



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
WWW.DETROITMI.GOV

To: Clerk's Office
From: The Department of Public Works
City Engineering Division
MapsandRecordsBureau@DetroitMI.Gov
(313) 224-3970

Petitioner:
A S & J D McClellan
Represented by SDG Associates, LLC
607 Shelby, Suite 704
Detroit, MI, 48226

On behalf of the above-mentioned petitioner the Department of Public Works: City Engineering Division is submitting a petition request for the action below. The petitioner has received a project consultation from the Department of Public Works: City Engineering Division and has been advised the following:

Type of action recommended:

Petition for Encroachment into the northerly part of Plumer Street, adjacent to the property commonly known as 5858 Plumer Street, for the purpose of constructing a handicap accessibility ramp.

Jered Dean
Manager II
Department of Public Works
City Engineering Division
313-224-3985

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 hereby 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

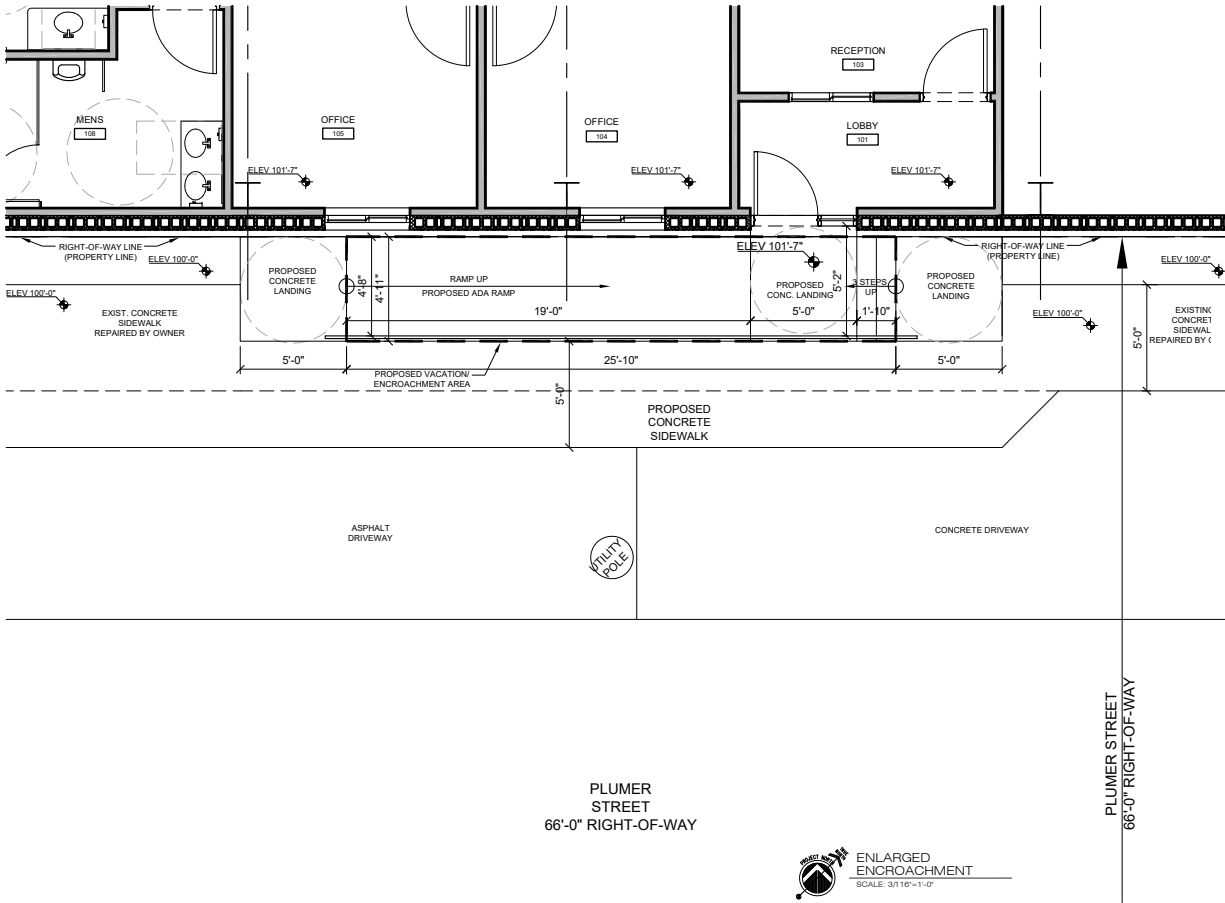


EXHIBIT 3 – EXECUTED MAINTENANCE AGREEMENT

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



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
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Dear Honorable Body:

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Petitioner: SDG Associates, LLC at the address below.
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Property: 5858 Plumer Street, Michigan 48209
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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.

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PETITION 2

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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.

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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

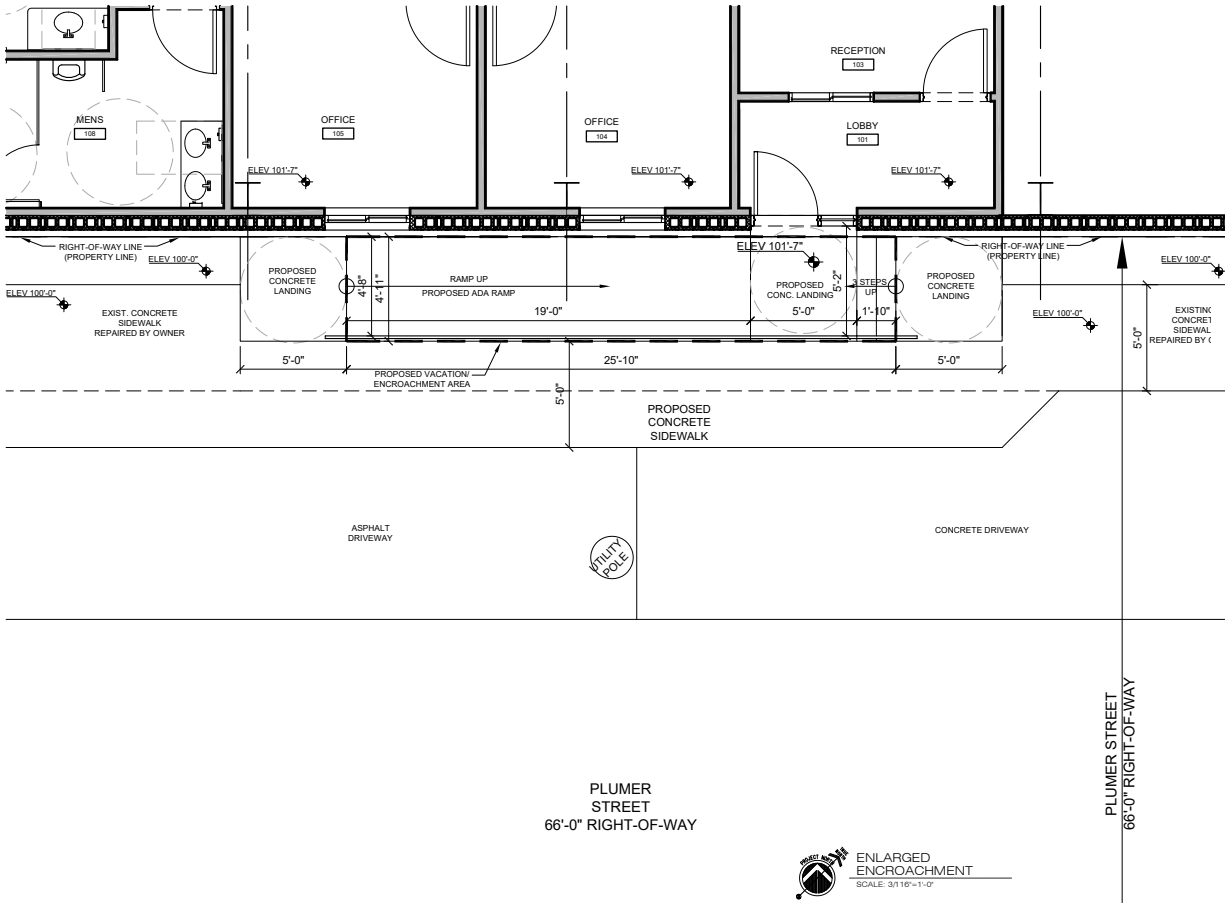


EXHIBIT 3 – EXECUTED MAINTENANCE AGREEMENT

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

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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:
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 - 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.

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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

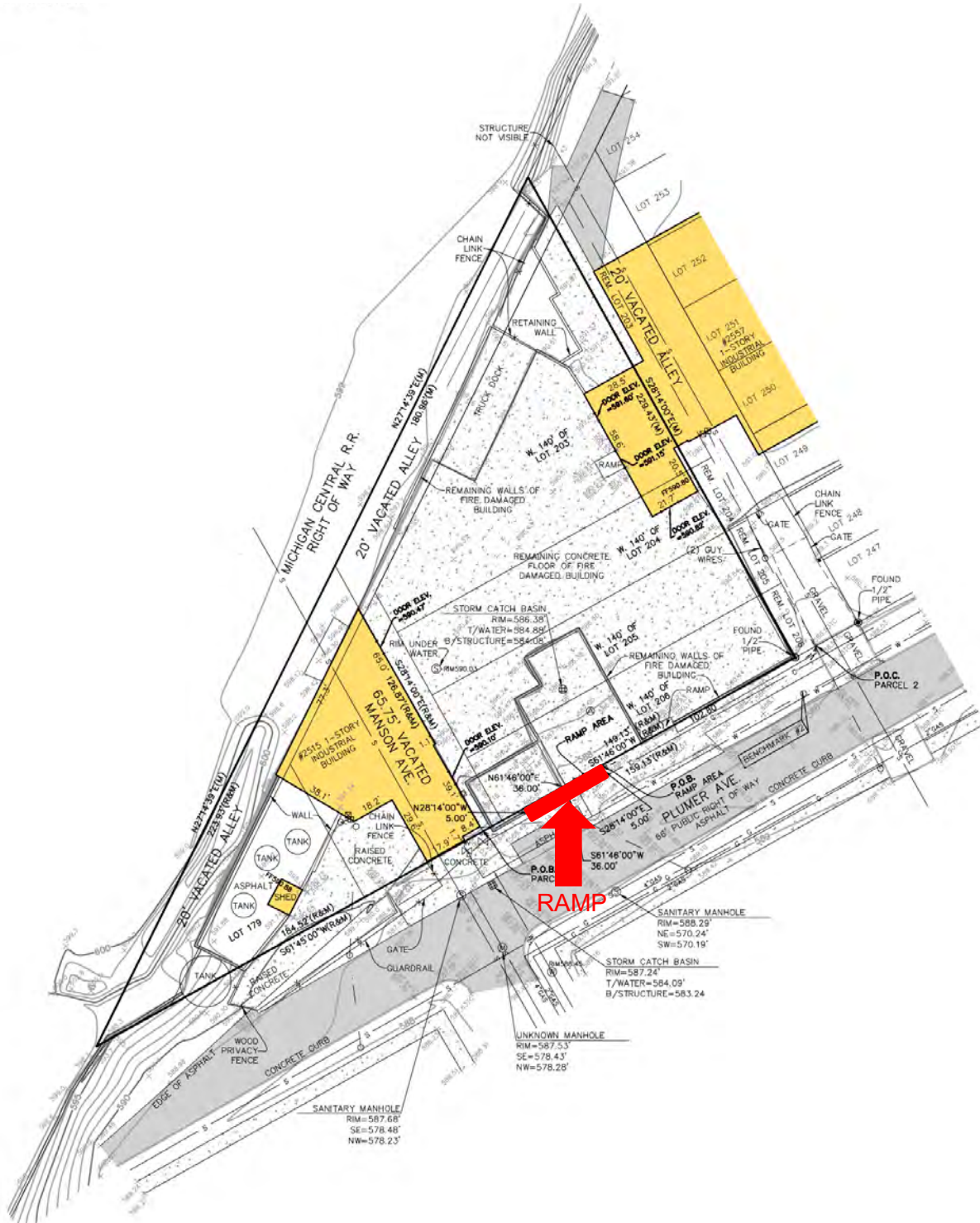
BY: _____
(Signature)
PRINT NAME: Richard D cherty, P.E.

ITS: _____
City Engineer

EXHIBIT 4 – AREA SURVEY



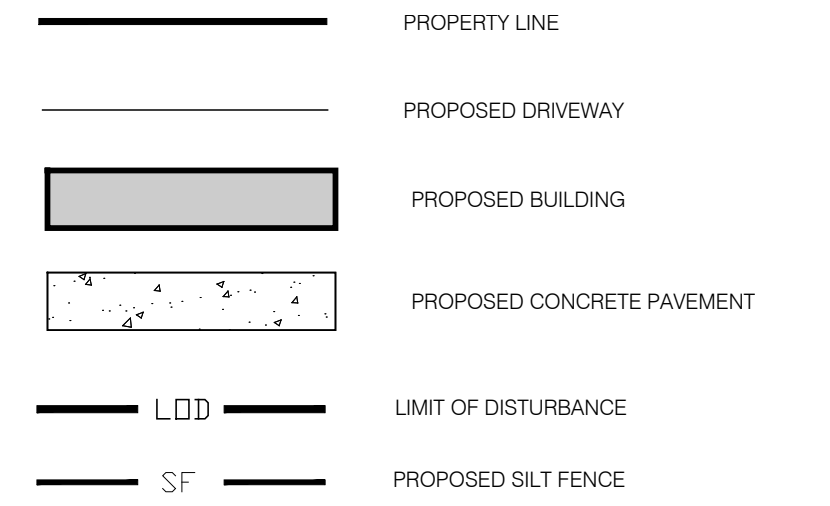
PETITION REGARDING 5858 PLUMER STREET



NO.	DATE	DESCRIPTION
1	06/08/2023	WAK
2	04/27/2023	GAE
3	04/14/2023	GAE
4	03/14/2023	GAE
5	01/27/2023	WAK
6	01/27/2023	REFVISION

NO.	DATE	DESCRIPTION
1	06/08/2023	WAK
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5	01/27/2023	WAK
6	01/27/2023	REFVISION



SITE NOTES

- THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY KEM-TEC AND ASSOCIATES, PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND INSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
- ALL CONTRACTORS WILL TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS KEM-TEC AND ASSOCIATES, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
- THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY KEM-TEC AND ASSOCIATES.
- THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
- THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
- THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. KEM-TEC AND ASSOCIATES WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
- THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
- THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
- SHOULD AN EMPLOYEE OF KEM-TEC AND ASSOCIATES BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.
- EXISTING UTILITIES ARE TO BE REUTILIZED FROM PREVIOUS HOME. CONTRACTOR SHALL CONFIRM WITH PROPER UTILITY AUTHORITIES PRIOR TO CONSTRUCTION.

SOIL EROSION AND SEDIMENTATION CONTROL OPERATION TIME AND SCHEDULE

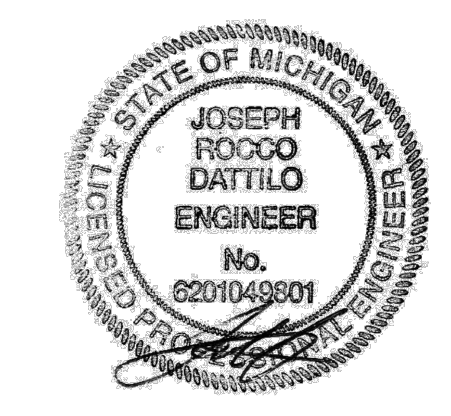
CONSTRUCTION SEQUENCE	APR 2023	MAY
TEMPORARY EROSION CONTROL MEASURES		
STRIP & STOCKPILE TOPSOIL / ROUGH GRADE		
INSTALL ALL OTHER UTILITIES		
SITE CONSTRUCTION & PAVEMENT		
PERMANENT EROSION CONTROL MEASURES		
FINISH GRADING		
LANDSCAPING		

DISTURBED AREA = 0.45± ACRES

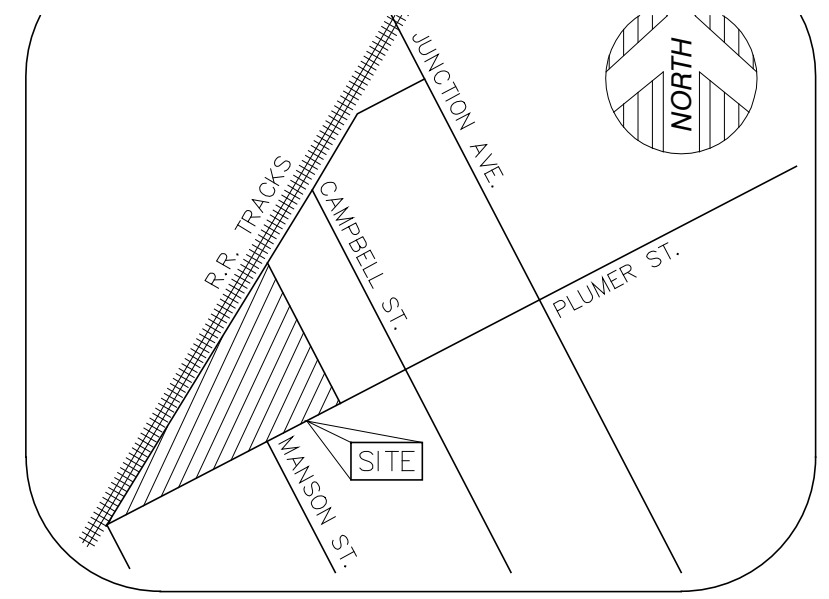
MAP UNIT SYMBOL	MAP UNIT NAME
RapueB	RAPSON URBAN LAND-KIBBIE COMPLEX, 0 TO 4 PERCENT SLOPES

NOTES

- THE OMISSION OF ANY CURRENT STANDARD DETAIL DOES NOT RELIEVE THE CONTRACTOR FROM THIS REQUIREMENT. THE WORK SHALL BE PERFORMED IN COMPLETE CONFORMANCE WITH THE CURRENT DWSD STANDARD SPECIFICATIONS AND DETAILS.



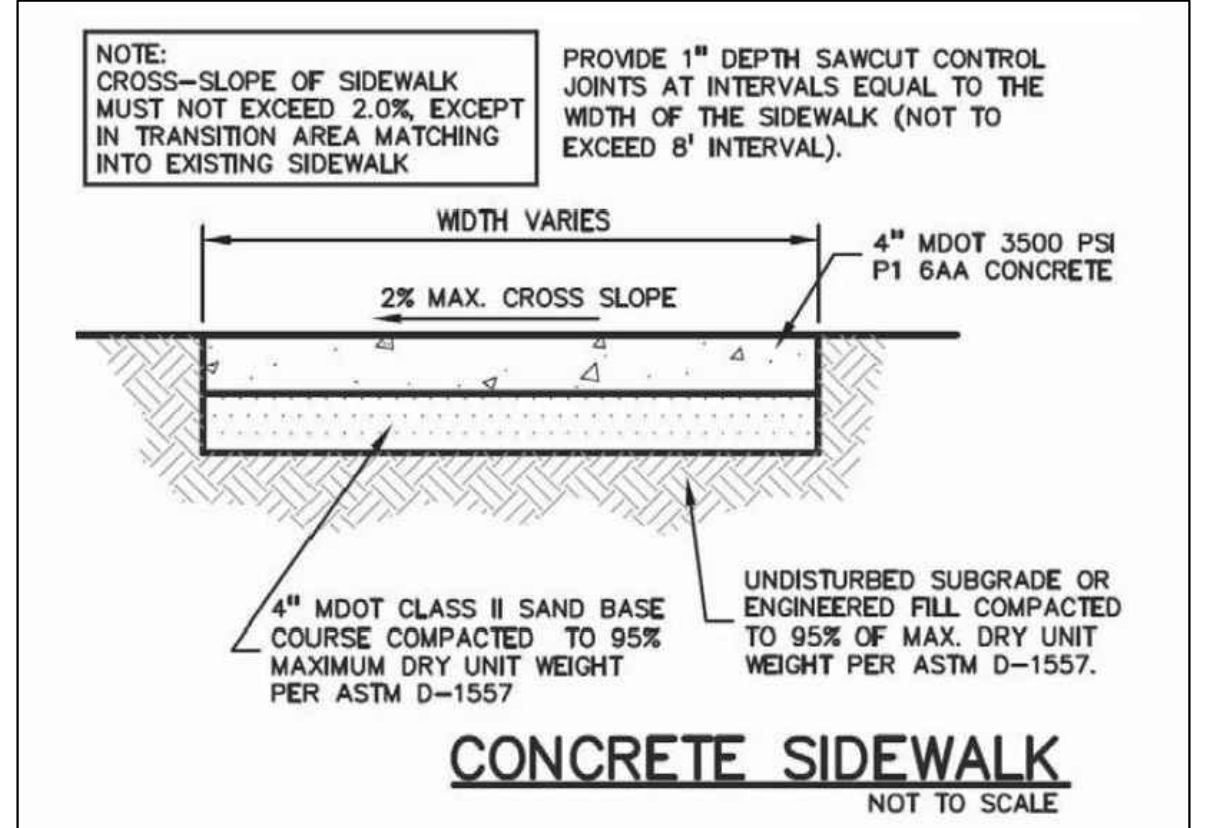
SITE IMPROVEMENT PLAN
SCALE: 1" = 20'



PARCEL AREA
38,270± SQUARE FEET = 0.879± ACRES

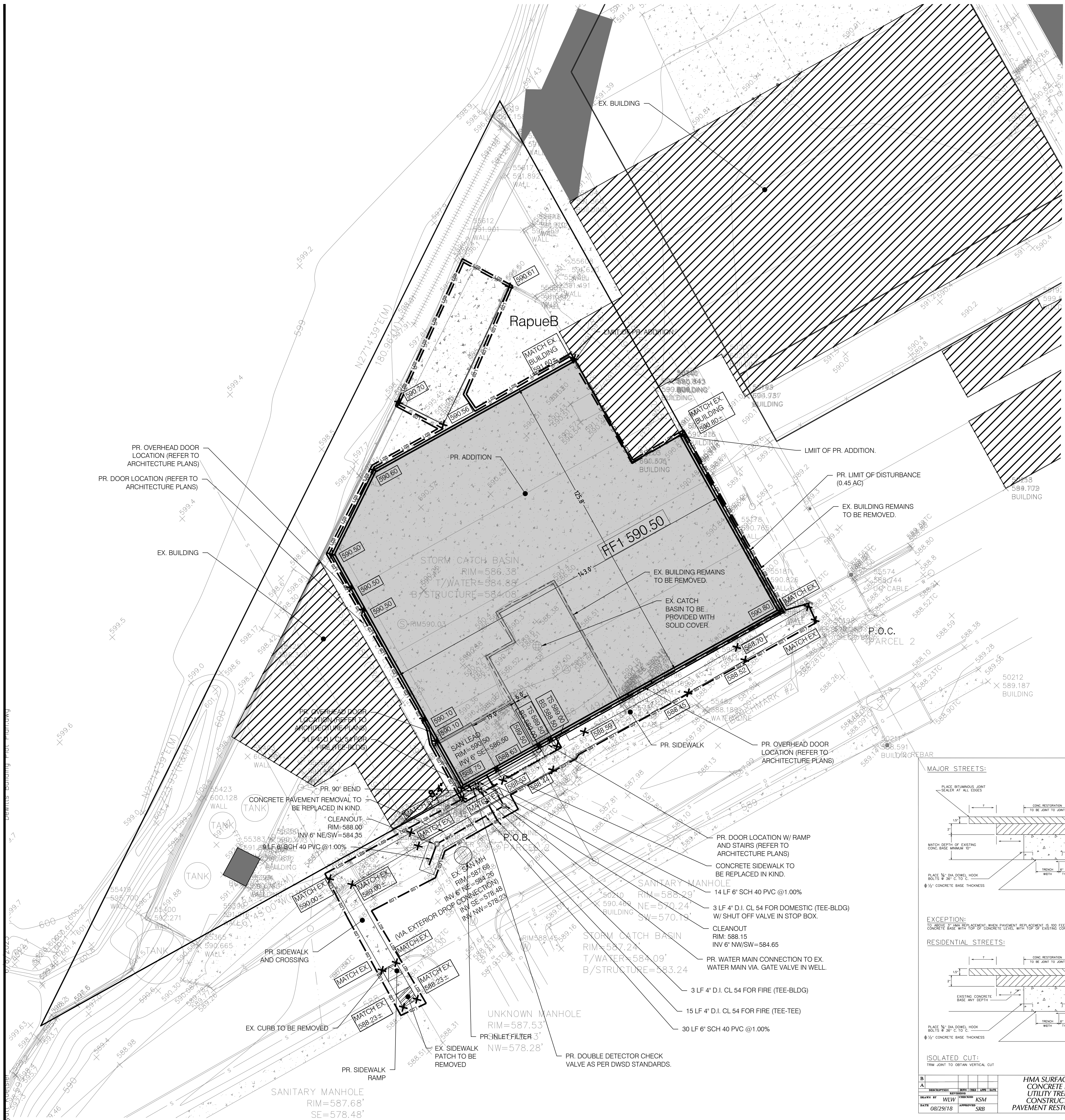
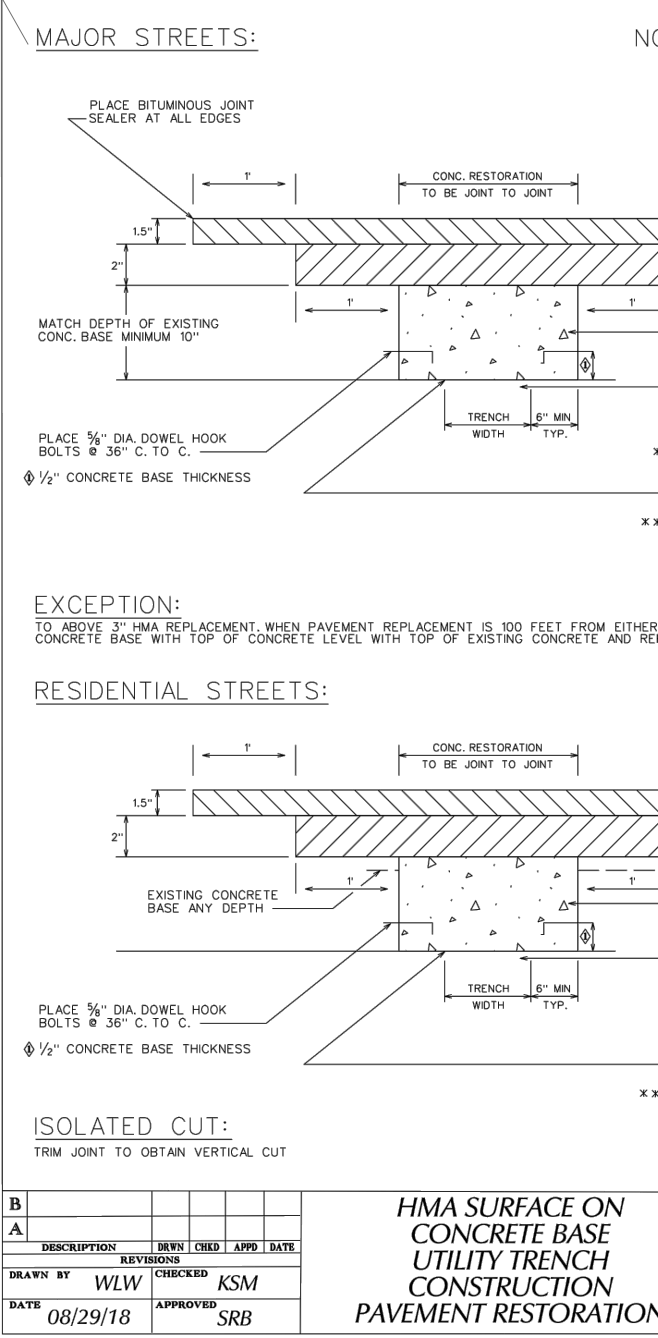
BENCHMARK
SITE BENCHMARK #1
NAIL IN WEST FACE OF STREET LIGHT POST AT MERRITT AVENUE.
ELEVATION = 592.84' (NAVD 88)
SITE BENCHMARK #2
NAIL IN NORTH FACE OF POWER POLE ON PLUMMER AVENUE.
ELEVATION = 590.09' (NAVD 88)

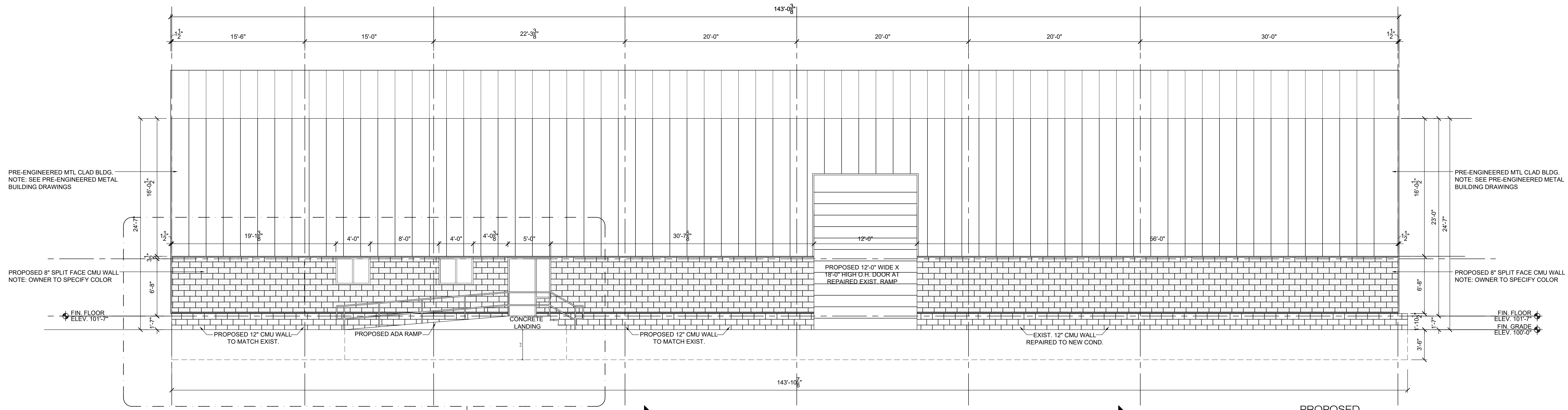
PROPERTY DESCRIPTION
THE LAND IS DESCRIBED AS FOLLOWS:
SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN.
LOT 179, LEAVITT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 2 OF PLATS, PAGE 29, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF PLUMMER AVENUE, DISTANT SOUTH 61 DEGREES, 46 MINUTES, WEST, 159.13 FEET FROM THE SOUTHWEST 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 PLUMMER 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



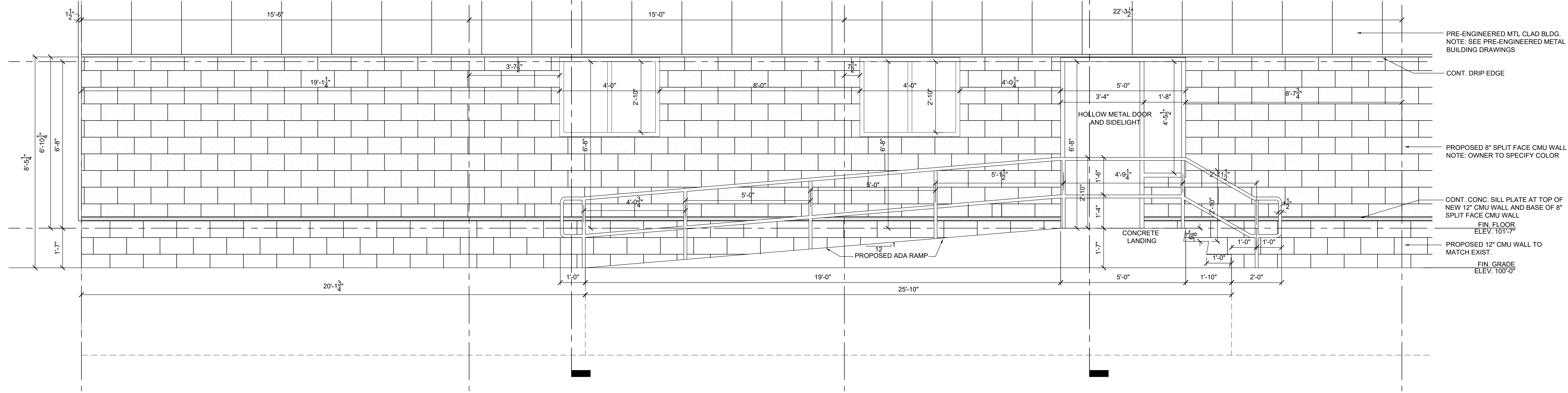
CITY OF DETROIT NOTES

- MILL (REMOVE) HMA PAVEMENT WITHIN AND BEYOND THE AREA OF TRENCH PAVEMENT RESTORATION TO DETERMINE LOCATION OF UNDERLYING CONCRETE BASE PAVEMENT JOINTS. MILL MINIMUM TO 1' BEYOND NEAREST CONCRETE JOINTS.
- EXTEND UTILITY TRENCH CONCRETE PAVEMENT REMOVAL TO ALL CONCRETE PAVEMENT JOINTS AND / OR CURBS ADJACENT TO THE TRENCH AREA. REMOVAL SHALL BE "JOINT TO JOINT".
- CONCRETE PAVEMENT CUTS SHALL BE MINIMUM 3' WIDE.
- ALL PAVEMENT CUTS SHALL BE MINIMUM 1' WIDER THAN TRENCH WIDTH.
- ALL REMOVALS SHALL BE SAWCUT STRAIGHT AND SQUARE (90 DEGREES).
- CONCRETE RESTORATION PAVEMENT SHALL BE MDOT P1MX (3,500 PSI).
- RESTORED CONCRETE PAVEMENT SHALL MATCH THICKNESS OF EXISTING CONCRETE PAVEMENT IN CONFORMANCE WITH MDOT STANDARDS DETAIL R-44-F.
- RESTORED CONCRETE SHALL BE ANCHORED TO EXISTING CONCRETE PAVEMENT IN CONFORMANCE WITH MDOT STANDARD DETAIL R-44-F.
- APPLY HMA TACK COAT PER MDOT STANDARD SPECIFICATIONS SECTION 904.
- RESTORE HMA PAVEMENT 3/2" TO MATCH EXISTING, IN 2 LIFTS:
1ST LIFT - 2" MDOT HMA 4E3 (13A RESIDENTIAL), COMPACTED, EXTENDED 1' BEYOND BASE CONCRETE REPAIR.
2ND LIFT - 1/2" MDOT HMA 5E3 (36A RESIDENTIAL), COMPACTED, EXTENDED 1' BEYOND 1ST LIFT.
- BITUMINOUS JOINT SEALER SHALL BE PLACED AT ALL FINISHED HMA JOINTS.
- ALL DISTURBED PAVEMENT MARKINGS AND OTHER ASSETS, INCLUDING BIKE LANE DELINEATORS, WILL HAVE TO BE REPLACED AT THE COST OF THE PERMIT HOLDER, AND SHALL CONFORM TO THE LATEST CED / TED STANDARDS.
- FOR OTHER RELATED SPECIFICATIONS (BACKFILL, COMPACTION, MATERIALS, ETC.), REFER TO DIVISION 15 OF THE STANDARD SPECIFICATIONS FOR PAVING AND RELATED CONSTRUCTION.
- NOTIFY THE CITY OF DETROIT ENGINEERING DEPARTMENT 24 HOURS PRIOR TO STARTING CONSTRUCTION.
- ANY OPEN EXCAVATIONS ARE TO BE STEEL PLATED, IF EXCAVATIONS ARE IN THE PAVEMENT, THE PLATES ARE TO BE SPIKED AND RAMMED WITH COLD PATCH. CONTACT THE CITY WITH LOCATION OF THE STEEL PLATE.
- THE CITY OF DETROIT REQUIRES ALL CONCRETE WORK TO BE STAMPED WITH A CONTRACTOR'S IDENTIFICATION STAMP.

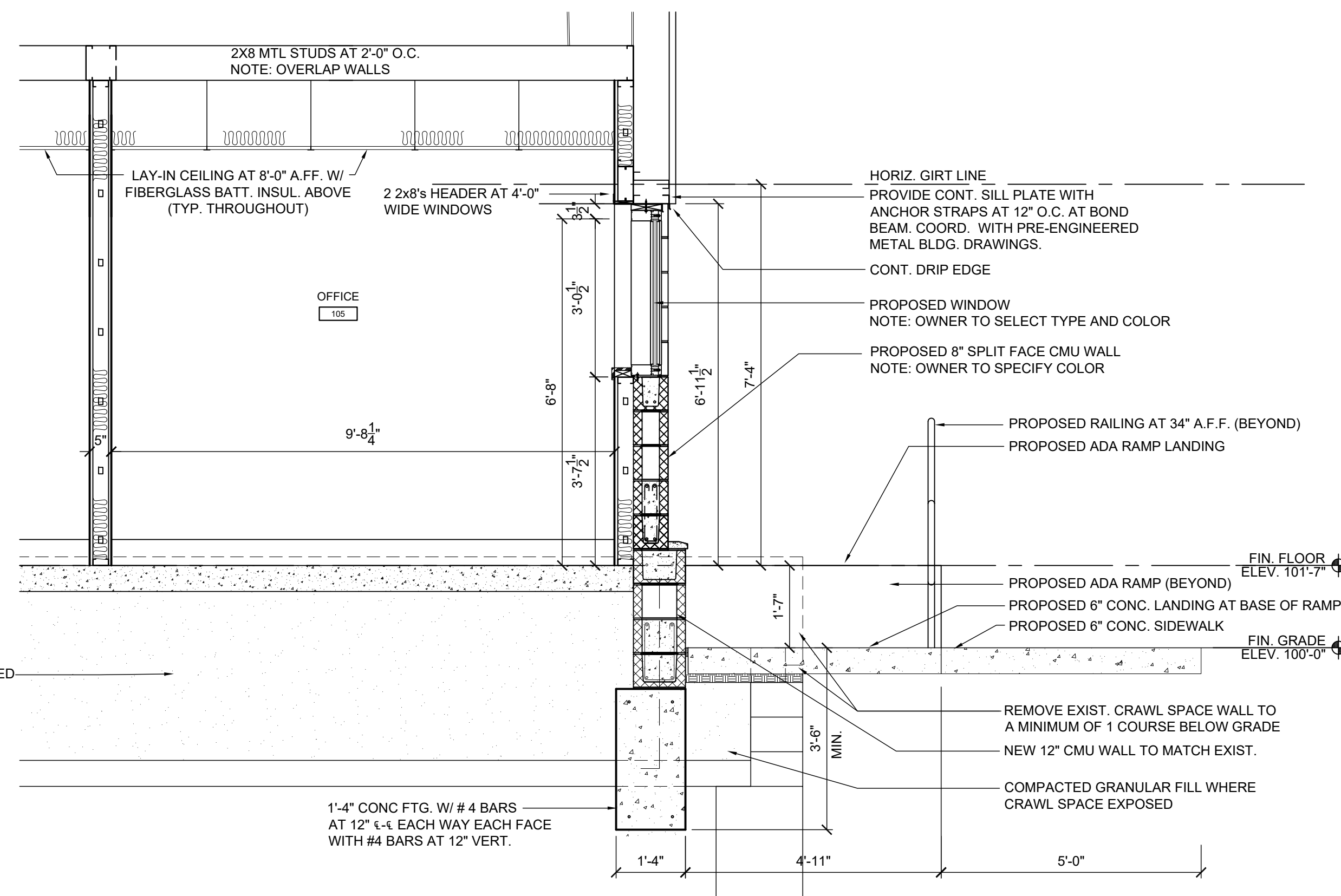




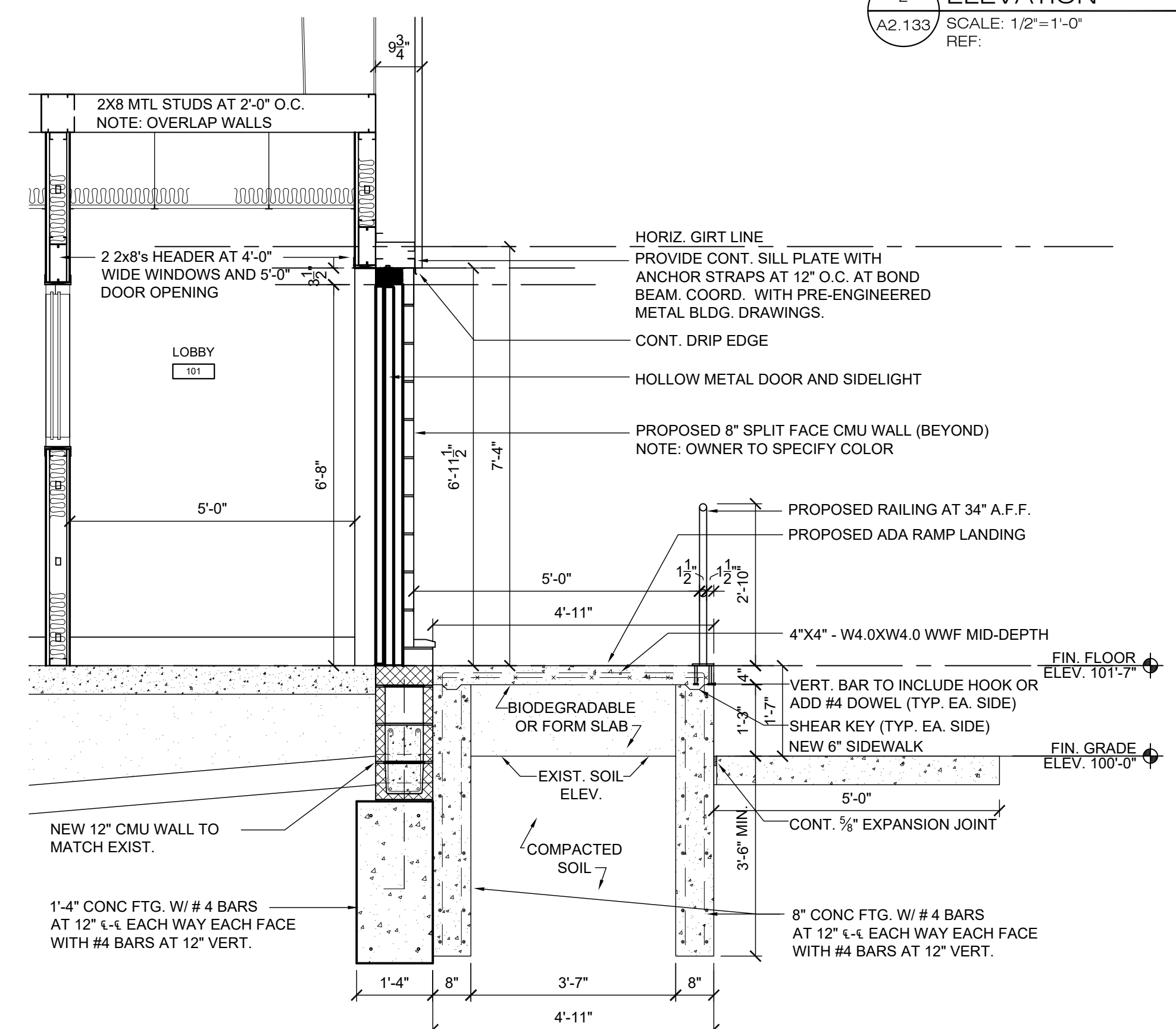
1
A-001
PROPOSED NORTH ELEVATION
SCALE: 3/16"=1'-0"
REF.



2
A2.133
ENLARGED ELEVATION
SCALE: 1/2"=1'-0"
REF.



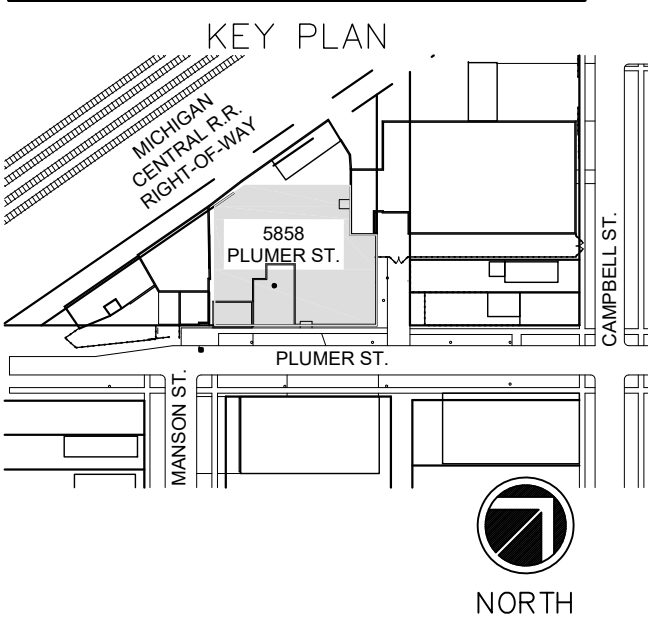
4
A-001
ENLARGED SECTION
SCALE: 1/2"=1'-0"
REF.



3
A-001
ENLARGED SECTION
SCALE: 1/2"=1'-0"
REF.

REGISTRATION SEAL

**PRELIMINARY
NOT FOR
CONSTRUCTION
FOR REFERENCE
ONLY**



**PROPOSED NORTH
ELEVATION AND RAMP
DETAILS**

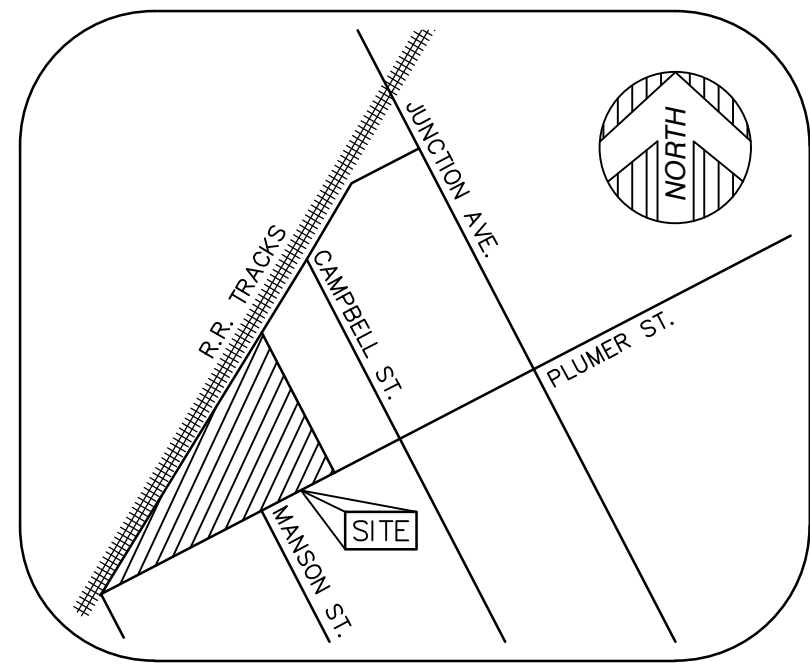
SCALE: AS NOTED

ISSUED FOR: _____ DATE: _____
CITY SUBMITTAL: _____ 04.10.2023

PC
DRAWN BY: _____ TC
CHECKED: _____ TC
APPROVED: _____

22031.00

A-001



VICINITY MAP
(NOT TO SCALE)

RAMP AREA

THE LAND IS DESCRIBED AS FOLLOWS:

SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN.
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, CONTAINING 180± SQUARE FEET.

PARCEL AREA

38,270± SQUARE FEET = 0.879± ACRES

BENCHMARK

SITE BENCHMARK #1
NAIL IN WEST FACE OF STREET LIGHT POST AT MERRITT AVENUE.
ELEVATION = 592.84' (NAVD 88)

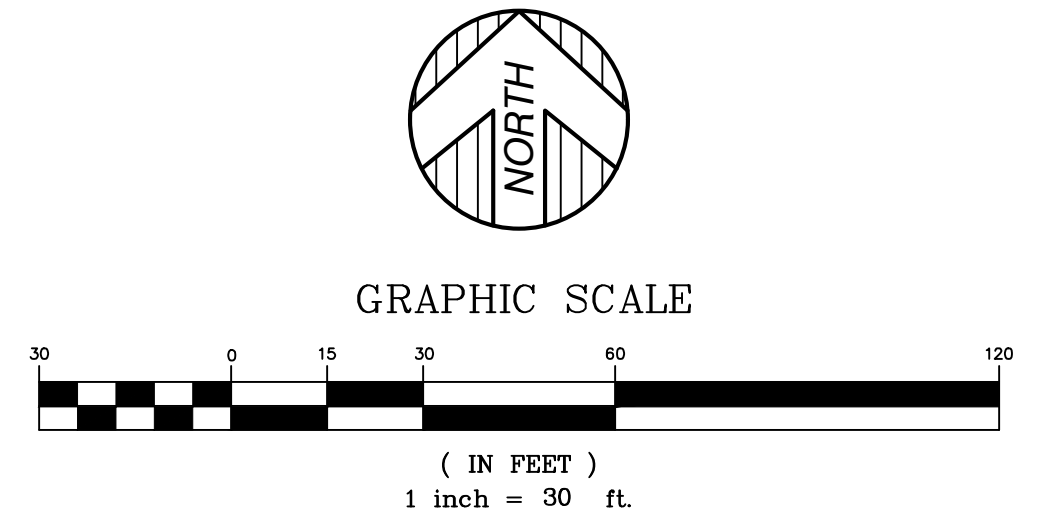
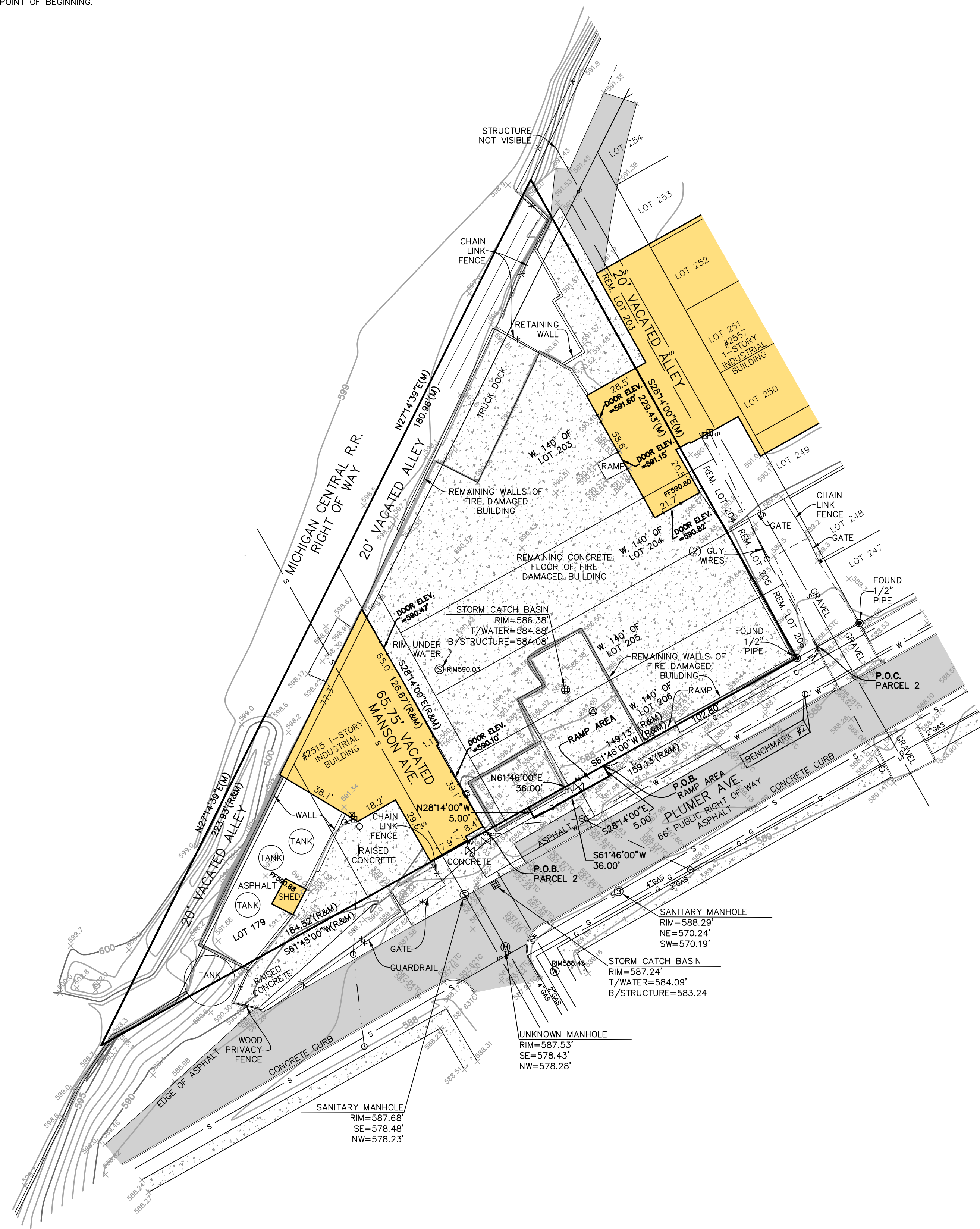
SITE BENCHMARK #2
NAIL IN NORTH FACE OF POWER POLE ON PLUMER AVENUE.
ELEVATION = 590.09' (NAVD 88)

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

●	FOUND MONUMENT (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
0.00	GROUND ELEVATION
⊞	ELECTRIC METER
⊞	ELECTRIC PANEL
○	UTILITY POLE
⊞	GAS METER
⊞	GAS VALVE
⊞	SEWER MANHOLE
⊞	ROUND CATCH BASIN
⊞	WATER GATE MANHOLE
⊞	WATER VALVE
⊞	MONITOR WELL
⊞	UNKNOWN MANHOLE
—	PARCEL BOUNDARY LINE
—	PLATTED LOT LINE
---	EASEMENT (AS NOTED)
---	BUILDING OVERHANG
---	CONCRETE CURB
---	RAISED CONCRETE
---	EDGE OF CONCRETE (CONC.)
---	EDGE OF ASPHALT (ASPH.)
---	EDGE OF GRAVEL
x	FENCE (AS NOTED)
---	WALL (AS NOTED)
---	OVERHEAD UTILITY LINE
G	GAS LINE
S	SEWER LINE
W	WATER LINE
---	MINOR CONTOUR LINE
---	MAJOR CONTOUR LINE
■	BUILDING AREA
■	ASPHALT
■	CONCRETE



PROPERTY DESCRIPTION

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

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE REPUTATION FIRST TITLE AGENCY, LLC COMMITMENT No. 2022-110505, DATED 10/28/2022, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

- EASEMENT(S) AND/OR SETBACK LINES IF ANY AS DISCLOSED BY THE RECORDED PLAT, IF ANY. (NONE)
- EASEMENTS, IF ANY, FOR PUBLIC UTILITIES OR FACILITIES INSTALLED IN ANY PORTION OF THE VACATED ALLEY, HEREIN DESCRIBED PRIOR TO THE VACATION THEREOF, TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO REPAIR, MAINTAIN, REPLACE AND REMOVE THE SAME. (UNKNOWN)
- TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN DEED OF ASSIGNMENT OF NON-CABLE SIDE SETTLEMENT CORRIDOR EASEMENTS, RECORDED IN LIBER 51796, PAGE 988. (SPECIFIC LOCATION OF EASEMENTS NOT GIVEN, SEE DOCUMENT FOR TERMS AND CONDITIONS)
- TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN RESOLUTION, RECORDED IN LIBER 28005, PAGE 117. (THE DOCUMENT AS PROVIDED IS PARTIALLY ILLEGIBLE, BUT APPEARS TO VACATE THE STREETS AND ALLEYS WITHIN THE SUBJECT PARCEL. IT IS UNCLEAR IF ANY PORTION OF VACATED STREETS AND ALLEYS HAVE AN EASEMENT RETAINED OVER THEM. SEE DOCUMENT FOR TERMS AND CONDITIONS)
- TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNERS ACTION, RECORDED IN LIBER 51040, PAGE 689. (SPECIFIC LOCATION OF EASEMENTS NOT GIVEN, SEE DOCUMENT FOR TERMS AND CONDITIONS)
- TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN PARTIAL RELEASE OF RIGHTS UNDER EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, RECORDED IN LIBER 52405, PAGE 477. (SPECIFIC LOCATION OF EASEMENTS NOT GIVEN, SEE DOCUMENT FOR TERMS AND CONDITIONS)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME.

DRAFT

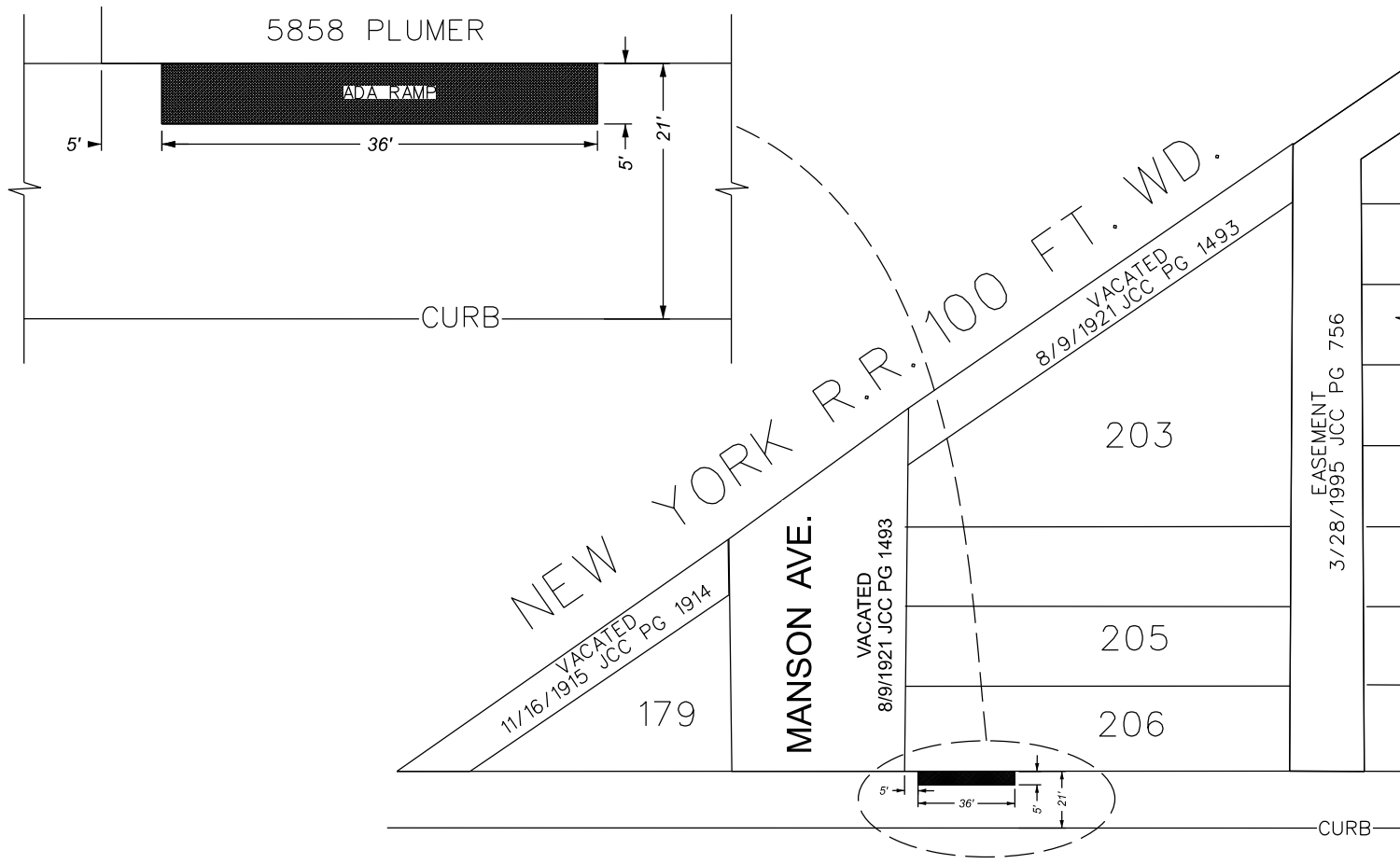
ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemttec-survey.com

KEM-TEC
A GROUP OF COMPANIES
PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
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Ann Arbor, Michigan
Grand Blanc, Michigan
(800) 255-7222 (519) 758-9977 (734) 954-0888 (888) 654-0001
www.kemttecgroupofcompanies.com

TOPOGRAPHIC SURVEY
PREPARED FOR: JC BEAL CONSTRUCTION, LLC.
5658 PLUMER STREET, DETROIT, MICHIGAN,
PART OF PRIVATE CLAIMS 524 AND 121

DATE	BY	REVISION	DESCRIPTION
11/21/22	JDM	1	1" = 30'
03/20/23	MRJ	4	ADDED RAMP AREA
02/03/23	MRJ	3	ADDED RAMP
01/26/23	MRJ	2	ADDED DOOR ELEVATIONS
12/14/22	JDM	1	PER NEW TITLE WORK

MAP-23-50



CAMPBELL AVE. 66 FT. WD.

PLUMER AVE. 66 FT. WD.

 - REQUEST ENCROACHMENT For ADA Ramp

CARTO 12 E

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	LC	CHECKED	JD		
DATE	02-08-2024	APPROVED	JD		

REQUEST ENCROACHMENT FOR ADA RAMP AT 5858 PLUMER

CITY OF DETROIT
 CITY ENGINEERING DIVISION
 SURVEY BUREAU
 JOB NO. 23-50
 DRWG. NO.