



**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

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April 30, 2024

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Consent To Grant Temporary Construction Easement – 12407, 12401, 12343, 12337, 12333, 12327, 12325 Pleasant
The Great Lakes Water Authority**

Honorable City Council:

The City of Detroit, Planning and Development Department (“PDD”) has received a request from the Great Lakes Water Authority, a Michigan municipal authority (“GLWA”) to acquire a Temporary Construction Easement over a portion of certain City-owned real property at 12407, 12401, 12343, 12337, 12333, 12327, and 12325 Pleasant (the “Property”) for no consideration.

The Property is located at the west side of Pleasant, between St. Liebold and S. Beatrice Street, across from the Oakwood Pumping station and CSO facility. It is vacant, zoned R1 (Single Family) and R2 (Two Family Residential) and measures a total of approximately 18,975 square feet.

GLWA wishes to acquire access to the Property to facilitate the construction on, over and across the Property of a relief sewer tunnel and associated infrastructure.

The terms of the Temporary Construction Easement are as outlined in that certain Agreement and Grant of Temporary Construction Easement, attached to the resolution submitted herewith. It is anticipated that the improvements will be completed within a Forty-eight (48) month period. Once the project is completed, the Property shall revert back to the City of Detroit.

In support of the improvements proposed by GLWA, we hereby request that your Honorable Body adopt the attached resolution with a **Waiver of Reconsideration** and authorize the Director of PDD or his or her authorized designee to execute the Agreement and Grant of Temporary Construction Easement with the Great Lakes Water Authority, a Michigan municipal authority.

Respectfully submitted,


Antoine Bryant
Director

cc: Malik Washington, Mayor’s Office

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the grant of a Agreement and Grant of Temporary Construction Easement to the Great Lakes Water Authority, in, on and across that certain part of the City's real property at 12407, 12401, 12343, 12337, 12333, 12327 and 12325 Pleasant Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to the Great Lakes Water Authority for no consideration ; and be it further

RESOLVED, that the additional terms of the Agreement and Grant of Temporary Construction Easement shall be outlined as attached to the resolution submitted herewith as Exhibit B; and be it further.

RESOLVED, that the Director of the Planning and Development Department ("PDD"), or his or her authorized designee, is authorized to execute the Agreement and Grant of Temporary Construction Easement and other such documents consistent with this resolution; and be it further.

RESOLVED, that the PDD Director, or his or her authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the Consent to Grade Agreement (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of this transaction; and be it finally

RESOLVED, that the Consent to Grade Agreement be considered confirmed when executed by the PDD Director, or his or her authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibits A and B)

WAIVER OF RECONSIDERATION

EXHIBIT A

Land in the City of Detroit, County of Wayne and State of Michigan being:

W PLEASANT LOT 115 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 20 X 115

A/K/A 12407 Pleasant
TAX ID No. 2017750.

W PLEASANT LOT 114 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 29 X 115

A/K/A 12401 Pleasant
TAX ID No 20017751.

W PLEASANT LOT 5 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 36 X 115

A/K/A 12343 Pleasant
Tax ID No. 2001772.

W PLEASANT LOT 4 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 20 X 115

A/K/A 12337 Pleasant
TAX ID No. 20017753.

W PLEASANT LOT 3 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 20 X 115

A/K/A 12333 Pleasant
TAX ID No. 20017754.

W PLEASANT LOT 2 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 20 X 115

A/K/A 12327 Pleasant
Tax ID No. 20017755.

W PLEASANT LOT 1 WELCH & OBRIENS OAKWOOD PK SUB L32 P88 PLATS, W C R 20/415 20 X 115

A/K/A 12325 Pleasant
TAX ID No. 20017756.

Description Correct

By _____
Office of the Assessor

EXHIBIT B

AGREEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024, by and between _____, located at _____ (“Grantor”), and the **GREAT LAKES WATER AUTHORITY**, a Michigan municipal authority and public body corporate, located at 735 Randolph, Suite 1900, Detroit, Michigan 48226 (“Grantee”) in the construction of _____ (“Project”), Project number _____. Grantor and Grantee are collectively referred to as the “Parties” and each is a “Party.”

RECITALS

A. Grantor is the fee simple owner of that certain parcel of land located in the City of Detroit, Wayne County, Michigan, commonly known as _____, with Tax Identification Number(s) _____ (“Property”).

B. Grantee desires a temporary, non-exclusive construction easement (“Temporary Construction Easement”) on, over, and across the Property described in the attached Exhibit A for the purpose of constructing, reconstructing, adding to, and modifying, a relief sewer tunnel and associated infrastructure (Grantee’s Facilities”) under the Project.

C. Grantor agrees to grant the Temporary Construction Easement to Grantee and Grantee’s agents, employees, contractors, and subcontractors (collectively “Grantee’s Representatives”) in accordance with and subject to the terms and conditions of this Agreement; and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Grantor conveys this Temporary Construction Easement as set forth herein, in accordance with and subject to the following terms and conditions:

1. Grantor hereby grants, conveys, and confirms to Grantee the Temporary Construction Easement for Grantee and Grantee’s Representatives to enter on, over and across the Property with equipment, vehicles and workers for the purpose of (a) constructing, reconstructing, modifying, and adding to Grantee’s Facilities; (b) using the Temporary Construction Easement

Area to lay down, stage, or store materials, and equipment for the same; and (c) accessing Grantee's Facilities.

2. The Temporary Construction Easement is conveyed for the sum of \$.00.

3. The duration of this Agreement shall commence when Grantee begins utilizing the Property in connection with its currently planned construction for the Project and end on or before December 31, 2028.

4. Grantor hereby agrees that during the duration of this Agreement, Grantee may cut, trim, remove, destroy, or otherwise control, at Grantee's sole cost, any or all trees, bushes, or brush standing or growing upon the Property, all at Grantee's sole discretion.

5. The Temporary Construction Easement covenants and restrictions contained herein shall run with the land as described herein and binds and benefits the Parties, successors and assigns during the duration of this Agreement. This Agreement may be amended only by a writing mutually agreed to by each of the Parties. This Agreement shall be governed by the laws of the State of Michigan.

6. Grantee shall reasonably regrade, repair and restore, to substantially the same condition that existed immediately prior to Grantee's use of the Temporary Construction Easement, any portions of the Property damaged by Grantee's construction, operations, maintenance, repair, reconstruction, and use of Grantee's Facilities in Grantee's sole discretion. Grantee shall also repair or replace, in Grantee's sole discretion, to substantially the same condition that existed immediately prior to Grantee's use of the Temporary Construction Easement and at Grantee's sole expense any actual damage to the Property, arising from Grantee's construction, operation, maintenance, repair, reconstruction and use of Grantee's Facilities. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence.

7. Limited use or nonuse of the rights granted herein by Grantee shall not prevent Grantee's later use of said rights to the full extent herein conveyed.

This Agreement is exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCL 207.526(f).

[Signatures on Following Page]

WHEREFORE, upon approval by the Authority, the undersigned Grantor hereby creates, confirms, and conveys the Temporary Construction Easement described herein.

GRANTOR

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ 2024,
by _____ the _____ of
_____, a _____ on behalf of _____.

Notary Public, _____ County Michigan
My Commission Expires _____

GRANTEE

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____ 2024,
by _____ the _____ of
_____, a _____ on behalf of _____.

Notary Public, _____ County Michigan
My Commission Expires _____

Prepared by and when recorded, return to:

Great Lakes Water Authority
Office of the General Counsel
ATTN: Kirsten Silwanowicz
735 Randolph, Suite 1900
Detroit, Michigan 48226