

Detroit Water and Sewerage Department

Central Services Facility 6425 Huber Street, Detroit, MI 48211

313-267-8000 • detroitmi.gov/DWSD

Letter of Transmittal

Date:					
Petition Map:					
	Outright Vacation		Dedication		Berm Use
	Conversion to Easement		Encroachment		Temporary Closing
		wed	by this office. Please see below for the re	eviev	w status as marked.
	Approved Subject to Attached Provisions Not Approved		Revise and Resubmit		
Addition	al Comments (if applicable):				

Attached is the DWSD provision related to the petition.

	Name	Title	Signature	Date
Reviewed by:			Mohammad Siddique	
Approved by:			.For Syed Mohammad Siddigus Ali	

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.

Rev: 9/27/2023



May 18, 2023

Honorable Detroit City Council C/o Detroit City Clerk 200 Coleman A. Young Municipal Center 2 Woodward Avenue Detroit, Michigan 48226

RE: Giffels Webster - Petition requesting encroachments of public rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 on behalf of Detroit & Northern LLC, 401 S Washington sq. Suite 102, Lansing, Michigan, respectfully requests the following encroachments into the public rights-of-way in the block bounded by Griswold Street, Michigan Avenue, State Street, Washington Boulevard:

• Proposed above ground encroachment for a balcony from 117.00 feet above grade to 122.75 feet above grade extending into the Griswold Street and Public Alley right-of-way.

See referenced Exhibit for details.

Limits of the requested encroachments can be found in the attachment, enclosed herein.

If you should have any questions, please do not hesitate to contact me at (P) 313.962.4442 (M) 508.654.7845 or at levans@giffelswebster.com.

Respectfully,

Leon Evans P.E., Project Manager Giffels Webster



May 18, 2023

Honorable Detroit City Council C/o Detroit City Clerk 200 Coleman A. Young Municipal Center 2 Woodward Avenue Detroit, Michigan 48226

RE: Giffels Webster - Petition requesting encroachments of public rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 on behalf of Detroit & Northern LLC, 401 S Washington sq. Suite 102, Lansing, Michigan, respectfully requests the following encroachments into the public rights-of-way in the block bounded by Griswold Street, Michigan Avenue, State Street, Washington Boulevard:

• Proposed below ground encroachment for an existing vault from 0 feet to 13.5 feet below grade into Griswold Street right-of-way.

See the referenced Exhibit for details.

Limits of the requested encroachments can be found in the attachment, enclosed herein.

If you should have any questions, please do not hesitate to contact me at (P) 313.962.4442 (M) 508.654.7845 or at levans@giffelswebster.com.

Respectfully,

ullas

Leon Evans P.E., Project Manager Giffels Webster



May 24, 2023

Honorable Detroit City Council C/o Detroit City Clerk 200 Coleman A. Young Municipal Center 2 Woodward Avenue Detroit, Michigan 48226

RE: Giffels Webster - Petition requesting encroachments of public rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 on behalf of Detroit & Northern LLC, 401 S Washington sq. Suite 102, Lansing, Michigan, respectfully requests the following encroachments into the public rights-of-way in the block bounded by Griswold Street, Michigan Avenue, State Street, Washington Boulevard:

- Proposed at grade encroachment for a trench drain into Griswold Street right-of-way.
- Proposed below grade encroachment for a storm pipe into Griswold Street right-of-way.

See the referenced Exhibit for details.

Limits of the requested encroachments can be found in the attachment, enclosed herein.

If you should have any questions, please do not hesitate to contact me at (P) 313.962.4442 (M) 508.654.7845 or at levans@giffelswebster.com.

Respectfully,

ullas

Leon Evans P.E., Project Manager Giffels Webster



July 31, 2023

Honorable Detroit City Council C/o Detroit City Clerk 200 Coleman A. Young Municipal Center 2 Woodward Avenue Detroit, Michigan 48226

RE: Giffels Webster - Petition requesting encroachments of public rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 on behalf of Detroit & Northern LLC, 401 S Washington sq. Suite 102, Lansing, Michigan, respectfully requests the following encroachments into the public rights-of-way in the block bounded by Griswold Street, Michigan Avenue, State Street, Washington Boulevard:

- Proposed above ground encroachment for building elements from 0.00 feet above grade to 7.00 feet above grade (approx.) extending into the Griswold Street and Public Alley right-of-way.
 - These building elements shall include a GFRC or GFRP cladding material on the existing columns, and a granite base at the sidewalk level, to cover them for aesthetic purposes and for making the building watertight.
- Proposed above ground encroachment for building elements from 21.00 feet above grade to 23.00 feet above grade extending into the Griswold Street and Public Alley right-of-way.
 - These building elements shall include a GFRC/GFRP water table projection.
- Proposed above ground encroachment for building elements from 93.00 feet above grade to 97.00 feet above grade extending into the Griswold Street and Public Alley right-of-way.
 - These building elements shall include a balcony with GFRC/GFRP cladding and guardrail made from glass and metal.

See referenced Exhibits for details.

Limits of the requested encroachments can be found in the attachment, enclosed herein.

If you should have any questions, please do not hesitate to contact me at (P) 313.962.4442 or at levans@giffelswebster.com.

Respectfully,

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Leon Evans, PE Project Manager

MAINTENANCE AGREEMENT

This agreement is made and entered into, this _____ day of _____, 2023_, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and Detroit & Northern LLC, a Michigan Limited Libability Company ("Owner"), whose address is 401 S. Washington Square, Suite 102, Lansing, MI 48933.

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 building described in <u>Exhibit A</u> attached hereto (the "Building"). City owns certain property adjacent to the Building. Inasmuch as persons entering or exiting from the Building may use the City-owned property, and/or to the extent that certain services benefiting the Building (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 <u>Exhibit B</u> 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, 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 Building or grants a mortgage lien or security interest in the Building 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 Building or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Building, 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:

Detroit	& Northern LLC	
a_Michig	gan Limited Liability Company	
BY:	ME: ELCHARD KARP	
ITS:	ADMORIZED AGENT	
	(Duly Authorized Representative)	

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

BY:		
	(Signature)	
PRINT NAME:		
ITS:		

Exhibit A

BUILDING DESCRIPTION

[TO BE COMPLETED AND REPLACED]

<u>Exhibit B</u>

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

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

.

EXHIBIT "A"

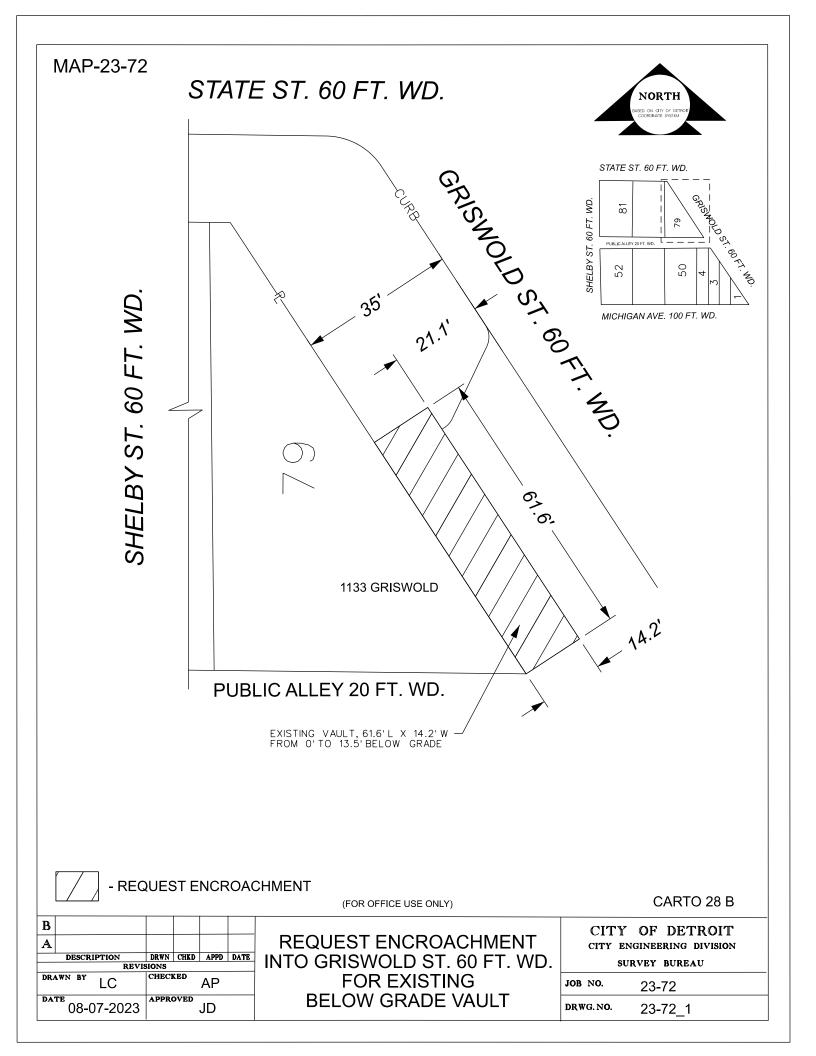
LEGAL DESCRIPTION PER TAX RECORDS

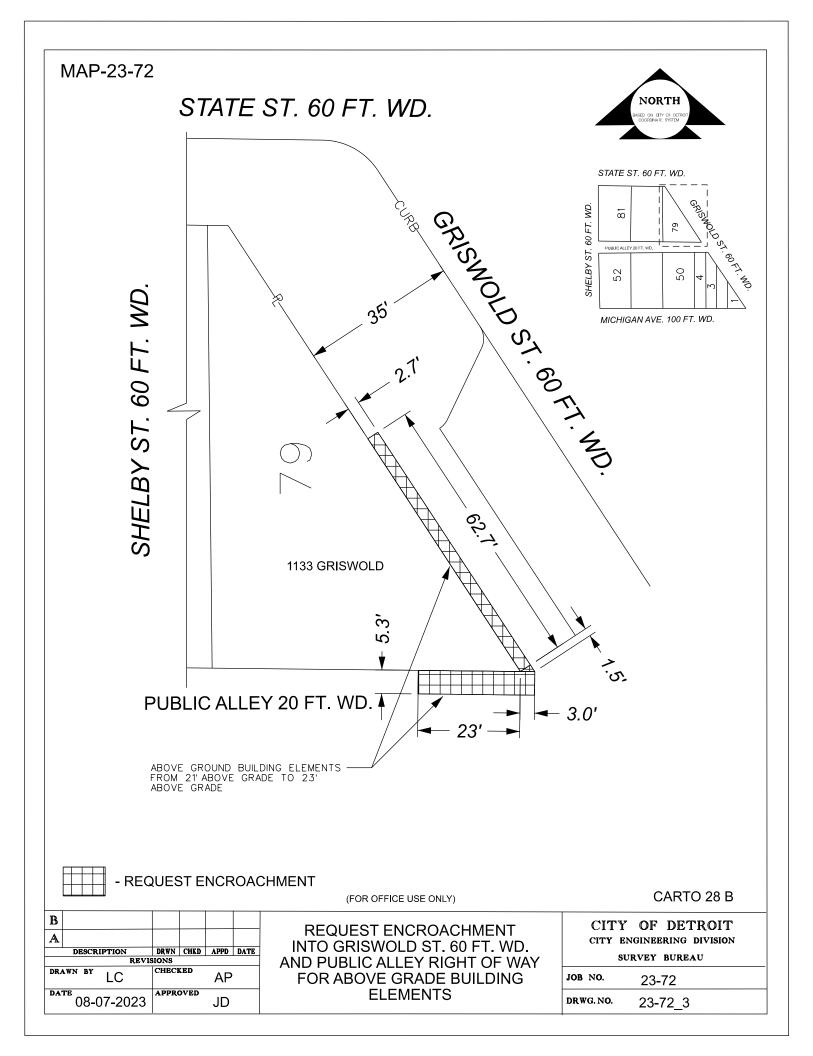
1133 GRISWOLD

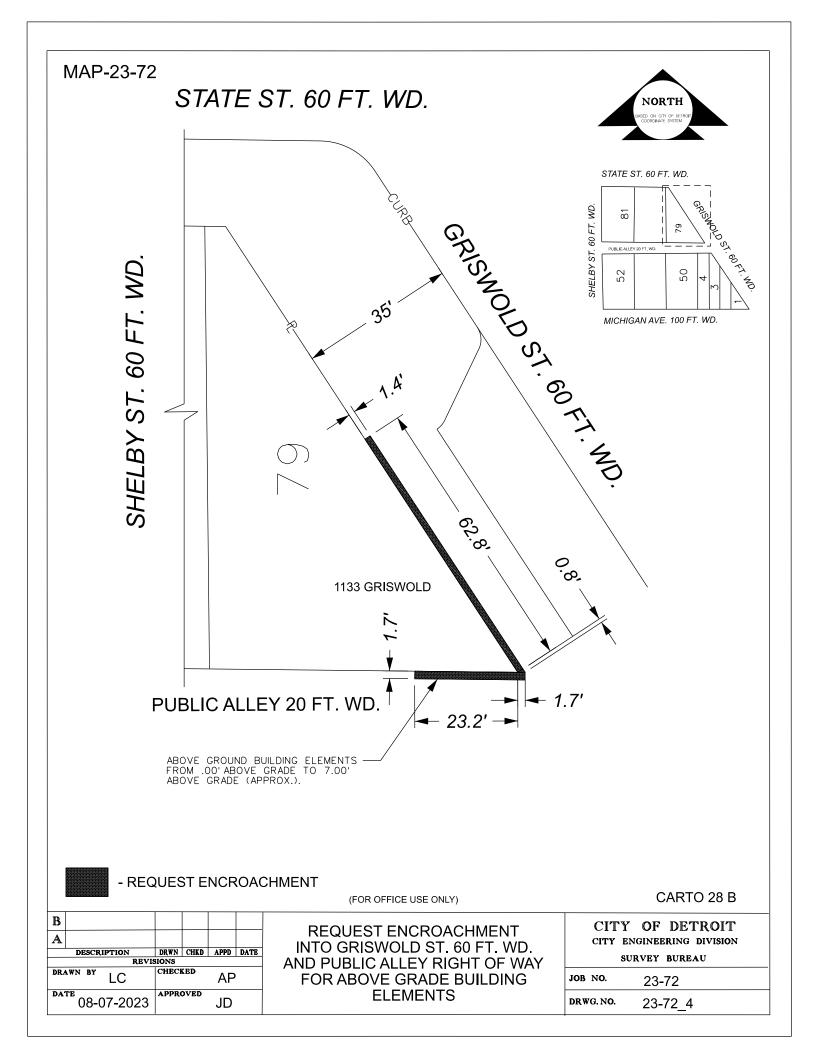
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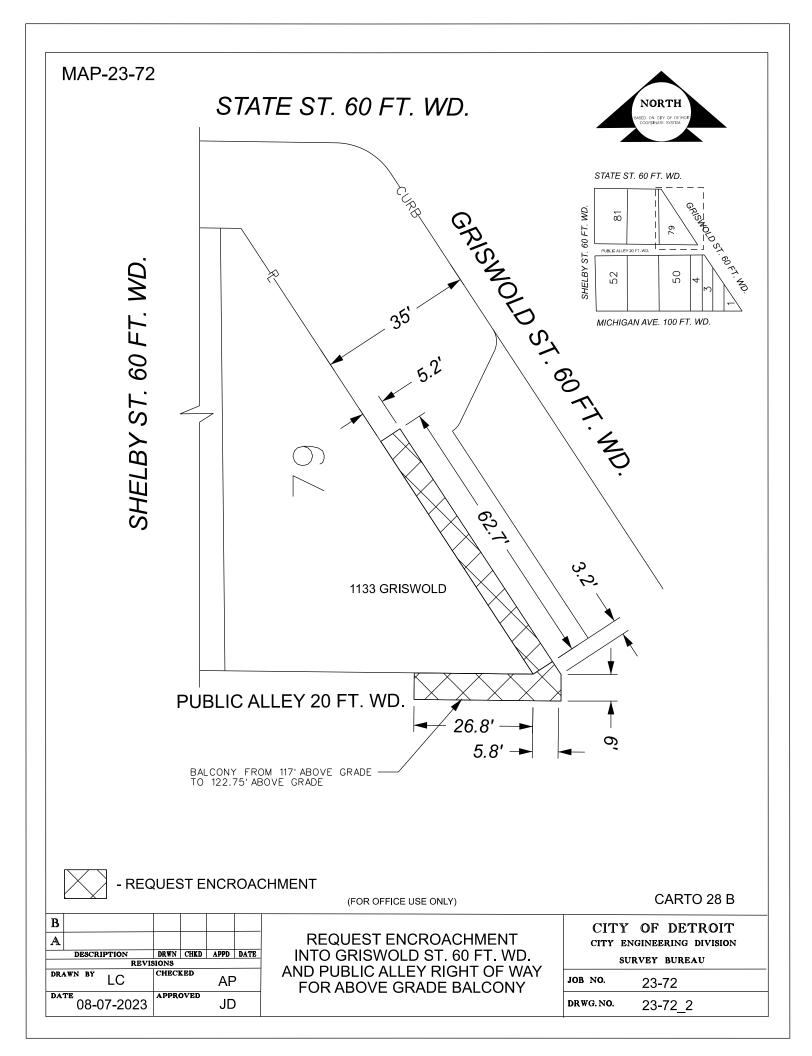
LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

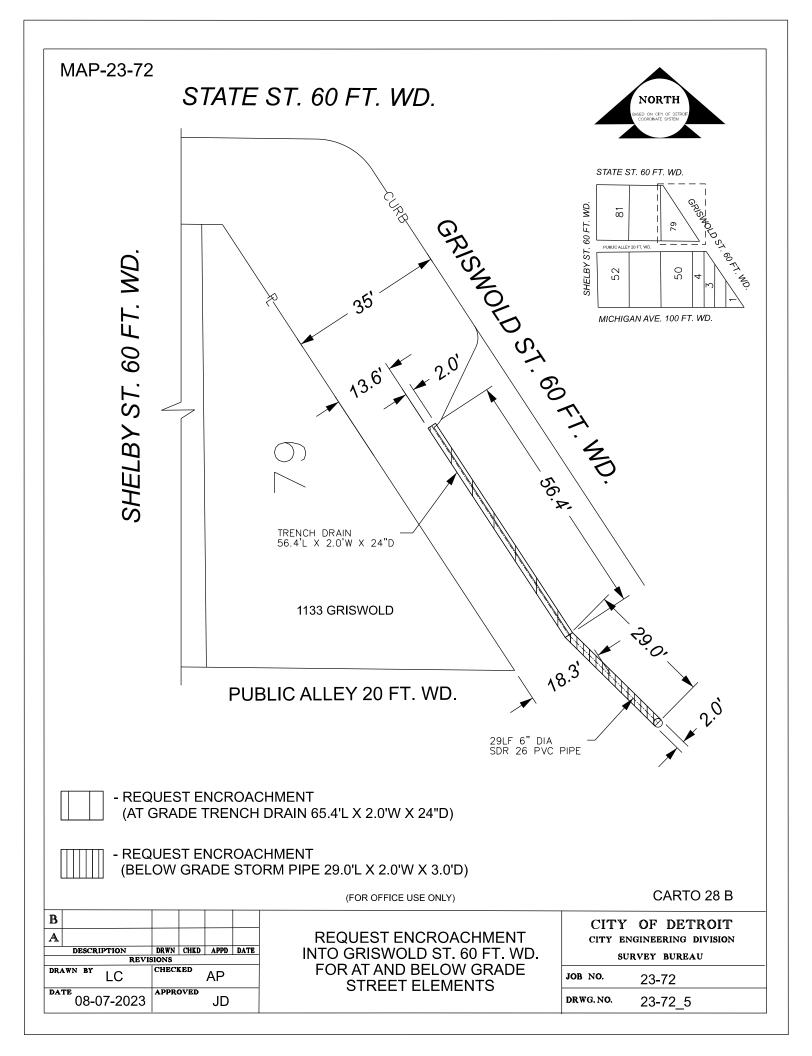
THAT PART OF LOT 79, SECTION 8, GOVERNOR AND JUDGES PLAN OF THE CITY OF DETROIT, BOUNDED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 79, RUNNING THENCE NORTH 42.61 FEET TO THE SOUTHERLY LINE OF A BRICK BUILDING OWNED BY THE HEIRS OF RICHARD INGLIS; THENCE NORTH 73 DEGREES 10 MINUTES EAST 37.12 FEET TO THE WESTERLY LINE OF GRISWOLD STREET; THENCE SOUTH 32 DEGREES 54 MINUTES EAST ALONG THE WESTERLY LINE OF GRISWOLD STREET 63.78 FEET TO THE NORTHERLY LINE OF THE ALLEY SOUTH OF SAID LOT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY 69.46 FEET TO THE PLACE OF BEGINNING. THIS DESCRIPTION SHALL EMBRACE ALL OF SAID LOT 79 EXCEPT THAT PORTION OF SAID LOT CONVEYED BY WILLIAM JOHNSTON AND WIFE TO RICHARD INGLIS BY DEED BEARING DATE OF APRIL 25, 1872, SAID DEED BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WAYNE COUNTY IN LIBER 162 OF DEEDS, PAGE 33.





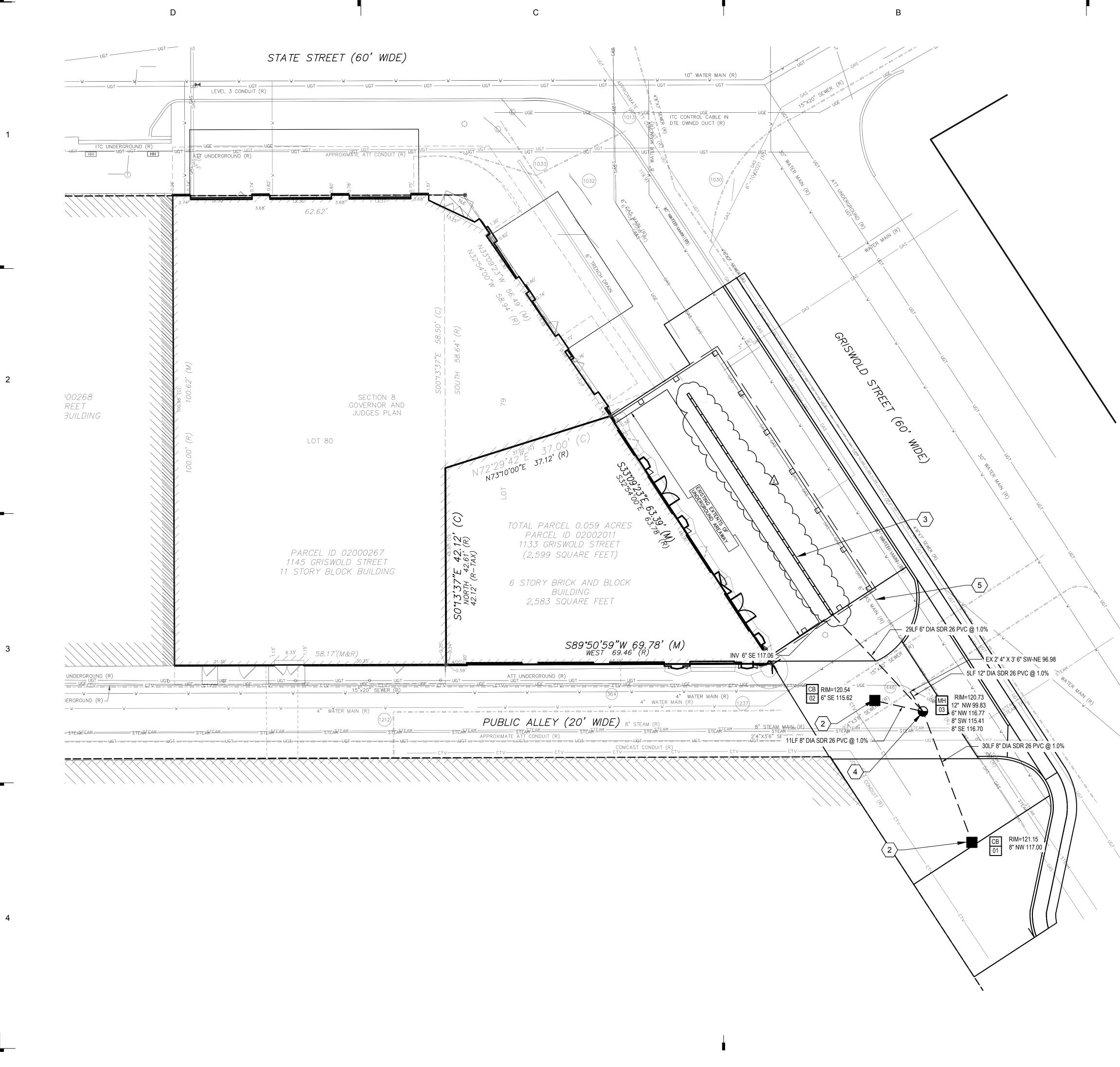


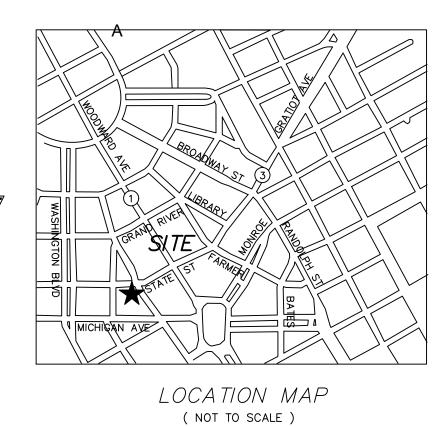


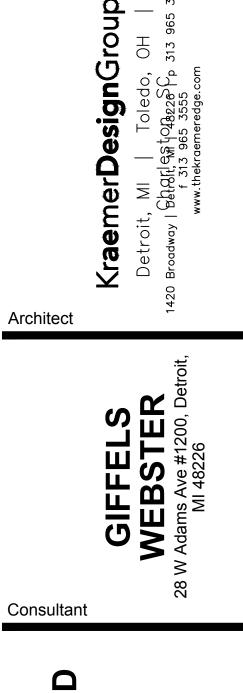


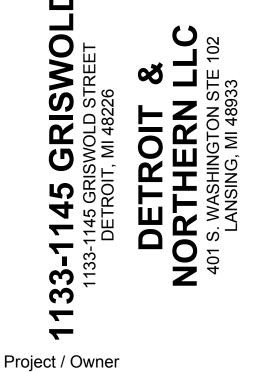












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DRAINAGE REVISIONS 🛆 09-07-2023 PLAN REVIEW COMMENTS 08-18-2023

SITE PLAN PROGRESS SET 03-28-2023

06-28-2023

06-01-2023

05-01-2023

Date

WITHOUT THE WRITTEN AUTHORIZATION OF KRAEMER DESIGN

UTILITY PLAN - LEGEND

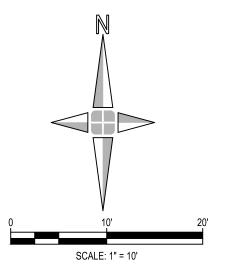
STORM SEWER SANITARY SEWER PERFORATED DRA WATER SERVICE UNDERGROUND ELEC GAS SERVICE COMMUNICATIONS FIRE HYDRANT STOP BOX AND VALVE FIRE DEPARTMENT CONNECTION CATCH BASIN SANITARY SEWER DRAIN STORM CLEANOUT SANITARY MANHOLE STORM MANHOLE STORM SEWER CLEANOUT 0

UTILITY PLAN - KEY NOTES

- EXISTING RIGHT OF WAY
- 2
 - PROVIDE AND INSTALL NEW CATCH BASIN PER DWSD STANDARDS AND SPECIFICATIONS.
- PROVIDE AND INSTALL 57 LF ACO K-100S STAINLESS STEEL TRENCH DRAIN WITH 445446 ADA STAINLESS STEEL GRATE OR APPROVED EQUAL. $\langle 3 \rangle$ NEW 4'-0" DIA, 21 FOOT DEEP (APPROX.) OFFSET CONCRETE MANHOLE WITH EXTERNAL DROP CONNECT(S) PER DWSD STANDARDS. SEE DETAIL ON SHEET C-820. $\langle 4 \rangle$
- $\langle 5 \rangle$ PROTECT EXISTING UTILITY THROUGHOUT CONSTRUCTION, TYP.

CAPACITY CALCULATIONS

EX. 2'-4" X 3'-6" PUBLIC COMBINED SEWER @ 3.00% = ~71.04 CFS 50% CAPACITY = ~ 35.52 CFS COMBINED: 6.54 CFS < 35.52 CFS, THEREFORE OK



Sheet Number

UTILITY PLAN

C-700

Project Number

GROUP, LLC.

Sheet Title

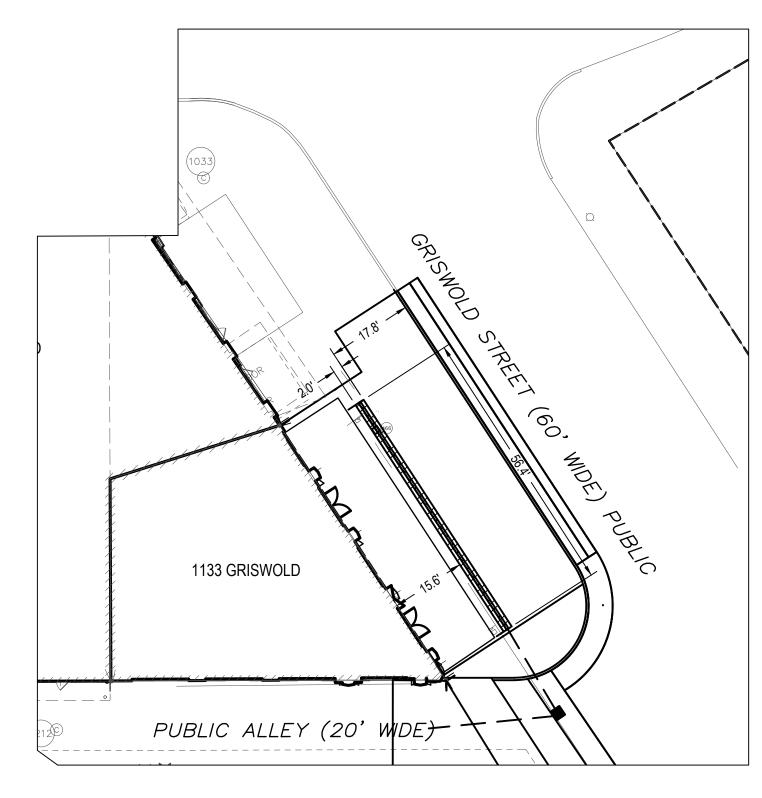
PLAN REVIEW

BID

PERMIT

Revision

Date



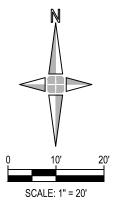


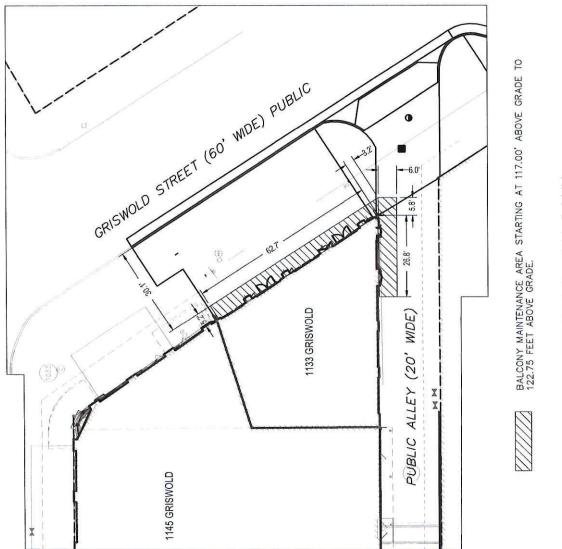
TRENCH DRAIN MAINTENANCE AREA STARTING AT GRADE.

EXHIBIT B - TRENCH DRAIN



2023-12-07

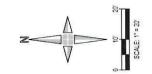


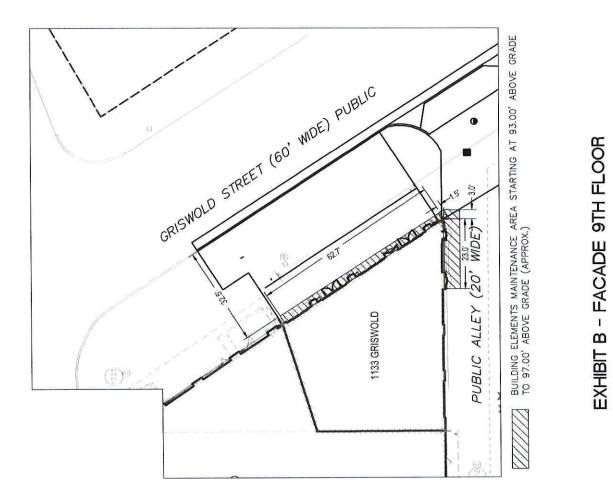




2023-06-13

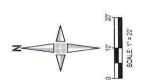


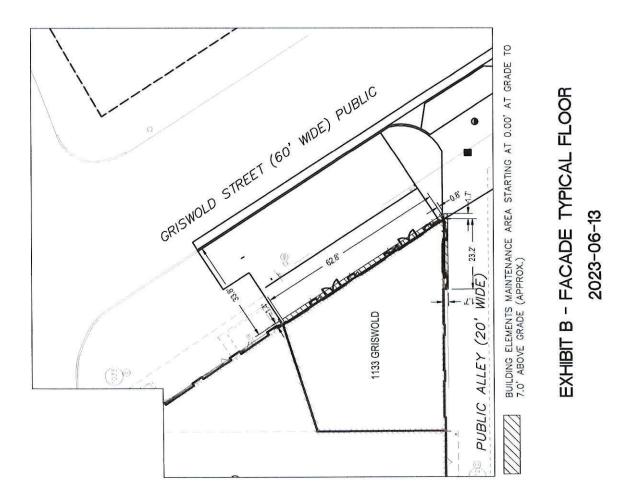




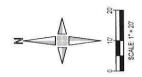


2023-06-13













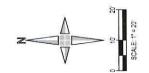
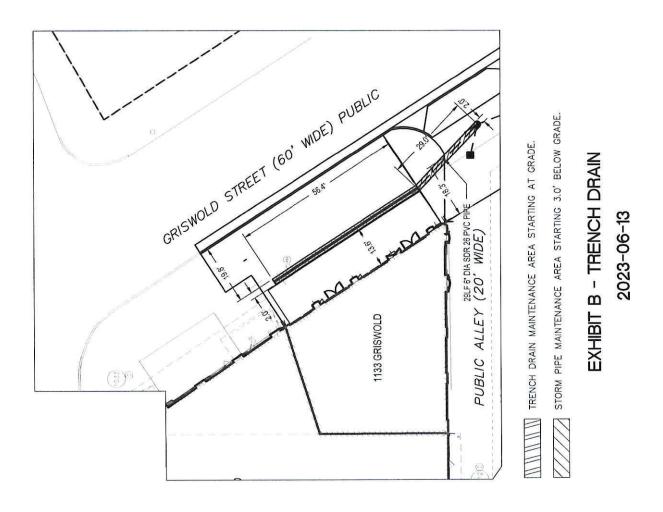


EXHIBIT B - FACADE

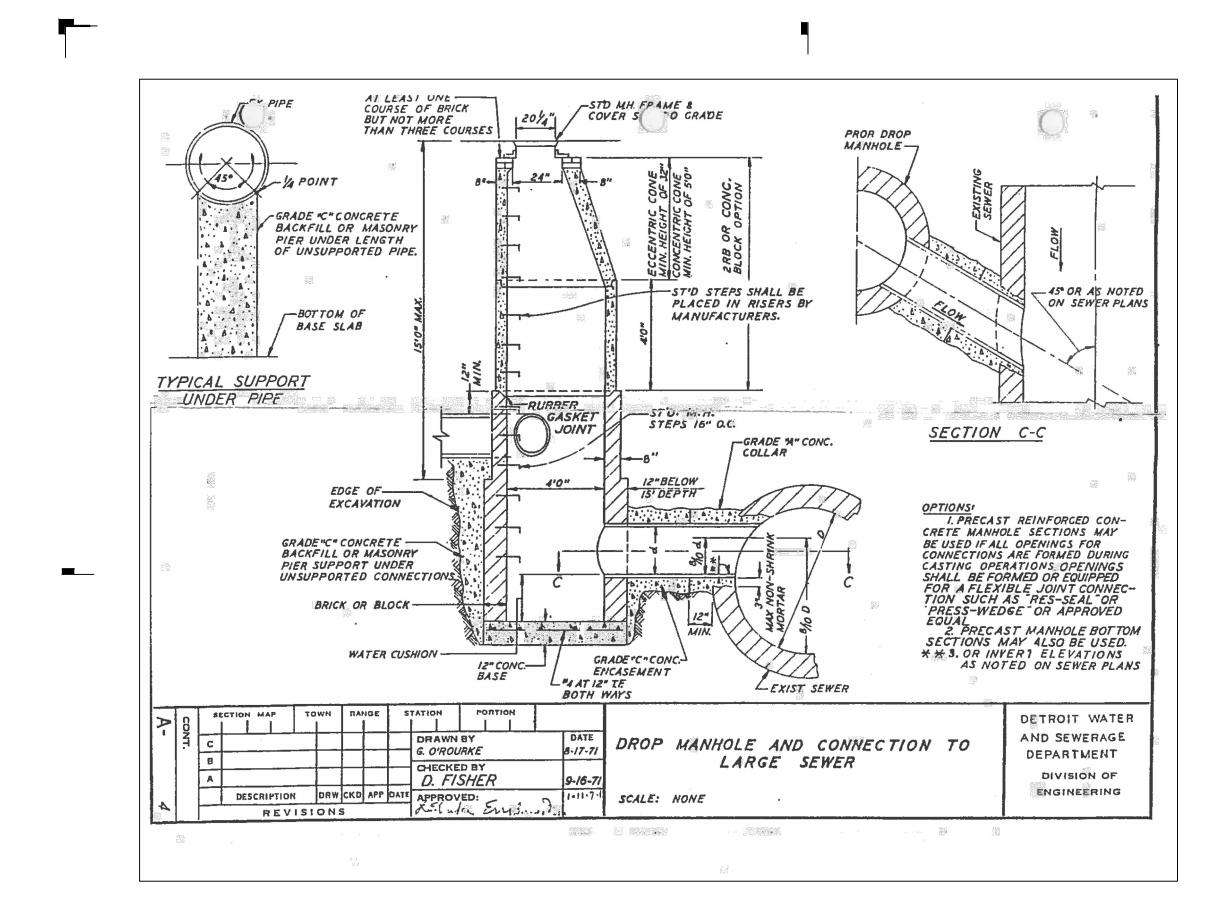
2023-06-13

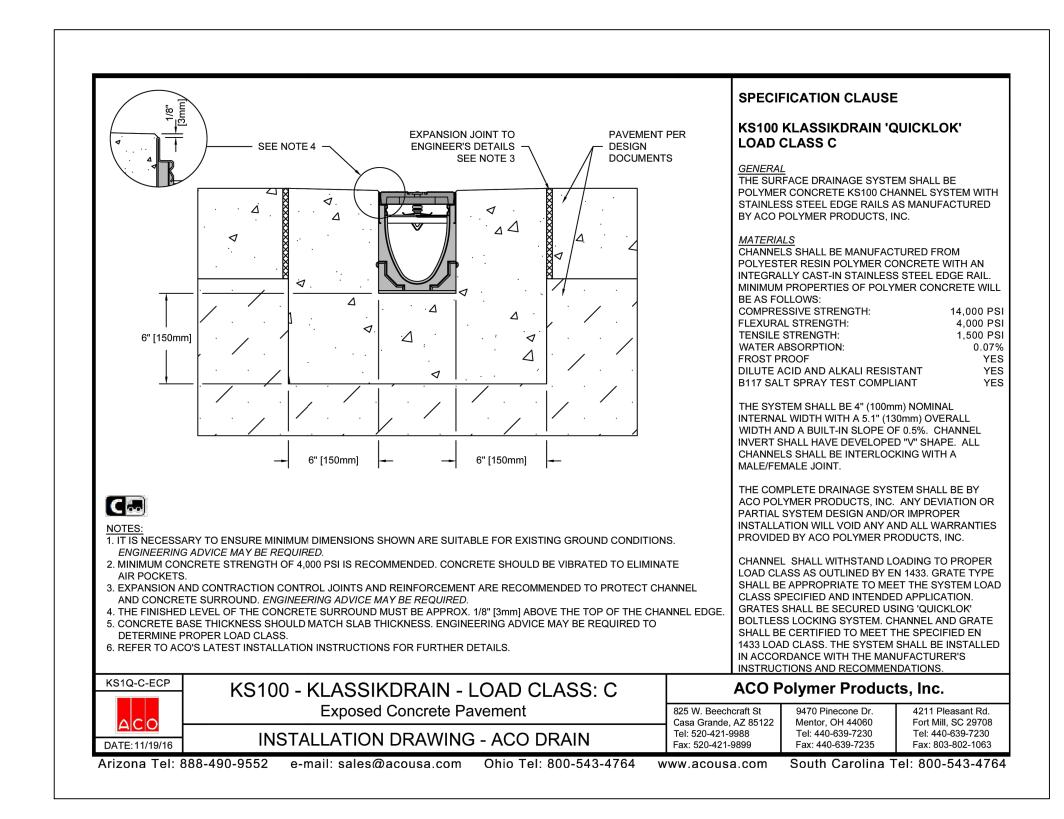


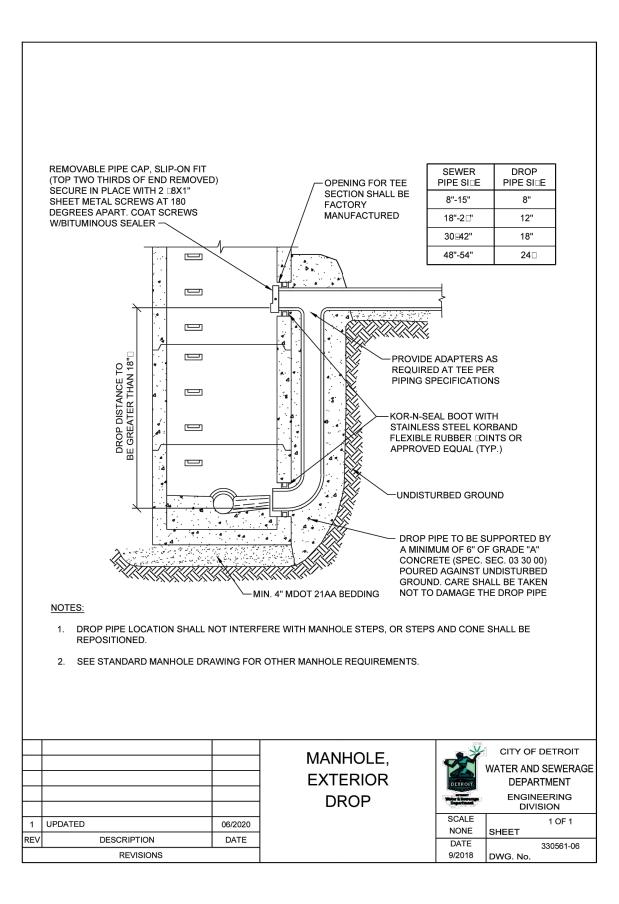


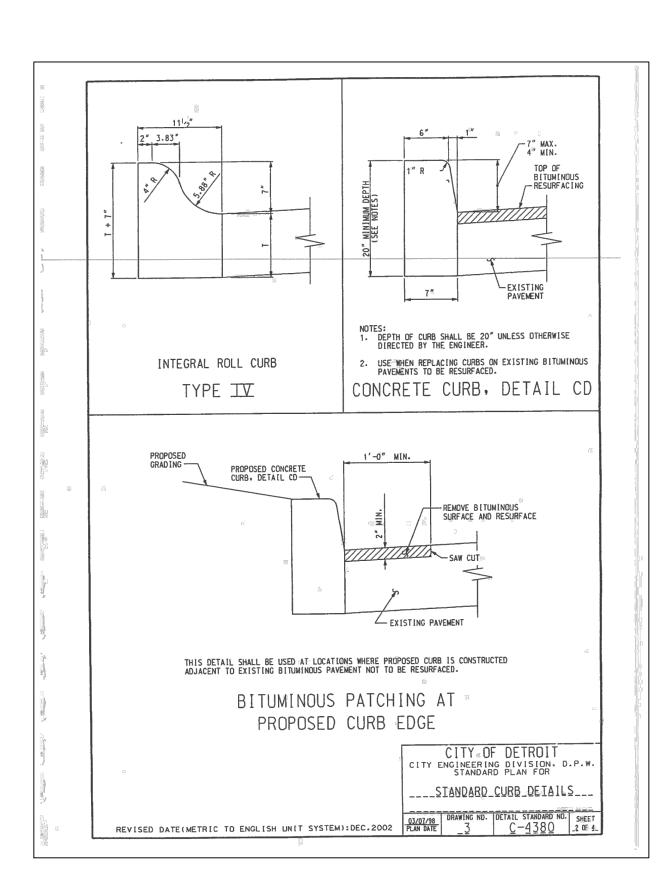


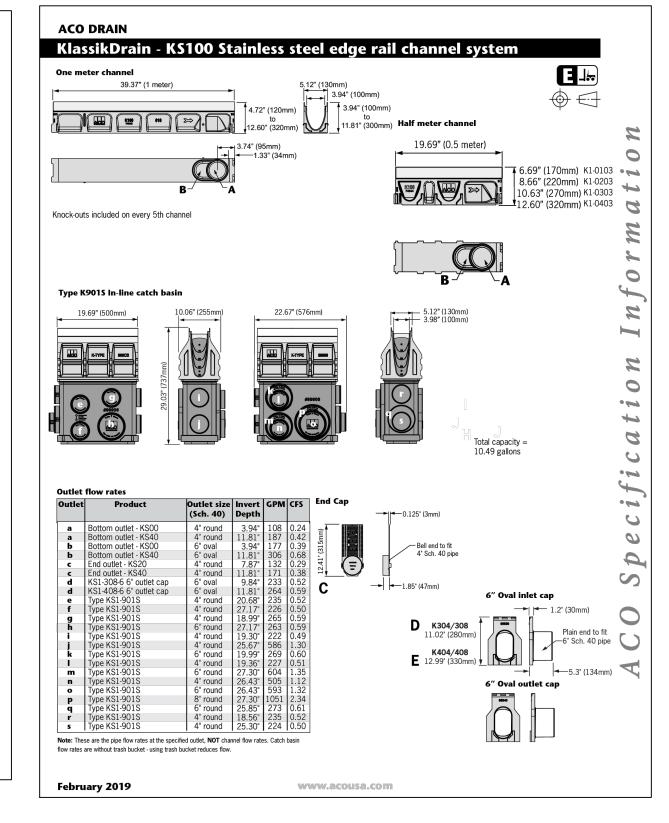


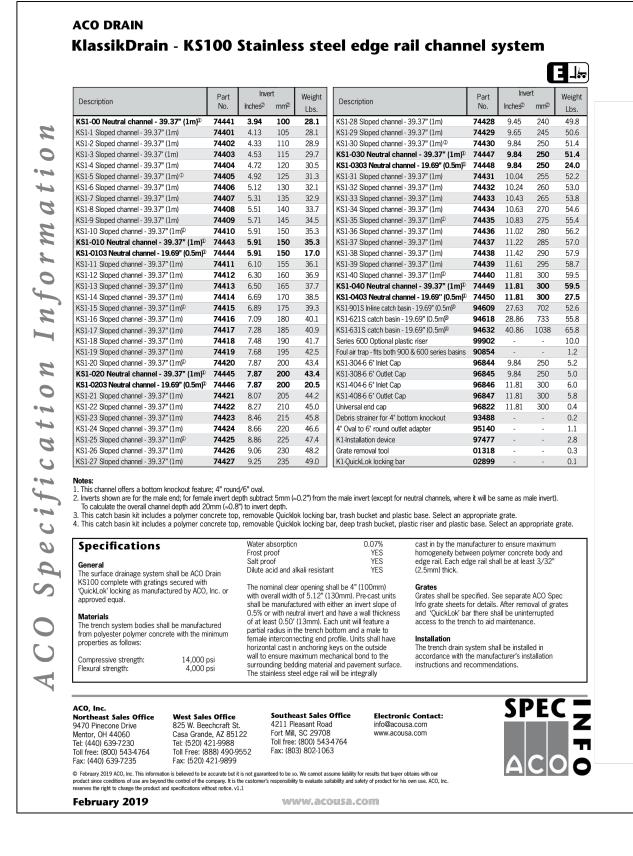
















Sheet Title

Project Number

PLAN REVIEW

BID

PERMIT	05-01-2023
SITE PLAN PROGRESS SET	03-28-2023
Revision	Date
Date	

DRAINAGE REVISIONS 09-07-2023 PLAN REVIEW COMMENTS 08-18-2023

06-28-2023

06-01-2023

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Project / Owner

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Consultant GRISWOI **45** 45 GRI

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Kr**ae**mer**Design**Group

Architect