot 73 of said subdivision, a distance of 133.59 feet to the Southeastly corner of said Lot 73; thence South 89 degrees 26' 00" West along the Southernly line of said Lot 73, a distance of 190.00 feet to the Southwestly corner of said lot; thence North 34 degrees 18' 12" West along the Easterly line of the Conrail Railroad Right of Way (66 feet wide) said line being also the Westernly line of said Lot 73, a measured distance of 304.94 feet (recorded 304.81 feet) to the Northwestly corner of said

lot; thence North 89 degrees 26' 00" East along the Southerly line of said Devine Avenue said line being also the Northerly line of Lots 73 and 74, the North end of said vacated Hall Street, the Northerly line of Lots 89 and 90, the Northerly end of said vacated

Anstell Street and the Northerly line of Lots 105 and 106 of said subdivision, a distance of 859.13 feet to the point of beginning.

PARCEL:

Property located on the Southerly side of Devine Avenue between Athens Street and Venice Street, City of Detroit, Wayne County Michigan. Lots 114 through 129, inclusive of Bessenger and Moore's Gratiot Avenue Subdivision No. 2, of part of Private Claim 12 and part of fractional Sections 22 and 23, Town 1 South, Range 12 East, as recorded in Liber 28 of Plats, Page(s) 30, Wayne County Records, and part of Lot 17 of Good's Subdivision, of part of fractional Sections 22 and 23, Town 1 South, Range 12 East, known as Private Claim 12, as recorded in Liber 31 of Plats, Page(s) 51, Wayne County Records, all being located in the City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the intersection of the Southerly line of Devine Avenue (50 feet wide) with the Westerly line of Athens Street (50 feet wide) said point being also the Northeasterly corner of Lot 122 of said Bessenger and Moore's Gratiot Avenue Subdivision No.2, as recorded in Liber 28 of Plats, Page(s) 30, Wayne County Records; proceeding thence from said point of beginning South 00 degrees 37' 00" East along the Westerly line of Athens Street said line being also the Easterly line of Lots 122 through 129, inclusive of said Bessenger and Moore's Subdivision, and part of the Easterly line of Lot 17 of said Good's Subdivision, as recorded in Liber 31 of Plats, Page(s) 51, Wayne County Records, a distance of 263.59 feet to the point of intersection of said street line with the Northerly line of an East/West Public Alley (20 feet wide) as open through said Lot 17; thence South 89 degrees 24' 00" West along the Northerly line of said East/West Public Alley through the interior of said Lot 17, a distance of 92.50 feet to the point of intersection of said alley with the Easterly line of a North/South Public Alley (15 feet wide); thence North 00 degrees 37' 00" West along the Easterly line of said North/South Public Alley, said line being also part of the Westerly line of said Lot 17, a distance of 10.05 feet to the Northwesterly corner of said Lot 17; thence South 89 degrees 26' 00" West along part of the Southerly line of Lots 129 and along the Southerly line of Lot 114 of said Bessenger and Moore's Gratiot Avenue Subdivision No. 2, said line being also part of the Southerly line of said subdivision, a distance of 107.50 feet to the Southwesterly corner of said Lot 114; thence North 00 degrees 37' 00" West along the Easterly line of Venice Street (50 feet wide) said line being also the Westerly line of Lots 114 through 121, inclusive of said Bessenger and Moore's Gratiot Avenue Subdivision No. 2, a distance of 253.59 feet to the Northwesterly corner of said Lot 121; thence North 89 degrees 26' 00" East along the Southerly line of said Devine Avenue, said line being also the Northerly line of Lots 121 and 122 of said Bessenger and Moore's Gratiot Avenue Subdivision No.2, a distance of 200.00 feet to the point of beginning.

Parcel Nos: 19002565/19003501-10.

**ATTACHMENT
B**

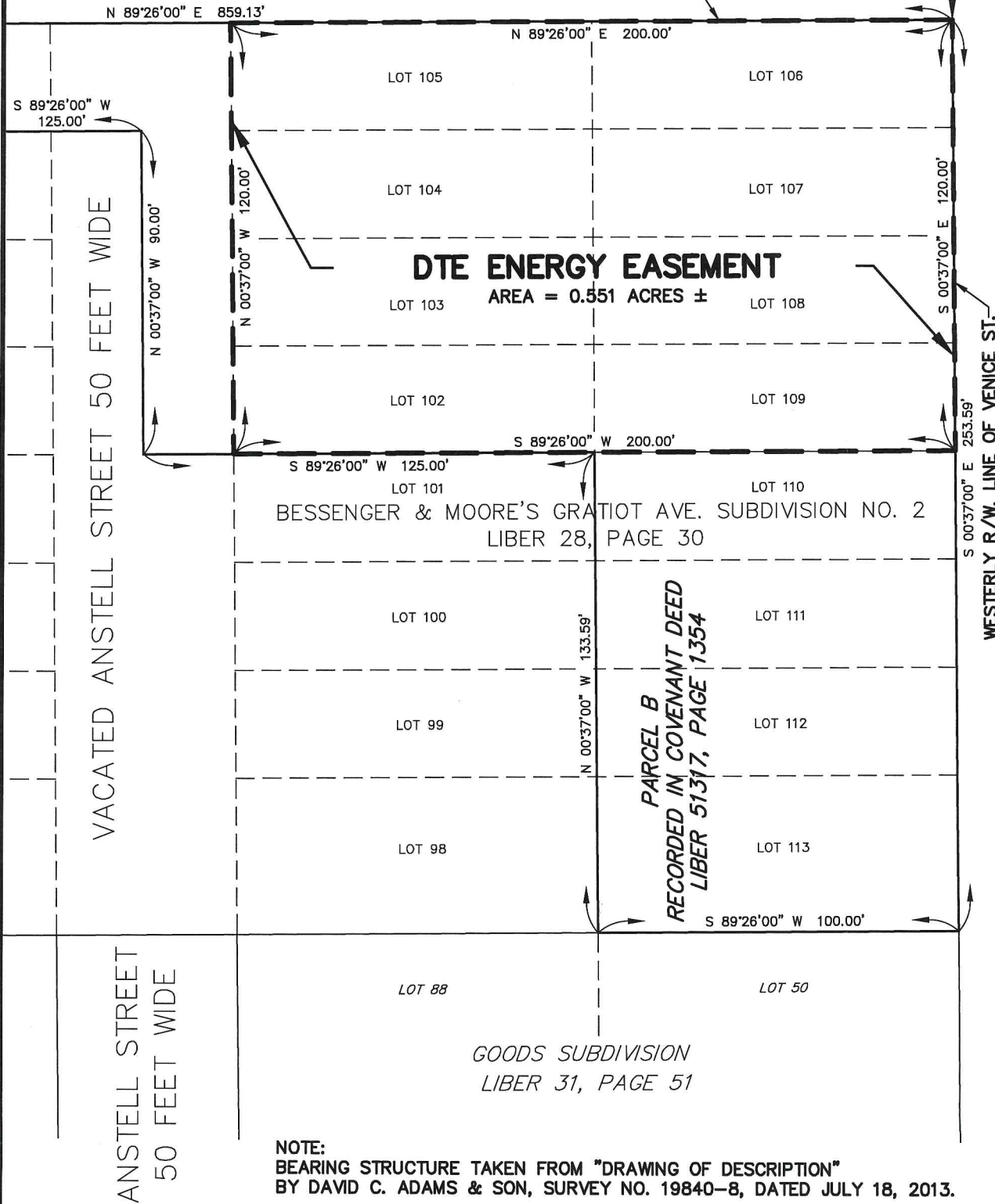


REVISION		JOB NUMBER
A	BY A. CASTILLO	201805118
	DATE 9/24/2018	APP. A. CASTILLO
	REMOVED THE WORD "PARKING" FROM THIS DOCUMENT.	
REVISION		JOB NUMBER
B	BY A. CASTILLO	201805118
	DATE 9/26/2018	APP. A. CASTILLO
	CORRECTED MISSPELLING (EASMENT) IN TITLE BLOCK.	

DEVINE AVENUE 50 FEET WIDE

SOUTHERLY R/W. LINE OF DEVINE AVE.


POINT OF BEGINNING
DTE ENERGY EASEMENT



VENICE STREET 50 FEET WIDE

VACATED ANSTELL STREET 50 FEET WIDE

**ANSTELL STREET
50 FEET WIDE**

 <p>DTE Energy DTE Electric Company</p> <p><small>CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING</small></p>	<p align="center">MAP AND DESCRIPTION OF DTE ENERGY EASEMENT ON LOTS 102-109, INCLUSIVE, BESSENGER & MOORE'S GRATIOT AVE. SUBDN. NO. 2 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN</p>		<p align="center">SHEET 1 OF 2</p>
	<p>SCALE 1 INCH = 40 FEET</p>	<p>DRAWN BY C. ZBOCH</p>	<p>SURVEY ENGINEER A. CASTILLO</p>
<p>DATE OF DRAWING 6/5/2018</p>		<p>DRAWING NO. SE DET-072</p>	

PARCEL DESCRIPTION (Parcel B)

Lots 73 through 77, inclusive, Lots 86 through 90, inclusive, and Lots 102 through 113, inclusive, including vacated portions of Hall Street and Anstell Street, all being part of BESSENGER & MOORE'S GRATIOT AVE. SUBDIVISION NO. 2, of part of Private Claim 12 and part of Fractional Sections 22 and 23, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan, as recorded in Liber 28 of Plats, Page 30, Wayne County Records, and being more particularly described as follows: Beginning at the intersection of the South line of Devine Avenue (50 feet wide) with the Westerly line of Venice Street (50 feet wide) said point being also the Northeasterly corner of Lot 106 of said BESSENGER & MOORSE'S GRATIOT AVE. SUBDIVISION NO. 2, (L. 28 Plats, P. 30, W.C.R.); proceeding thence from said Point of Beginning South 00°37'00" East, along the Westerly line of said Venice Street, said line also being the Easterly line of Lots 106 through 113, inclusive of said Subdivision, a distance of 253.59 feet to the Southeasterly corner of said Lot 113; thence South 89°26'00" West, along the South line of said Lot 113, said line also being the Southerly line of said Subdivision, a distance of 100.00 feet to the Southwesterly corner of said Lot; thence North 00°37'00" West, along the Westerly line of Lots 113 through 110, inclusive of said Subdivision, a distance of 133.59 feet to the Northwesterly corner of said Lot 110; thence South 89°26'00" West, along the Southerly line of Lot 102, and it's westerly extension a distance of 125.00 feet to a point on the center line of vacated Anstell Street (50 feet wide); thence North 00°37'00" West, along the center line of said Anstell Street, a distance of 90.00 feet to a point; thence South 89°26'00" West, along the Easterly extension of and along the Southerly line of Lot 90 of said Subdivision, a distance of 125.00 feet to the Southwesterly corner of said Lot; thence South 00°37'00" East, along the East line of Lots 88, 87, and 86 of said Subdivision, a distance of 90.00 feet to the Southeasterly corner of said Lot 86; thence South 89°26'00" West, along the Southerly line of Lot 86, across vacated Hall Street (50 feet wide) and along the Southerly line of Lot 77 of said Subdivision, a distance of 250.00 feet to the Southwesterly corner of said Lot 77; thence South 00°37'00" East, along part of the Easterly line of Lot 73 of said Subdivision a distance of 133.59 feet to the Southeasterly corner of said Lot 73; thence South 89°26'00" West, along the Southerly line of said Lot 73 a distance of 90.00 feet to the Southwesterly corner of said Lot; thence North 34°18'15" West, along the Easterly line of Conrail Railroad Right of Way (66 feet wide), said line being also the Westerly line of said Lot 73, a measured distance of 304.94 feet (described 304.81 feet) to the Northwesterly corner of said Lot; thence North 89°26'00" East, along the Southerly line of said Devine Avenue said line being also the Northerly line of Lots 73 and 74, the North end of said vacated Hall Street, the Northerly line of Lots 89 and 90, and the Northerly end of said vacated Anstell Street and the Northerly line of Lots 105 and 106 of said Subdivision, a distance of 859.13 feet to the Point of Beginning.


DTE ENERGY EASEMENT

A DTE Energy easement on Lots 102 through 109, inclusive, being part of BESSENGER & MOORE'S GRATIOT AVE. SUBDIVISION NO. 2, of part of Private Claim 12 and part of Fractional Sections 22 and 23, Town 1 South, Range 12 East, City of Detroit, Wayne County, Michigan, as recorded in Liber 28 of Plats, Page 30, Wayne County Records, and being more particularly described as follows:

BEGINNING at the intersection of the Southerly line of Devine Avenue (50 feet wide) with the Westerly line of Venice Street (50 feet wide) said point being also the Northeasterly corner of Lot 106 of said BESSENGER & MOORSE'S GRATIOT AVE. SUBDIVISION NO. 2, (L. 28 Plats, P. 30, W.C.R.); proceeding thence from said Point of Beginning South 00°37'00" East, along the Westerly line of said Venice Street, said line also being the Easterly line of Lots 106 through 109, inclusive, a distance of 120.00 feet to the Southeasterly corner of said Lot 109; thence South 89°26'00" West, along the Southerly line of Lots 109 and 102, inclusive, a distance of 200.00 feet to the Southwesterly corner of said Lot 102; thence North 00°37'00" West, along the Westerly line of Lots 102 through 105, inclusive, also being the Easterly line of vacated Anstell Street (50 feet wide), a distance of 120.00 feet to the Northwesterly corner of Lot 105; thence North 89°26'00" East, along the Northerly line of Lots 105 and 106, inclusive, also being the South line of Devine Avenue (50 feet wide), a distance of 200.00 feet to the Point of Beginning. Containing 0.551 acres of land, more or less.

REVISION	JOB NUMBER 201805118
	DATE 9/26/2018
BY A. CASTILLO	APP. A. CASTILLO
CORRECTED MISSPELLING (EASEMENT) IN TITLE BLOCK.	
B	

REVISION	JOB NUMBER 201805118
	DATE 9/24/2018
BY A. CASTILLO	APP. A. CASTILLO
REMOVED THE WORD "PARKING" FROM THIS DOCUMENT.	
A	

 <p>DTE Energy DTE Electric Company</p> <p><small>CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING</small></p>	<p>MAP AND DESCRIPTION OF DTE ENERGY EASEMENT ON LOTS 102-109, INCLUSIVE, BESSENGER & MOORE'S GRATIOT AVE. SUBDN. NO. 2 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN</p>	<p>SHEET 2 OF 2</p>
	<p>JOB NUMBER 201805118</p>	
<p>SCALE 1 INCH = N.A. FEET</p>	<p>DRAWN BY C. ZBOCH</p>	<p>SURVEY ENGINEER A. CASTILLO</p>
	<p>DATE OF DRAWING 6/5/2018</p>	<p>DRAWING NO. SE DET-072</p>

