

November 20th, 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

Dear Honorable Body:

On April 3rd, 2023, following the instructions of Jack D. McClellan (property owner), we submitted a petition for Vacation of a portion of the Right-of-Way on Plumer Street. During staff review a fence was identified as being in the dead-end portion of the Plumer Street Right-of-Way. Following discussions, on May 30th we filed a second petition for the Vacation of the dead-end of the Plumer Right-of-Way.

Recently, following their objections, we held discussions with the electric, gas and sewer utilities. Based on these discussions we withdrew the second petition.

Instead, we are now filing a petition for an encroachment by the fence per the attached information.

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

This proposed changed petition is hereby submitted.

Sincerely,



GEOFFREY HARRISON

Principal

SDG Associates, LLC

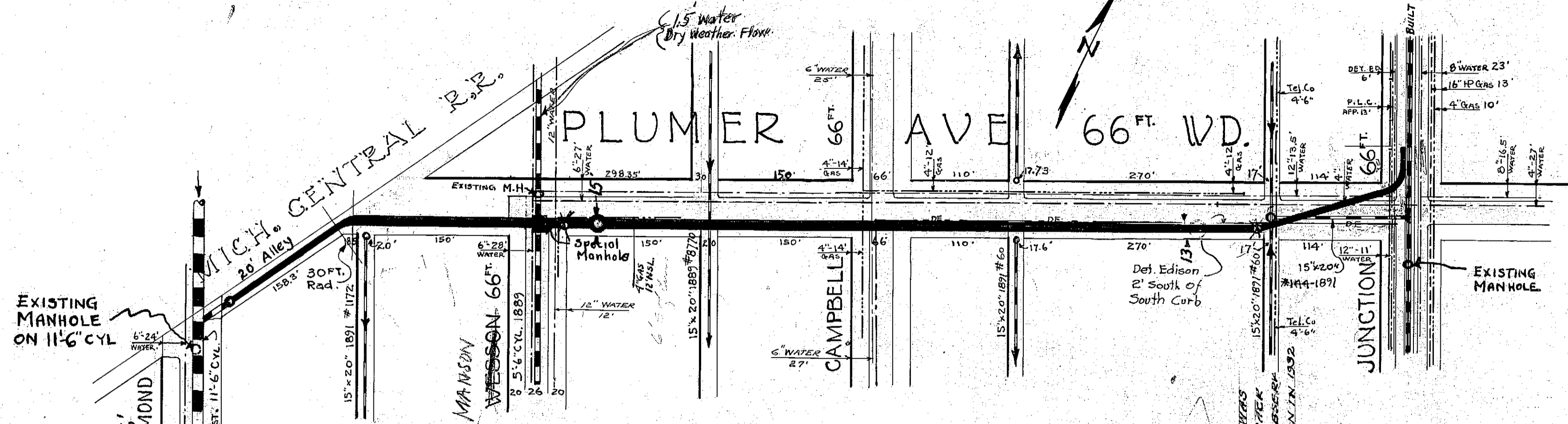
Tel: 313 961-9000

Cell: 248 761-9965

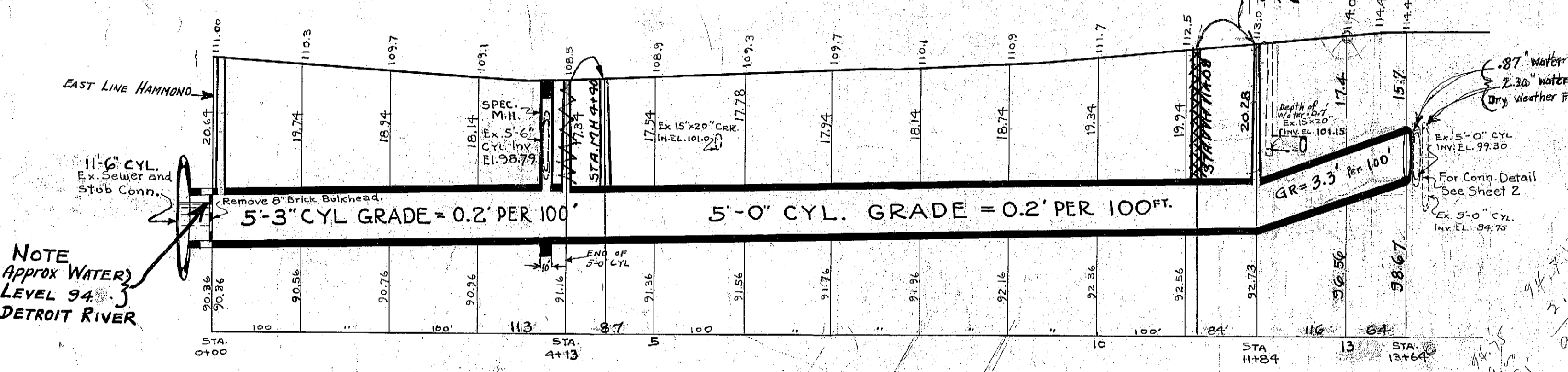
E-mail: gharrison@sdg-ssoc.com

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.

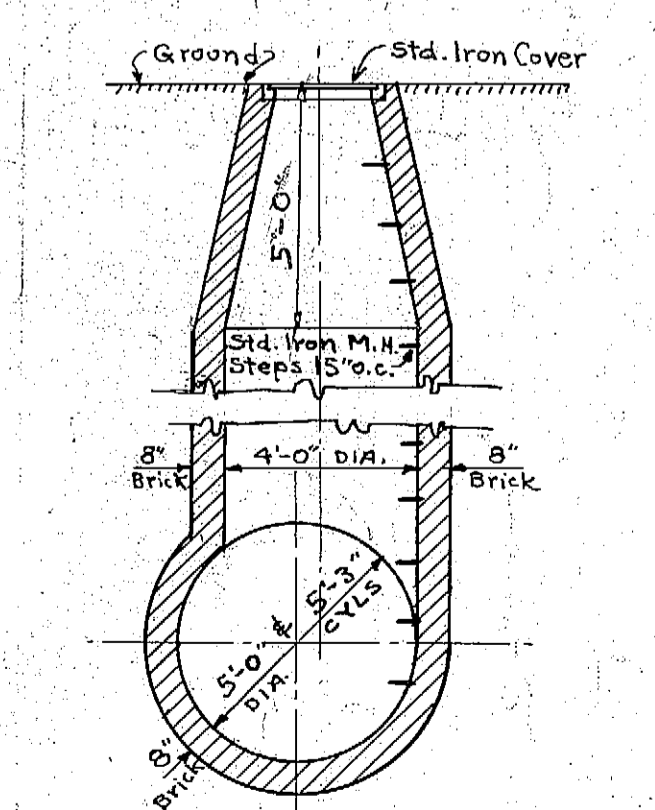


LOCATE SEWER 10 FT. N of SOUTH LINE
 15' N-S-L @ STA 4+40
 13' N-S-L @ STA 11+09



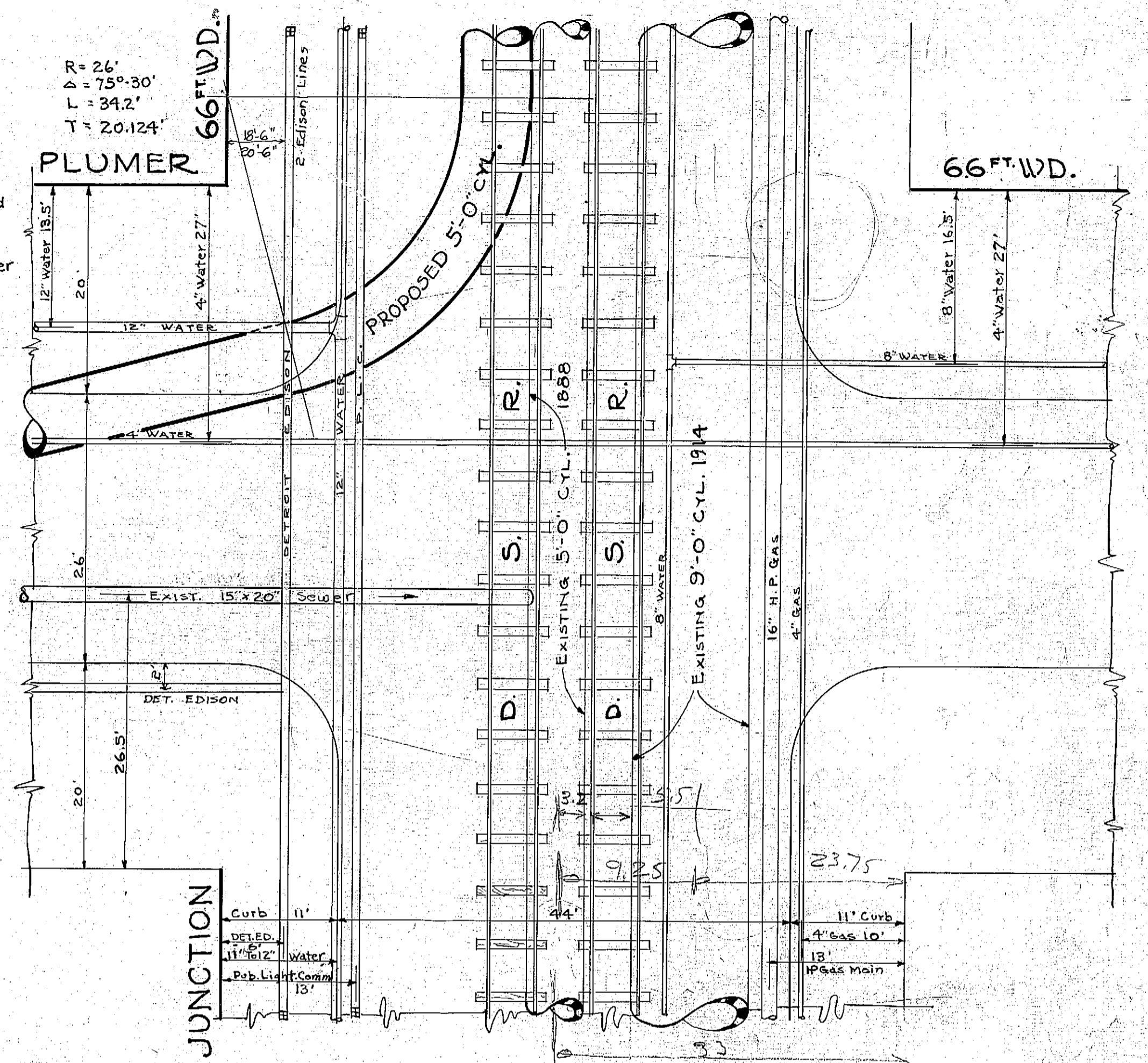
NOTE
 APPROX WATER
 LEVEL 94.3
 DETROIT RIVER

SEWER TO BE BUILT IN TUNNEL.
 WALLS TO BE 2 RING BRICK ONLY.



STANDARD M.H. DETAIL
 Scale 1" = 4'

NOTE
 The Contractor is Required
 To Notify The D.S.R. At
 Least 7 Days In Advance
 Of Any Construction Under
 Their Tracks.



LOCATION PLAN of PUBLIC UTILITIES
 Scale 1" = 10'

Each Bidder Is Expected To Examine The Drawings, To Visit The Locality Of The Work, To Make His Own Estimate Of The Facilities & Difficulties Attending The Execution Of The Work, Including Pipes, Sewers, Water Mains, Conduits, Overhead & Underground Structures, Local Conditions & All Other Contingencies Whether Or Not Indicated On The Drawings. The Location Of Public Utilities Is Taken From The Best Available Data. City Will Not Be Responsible For Variations From Locations Indicated On Drawings.

The Contractor Is To Provide & Maintain Suitable Detours Around All Shafts. Detours To Be Approved By City Engineer.

If Monolithic Concrete Is Used, Separate Aggregates Only Will Be Permitted. Forms Must Be In Strict Accordance With Article 29-D Of The Specifications & Must Be Approved By The Commissioner Of Public Works.

Excavated As Well As Construction Materials Must Be Handled In Such Manner As To Cause Least Inconvenience To Traffic. The Contractor Is Responsible For Wires, Pipes & Conduits Which May Pass Thru Shaft Holes. Materials For Shaft Construction, Type & Location Of Same To Be Approved By City Engineer.

Drainage In All Existing Sewers Must Be Fully Maintained During The Entire Construction Of This Sewer, & Also During Their Connections To This Sewer.

Where Shaft Holes Occur In Pavements Backfilling Must Be Done With Suitable Materials, Thoroughly Compacted Either By Flooding Or Tamping Or Both. The Top 18" To Be Compacted Using Crushed Stone Or Gravel.

The Unit Price For The Construction Of This Sewer Is To Include The Cost Of Using Air, Tunnel Liner Plates, All Necessary Ventilation Or Any Other Devices Which May Be Necessary To Fully Complete This Sewer Without Additional Cost To The City.

Wherever Wet Sand Or Soft Swelling Clay Is Encountered In The Bore Of Sewer The Contractor Will Be Required To Line The Tunnel Excavation With Either Steel Liner Plates Or Wood Cant Blocks Before Placing The Sewer Walls. The Contractor Will Also Be Required To Use Compressed Air Wherever Necessary. The Contractors Unit Price Includes The Cost Of Steel Liner Plates, Cant Blocks And Air.

Wherever Ground Conditions Are Such That In The Opinion Of The City Engineer Reinforcing Steel Is Needed The Contractor Is Required To Furnish And Place The Steel as Directed At A Cost Of \$0.5 Per Pound In Place.

If Necessary The City Engineer May Direct The Contractor To Place Grout Pipes In Sewer Walls And Force Grout In Back Of The Finished Work At Stated Intervals. All Grout Work Required Will Be Paid For at a Rate of \$1.00 Per Cu. Ft.

THE CONTRACTOR IS TO FURNISH & DISPLAY AT EACH SHAFT A SUBSTANTIAL PAINTED WOODEN SIGN BOARD 5'x7' OUTSIDE DIMENSIONS TO INCLUDE THE UNDERSCORED WORDS IN THE TITLE BLOCK

SHEET No 1 of 2

PLUMER AVE. STORM RELIEF ARM

EAST of HAMMOND

LOCATED IN PLUMER BETWEEN HAMMOND AND JUNCTION

TOTAL LENGTH OF SEWER = 1391 FT. MORE OR LESS

" " " 5-3" CYL. = 403. " " "

" " " 5-0" " = 978. " " "

3-STANDARD MANHOLES WITH IRON STEPS

1-SPECIAL

5-24" PORT-HOLE CONNECTIONS

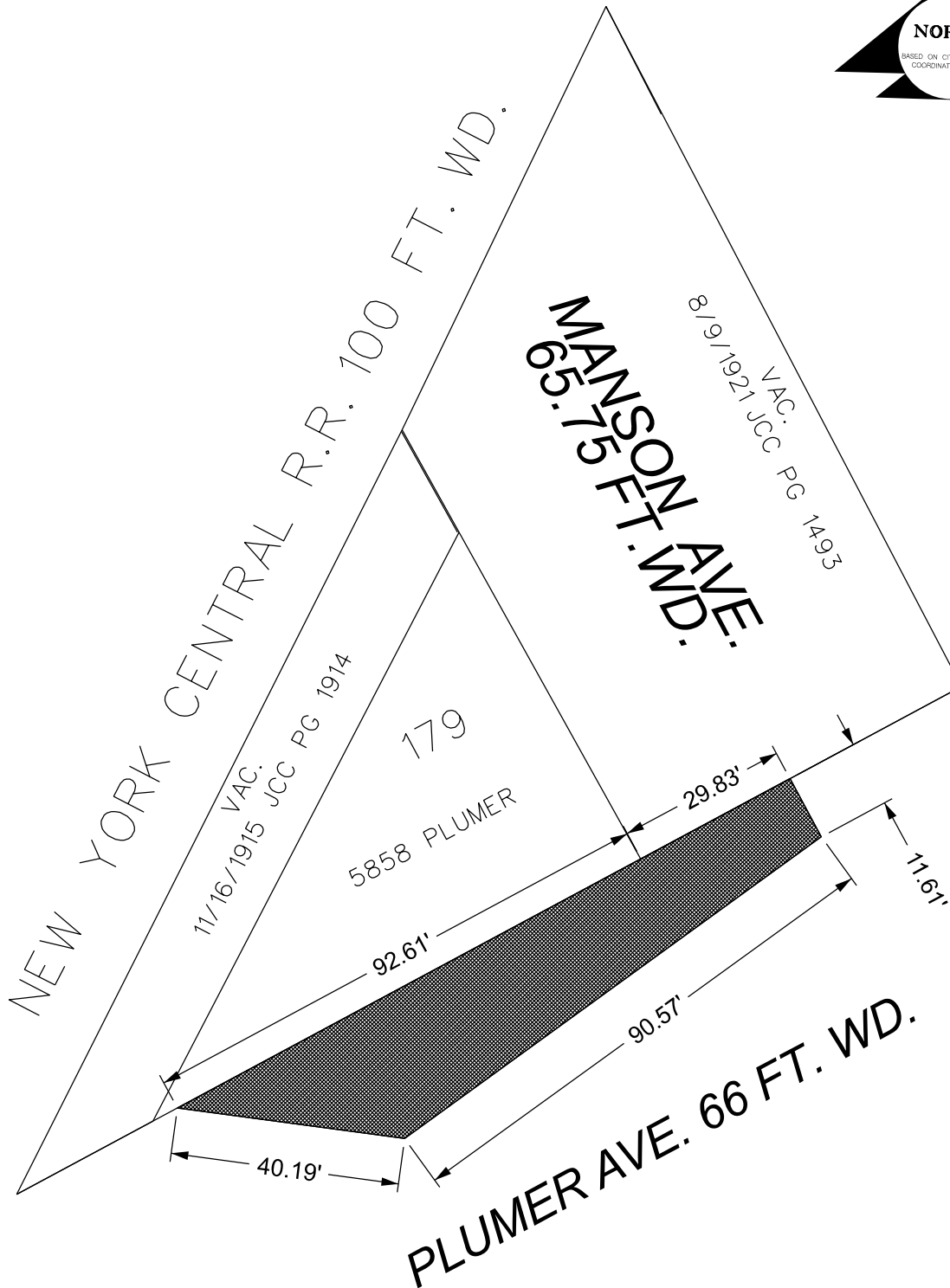
Completed - March - 13 - 1930
 A. Rossi - Contractor

CITY OF DETROIT 19333
DEPARTMENT OF PUBLIC WORKS
 CITY ENGINEER'S OFFICE
 1928

SCALE	HORIZ. 1"=10'	COMPUTED	DRAWN	TRACED	CHECKED	DRAWING NO. 1217
	VERT. 1"=100'	A.R.S.	L.F.	L.F.	L.F.	

CORRECTED
 BOOKED 4-3-30
 J.M.

Note book #249
 5-560



- REQUEST ENCROACHMENT

(FOR OFFICE USE ONLY)

CARTO 12 E

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	LC	CHECKED	AP		
DATE	01-19-2024	APPROVED	JD		

**REQUEST ENCROACHMENT
INTO PLUMER AVE.
AT 5858 PLUMER**

**CITY OF DETROIT
CITY ENGINEERING DIVISION
SURVEY BUREAU**

JOB NO. 23-169

DRWG. NO.

EXHIBIT

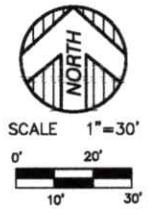
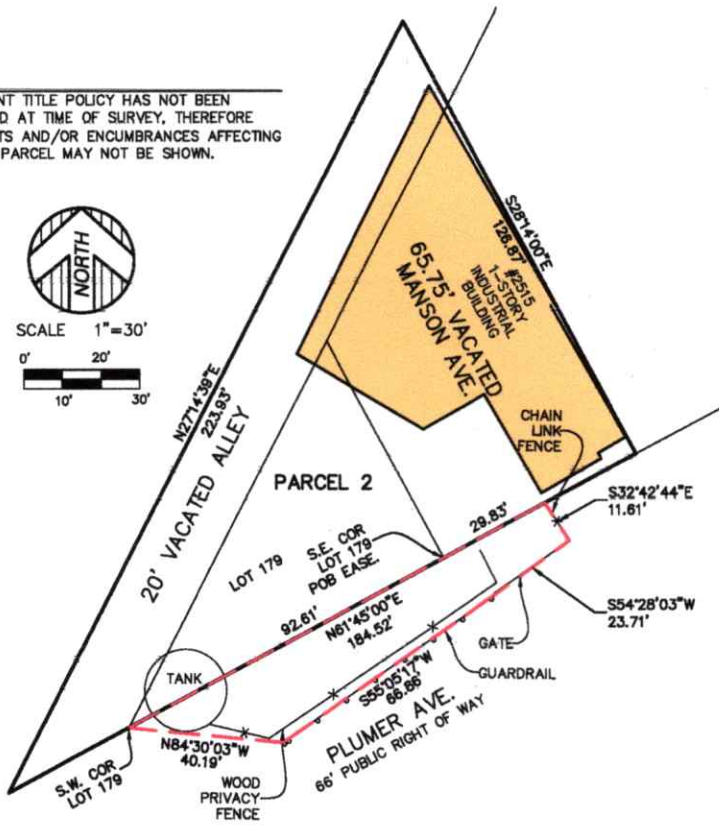
PROPERTY DESCRIPTION:

EASEMENT FOR FENCE: LOCATED WITHIN PLUMER AVENUE 66 FOOT RIGHT AWAY THE LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 179 OF LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171; THENCE NORTH 81 DEGREES 45 MINUTES 00 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF PLUMER AVENUE 29.83 FEET TO A CHAIN LINK FENCE; THENCE ALONG SAID CHAIN LINK FENCE SOUTH 32 DEGREES 42 MINUTES 44 SECONDS EAST 11.61 FEET TO A CORNER IN SAID CHAIN LINK FENCE; THENCE ALONG SAID CHAIN LINK FENCE SOUTH 54 DEGREES 28 MINUTES 03 SECONDS WEST 23.71 FEET TO A GUARDRAIL; THENCE ALONG SAID GUARDRAIL SOUTH 55 DEGREES 05 MINUTES 17 SECONDS WEST 66.86 FEET TO THE END OF SAID GUARDRAIL; THENCE ALONG A LINE TANGENT TO AN EXISTING STEEL TANK NORTH 84 DEGREES 30 MINUTES 03 SECONDS WEST 40.19 FEET TO THE SOUTHWEST CORNER OF LOT 179 OF LEAVITT'S SUBDIVISION OF PART OF PRIVATE CLAIMS 574 AND 171; THENCE NORTH 61 DEGREES 45 MINUTES 00 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF PLUMER AVENUE 92.61 FEET TO THE POINT OF BEGINNING.

NOTE:

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.



KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
 A GROUP OF COMPANIES

Eastpointe (800) 295.7222 FAX: (588) 772.4048	Detroit (313) 758.0877 FAX: (588) 772.4048	Ann Arbor (734) 994.0888 FAX: (734) 994.0887	Grand Blanc (888) 694.0001 FAX: (810) 694.9995
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www.kemtecagroupofcompanies.com

PREPARED FOR: JC BEAL CONSTRUCTION, LLC.

FIELD SURVEY: N/A	DATE: NOVEMBER 22, 2023
DRAWN BY: JDM	SHEET: 1 OF 1
SCALE: 1" = 30'	JOB NO.: 22-03245

EXHIBIT

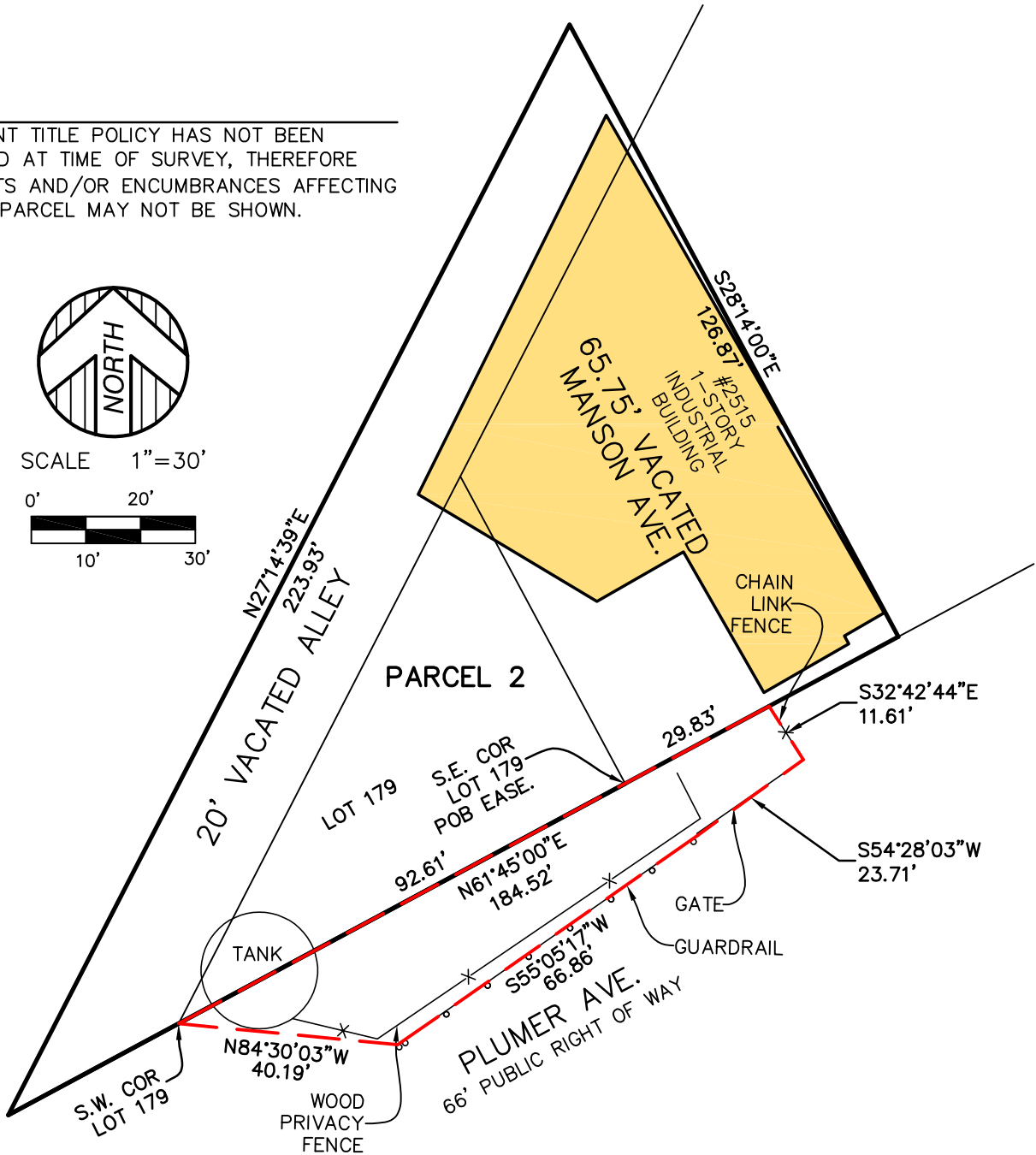
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FIELD SURVEY: N/A		DATE: NOVEMBER 22, 2023	
DRAWN BY: JDM		SHEET: 1 OF 1	
SCALE: 1" = 30'		JOB NO.: 22-03245	

On Mon, Jan 22, 2024, 5:10 PM from Anthony Conley at JC Beal,
From the fence 10 ft back is all dirt then after 10 ft back it's kind of cut up a little bit some concrete mostly dirt.







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