

## PROVISIONS FOR ENCROACHMENT

1. By approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right of way, and at all time, DWSD, its agents or employees, shall have the right to enter upon the right of way to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing, or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the right of way shall be borne by DWSD.
2. All construction performed under this petition shall not be commenced until after five (5) days written notice to DWSD. Seventy-two (72) hour notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system.
3. Construction under this petition is subject to inspection and approval by DWSD. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner.
4. DWSD prohibits the use of heavy construction equipment or the storage of building material directly over or near DWSD facilities. DWSD also prohibits the use of cranes and balls or hydraulic rams for pavement removal where DWSD facilities are involved. If the water main or sewer facilities are broken or damaged as a result of any action on the part of the contractor, the contractor shall be liable for all costs incidental to the repair of such broken or damaged water main or sewer facilities. If DWSD facilities located within the street shall break or be damaged as the result of any action on the part of the petitioner, then in such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities.
5. The petitioner shall hold DWSD harmless for any damage to the encroaching device constructed or installed under this petition, which may be caused by the failure of DWSD's facilities.
6. If at any time in the future the petitioner shall request removal and / or relocation of DWSD's facilities in the street being encroached upon, the petitioner agrees to pay all costs for such removal and/or relocation.
7. Prior to construction, Easement Encroachment Permit (EEP) should be obtained and the insurance required by the EEP should not expire until after completion of the construction.
8. For any proposed work that involves DWSD water mains and/or sewers, an approval and a permit is required from DWSD before commencement of work.
9. It is DWSD's requirement that any proposed utility crossing DWSD water mains and/or sewers perpendicularly must maintain a minimum of 18 inches vertical clearance. Any proposed utility running adjacent to DWSD water mains and/or sewers must maintain a minimum of 10 feet lateral clearance including any conduit and/or manholes walls. No utility is allowed to run along the top of the water main or/or sewer.
10. It is DWSD's requirement that no encroachment has a vertical clearance of less than 16 feet from the ground surface over DWSD water mains and/or sewers.



BASE MAP  
ERROR

BASE MAP

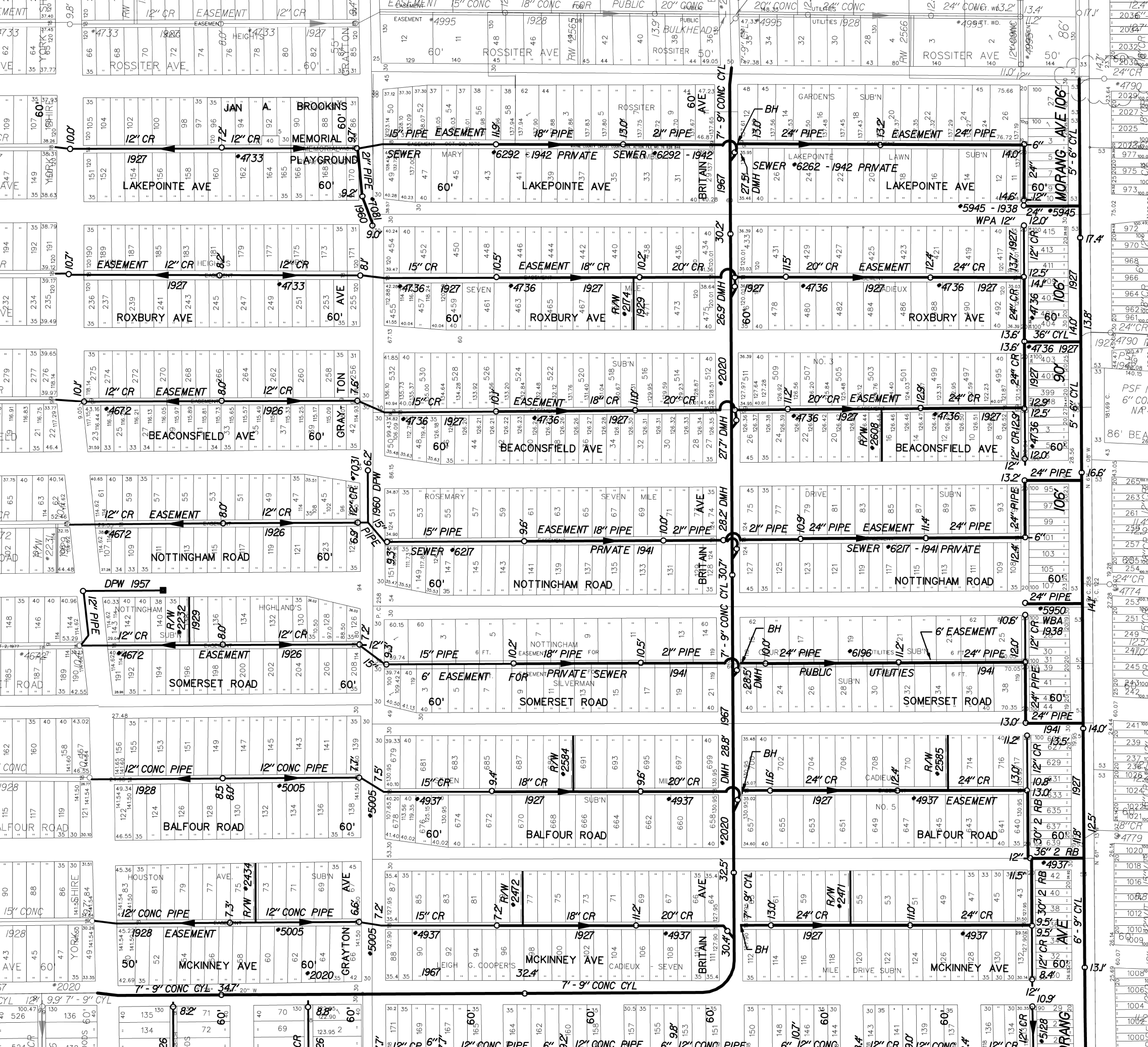
BASE MAP

EASEMENT FOR 27.1298 WHITE CO. CREDIT, F.L.E. NO. 35, 1/24/1962

EASEMENT 607.22.1018  
WWW.SMITHSONIAN.EDU/ALFALFA/ALFALFA

EASEMENT FOR 27.1298 WHITE CO. CREDIT, F.L.E. NO. 35, 1/24/1962

EASEMENT 607.22.1018  
WWW.SMITHSONIAN.EDU/ALFALFA/ALFALFA





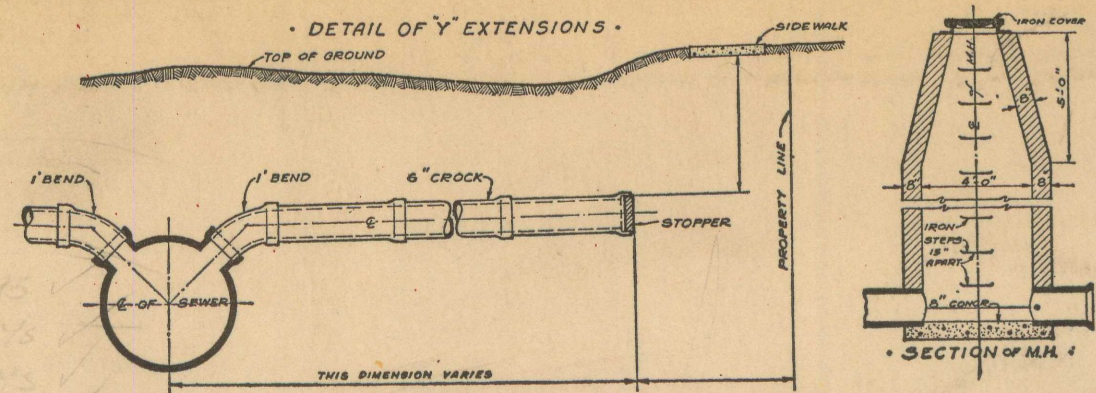
# LATERAL SEWER IN ALLEY

IN BLOCKS BOUNDED BY  
WHITTIER-GRAYTON-McKINNEY-SOMERSET

TOTAL LENGTH OF SEWER 3639.00 FT. M. OR L.

- " " " 30" CYL. 2 R.B. = 166.00
- " " " 20" CROCK = 361.00 INCL. 16-6" Ys
- " " " 18" " = 650.00 INCL. 36-6" Ys
- " " " 15" " = 814.00 INCL. 39-6" Ys
- " " " 12" " = 1648.00 INCL. 85-6" Ys

(13) THIRTEEN MANHOLES, INCL. 110 IRON STEPS AND 2-6" CONNS.



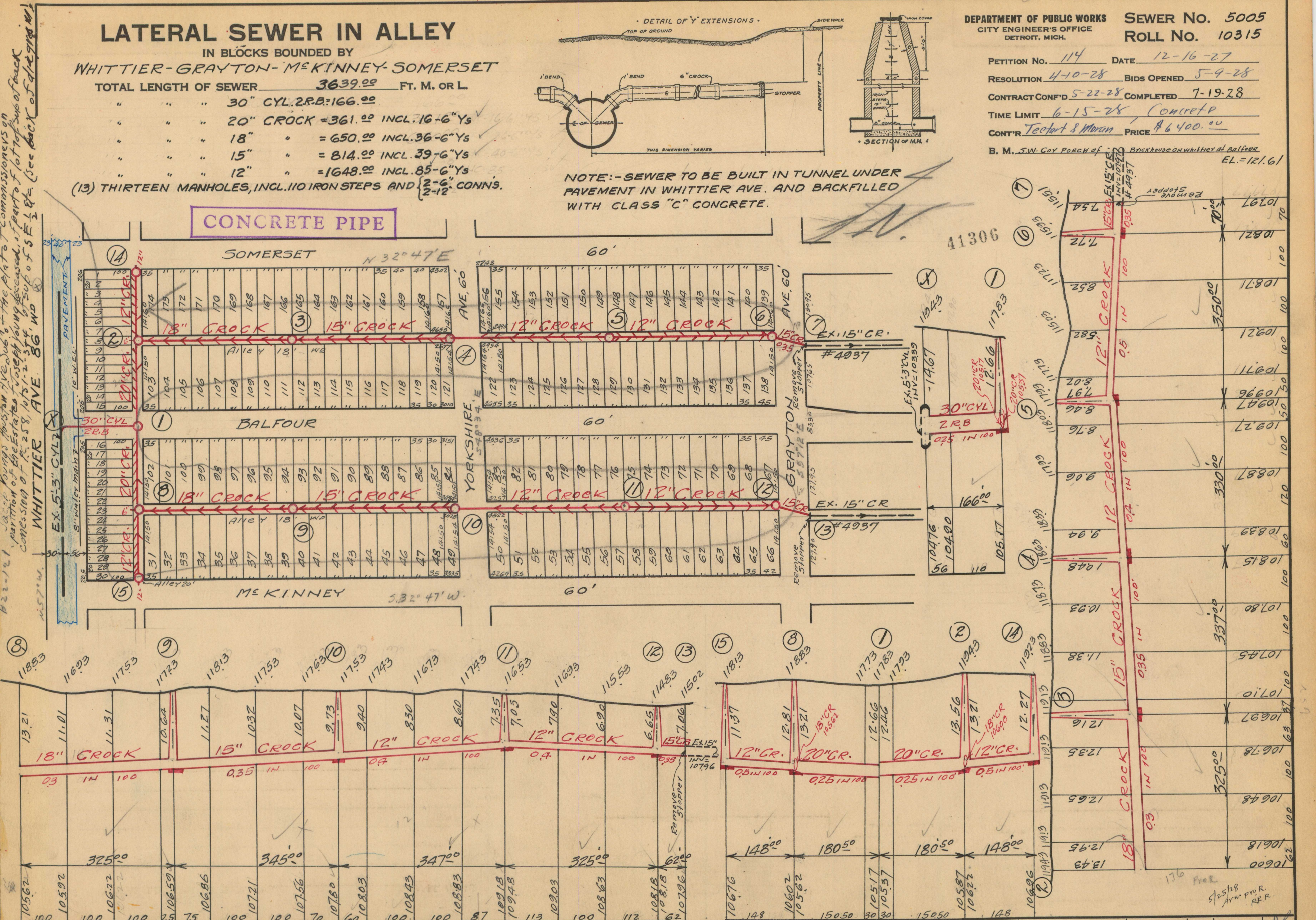
NOTE:--SEWER TO BE BUILT IN TUNNEL UNDER PAVEMENT IN WHITTIER AVE. AND BACKFILLED WITH CLASS "C" CONCRETE.

DEPARTMENT OF PUBLIC WORKS  
CITY ENGINEER'S OFFICE  
DETROIT, MICH.

SEWER NO. 5005  
ROLL NO. 10315

PETITION NO. 114 DATE 12-16-27  
RESOLUTION 4-10-28 BIDS OPENED 5-9-28  
CONTRACT CONF'D 5-22-28 COMPLETED 7-19-28  
TIME LIMIT 6-15-28 Concrete  
CONTR. Tectart & Moran PRICE \$6400.00

B. M., S.W. COY PARCELS OF BRICKHOUSE ON WHITTIER AT BALFOUR  
EL. = 121.61



P22-121 Jasper Kings Houston Ave Sub 1 - The plat of Commissioners on  
 partition of the Estate of Jasper Kings having deceased, of part of lot 10 of block  
 concession of R. 258, 1075-1-2-3-4, of sup. of S.E. 1/4, of Sec. 16, T. 12 N., R. 10 W.,  
 Whittier Ave. 86' (See back of plat)

NOTE--Contractor to furnish and set as markers for all connections 1/2 inch iron rods 2 feet long with 3 inch tile collar 6 inches long.

IMPORTANT NOTICE:--The location of all public utilities are taken from best available data: City is not responsible for variations from locations shown. Sidewalks, pavements, and other existing surface and underground public utilities, whether shown on drawings or not, must be adequately protected, and when damaged the contractor must restore them to their original status. Water mains and water service pipes if damaged, are to be repaired in a manner to meet the requirements of the Water Board. Sewer is to be built in tunnel under pavement, and backfilled with Class "C" concrete. Each bidder is expected to make his estimates of the facilities and difficulties attending the execution of the work, to do all necessary pumping and build or remove bulkheads when directed by City Engineer. All above costs to be borne by Contractors.

SCALE	VERTICAL 1"=10'	DRAWN	OK	CHECK	
	HORIZONTAL 1"=150'	TRACED	R.S.	NOTE BOOK	76/76

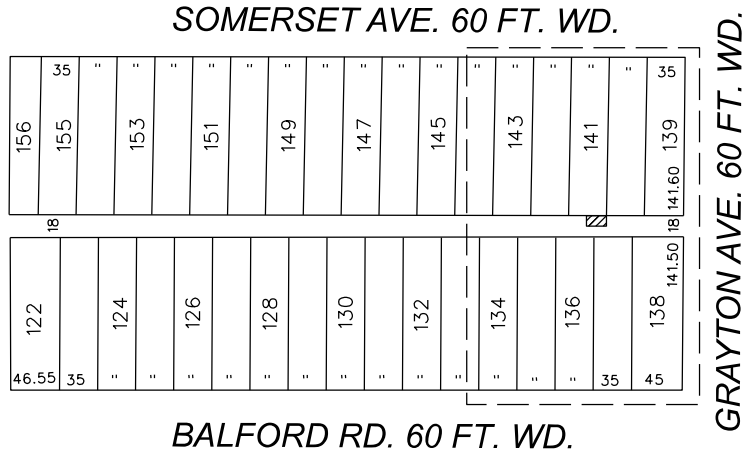


MAP-24-3

SOMERSET AVE. 60 FT. WD.

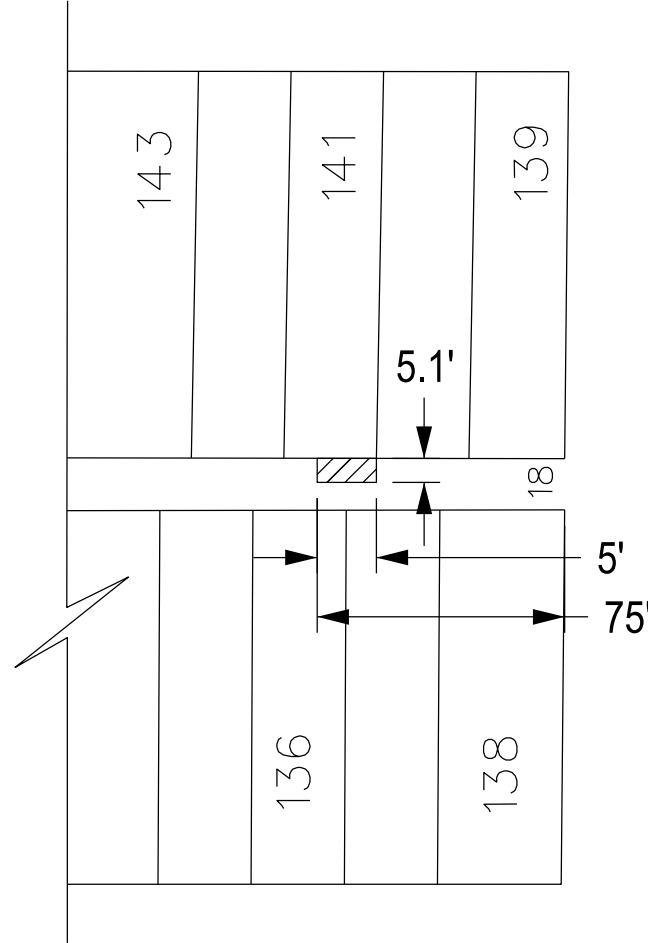


YORKSHIRE RD. 60 FT. WD.



BALFORD RD. 60 FT. WD.

GRAYTON AVE. 60 FT. WD.



GRAYTON AVE. 60 FT. WD.

BALFORD RD. 60 FT. WD.



- REQUEST ENCROACHMENT

(FOR OFFICE USE ONLY)

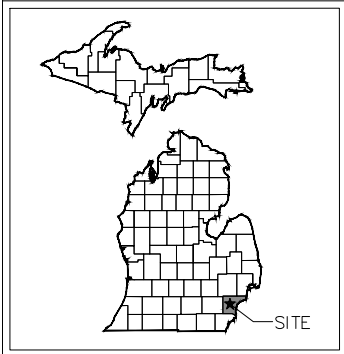
CARTO - 97 E

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	AP	CHECKED	LC		
DATE	01-24-2024	APPROVED	JD		

REQUEST ENCROACHMENT  
 INTO SOUTH PUBLIC ALLEY, 18 FT. WD.  
 AT 10604 SOMERSET AVE.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	24-3
DRWG. NO.	





LOCATION MAP  
NOT TO SCALE



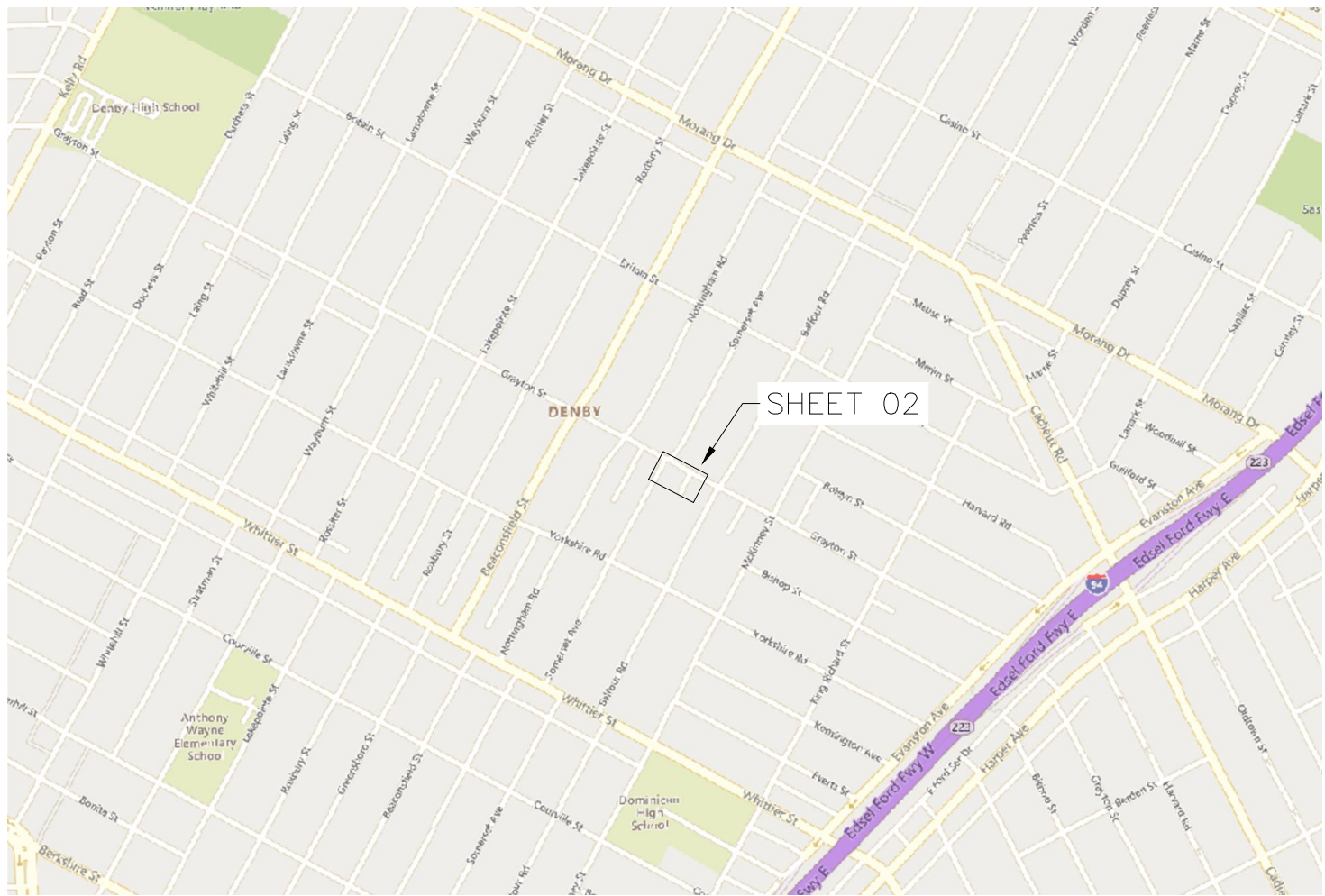
CITY OF DETROIT  
GRAYTON ST AND SOMERSET AVE  
WAYNE COUNTY, MI  
PERMIT/CONSTRUCTION DRAWINGS  
AT&T #A02A6JT

- GENERAL CONSTRUCTION NOTES:**
- A. SODDED AREAS THAT MAY BE DISTURBED DURING INSTALLATION ARE TO BE RESTORED WITH 3" OF QUALITY TOP SOIL, SEED AND MULCH
  - B. MAINTAIN A MINIMUM 18" CLEARANCE FROM ALL EXISTING PUBLIC UTILITIES
  - C. PROPOSED INSTALLATION TO BE PLACED AT A MINIMUM DEPTH OF 48", UNLESS OTHERWISE NOTED ON PLANS
  - D. SIDEWALK REMOVAL NECESSARY ON THIS PROJECT TO BE ACCOMPLISHED IN COMPLETE FLAGS AND REPLACED IN KIND PER JURISDICTIONAL SPECIFICATIONS
  - E. HARD SURFACE REMOVAL OF STREETS AND/OR DRIVEWAYS TO BE SAW CUT FULL DEPTH AND REPLACED IN KIND PER JURISDICTIONAL SPECIFICATIONS
  - F. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS AND GRADES PRIOR TO STARTING CONSTRUCTION
  - G. EXCAVATIONS BELOW HARD SURFACES TO BE BACKFILLED WITH MDOT CLASS II GRANULAR MATERIAL IN 8" LAYERS, WELL COMPACTED TO 98% OF ITS MAXIMUM UNIT WEIGHT AT A MOISTURE CONTENT LESS THAN SATURATION
  - H. TEST HOLES TO BE CONSTRUCTED AS A 12" CYLINDRICAL HOLE. SOIL TO BE REMOVED USING A VACUUM TRUCK. HOLE TO BE BACKFILLED USING A GRANULAR MATERIAL TO THE BOTTOM OF THE EXISTING PAVEMENT. PAVEMENT TO BE REPLACED IN KIND PER MDOT SPECIFICATIONS



**LEGEND**

- × 656.5 EX. SPOT ELEVATION
- 652 EX. CONTOUR
- RIGHT OF WAY
- - - EX. EASEMENT LINE
- · - · - EX. WETLAND LIMITS
- · - · - EX. DITCH
- ==== EX. CURB/PAVEMENT
- ==== RR TRACK
- EX. FENCE
- EX. GRAVEL
- EX. GUARDRAIL
- EX. TREELINE
- EX. WATER MAIN
- EX. WATER VALVE
- EX. HYDRANT
- EX. WATER MANHOLE
- EX. WELL
- EX. WATER METER
- EX. STORM SEWER
- EX. STORM INLET/CATCH BASIN
- EX. ROUND STORM CATCH BASIN
- EX. STORM MANHOLE
- EX. STORM END SECTION
- EX. SANITARY SEWER
- EX. SANITARY MANHOLE
- EX. UNDERGROUND GAS
- EX. GAS VALVE
- EX. OVERHEAD ELECTRIC
- EX. UNDERGROUND ELECTRIC
- EX. UNDERGROUND CABLE
- EX. UNDERGROUND TELE
- EX. TELEPHONE MANHOLE
- EX. ELECTRIC MANHOLE
- EX. ELECTRIC METER
- EX. GAS METER
- EX. LIGHT POLE
- EX. TRAFFIC SIGNAL BOX
- EX. UNIDENTIFIED MANHOLE
- EX. COMBO MANHOLE
- EX. TRAFFIC SIGNAL POLE
- EX. UTILITY POLE
- EX. GUY WIRE
- EX. TREE (CONIFEROUS)
- EX. TREE (DECIDUOUS)
- EX. UTILITY CABINET
- EX. SIGN
- EX. MAILBOX
- PROP AT&T OPEN CUT
- PROP AT&T DIRECTIONAL BORE



**SHEET INDEX**

01	LOCATOR MAP/LEGEND/NOTES
02	PLAN SHEET
03	CABINET DETAIL

- CITY OF DETROIT NOTES:**
1. NOTIFY THE CITY OF DETROIT ENGINEERING DEPARTMENT 24 HOURS PRIOR TO STARTING CONSTRUCTION.
  2. ANY OPEN EXCAVATIONS ARE TO BE STEEL PLATED. IF EXCAVATIONS ARE IN THE PAVEMENT, THE PLATES ARE TO BE SPIKED AND RAMPED WITH COLD PATCH. CONTACT THE CITY WITH LOCATION OF THE STEEL PLATE.
  3. CONCRETE ROADS THAT ARE OPEN CUT ARE TO BE BACK FILLED PER CITY SPECIFICATIONS AND RESTORED WITH AT LEAST 10" CONCRETE SUB BASE AND AT LEAST 2" MODT HMA 4E3 AND 1.5" HMA 5E3, PER TYPICAL OPEN CUT DETAIL.
  4. IF A CORNER OF AN INTERSECTION MUST BE OPENED UP FOR CONSTRUCTION PURPOSES, THAT CORNER AND THE OTHER (3) ADJOINING CORNERS MUST BE RECONSTRUCTED PER MDOT SPECIFICATIONS R-29-1 C.E.D. MODIFIED. THIS WORK IS NECESSARY TO COMPLY WITH ADA REQUIREMENTS SET FORTH TO THE CITY OF DETROIT. CONTACT THE CITY OF DETROIT ENGINEERING DEPARTMENT TO INQUIRE ABOUT THE REQUIRED DEEP DETECTABLE PLATE TO BE USED AT THE SIDEWALK RAMP.
  5. THE CITY OF DETROIT REQUIRES ALL CONCRETE WORK TO BE STAMPED WITH A CONTRACTORS IDENTIFICATION STAMP.
  6. SEE THE CITY OF DETROIT CONSTRUCTION SPECIFICATIONS MANUAL FOR STANDARDS THAT FIT YOUR SPECIFIC JOB NEEDS.

- RESTORATION NOTES:**
1. PAVEMENT SHALL BE MILLED DOWN TO LOCATE NEAREST JOINTS, AT FULL LANE WIDTH.
  2. CONCRETE RESTORATION SHALL BE PERFORMED AT FULL DEPTH, JOINT TO JOINT, AND AT LEAST (1) LANE IN WIDTH.
  3. DOWELL ANCHORS SHALL BE INSTALLED AT 18" CENTERS TO TIE INTO EXISTING PAVEMENT.
  4. EXISTING ASPHALT SHALL BE MILLED DOWN TO CONCRETE BASE 1' BEYOND CONCRETE RESTORATION, AND 1' BEYOND THAT TO A DEPTH OF 1.5"
  5. RESTORATION OF ASPHALT SHALL BE PERFORMED IN 2 LIFTS.
    - A. FIRST LIFT SHALL CONSIST OF 2" OF MDOT 4E3 LEVELING MIX.
    - B. SECOND LIFT SHALL CONSIST OF 1.5" OF MDOT 5E3 SURFACING MIX, AND SHALL BRING RESTORATION TO GRADE

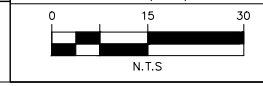
**METRO ENGINEERING SOLUTIONS**  
33900 SCHOOLCRAFT RD  
LIVONIA, MICHIGAN 48150  
PHONE: 734.483.1427 FAX: 734.483.3431  
www.metroes.net

REVISION		
REV #	DATE	DESCRIPTION

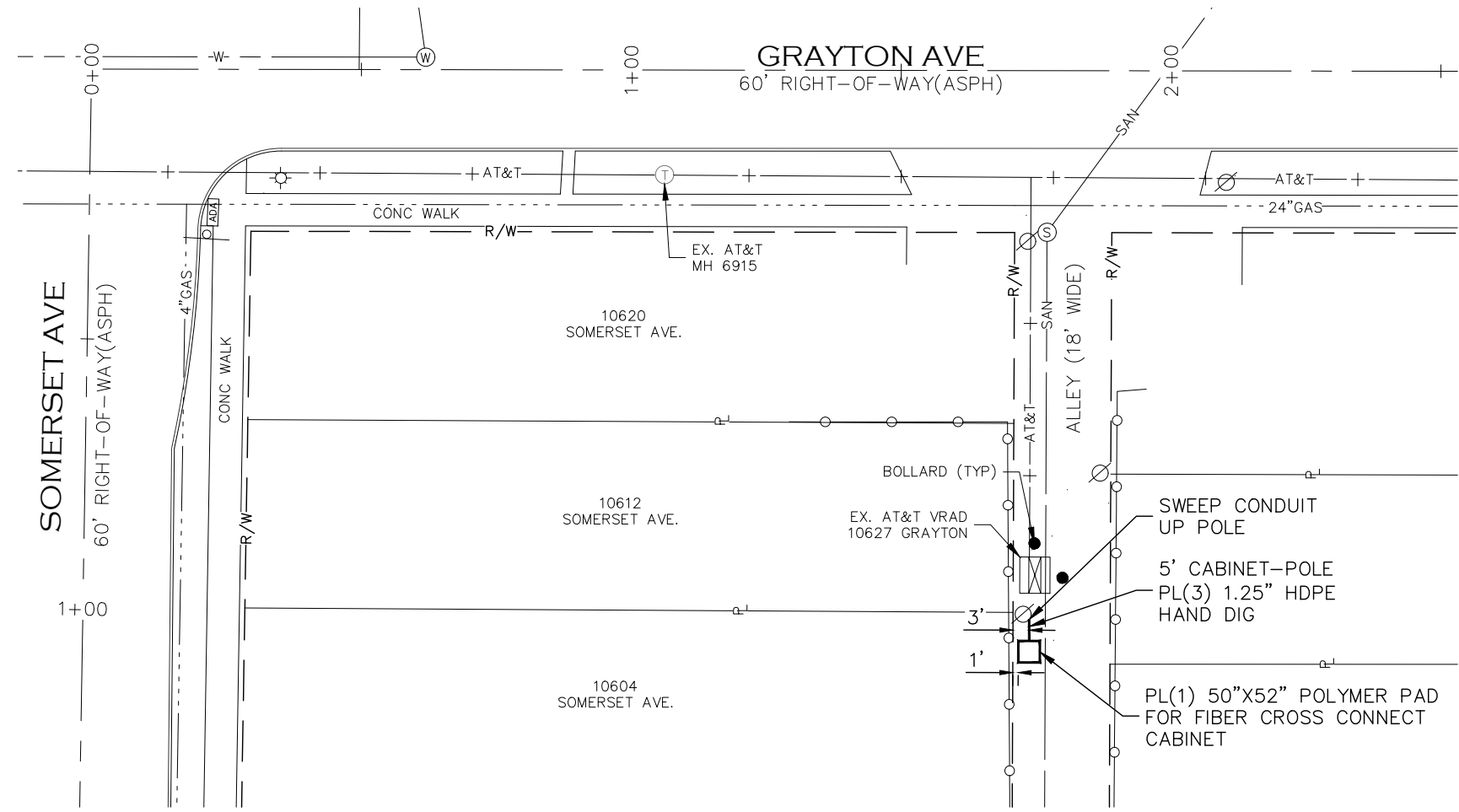
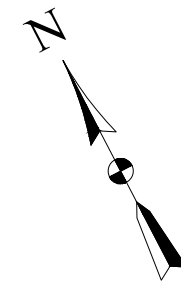
PROJECT # A02A6JT		DATE SVC REQ'D	
PROJECT TITLE: GRAYTON ST & SOMERSET AVE			
DA 2219PA	GEO LOC	NPANNX	WC TUXEDO
CITY: CITY OF DETROIT			
PRIMARY ENGR. ID: KD5643		PHONE#: (586)466-1024	
PRIMARY ENGR. NAME: MANZELLA, KATHERINE			
CONTRACTOR NAME: MES, JEFF BUSH @ (313)350-8316			
MES JOB#1045-22-0969			
PLAN DATE: 03/23/22		PLOT DATE: 05/06/22	
PERMIT REQ'D		Y	
PRINT		01 OF 03	

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.  
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THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.








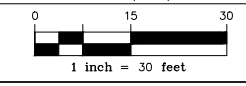

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 33900 SCHOOLCRAFT RD  
 LIVONIA, MICHIGAN 48150  
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 www.metroes.net

REVISION		
REV #	DATE	DESCRIPTION

	PROJECT # A02A6JT	DATE SVC REQ'D
PROJECT TITLE: GRAYTON ST & SOMERSET AVE		
DA 2219PA	GEO LOC	NPANNX WC TUXEDO
CITY: CITY OF DETROIT		
PRIMARY ENGR. ID: KD5643		PHONE#: (586)466-1024
PRIMARY ENGR. NAME: MANZELLA, KATHERINE		
CONTRACTOR NAME: MES, JEFF BUSH @ (313)350-8316		
MES JOB#1045-22-0969		
PLAN DATE: 03/23/22	PLOT DATE: 05/06/22	
PERMIT REQ'D		Y
PRINT		02 OF 03

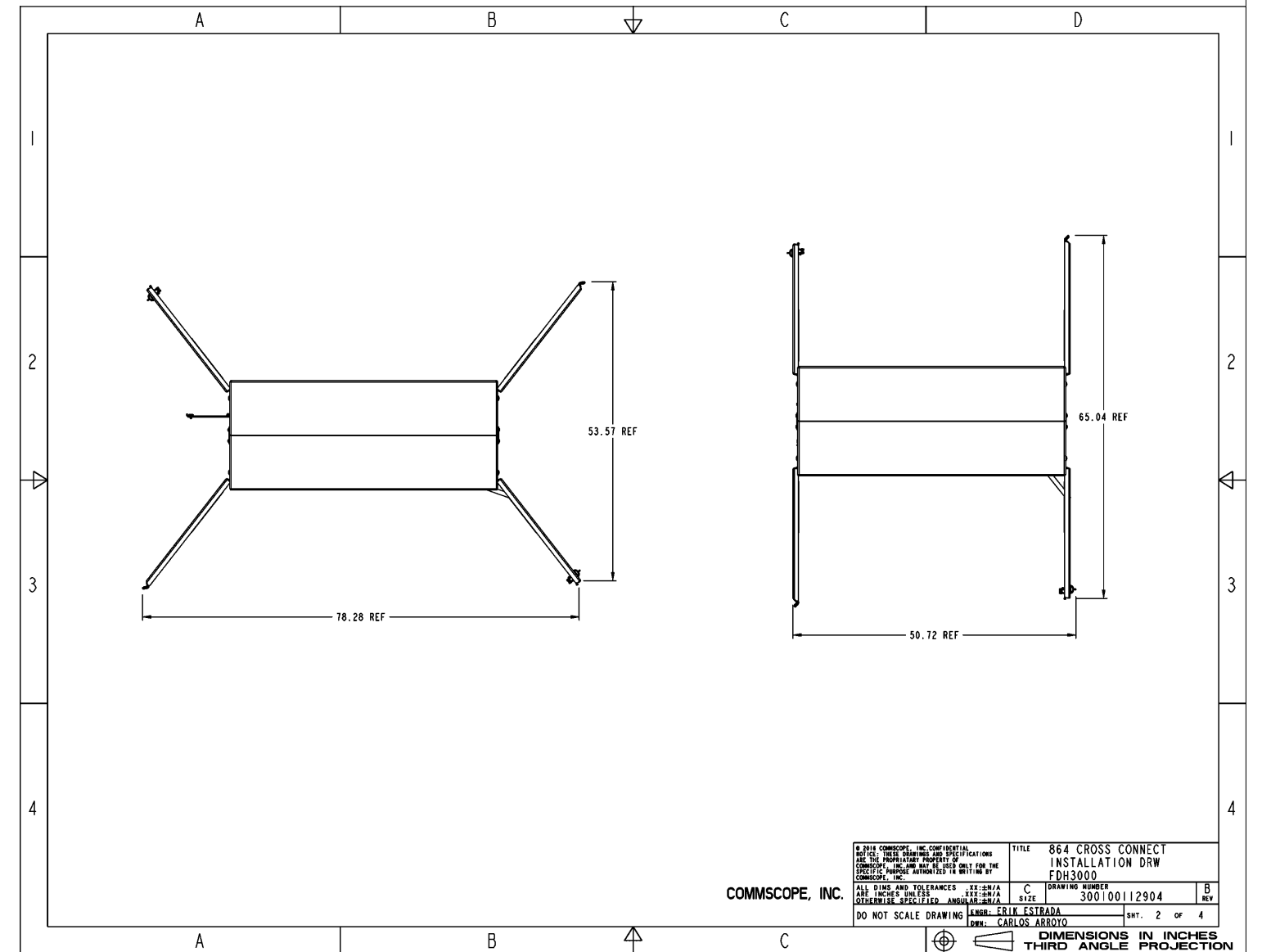
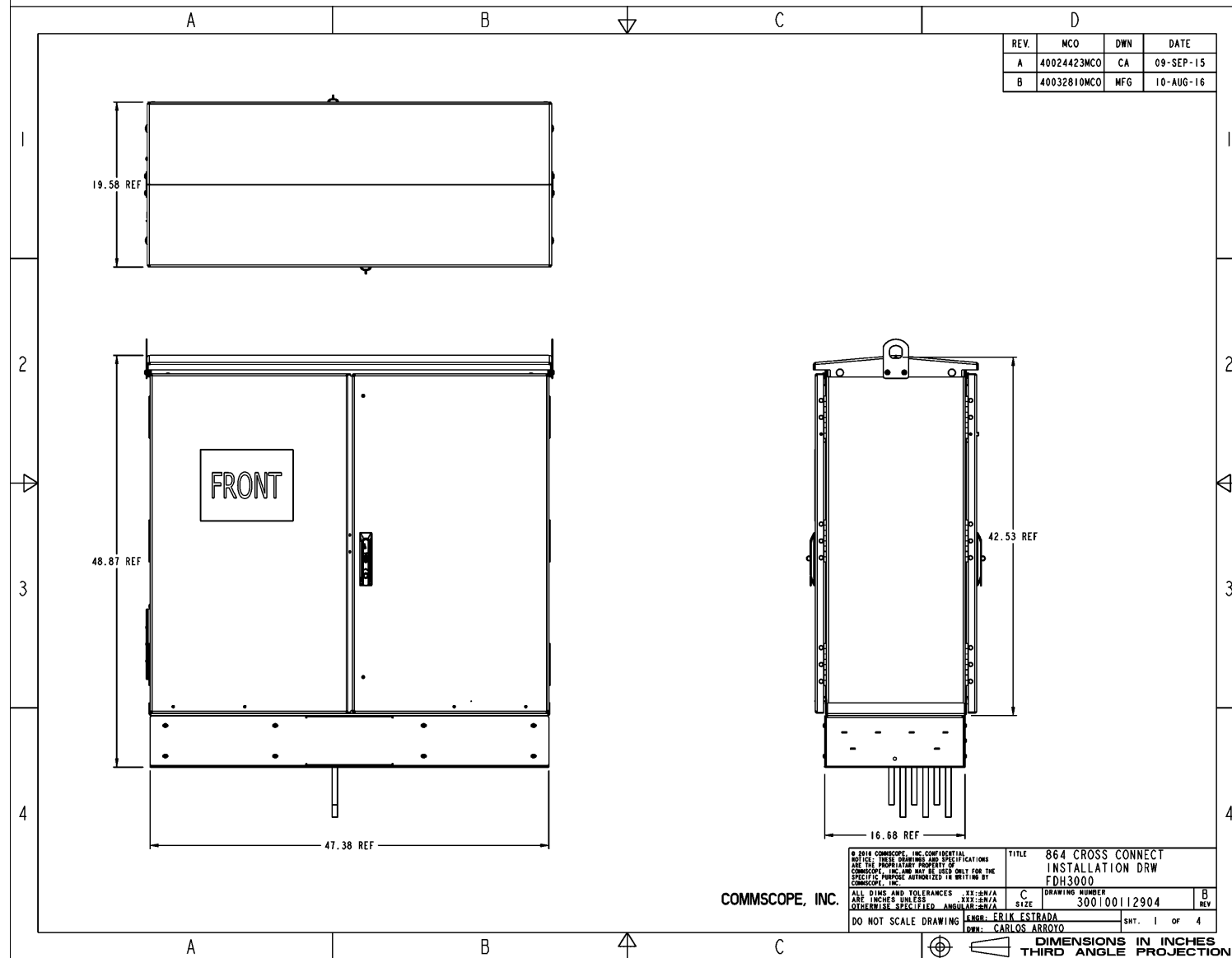
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AT&T FDH 3000  
864 CROSS-CONNECT CABINET



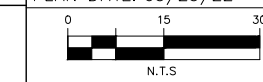
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at&t	PROJECT # A02A6JT	DATE SVC REQ'D
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DA 2219PA	GEO LOC NPANNX	WC TUXEDO
CITY: CITY OF DETROIT		
PRIMARY ENGR. ID: KD5643	PHONE#: (586)466-1024	
PRIMARY ENGR. NAME: MANZELLA, KATHERINE		
CONTRACTOR NAME: MES, JEFF BUSH @ (313)350-8316		
MES JOB#1045-22-0969		
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	PERMIT REQ'D	Y
	PRINT	03 OF 03

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## MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 19<sup>th</sup> day of January 2024, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and AT&T, a utility company ("Owner") whose address is 100 S Main St, Mt Clemens.  
MI 48043

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:

\_\_\_\_\_  
a \_\_\_\_\_

BY: Michael Henderson

PRINT NAME: Michael Henderson  
(Signature)

ITS: AT&T Associate Director OSP Engineering  
(Duly Authorized Representative)

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

BY: \_\_\_\_\_

PRINT NAME: Richard Doherty, P.E.  
(Signature)

ITS: City Engineer



**Exhibit A**

**PARCEL DESCRIPTION**

**[TO BE COMPLETED AND REPLACED]**

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**Exhibit B**

**Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities.**

**[TO BE COMPLETED AND REPLACED AS APPLICABLE TO EACH PROJECT]**

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