



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEERING DIVISION

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVE. SUITE 601  
DETROIT, MICHIGAN 48226  
PHONE: (313) 224-3949 • TTY:711  
FAX: (313) 224-3471  
WWW.DETROITMI.GOV

February 22, 2019

Honorable City Council:

**RE: Petition No. 657 — Department of Public Works, City Engineering Division, request to dedicate a Public Easement in the area bounded by Warren, Canyon, Mack and Radnor.**

Petition No. 657 — Department of Public Works, City Engineering Division, request to dedicate a public access easement, 10 feet wide, adjoining part of a public alley, 20 feet wide running from Mack Avenue, 120 feet wide to Canyon Avenue, 60 feet wide, and lying south of Warren Avenue, 105 feet wide and east of Radnor Avenue, 70 feet wide.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

The request is being made as part of a commercial development known as EZ Storage at 18145-18147 Mack Avenue. On February 6, 2011, your Honorable Body approved the rezoning classification for 18145 and 18147 Mack Avenue from a B4 (General Business District) and a P1 (Open Parking District) into a PD (Planned Development District). The approval was subject to several conditions including the execution of a Maintenance Agreement with the City of Detroit Department of Public Works – City Engineering Division with respect to the 20 foot wide north-south alley adjacent to 18145 and 18147 Mack Avenue. The Maintenance Agreement was executed and recorded August 5, 2011 in Liber 49309, pages 542-573, Wayne County Records.

At this time “EZ storage” aka Mack Avenue Investors, LLC wants to grant to the City of Detroit an Easement for Public Access and Use. The existing Maintenance Agreement will be amended to include the subject easement area. The request was approved by City Engineering – DPW and the City of Detroit Law Department.

I am recommending adoption of the attached resolution.

Respectfully submitted,

Richard Doherty, P.E., City Engineer  
City Engineering Division – DPW

/JK

Cc: Ron Brundidge, Director, DPW  
Mayor's Office – City Council Liaison

BY COUNCIL MEMBER \_\_\_\_\_

**WHEREAS**, Mack Avenue Investor, LLC a/k/a “EZ Storage” is the owner of interest in 18155 Mack Avenue, which is located on the southeast side of a 20 foot wide public alley and wishes to grant to the City of Detroit a 10 foot wide perpetual easement for public access and use; and

**WHEREAS**, the easement agreement has the approval of the Law Department and Department of Public Works – City Engineering Division; and

**WHEREAS**, Mack Avenue Investor, LLC a/k/a “EZ Storage” as the owner of interest wishes to amend the existing Maintenance Agreement to the City of Detroit to also include the 10 foot wide perpetual easement for public access and use; **NOW THEREFORE BE IT**

**RESOLVED**, that the 10 foot wide strip of land described as: Land in the City of Detroit, Wayne County, Michigan being part of Lot 13 of “Plat and Survey of Private Claim 300” as recorded in Liber 221 of Deeds, Pages 332 and 333, Wayne County Records; Commencing at the intersection of the northwesterly line of Mack Avenue, 120 feet wide, and the southwesterly line of Canyon Avenue, 60 feet wide; thence S19°08’00”W 998.40 feet along the northwesterly line of Mack Avenue to the Point of Beginning; thence continuing S19°08’00”W 14.11 feet along the northwesterly line of said Mack Avenue; thence N25°59’24”W 285.40 feet; thence N19°08’00”E 14.11 feet; thence S25°59’24”E 285.40 feet to the Point of Beginning.

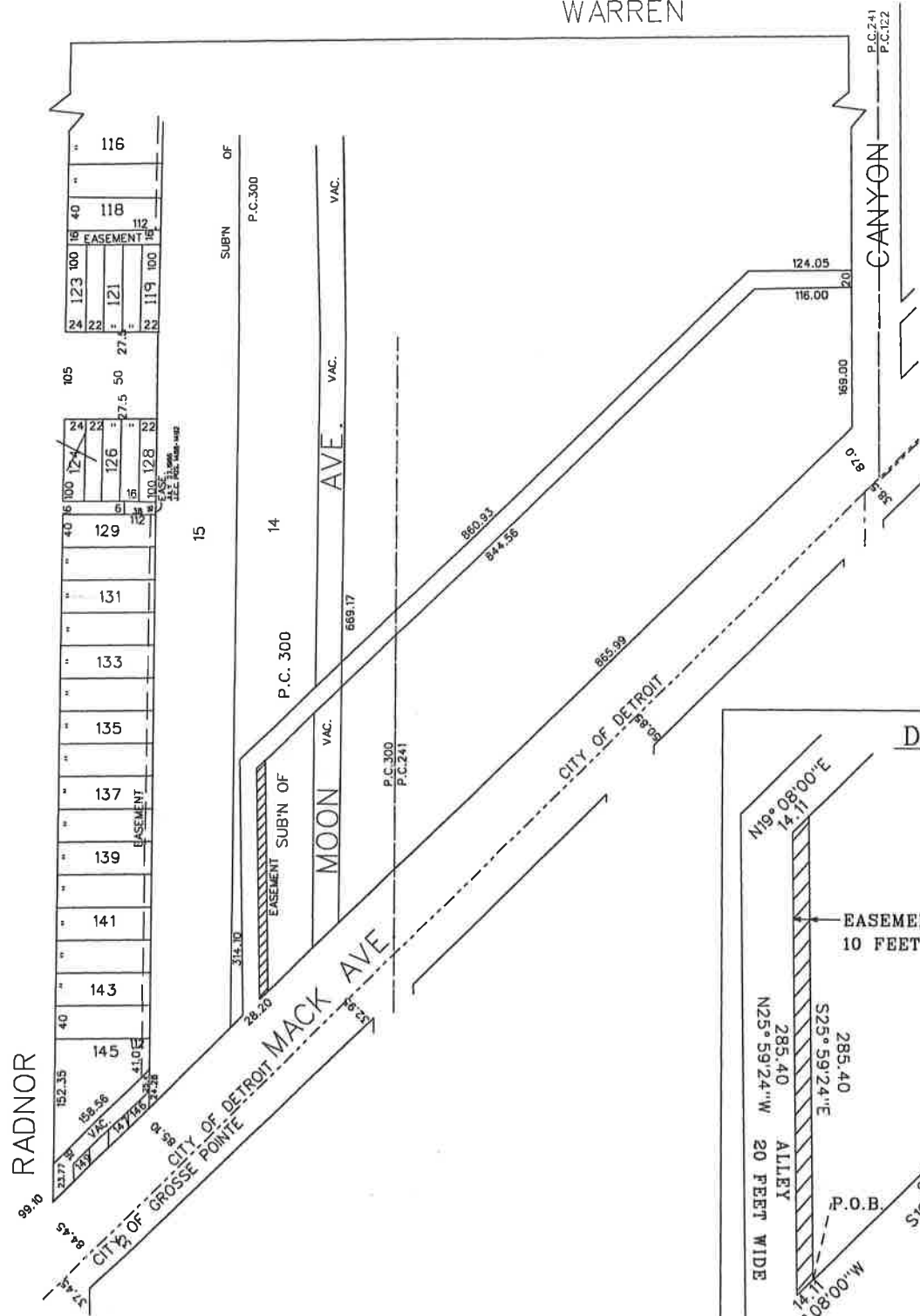
Be and the same is hereby granted to and accepted by the City of Detroit as an Easement for Public Access and Use, subject to the following provisions:


Provided, that Mack Avenue Investor, LLC a/k/a “EZ Storage” amend the adjoining alley Maintenance agreement to include the Easement for Public Access and Use; and further,

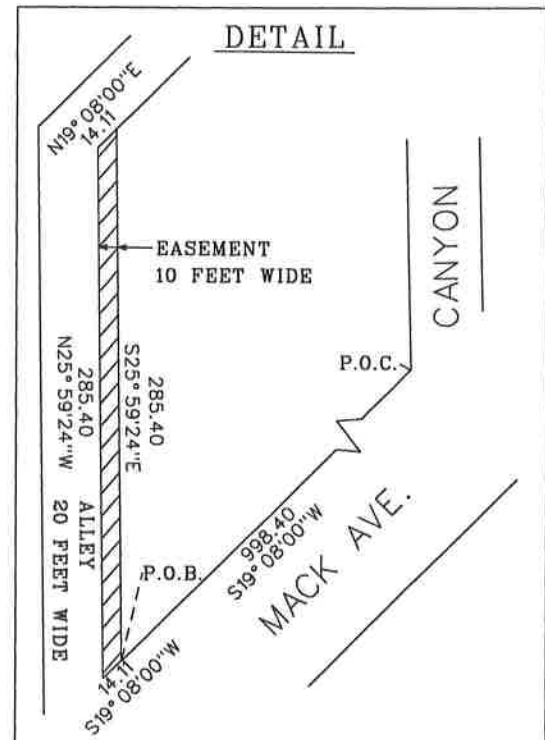
Provided, that the Agreement granting the Easement for Public Access and Use is approved by the City of Detroit Law Department; and further,

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

WARREN



 - PUBLIC ACCESS AND USE EASEMENT



FOR OFFICE USE ONLY

CARTO 107 E  
NO SCALE

B				
A				
DESCRIPTION		DRWN	CHKD	APPD
REVISIONS				
DRAWN BY		CHECKED		
DATE		APPROVED		
Feb. 2019				

REQUEST FOR DEDICATION  
OF A PUBLIC ACCESS EASEMENT  
IN THE AREA BOUND BY  
WARREN, CANYON,  
MACK AND RADNOR

CITY OF DETROIT DPW - CITY ENGINEERING SURVEY BUREAU	
JOB NO.	X-657
DRWG. NO.	X-657.dgn

**EASEMENT  
FOR  
PUBLIC ACCESS AND USE**

This Easement for Public Access and Use ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by GPR Properties, LLC, Michigan limited liability company, whose address is 2000 Town Center, Ste. 1500, Southfield, Michigan 48075 ("Grantor"), to and for the benefit of the City of Detroit, a Michigan municipal corporation, by and through its Department of Public Works, whose address is 2 Woodward Avenue, Suite 601, Detroit, Michigan 48226 ("Grantee").

RECITALS:

A. Grantor is the owner of fee simple title in and to the real property described and shown on the attached Exhibit A ("Easement Parcel").

B. Grantor and EZ Storage 18155, LLC, a Delaware limited liability company ("EZ Storage"), have entered into a Land Contract, dated as of October 12, 2018 ("Land Contract"), to sell the Easement Parcel, together with certain additional adjacent land, to EZ Storage.

C. Grantor is desirous of granting to Grantee a 10' wide perpetual easement on the Easement Parcel for the purposes set forth herein and subject to the terms hereof, and EZ Storage desires to consent to this Easement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Easement Parcel. Grantor owns land in the City of Detroit, County of Wayne, Michigan as described on the attached Exhibit A ("Easement Parcel").
2. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual public access and use easement for the purpose of vehicular and pedestrian access.

3. Grantor Covenants. Grantor covenants and agrees that: (a) Grantor will not erect, construct or permit any building or permanent structure, or part thereof, of any nature whatsoever, within or upon the Easement Parcel at any time without the prior consent of the Grantee; (b) Grantor will keep the Easement Parcel free of any and all obstructions or obstacles (such as, but by no means limited to, walls, fences, trees, or pavement) which could impede the free and easy access by the Grantee to the Easement Parcel; (c) Grantor will not alter or allow to be altered the grade or elevation of the land within the Easement Parcel without the prior written consent of the Grantee; (d) Grantor's use of the Easement Parcel will not in any way materially interfere with Grantee's use of the Easement Parcel as anticipated.
4. Grantor's Warranties and Representations. Grantor, for itself and its successors and assigns, warrants and represents to Grantee and its agents, successors and assigns as follows, knowing and intending that Grantee will rely on the same: (a) Grantor, together with EZ Storage, have the sole, lawful and exclusive possession of the Easement Parcel and any and all other property, rights, title or interests conveyed, transferred, granted, and assigned hereby; (b) except for the Permitted Exceptions referenced on Exhibit B attached hereto, there are not presently any mortgages, liens, leases or other encumbrances on the title to the Easement Parcel, and no other person claiming any right, title, or interest therein; (c) Grantor, and the person signing this Agreement on behalf of Grantor, each has the requisite rights, power and authority to execute and deliver this Agreement; (d) Grantor has the requisite rights, power, authority and ability to make and perform the grants, conveyances, promises and obligations evidenced hereby.
5. Indemnification. EZ Storage agrees to indemnify, save, and hold harmless Grantee, its officers, employees, agents, successors and assigns, from any and all claims and/or liability, whether in law or in equity, in connection with or arising out of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claims and/or liability arise out of the negligent acts or misconduct of EZ Storage or its agents or representatives. Furthermore, EZ Storage shall bear all costs and expenses of defending any claim or suit brought against Grantee, its officers, employees, agents, successors and assigns, by reason of this Easement, Grantee's or the public's use of the Easement Parcel as anticipated hereby, or the exercise of Grantee's rights hereunder, to the extent such claim or suit is due to the negligent acts or misconduct of EZ Storage or its agents or representatives. Notwithstanding the foregoing, EZ Storage's indemnification of Grantee shall not apply to liability attributable solely to Grantee's gross negligence or willful misconduct.
6. Duration. The Easement granted hereby is perpetual, shall run with the land, and will bind and inure to the benefit of the Grantee and its successors and assigns.
7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

8. Successors and Assigns. The Easement shall be binding upon the successors and assigns of both the Grantor and the Grantee; provided, however, that Grantee may not assign its rights under this Easement without the prior written consent of Grantor.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Grantor, by and through its authorized officers and representatives, has executed this Easement as of the date first above written.

**Grantor:**

GPR PROPERTIES, LLC  
a Michigan limited liability company

By: *Gina Marie Russo*  
Name: GINA MARIE RUSSO  
Its: MANAGER

STATE OF MICHIGAN )  
                                  )ss.  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me on NOVEMBER 20, 2018, by GINA MARIE RUSSO, the MANAGER of GPR Properties, LLC, a Michigan limited liability company, on behalf of such company.

*[Signature]*  
Print: PHYLLIS A. MENKEN  
Notary Public, Oakland County, MI  
My commission expires: OCTOBER 31, 2022

PHYLLIS A. MENKEN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 10-31-2022  
Acting in the County of OAKLAND

Drafted by and When Recorded Return to:

Cheryl Smith-Williams, Esq.  
Assistant Corporation Counsel  
City of Detroit Law Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 500  
Detroit, Michigan 48226

**CONSENT OF LAND CONTRACT PURCHASER**

The undersigned, as Purchaser under that certain Land Contract dated as of October 12, 2018, by and between the undersigned and GPR Properties, LLC, a Michigan limited liability company, hereby consents to the foregoing Easement.

EZ STORAGE 18155, LLC,  
a Delaware limited liability company

By: *Stephen M. Nolan*  
Name: Stephen M. Nolan  
Its: Manager

STATE OF Texas )  
 )ss.  
COUNTY OF Tarrant )

The foregoing instrument was acknowledged before me on November 14, 2018, by Stephen M. Nolan, the Manager of EZ Storage 18155, LLC, a Delaware limited liability company, on behalf of such company.



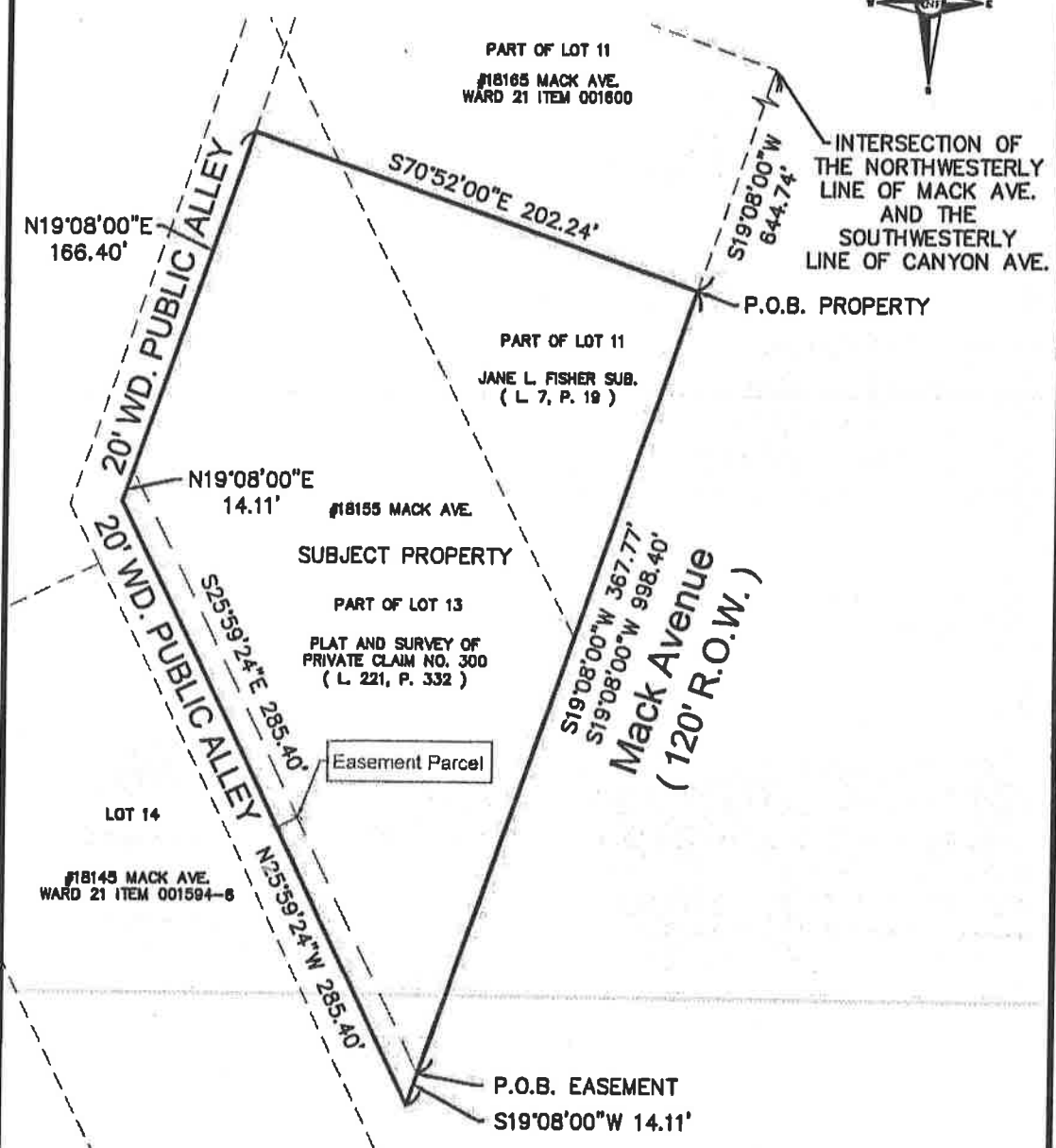
*Dana D. Lemke*  
Print: Dana D. Lemke  
Notary Public, Tarrant County, 001 TX  
My commission expires: 4/23/2022



**Exhibit A**  
**Easement Parcel Description**

[Attached hereto.]

# Exhibit A EASEMENT PARCEL



### LEGAL DESCRIPTION - EASEMENT PARCEL

A TEN (10) FOOT WIDE EASEMENT FOR ALLEY MAINTENANCE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF LOT 13 OF PLAT AND SURVEY OF PRIVATE CLAIM 300, AS RECORDED IN LIBER 221 OF DEEDS, PAGES 332 AND 333, WAYNE COUNTY RECORDS; COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MACK AVENUE (120 FEET WIDE) AND THE SOUTHWESTERLY LINE OF CANYON AVENUE (60 FEET WIDE); THENCE S.19°08'00"W. 998.40 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S.19°08'00"W. 14.11 FEET ALONG THE NORTHWESTERLY LINE OF SAID MACK AVENUE; THENCE N.25°59'24"W. 285.40 FEET; THENCE N.19°08'00"E. 14.11 FEET; THENCE S.25°59'24"E. 285.40 FEET TO THE POINT OF BEGINNING.

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 60'	3-6-2018	M.C.	J893	1 of 1

**Exhibit B**  
**Permitted Exceptions**

1. Taxes and assessments that are not yet due and payable.
2. Corrective Action Notice recorded in Liber 31326, Page 628, Wayne County Records.
3. Agreement of Proposed Easement Agreement recorded in Liber 49303, Page 63, Wayne County Records.
4. Covenant not to compete recorded in Liber 49567, Page 997, Wayne County Records.
5. Easement Agreement dated October 12, 2018 between EZ Storage 18155, LLC and 18165 Mack Avenue LLC recorded in Liber 54685, Page 26, Wayne County Records.
6. Memorandum of Land Contract dated October 12, 2018 between GPR Properties, LLC and EZ Storage 18155, LLC recorded in Liber 54685, Page 23, Wayne County Records.