

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, July 12, 2019

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.

PLANNING AND DEVELOPMENT DEPARTMENT DPW - CITY ENGINEERING DIVISION

988 *Raincheck Development LLC, request to vacate the alley adjacent to 59 Hague and convert to public easement.*

CTD

PETITION FOR CONVERSION OF ALLEY TO EASEMENT
 Detroit, MI

Date 7/2 2019

TO THE HONORABLE CITY COUNCIL:

Gentlemen: We, the undersigned owners of the property abutting the alley:

59 Philadelphia - Detroit 48202
 Location of Alley

do respectfully petition your Honorable Body to vacate said alley and convert same into a public easement.

Further, the undersigned representing not less than two-thirds (66-2/3%) ownership of property abutting said alley hereby agree that all existing utilities in said alley are to remain in their present location, and that if at any time in the future a request is made to remove or relocate any existing poles or other utilities in the easement, the property owners making such request and upon whose property the pole or other utilities are located will pay all costs incurred in such removal or relocation unless such charges are waived by the utility owners.

We do further agree that no buildings or structures of any nature whatsoever (except necessary line fences) shall be built upon the easement or any part thereof, so that said easement shall be forever accessible for maintenance of utilities.

SPONSORING PETITIONER PainCheck Development LLC 248-866-7900
 (Name) (Address) (Phone No.)
28715 Greenfield Rd - Southfield 48064

Lot No.	Signature of Deed Holder	Signature of Wife or Other Co-Owner	Address	Date
59 Philadelphia	[Signature]	[Signature]	28715 Greenfield Rd - Southfield 48064	7/2/19
25006... (var) W 13	[Signature]	[Signature]	30407 W 13 Mile Rd - Farmington Hills 48334	7/2/19

(Over)



CHRISTIAN HERITAGE ARCHITECTS
 3111 MCCORD AVENUE, DETROIT, MI 48202
 313.829.3000 CHA4E.COM

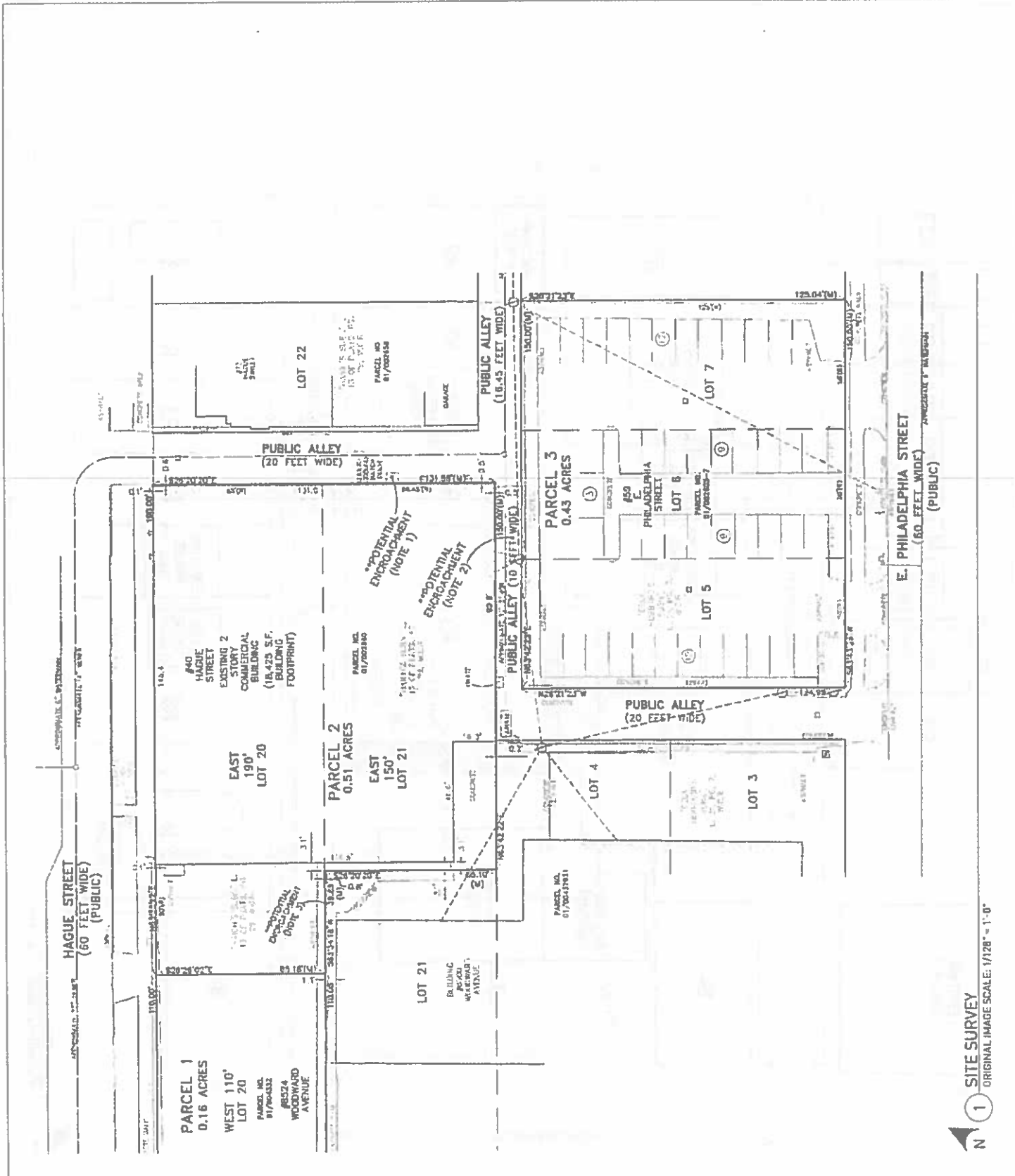
CONSULTANT NOTE
 This drawing was prepared by Christian Heritage Architects, Inc. (CHA) for the purpose of illustrating the proposed site plan for the 40 Hague Street, Detroit, Michigan. The information shown on this drawing is based on the information provided to CHA by the client and is not to be used for any other purpose without the written consent of CHA. CHA is not responsible for the accuracy of the information provided to CHA by the client. CHA is not a surveying firm and does not provide surveying services. This drawing is not a legal document and should not be used for legal purposes. For more information, please contact CHA at 313.829.3000.

40 HAGUE STREET
 40 HAGUE STREET, DETROIT, MI 48202
 ALLEY CLOSURE REVIEW

DATE	DESCRIPTION
11/28/2017	OWNER'S REVIEW
12/05/2017	ALLEY CLOSURE REVIEW

SITE SURVEY

C1-00



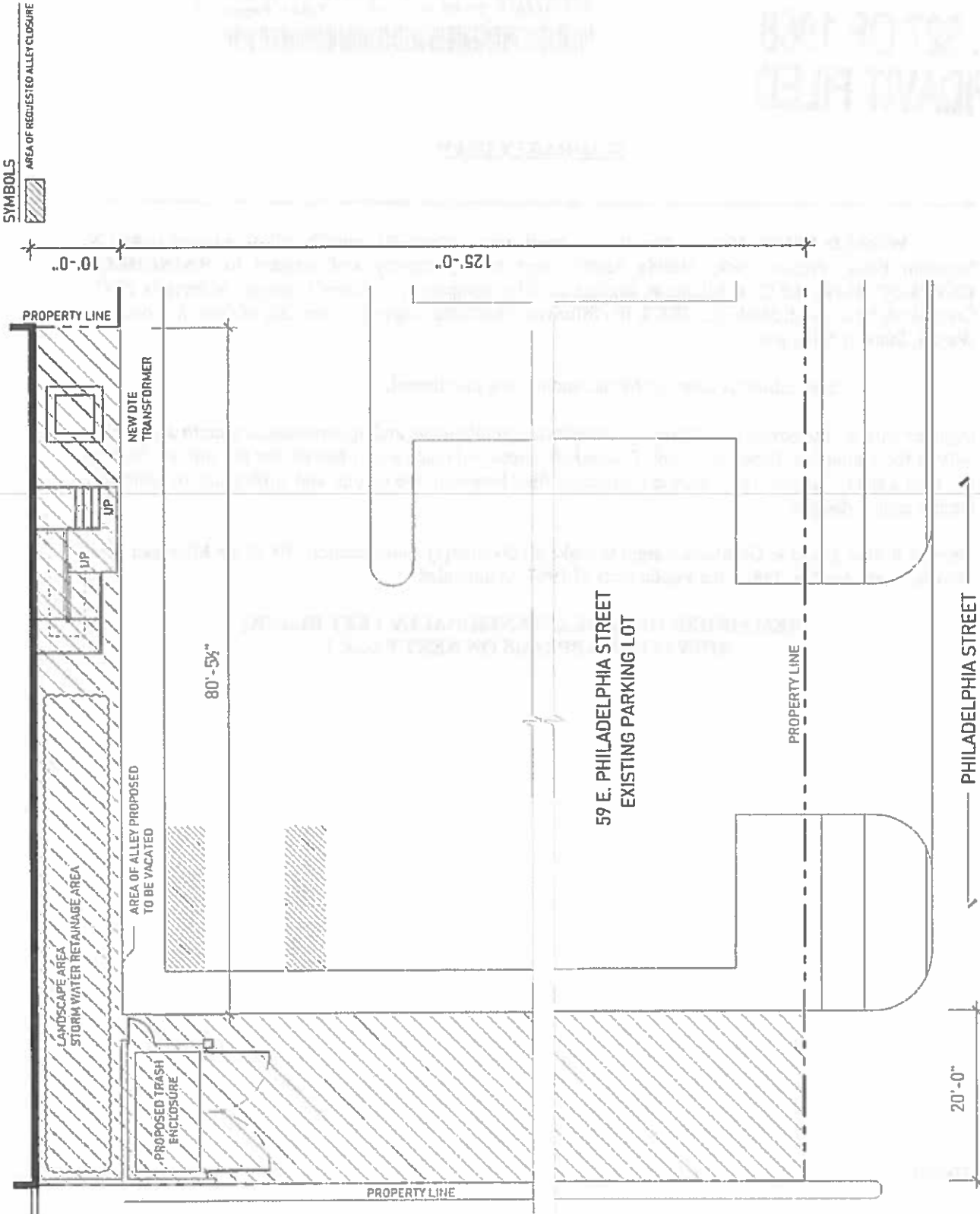
1 SITE SURVEY
 ORIGINAL IMAGE SCALE: 1/128" = 1'-0"

40 HAGUE STREET
 40 HAGUE STREET, DETROIT, MI 48202
 ALLEY CLOSURE REVIEW

SITE DETAILS

C1-02

DATE	BY	DESCRIPTION
08/20/2018	J. H. H. H.	ALLEY CLOSURE REVIEW



1 ALLEY PROPOSED TO BE VACATED
 ORIGINAL IMAGE SCALE: 1/16" = 1'-0"

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2018 and subsequent year taxes and assessments which are not yet due or payable; none now due and payable.
2. Building and use restrictions and other terms covenants and conditions disclosed by instrument recorded in Liber 487, Page 555, as to Lot 6; Liber 541, Page 96, as to Lot 7; Liber 697, Page 190, as to Lot 5; and Liber 4947, Page 33, Register No. C273802, as to Lot 5.

II. MANAGEMENT

A. Management.

1. The business and affairs of the Company shall be managed by one or more managers which are appointed by the Member (the "*Manager*"). Initially, the Manager shall be Neal A. Check.

2. Subject to policies established by, and the superintending control of, the Member and except as may otherwise be provided in this Agreement, the ordinary and usual decisions concerning the business and affairs of the Company shall be made by the Manager and any of the persons named as Manager shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) obtain insurance covering the business and affairs of the Company and its property and the lives and well-being of its employees and agents; (h) commence, prosecute or defend any proceeding in the Company's name; and (i) participate with others in partnerships or joint ventures.

B. Standard of Care; Liability.

The Manager shall discharge the duties of the Manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner reasonably believed to be in the best interests of the Company. The Manager may enter into any agreements, on behalf of the Company, without the prior approval of the Member. The Manager shall not be liable for monetary damages to the Company for any breach of any such management duties, except for receipt of a financial benefit to which the Manager is not entitled, voting for or assenting to a distribution to the Member in violation of this Agreement or the Act, or a knowing violation of the law.

C. Authority for Execution of Instruments.

All legal instruments affecting the Company or Company property, including, but not limited to, those instruments affecting any entity in which the Company has an interest, shall be executed by, and only by, the Member, Neal A. Check or that individual or entity or those individuals or entities designated in writing by the Member (each, an "*Authorized Signatory*") and such signature(s) of an Authorized Signatory shall be sufficient to bind the Company and its properties. Any individual or entity dealing with the Company is entitled to rely upon any action taken and/or any documents or instruments executed and delivered by the Company's

C. Article and Section Headings.

The Article and Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

D. Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON NEXT PAGE.]**

2019-07-12

988

988 *Petition of Raincheck Development LLC, request to vacate the alley adjacent to 59 Hague and convert to public easement.*

REFERRED TO THE FOLLOWING DEPARTMENT(S)

PLANNING AND DEVELOPMENT DEPARTMENT DPW -
CITY ENGINEERING DIVISION