

April 3rd, 2023

Detroit City Council
1340 Coleman A. Young Municipal Center
Two Woodward Avenue
Detroit, Michigan 48226

Re: PETITION
of SDG Associates, LLC
for 5858 Plumer Street, Detroit, Michigan 48209
Petition for Right-of-Way Vacation OR Right-of-Way Encroachment

Dear Honorable Body:

On the instructions of Jack D. McClellan (property owner), we are herby submitting this petition for **EITHER** Vacation of a portion of the Right-of-Way on Plumer Street **OR** Encroachment into the Right-of-Way on Plumer Street.

Petitioner: SDG Associates, LLC at the address below.
Owner: Jack D. McClellan, 5860 Plumer Street, Michigan 48209
Property: 5858 Plumer Street, Michigan 48209
Right-of-Way: Plumer Street, Michigan 48209

BACKGROUND

The property at 5858 Plumer Street is Industrial and was substantially damaged by fire. The Owner is proposing to totally rebuild to maintain the original functions including an addition. The existing floor level will remain as the floor level of the new construction and is approximately 1'-9" above the perimeter exterior grade level. Barrier-free access is required into the facility and cannot be achieved within the perimeter of the building. Therefore, an exterior ramp is required complying with all applicable barrier free criteria.

The edge of the Plumer Street right-of-way occurs at the exterior wall of the building. Therefore, an exterior ramp will have to be located in the Plumer Street right-of-way.

The Plumer Street right-of-way is 65'-0" wide. The vehicle movement area and street curbs are located 15'-0" from the building exterior wall so there is adequate space to construct the exterior ramp and maintain the 5'-0" sidewalk width without modifying the street curbs. See attached Exhibit 1 – Aerial View of Plumber Street at subject property.

The proposed ramp and modified sidewalk are illustrated in Exhibit 2.

The property is as described below:

PROPERTY

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN.

LOT 179, LEAVITT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF PLUMER AVENUE, DISTANT SOUTH 61 DEGREES, 46 MINUTES, WEST, 159.13 FEET FROM THE SOUTHEAST CORNER OF LOT 206, LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171, AND PROCEEDING; THENCE ALONG THE SAID NORTHERLY LINE OF SOUTH 61 DEGREES, 46 MINUTES WEST 184.52 FEET; THENCE ALONG THE SOUTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT-OF-WAY 223.93 FEET; THENCE SOUTH 28 DEGREES, 14 MINUTES EAST 126.87 FEET, TO THE POINT OF BEGINNING. ALSO THE WEST 140 FEET OF LOTS 203 TO 206, INCLUSIVE, ALSO THAT PART OF VACATED MANSON AVENUE (BEING A STRIP OF LAND 9.13 FEET WIDE OFF FROM THE EASTERLY SIDE OF MANSON AVENUE) THAT LAYS BETWEEN THE NORTHERLY LINE OF PLUMER AVENUE AND THE SOUTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT-OF-WAY; ALSO ALL THAT PART OF VACATED ALLEY 20 FEET WIDE THAT LAYS ADJACENT TO THE NORTH LINE OF LOT 203 AND BETWEEN THE WESTERLY LINE OF LOTS 203 TO 206, INCLUSIVE, IF EXTENDED IN A DIRECT LINE OF NORTHERLY AND EASTERLY LINE OF THE WEST 140 FEET OF LOTS 203 TO 206, INCLUSIVE, IF SAME WERE EXTENDED IN A DIRECT NORTHERLY LINE, LEAVITT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS. ALSO, A PARCEL OF LAND BEGINNING AT A POINT ON THE NORTHERLY LINE OF PLUMER AVENUE, DISTANT SOUTH 61 DEGREES, 46 MINUTES, WEST, 102.80 FEET FROM THE SOUTHEAST CORNER OF LOT 206, LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171; THENCE SOUTH 28 DEGREES 14 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 00 SECONDS WEST, 36.00 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE NORTH 61 DEGREES 46 MINUTES 00 SECONDS EAST, 36.00 FEET TO THE POINT OF BEGINNING.

PETITION

This petition is submitted in two formats as follows:

- As a "Right-of-Way Vacation" Petition.
- As a "Right-of-Way Encroachment" Petition.

The Petitioner prefers a Vacation of a portion of the Right-of-Way as that would avoid the necessity for the Maintenance Agreement and for compliance with DPW standards and separate permits (except for sidewalk changes). The work would follow BSEED requirements and would be added to the Building Permit.

Should the City of Detroit choose, the Owner is willing to carry out the work as an Encroachment into the Right-of-Way and to comply with those applicable requirements.

PETITION 1

Petition 1 (preferred) is for approval of the Vacation of a portion of the Right-of-Way of Plumer Street in order to construct a barrier-free access ramp to 5858 Plumer Street.

The portion to be vacated is as described below and is as illustrated on Exhibit 2.

PARCEL TO BE VACATED:

A PARCEL OF LAND BEGINNING AT A POINT ON THE NORTHERLY LINE OF PLUMER AVENUE, DISTANT SOUTH 61 DEGREES, 46 MINUTES, WEST, 102.80 FEET FROM THE SOUTHEAST CORNER OF LOT 206, LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171; THENCE SOUTH 28 DEGREES 14 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 00 SECONDS WEST, 36.00 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE NORTH 61 DEGREES 46 MINUTES 00 SECONDS EAST, 36.00 FEET TO THE POINT OF BEGINNING.

Based on survey information, the Petitioner does not believe there are any utilities located in the portion to be vacated. Should a utility company identify any the Owner will cover the reasonable costs for relocation.

It will be necessary to divert the sidewalk at the portion to be vacated and adequate space exist to do this without any changes to the street curbs. The existing sidewalk width will be maintained. The new sidewalk will be designed and constructed in compliance with DPW standards and permit.

PETITION 2

Petition 2 (alternative) is for approval of an Encroachment into a portion of the Right-of-Way of Plumer Street in order to construct a barrier-free access ramp to 5858 Plumer Street.

The Encroachment is as described below and is as illustrated on Exhibit 2.

ENCROACHMENT LIMITS:

A PARCEL OF LAND BEGINNING AT A POINT ON THE NORTHERLY LINE OF PLUMER AVENUE, DISTANT SOUTH 61 DEGREES, 46 MINUTES, WEST, 102.80 FEET FROM THE SOUTHEAST CORNER OF LOT 206, LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171; THENCE SOUTH 28 DEGREES 14 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 00 SECONDS WEST, 36.00 FEET; THENCE NORTH 28 DEGREES 14 MINUTES 00 SECONDS WEST, 5.00 FEET; THENCE NORTH 61 DEGREES 46 MINUTES 00 SECONDS EAST, 36.00 FEET TO THE POINT OF BEGINNING.

Based on survey information, the Petitioner does not believe there are any utilities located in the portion to be vacated. Should a utility company identify any the Owner will cover the reasonable costs for relocation.

It will be necessary to divert the sidewalk at the Encroachment and adequate space exist to do this without any changes to the street curbs. The existing sidewalk width will be maintained. The new sidewalk will be designed and constructed in compliance with DPW standards and permit.

The Owner is willing to enter into a Maintenance Agreement in the form required by the City of Detroit. An executed copy is included as Exhibit 3.

Sincerely,

GEOFFREY HARRISON
Principal
SDG Associates, LLC
Tel: 313 961-9000
Cell: 248 761-9965
E-mail: gharrison@sdg-ssoc.com

EXHIBIT 1 – AERIAL VIEW OF PLUMER STREET



EXHIBIT 2 – PLAN SHOWING PROPOSED VACATION/ENCROACHMENT

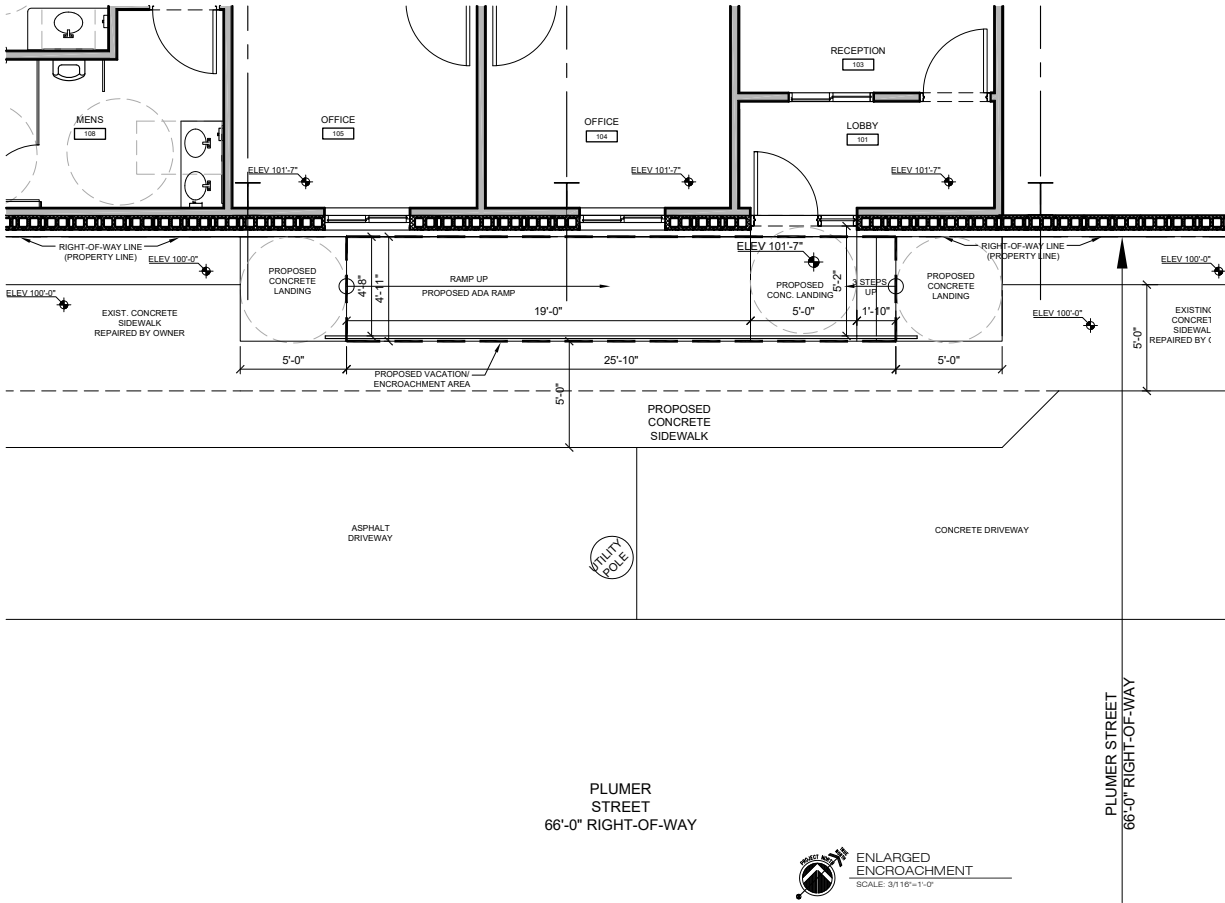


EXHIBIT 3 – EXECUTED MAINTENANCE AGREEMENT

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this ____ day of _____ 20____, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and _____, a _____ ("Owner") whose address is _____.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

- 1. Purpose of Agreement:** Owner holds title to a certain parcel described in Exhibit A attached hereto (the "Parcel"). City owns certain property adjacent to the Parcel. Inasmuch as persons entering or exiting from the Parcel may use the City-owned property, and/or to the extent that certain services benefiting the Parcel (for example, water and sewer) are located in the City-owned property, Owner has agreed to improve and maintain a portion of City-owned property in the location (the "Maintenance Area") and manner detailed in the plan attached as Exhibit B for the Term, as defined herein.
- 2. Financial Responsibility:** It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Owner, subject to any express limitations set forth in this Agreement.
- 3. Indemnification and Hold Harmless:** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
- 4. Insurance:** Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Owner upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226; Attention: Risk Management Division. Said coverage may

be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. Owner shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Owner to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Owner under this Agreement.

5. **Term:** The term of this Agreement (the "Term") shall commence on the date of this Agreement and continue for five (5) years thereafter unless terminated or extended pursuant to the following:
 - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City-owned property that encompasses the Maintenance Area and other adjacent City-owned property. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
 - b. Owner may terminate this Agreement prior to the end of the Term if it sells or ground leases the Parcel or grants a mortgage lien or security interest in the Parcel or portion thereof.
 - c. In the event a party elects to terminate this Agreement pursuant to Sections 5(a) or 5(b) above, such party shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
 - d. Following the five-year expiration (but not the early termination) of this Agreement, this Agreement shall automatically continue on month to month basis subject to final termination by either party upon delivery of at least thirty (30) days' written notice to the other party.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to or modification of this Agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Notwithstanding the aforesaid, Owner shall have the right, without requiring the City's consent to assign this Agreement to any purchaser of the Parcel or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Parcel, Owner shall notify the City in

writing no later than thirty (30) days after such assignment, and the City may, by written notice to Owner within forty-five (45) days after receiving such notice from Owner (subject to reasonable extension due to City Council recess), terminate this Agreement. Unless terminated as provided above, this Agreement shall be binding upon the parties' successors and assigns.

9. Improvement Changes: Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.

10. Rights of City: The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.

11. Certain Maintenance Obligations of Owner: During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

Jack D McClellan Jr
a Individual

BY: Jack D. McClellan Jr.
(Signature)
PRINT NAME: JACK D McCLELLAN JR.

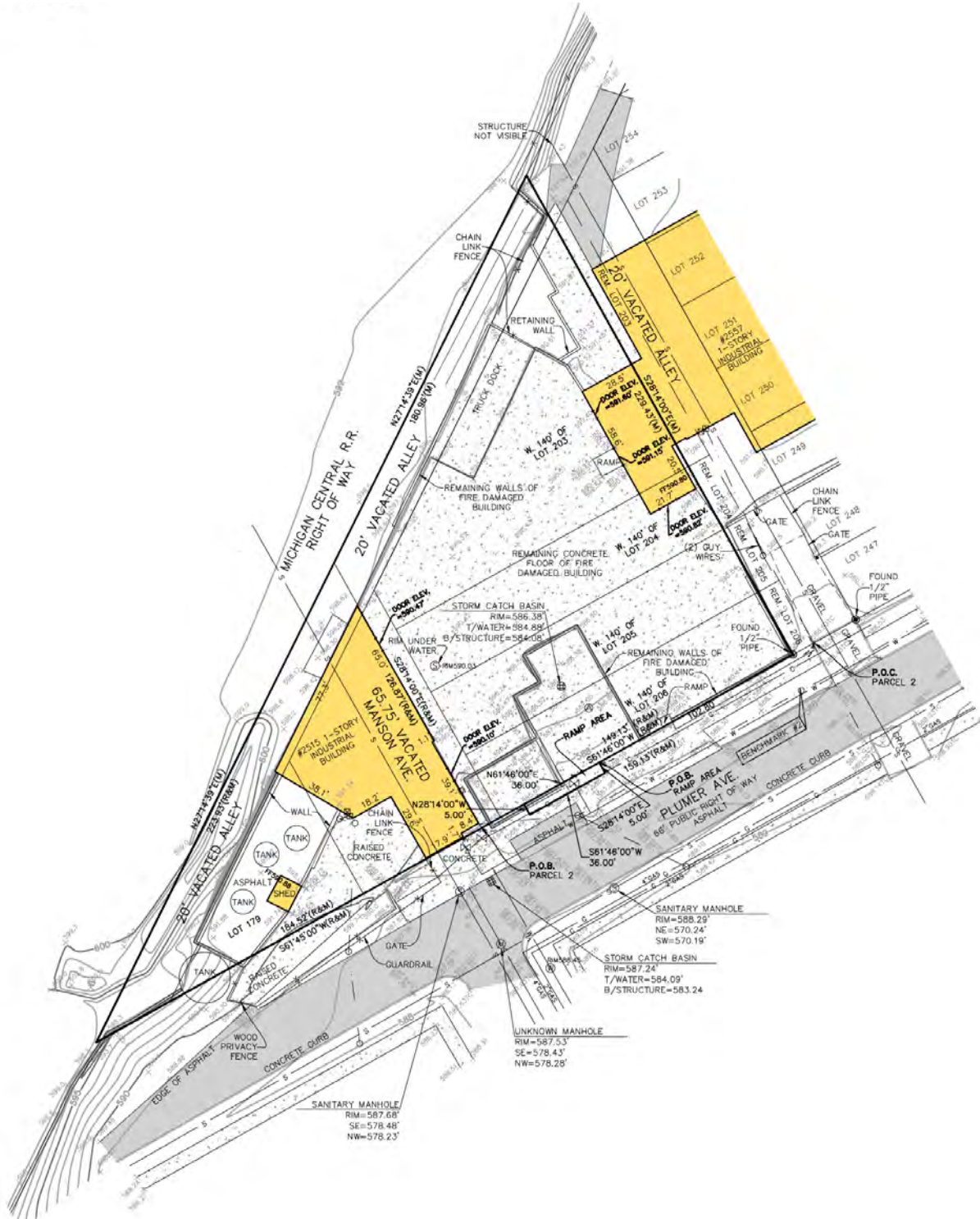
ITS: _____
(Duly Authorized Representative)

CITY OF DETROIT, through its Department of Public Works - City Engineering Division

BY: _____
(Signature)
PRINT NAME: Richard D cherty, P.E.

ITS: _____
City Engineer

EXHIBIT 4 – AREA SURVEY



PETITION REGARDING 5858 PLUMER STREET

