

CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE DIVISION • DIRECTOR'S OFFICE

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March 30, 2007

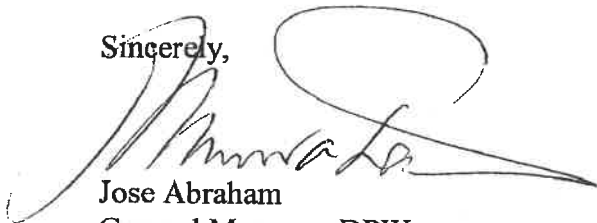
Mr. Wayman Guillebeaux
Detroit Economic Growth Corporation
500 Griswold, Suite 2200
Detroit, Michigan 48226

Re: *Dequindre Cut Greenway Project*
Maintenance Agreement with Detroit Riverfront Conservancy, Inc.

Dear Mr. Guillebeaux:

Attached herewith is one original of the duly executed agreement for the maintenance of the improvements at Dequindre Cut Greenway project, between the City and the Detroit Riverfront Conservancy, Inc.

Sincerely,



Jose Abraham
General Manager, DPW

attachments

Xc: **Jessy Jacob, CED**
 Ron Brundidge, SMD

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CITY ENGINEERING DEPT
CORRESPONDENCE CONTROL

MAINTENANCE AND USE AGREEMENT

(DEQUINDRE CUT GREENWAY AREA)

THIS MAINTENANCE AND USE AGREEMENT (this "Agreement"), is made as of the last date set forth on the signature page of this Agreement, by and between the **CITY OF DETROIT**, a Michigan municipal corporation, acting through its, Department of Public Works, whose address is 513 Coleman A. Young Municipal Center, Detroit, Michigan 48226 (the "City"), and the **DETROIT RIVERFRONT CONSERVANCY, INC.**, a Michigan nonprofit corporation, whose principal address is 200 Renaissance Center, Mail Code 482-B13-004, Detroit, Michigan 48265-2000 (the "Conservancy").

RECITALS:

This Agreement is based on the following recitals:

A. The City, acting through its Planning and Development Department and the Conservancy entered into a certain Detroit Riverfront Conservancy Lease Agreement (the "Lease") pursuant to the terms of which the City agreed to lease to the Conservancy certain property along the Detroit River for the purposes of maintaining and operating a public linear park to be constructed on the aforesaid property known as the Riverwalk (the "Riverwalk").

B. As set forth in the recitals to the Lease, the City has created an overall vision for the planning, development, and use, including recreational use of the Riverfront District of the City of Detroit.

C. With the assistance of grants from the Michigan Department of Transportation ("MDOT") and the Michigan Department of Natural Resources ("MDNR") and the Conservancy through the use of a matching grant from the Community Foundation of Southeastern Michigan (the "Community Foundation"), the City has or will construct in the area commonly known as the "Dequindre Cut Area" (as more particularly described in Recital D and Section 1.01 below) a non-motorized pathway open to the general public and for related recreational purposes. The grants from MDOT, MDNR and the Community Foundation shall hereinafter be referred to collectively as the "Grants."

D. The Dequindre Cut Area generally lies between St. Aubin Boulevard on the east, Orleans Avenue on the west, Woodbridge Street on the south and Gratiot Avenue on the north and is adjacent to predominantly residential neighborhoods (streets and neighborhoods collectively being the "Adjacent Properties").

E. It is the intention of the parties that the operation and maintenance of the Dequindre Cut Area shall be integrated into the operation and maintenance of the Riverwalk.

F. Pursuant to the terms of the Grants, the City must provide for the perpetual maintenance of the improvements to be constructed in the Dequindre Cut Area.

G. In exchange for the opportunity to integrate the programming of activities for the Dequindre Cut Area into the programming of activities for the Riverwalk, the Conservancy has agreed to assume the responsibilities of the City to maintain the Dequindre Cut Area facilities as provided in this Agreement.

H. The parties are desirous of reducing their mutual understandings with regard to the matters set forth herein to writing and have therefore entered into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE 1

Description of the Dequindre Cut Area

Section 1.01 Description

The area that will be the subject of this Agreement commonly known as the Dequindre Cut Area shall be the property described in Exhibit A attached hereto and by this reference made a part hereof (referred to herein as the "Property" or "Dequindre Cut Area").

ARTICLE 2

Term of Agreement

Section 2.01 Term

The term of this Agreement shall be the same as the term of the Lease and any extensions thereof. This Agreement shall terminate at the same time as the Lease expires. If the Lease is extended, this Agreement shall be extended for an equivalent period. Such term shall be deemed to be in perpetuity for the purposes of any funding associated with the Property. Notwithstanding the foregoing, the Conservancy's obligations under this Agreement shall not commence until such time as the City completes construction of the improvements (the "Improvements") described in the "contract documents" for the Improvements prepared by JJR L.L.C. (Project Description: City of Detroit in cooperation with Michigan Department of Transportation Federal Highway Administration Dequindre Cut Greenway MDOT Job #: JN

82619A, Control Section: STE 82702, Federal Project #: STP-0582(142) Federal Item #: RR 4750) (collectively, the "JJR Documents") in accordance with the MDOT and MDNR grants and that certain Agreement (Dequindre Cut Greenway Project) between the Economic Development Corporation of the City of Detroit and the Conservancy dated December __, 2005. The City shall promptly notify the Conservancy of any material changes to the JJR Documents and the City shall not change the JJR Documents without the Conservancy's prior written consent if such change will materially affect the Conservancy's obligations under this Agreement. The City shall deliver at least thirty (30) days' prior written notice to the Conservancy when the Improvements will be completed in accordance with this Agreement and the Conservancy's obligations are to commence under this Agreement.

Section 2.02 Construction of Improvements

In no event will the Conservancy have any liability or obligation to the City to complete the initial construction of the Improvements or to construct any additional improvements within Dequindre Cut Area other than replacements of the Improvements as provided in this Agreement. In the event of any defect in the Improvements to be initially constructed and/or installed by the City, the City shall enforce its rights against the contractor (the "Contractor") who constructed and/or installed such Improvements to repair or replace such defect if such defects are covered under warranty and detected during the warranty period. The Conservancy shall promptly notify the City if it becomes aware of any such defective Improvements and shall cooperate with the City in bringing any claims against the Contractor under applicable warranties related to such defective Improvements; provided, however, the Conservancy shall have no obligation to maintain, repair and/or replace any such defective Improvements if it is covered under warranty.

ARTICLE 3

Operation, Use, and Maintenance of the Dequindre Cut Area

Section 3.01 Operation and Use

A. The Conservancy shall have the right to use, operate and program activities in the Dequindre Cut Area subject to the provisions set forth below.

B. The Conservancy shall use and operate the Improvements to be constructed in the Dequindre Cut Area for the benefit of the public in a manner consistent with its mission of enhancing general public access and connections to the Riverfront District of the City of Detroit and promoting programming activities designed to foster broad-based community participation in such activities and events while respecting ecological and conservation standards. Such activities may include strolling, jogging, biking, rollerblading, roller skating, parades, special events, festivals, street entertainers, food, beverage and merchandise concessions, educational activities, conservation programs and other activities which may, from time to time, be conducted in other riverfronts developed for public access. All such activities requiring permits shall be subject to the City's normal permitting processes.

C. The City and the Conservancy agree to coordinate the scheduling and programming of activities on the Dequindre Cut Area and on the City parks adjacent to the Dequindre Cut Area so as to minimize conflicts and provide an integrated and complementary series of events and programming. The Conservancy acknowledges that the City may from time to time need to temporarily restrict the use of the Dequindre Cut Area for maintenance, repair, removal or reconstruction of City utilities and highway bridges that cross the Dequindre Cut Area or in connection with the removal of the Reserved Right-of-Way (as defined below) as provided in Sections 4.05 and 5.02 hereof.

D. The Conservancy shall not sponsor or promote the use of the Dequindre Cut Area for conduct that would be illegal or a nuisance, or would materially interfere with the use of any portion of the Adjacent Properties. Should the City believe that any such use is being sponsored or promoted, the City shall notify the Conservancy which shall promptly rectify the situation.

E. The Conservancy will be solely responsible for procuring and paying for services required to operate and maintain the Dequindre Cut Area in accordance with this Agreement.

Section 3.02 Fees

No fee or charge may be imposed for entry onto and general use of the Dequindre Cut Area. However, programming sponsored or allowed by the Conservancy may include events or activities of a fundraising nature and may involve events or activities for which a fee or charge is imposed. All such fees and charges shall be reasonably based on covering the cost of the event or activity, the need to regulate use, the desire for fees and charges to be within the affordable reach of residents, and any restrictions or conditions imposed by the terms of grant-making authorities.

Section 3.03 Maintenance

The Conservancy shall maintain, repair and replace the Improvements in the Dequindre Cut Area set forth on Exhibit B (Section A.1) attached hereto and by this reference made a part hereof and with the standards set forth in Section 3.03(A)-(C) below and on Exhibit B (Section A.2). All such maintenance, repair and replacement work shall be performed by the Conservancy in a good and workman-like manner. The Conservancy's obligation to maintain, repair and replace the Improvements within the Dequindre Cut Area shall cease temporarily or permanently (in the case of the Reserved Right-of-Way area if removed from the Dequindre Cut Area as provided in Section 4.05 hereof) during such times and only in such areas as the City is working on the Dequindre Cut Area as provided in Sections 4.05 and 5.02 hereof. Notwithstanding anything to the contrary contained herein, the Conservancy agrees that with respect to the existing improvements (the "Existing Improvements") in the Dequindre Cut Area set forth on Exhibit B (Section C), the Conservancy will (i) remove weeds and other vegetation, (ii) paint and (iii) provide patching, grouting and crack filling in such areas. The Conservancy shall have absolutely no other maintenance or repair obligations whatsoever with respect to the Existing Improvements and under no circumstance will the Conservancy have any responsibility for replacement and/or removal work in connection with the Existing Improvements.

The Conservancy's obligations for maintenance, repairs and replacements with respect to the Dequindre Cut Area (other than those items to be maintained, repaired and/or replaced by the City as provided in Exhibit B (Section B) and the Existing Improvements which limited maintenance and repair obligations of the Conservancy are set forth above and in Exhibit B (Section C)) shall be:

A. Cleaning

1. Dirt, litter and obstructions shall be removed routinely, and trash and leaves collected and removed as needed so as to maintain the Dequindre Cut Area in a clean, neat and good condition.

2. All walkways, sidewalks, light poles, rails, signs, monuments, benches, trash containers and other improvements and facilities shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

3. Graffiti shall be painted over or removed, as is appropriate to the nature of the surface unless such graffiti is sponsored or promoted in connection with the Conservancy's programming. Any offensive or obscene graffiti shall be painted over or removed by the Conservancy at any time at the direction of the City.

4. Drains and catch basins shall be cleaned routinely to prevent clogging.

5. Branches and trees damaged or felled by winds, ice, vandalism or other causes shall be removed.

6. Snow and ice shall be removed from all walkways in the Dequindre Cut Area within twenty-four (24) hours after each snowfall or accumulation of ice, so as to not interfere with safe passage. Appropriate ice melt shall be spread as needed. This requirement shall not extend to decorative or artistic ice or snow sculptures or displays, or to any portions of the Dequindre Cut Area on which winter activities requiring ice or snow are sponsored or permitted by the Conservancy.

B. Landscape Maintenance

1. Trees and shrubs that are overextended or otherwise unsafe or unsightly shall be pruned and trimmed.

2. Weeds shall be removed from paving blocks, pavement, cobbled and concrete surfaces.

3. Trees and shrubs and other lawn areas shall be fertilized, as appropriate.

4. Trees and shrubs that are dead, diseased and/or otherwise unhealthy shall be removed or replaced.

5. Grass covered areas shall be spot re-seeded from time to time provided the City acknowledges that there will be no irrigation system on the Property so grass areas may experience burn in summer months.

6. Leaves shall be raked and collected.

7. Grass covered areas shall be mowed and edged as needed.

8. Mulch and stones shall be raked and re-spread and additional stones and mulch added from time to time.

C. Repairs and Replacements

1. Benches and other seating shall be painted and repaired or replaced as necessary.

2. Broken or cracked walls, barriers and fencing shall be painted, repaired or removed and replaced as necessary (specifically excluding the Existing Improvements).

3. All paved surfaces shall be repaired, patched or replaced as necessary for the surfaces to be maintained in a safe and attractive condition.

4. All graphics shall be maintained in a first class condition, and all vandalized or damaged signs shall be routinely cleaned, repaired or replaced with new signage.

5. All recreational facilities that are located in the Dequindre Cut Area shall be maintained in good condition and good working order at all times.

6. All items with painted surfaces shall be painted routinely.

7. All electrical equipment, including but not limited to lights and security equipment, shall be routinely repaired and replaced as required to maintain said equipment in good operating condition and repair.

Section 3.04 Taxes

If the Property is not exempt from taxation, the City shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by any competent authority (collectively, the "Taxes"). The parties anticipate and expect that the Dequindre Cut Area will be entitled to exemption from property tax. The Conservancy shall pay all Taxes levied on or assessed against the Property as a consequence of any activities conducted or contracted for by the Conservancy. If necessary, the City and the Conservancy agree to cooperate in obtaining separate tax parcel identification numbers for the Property distinct from the tax parcel identification numbers of any other tax parcels.

ARTICLE 4

Covenants of the Conservancy and the City

Section 4.01 Maintenance of Existence and Purpose

The Conservancy shall remain in existence as an organization qualified under section 501(c)(3) of the Internal Revenue Code with its principal corporate purpose being the design, construction, development, establishment, operation, programming, maintenance and security of parks, promenades and other green spaces along the Detroit River.

Section 4.02 Amendments to Corporate Documents

The Conservancy shall not amend its articles of incorporation or bylaws in such a way as to materially affect its existence, tax-exempt status, corporate purposes, or governing structure (including numbers and method of choosing directors and officers) without providing at least thirty (30) days' notice to the City.

Section 4.03 Public access to Dequindre Cut Area and Public Benefit

The Conservancy and the City acknowledge that the parties are entering into this Agreement for the express purpose of benefiting the public and providing improved access for and enjoyment of the public with respect to the Dequindre Cut Area. Accordingly, the Conservancy and the City covenant that the Dequindre Cut Area is intended to provide a pedestrian and bicycle access route to the Riverfront District of the City of Detroit and shall always be open and available to the public except for temporary closures permitted under this Agreement.

Section 4.04 Records

The Conservancy shall maintain at its principal office complete and separate books, records, and documents (the "Records") relating to the management and operation of the Dequindre Cut Area. The Conservancy agrees to make the Records available to the City for inspection and copying at the City's request.

Section 4.05 Compliance with restrictions affecting the Dequindre Cut Area

The Conservancy and the City acknowledge that portions of the Property have been improved with Federal, State and/or private grants, and that the terms of such grants (such as the MDOT, MDNR and the Community Foundation grants) place perpetual restrictions on the use of property improved with such grants. Accordingly, the Conservancy agrees to comply with all applicable requirements and restrictions of the Grants. The City agrees to comply with all applicable requirements and restrictions of the MDOT and MDNR grants. In the event that the City elects to discontinue the use of the Dequindre Cut Area for recreational purposes by the general public (other than the removal of the Reserved Right-of-Way) and such election by the City results in a declaration of breach from the Community Foundation of Southeastern Michigan to the Conservancy, the City agrees to return to the Community Foundation all grant

money paid to the Conservancy for the Dequindre Cut Area plus interest in strict accordance with such grant. The City acknowledges that (i) it has received a true, correct and complete copy of the Community Foundation grant and (ii) the Conservancy would not otherwise agree to enter into this Agreement but for the City's agreement to return the Community Foundation grant funds plus interest if the City breaches the Community Foundation grant. The Conservancy and the City also acknowledge that the western thirty (30') feet of the vacated Dequindre right-of-way (the "Reserved Right-of-Way"), extending from the northern to the southern boundaries of the Dequindre Cut Area, is reserved by a resolution of the Detroit City Council for future motorized transportation facilities and may be removed by the City from recreational use for such transportation use at any time. If the Reserved Right-of-Way is removed by the City from recreational use, upon notice by the City to the Conservancy of this action, all rights of usage and obligations for maintenance and repair by the Conservancy shall terminate with respect to the Reserved Right-of-Way area only. In connection with the removal of the Reserved Right-of-Way area from the Dequindre Cut Area, the City shall complete such removal work (i) in a good, safe and workmanlike manner, (ii) in a prompt manner so as to minimize closures and disruption of access through the Dequindre Cut Area and (iii) so as to leave the remainder of the Dequindre Cut Area in a condition that will be in compliance with the terms and conditions of the MDOT and MDNR grants.

Section 4.06 Performance Standards

A. The Conservancy agrees to perform any repairs and maintenance work (i) with due diligence and in a good and workmanlike manner in accordance with the generally accepted standards of the industry; (ii) in accordance with all applicable laws, rules, requirements and regulations including specifically the applicable zoning ordinance, ordinances, and regulations of all governmental and quasi-governmental agencies and authorities having jurisdiction over such repairs and maintenance; and (iii) in accordance with the terms and provisions of this Agreement.

B. In the performance of its repairs and maintenance, the Conservancy shall (i) not unreasonably interfere with any other construction being performed on the Property; (ii) not impair in any more than an incidental manner the use, occupancy, or enjoyment of the Adjacent Properties by the owners thereof; and (iii) obtain the prior written approval from the City of Detroit Department of Public Works of any and all plans and specifications for subsurface repairs to ensure compliance with requirements and regulations of the City except in the event of an emergency in which event only written notice to the City shall be required.

C. Once the Conservancy commences repairs or maintenance activities, the Conservancy shall diligently pursue such activities to completion.

Section 4.07 Safety Measures

The Conservancy will at all times take all safety measures reasonably required to protect the City and the public from injury and/or damage caused by or resulting from the performance of its repairs and maintenance activities. If required by code or generally accepted practices, the

Conservancy will erect or cause to be erected an appropriate barricade, and will maintain such barricade until the maintenance and/or repairs have been substantially completed.

Section 4.08 Security

The Dequindre Cut Area is a public right-of-way and will be patrolled by the police consistent with other public rights-of-way within the City limits. The Conservancy shall have no obligation to provide any security personnel or to take any security or surveillance measures or actions whatsoever with respect to the Dequindre Cut Area; provided, however, the Conservancy has agreed that, upon the City's initial construction of its security cameras and call stations in the Dequindre Cut Area and its connection of same to the Conservancy's Rivard Pavilion security monitoring and control center located on the Riverwalk, the Conservancy will operate and monitor the security cameras and call stations located in the Dequindre Cut Area in a manner consistent with the operation and monitoring of the security cameras and call stations located on the Riverwalk.

ARTICLE 5 City Obligations

Section 5.01 Facilitation of Permitting/Approvals for Events

The City through its various departments will cooperate with the Conservancy in providing the required permits and approvals for special events on, or in connection with, the Dequindre Cut Area and will expedite the processing of such permits and approvals.

Section 5.02 Utility and Bridge Repairs, Removal of Reserved Right-of-Way and other work in the Dequindre Cut Area

The City will endeavor to complete in a timely fashion any work that requires access through, beneath or adjacent to the Dequindre Cut Area and to schedule such repairs so as to minimize any disruption of the Dequindre Cut Area events or activities. The City and the Conservancy agree to cooperate and use reasonable efforts to provide other access in the event ingress and egress through the Dequindre Cut Area is closed or materially disrupted in connection with such work. Once the work is complete, the City will promptly return the Dequindre Cut Area to substantially the condition existing at the time the work was commenced except for the Reserved Right-of-Way area if removed from the Dequindre Cut Area as provided in Section 4.05 hereof.

ARTICLE 6 Insurance and Indemnification

Section 6.01 Duty to Carry Liability Insurance

A. The Conservancy shall carry with financially responsible insurance companies rated "Excellent" (at least A-VIII) or better by the then current A. M. Best Company Insurance Reports (or comparable rating from a comparable rating agency should A. M. Best Company

cease to issue its insurance reports), commercial general liability insurance covering its legal liability in connection with claims for bodily injury, including death, contractual liability, property damage and personal injury written on an occurrence basis incurred in connection with the maintenance and/or repair of the Dequindre Cut Area or arising out of its operation of the Dequindre Cut Area. Such insurance shall have limits of Five Million (\$5,000,000) Dollars per occurrence. Each such policy of insurance shall name the City as an additional insured.

B. In addition, the Conservancy shall maintain as to the Dequindre Cut Area and the Improvements and shall require its contractors performing work in the Dequindre Cut Area to maintain, the following:

1. Workers' Compensation with statutory benefits and Employers' Liability Insurance (or its equivalent) with limits of liability of not less than Five Hundred Thousand (\$500,000) Dollars.
2. Automobile (motor vehicle) Liability insurance with coverage for all owned, non-owned and leased vehicles, with combined single limits of not less than One Million (\$1,000,000) Dollars for bodily injury and/or property damage.

Section 6.02 Indemnification by Conservancy

A. The Conservancy agrees to defend, indemnify and save the City, its officers, employees and agents harmless against and from all claims, loss, damages, causes of action, costs and expenses, including reasonable attorneys' fees, related to personal injury, bodily injury or death of persons or destruction of or damage to property resulting from or arising out of or in any manner connected with the Conservancy's repair, maintenance and/or operation of activities on the Dequindre Cut Area. Notwithstanding the foregoing, the Conservancy's obligation to indemnify and hold harmless the City shall not apply to any liability, obligation, damage or expense which arises from or in connection with the gross negligence, or intentional or willful acts or omissions of the City, its officers, employees or agents or the exercise by the City of its rights under Section 5.02 or in connection with the City's initial construction obligations under this Agreement with respect to the Improvements. Notwithstanding anything to the contrary contained herein, the Conservancy shall have absolutely no obligation to indemnify, defend and/or hold the City harmless in connection with any claim or cause of action regarding or related to the method, procedure, type or manner in which security is being provided in the Dequindre Cut Area by the Conservancy or otherwise.

B. In the event that a claim arises, and indemnification is sought by the City pursuant to this Section, the City shall promptly notify the Conservancy of such claim and, if known, the facts constituting the basis for such claim (a "Third Party Claim"); provided, however, that in the event a claim for indemnification arises from or in connection with legal proceedings, the City shall give such notice thereof to the Conservancy no later than ten (10) days prior to the time any response to the asserted claim is required; and, provided further, that the failure to give such reasonably prompt notice shall not release, waive or otherwise affect the Conservancy's obligation with respect thereto, except to the extent of any loss or prejudice as a

result thereof. In the event a Third Party Claim arises, the Conservancy may assume the defense of such Third Party Claim if either (i) the defense of the Third Party Claim is tendered to the Conservancy by the City and within thirty (30) days thereafter such tender is accepted by the Conservancy; or (ii) within thirty (30) days after the date on which written notice of a Third Party Claim has been given to the Conservancy, the Conservancy shall acknowledge in writing to the City the Conservancy's indemnity obligations as provided in this Section. Except as authorized by the Conservancy, the City shall not, in such instances have the right to be represented by separate counsel at the expense of the Conservancy in any such contest, defense, litigation or settlement conducted by the Conservancy. So long as the Conservancy has assumed the defense of any Third Party Claim, and is defending such claim in good faith, the Conservancy shall have the exclusive right, in its sole discretion, to settle any such claim, either before or after the initiation of litigation, at such time and on such terms as the Conservancy deems appropriate provided that such settlement does not impose any obligations on the City. If the City is entitled to indemnification against a Third Party Claim, and the Conservancy fails to assume the defense of such Third Party Claim pursuant to this Section, the City shall have the right, without prejudice to its right of indemnification hereunder, to contest, defend and litigate such Third Party Claim; provided that the City may not settle such Third Party Claim without the prior written consent of the Conservancy, such consent not to be unreasonably withheld or delayed. The City shall cooperate and assist the Conservancy with the review, adjudication and/or settlement of all claims against the City subject to the indemnity obligations set forth in this Section.

Section 6.03 Contractual Liability Insurance

The Conservancy further agrees to maintain contractual liability insurance insuring its obligations set forth in Section 6.02, with the same limits as provided in Section 6.01 for the commercial general liability insurance policy, which policy may be endorsed to include the contractual liability insurance coverage to satisfy this requirement.

Section 6.04 Certificate of Insurance

The Conservancy shall, on the request of the City, promptly furnish a certificate evidencing the Conservancy's compliance with the insurance coverage requirements of this Article. Each certificate of insurance shall name the City as an additional insured, where permitted by law, and stipulate therein that the insurance evidenced thereby shall not be materially reduced, cancelled or not renewed unless thirty (30) days' prior written notice shall have been given by the insurer to City addressed to the persons stated in Article 8 hereof. The Conservancy shall not be required during any given one (1) year period to honor more than one such request from the City.

Section 6.05 Future Increases in Coverage

The Conservancy shall, upon the request of the City, provide additional insurance and/or increase the coverage amounts described in the preceding sections to be consistent with general insurance requirements of the City applicable to parties contracting with the City, as established from time to time by the risk management section of the City Finance Department, or successor

agency fulfilling substantially the same function, provided that such insurance is commercially available. Any such increase in coverage shall be required upon expiration of the insurance policy then in effect, or one year from the date the City notifies the Conservancy of the requirement of additional or increased coverage, whichever occurs earlier.

ARTICLE 7

Default and Remedies

Section 7.01 Default, Including Failure to Maintain

If the Conservancy defaults in its obligations or breaches any of its covenants under the terms of this Agreement, the City may at any time give a written notice to the Conservancy setting forth the specific default or breach. If such default or breach involves the Conservancy's failure (i) to discharge any lien filed against the Dequindre Cut Area for the actions or inactions of the Conservancy whether for taxes, utilities, judgments or other purposes, (ii) to maintain the Dequindre Cut Area as provided in Section 3.03 (unless such breach is caused by the City's failure to initially construct the Improvements in accordance with this Agreement), (iii) to take adequate safety measures under Section 4.07, and/or (iv) to carry the insurance required under Sections 6.01 and 6.03, and such failure is not corrected with reasonable promptness and in any event, within thirty (30) days after receipt of such notice, or if such default or breach is such that it cannot be corrected within such time and the Conservancy fails to commence the correction of such default or breach within thirty (30) days and diligently prosecutes the same to completion thereafter, then, in either such event, the City shall have the right to correct such default or breach, including the right to enter upon the Dequindre Cut Area to correct such default or breach, at the cost of the Conservancy. The Conservancy shall pay any reasonable amounts so expended, with interest, in accordance with Section 7.02 hereof; provided, however, these provisions shall be without prejudice to the Conservancy to contest the right of the City to make such repairs or expend such monies. Notwithstanding anything herein to the contrary, in the event of an emergency situation, either party, as appropriate, may, with such notice as may be possible or appropriate under the circumstances, cure any default or breach and thereafter shall be entitled to the benefits of this Section 7.01.

Section 7.02 Payment on Default

If the City is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of the Conservancy's failure or inability to perform any of the provisions of this Agreement to be performed by the Conservancy, the Conservancy shall promptly, upon demand, reimburse the City for such sums. All such sums shall bear interest at the applicable rate set forth in Michigan Compiled Laws §600.6013(8), commonly known as the money judgment interest rate, but without compounding. A determination of interest rate in effect as aforesaid shall be made on the date of expenditure and shall remain in effect until the effective date of the next determination of the money judgment interest rate.

Section 7.03 Termination of this Agreement

Any Material Breach under this Agreement that is not cured after notice and reasonable opportunity to cure if curable, shall entitle the other party to terminate, cancel and otherwise rescind this Agreement upon ninety (90) days' notice to the other party; provided, however, this remedy shall not affect any other rights or remedies the parties may have by reason of any default under this Agreement. In the event of termination by either party the Conservancy shall offer to assign to the City all contracts held by the Conservancy executed in performing its obligations under this Agreement. The City shall have sixty (60) days to assume or reject each such contract. The City shall not be bound to accept the assignment of any contract unless it has affirmatively agreed to assume it. For purposes of this Section 7.03, a "Material Breach" shall mean the Conservancy's (i) failure to maintain its status as a non-profit corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, (ii) failure to maintain the Dequindre Cut Area in accordance with Section 3.03 for a period of ninety (90) days (unless such breach is caused by the City's failure to initially construct the Improvements as required under this Agreement), (iii) abandonment of the Dequindre Cut Area or (iv) subject to the following two sentences, failure by the Conservancy to indemnify the City and/or reimburse the City for indemnified expenses within ninety (90) days. If the Conservancy contests any such indemnity obligation in good faith, the failure to indemnify or pay indemnity shall not be deemed a material breach until the indemnity obligations are determined by the appropriate tribunal. Failure to pay indemnity in the aggregate of less than Ten Thousand (\$10,000) Dollars shall not be deemed a Material Breach unless the indemnity obligation has been reduced to a court judgment.

Section 7.04 Right to Enjoin

In the event of any violation or threatened violation of any of the provisions of this Agreement, either party shall have the right to immediately apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

Section 7.05 Waiver of Default

A waiver of any default by a party must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a party to or of any act or request by another party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a party might otherwise have by virtue of a

default under this Agreement, and the exercise of one such right or remedy by a party shall not impair such party's standing to exercise any other right or remedy.

ARTICLE 8

Notices and Approvals

Section 8.01 General Notice Requirements

Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice"), that a party is required or desires to give or make or communicate to any other party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed in the case of the City to:

City of Detroit
Department of Public Works
513 Coleman A. Young Municipal Center
Detroit Michigan 48226
Attention: Director

with a copy to:

City of Detroit-Law Department
1650 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attention: Corporation Counsel

and addressed in the case of the Conservancy to:

Detroit Riverfront Conservancy, Inc.
200 Renaissance Center
Mail Code: 482-B13-004
Detroit, Michigan 48265-200
Attention: Faye Alexander Nelson, President and Chief Executive Officer

with a copy to:

Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226
Attention: Lawrence D. McLaughlin, Esq.

subject to the right of a party from time to time to designate a different address by notice similarly given, such different address being effective under this Article from and after the day of receipt of notice thereof by any other party.

ARTICLE 9 Miscellaneous

Section 9.01 Captions – Exhibits

The captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof. All exhibits attached hereto which are specifically mentioned in this Agreement are hereby made a part hereof.

Section 9.02 Locative Adverbs; Terms

The locative adverbs, “herein”, “hereunder”, “hereto”, “hereby”, hereinafter”, and like words, wherever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific Article, Section or Subsection hereof, unless expressly otherwise provided. When used herein, the term, “including” shall mean “including, without limitation” unless otherwise specifically provided.

Section 9.03 Agreement for Exclusive Benefit of Parties

The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person. This Section shall not be construed to limit the powers of the City to enforce the terms of this Agreement for the benefit of the public.

Section 9.04 No Partnership, Joint Venture or Principal-Agent Relationship

Neither anything in this Agreement contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

Section 9.05 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

Section 9.06 Assignment and Subletting

The Conservancy shall not have the right to assign or sublet this Agreement, or any rights hereunder without the express written agreement of the City of Detroit.

Section 9.07 Governing Laws

This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

Section 9.08 Responses to Requests for Consents or Approvals

Whenever a party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Agreement, the party shall respond in writing within thirty (30) days of receipt of the request either granting such consent or approval, or providing specific reasons why the consent or approval is denied.

Section 9.09 Force Majeure

Notwithstanding anything contained in this Agreement, each party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused while and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, acts of terrorism, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, orders of military authorities, regulations or orders of governmental authorities (unless such regulations or orders are enforcement or quasi-enforcement actions directed to or against the party due to the act or failure to act of the ordered or regulated party) or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party (other than lack of or inability to procure funds or financing to fulfill its commitments and obligations under this Agreement).

Section 9.10 Authority of Parties to Execute the Agreement

The Conservancy represents, covenants and agrees that as of the date of execution of this Agreement, it has the full right and lawful authority to enter into this Agreement for the full term hereof. The City shall not be bound by the terms of this Agreement until it has been signed by the duly authorized officer or agent of the City, pursuant to and in accordance with the terms of a resolution adopted by the Detroit City Council, as approved by the Mayor, and is approved by the Corporation Counsel, as required by the Detroit City Charter and City Code.

Section 9.11 Counterparts

This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

Section 9.12 Integration Clause

This Agreement, as it may be revised from time to time, represents the entire agreement between the parties with respect to the subject matter hereof.

Section 9.13 Fair Employment Practices

The Conservancy agrees not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status or disability that is unrelated to an individual's ability to perform the duties of the particular job or job description.

Section 9.14 Document Preparation

Each of the Parties has joined in and contributed to the drafting of this Agreement. In construing and interpreting the terms of this Agreement, there shall be no presumption favoring or burdening any Party based upon draftsmanship.

(signatures commence on next page)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of December 7, 2006.

CITY OF DETROIT,

a Michigan public body corporate,
acting by and through the Department of
Public Works

By: Cathy Square
Print Name: Cathy Square
Its: Director

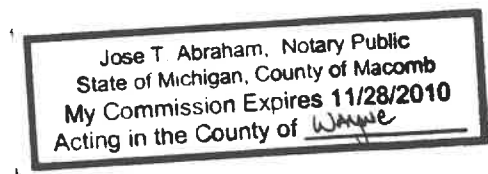
STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on December 7, 2006,
by Cathy Square, the Director of the Department of Public Works of the City of Detroit, a
Michigan public body corporate, on behalf of such public body corporate

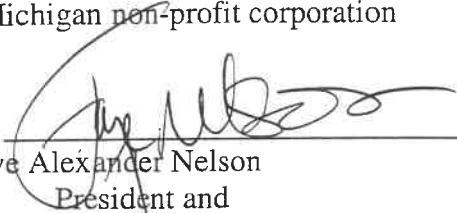
Jose T. Abraham
Print Name:
Notary Public, _____ County, Michigan
My Commission Expires:
Acting in the County of

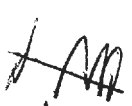
Approved by Corporation Counsel pursuant to
Section 6-406 of the City Charter

Jose T. Abraham
Sup'g Asst Corp Counsel
Approved by City Council on: 12/11/06
Copy Attached As Exhibit 6
Quincy
Purchasing Director



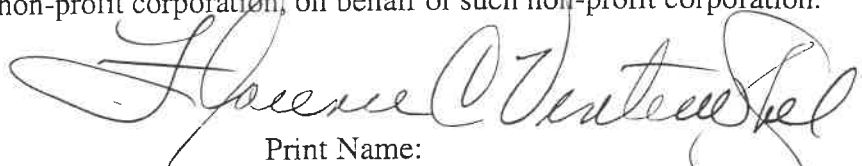
**DETROIT RIVERFRONT
CONSERVANCY, INC.,**
a Michigan non-profit corporation

By: 
Faye Alexander Nelson
Its: President and
Chief Executive Officer



STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on 12-6-2006,
by Faye Alexander Nelson, President and Chief Executive Officer, of Detroit Riverfront
Conservancy, Inc., a Michigan non-profit corporation, on behalf of such non-profit corporation.



Print Name:
Notary Public, _____ County, Michigan
My Commission Expires:
Acting in the County of

Drafted by and when recorded return to:

Lawrence D. McLaughlin, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226

**FLORENCE C. VINTEVOGHEL
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Dec 14, 2007**

EXHIBIT A

DEQUINDRE CUT AREA
PROPERTY DESCRIPTION

EXHIBIT A

Legal Description for Dequindre Cut Area between northerly right of way line of Gratiot Avenue and north right of way line of Woodbridge Street, bounded on the east by St. Aubin Boulevard and on the west by Orleans Street:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY (VACATED DEQUINDRE AVENUE, 60 FEET WIDE) AND THE SOUTHERLY LINE OF E. JEFFERSON AVENUE (120 FEET WIDE); THENCE N.26°07'13"W. (REC. AS N.26°07'35"W.) ALONG SAID WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, ALSO BEING THE EASTERLY LINE AND SOUTHERLY EXTENSION THEREOF OF "SOUTH LAFAYETTE PARK SUBDIVISION" OF PARTS OF PRIVATE CLAIMS 6, 181, 7, 12, 13, 8 AND 17, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 88 OF PLATS ON PAGES 61 THRU 64 INCLUSIVE, (WAYNE COUNTY RECORDS), ALSO BEING THE EASTERLY LINE AND NORTHERLY EXTENSION THEREOF OF THE "PLAT OF THE SUBDIVISION OF THE ANTOINE DEQUINDRE FARM". AS RECORDED IN LIBER 10 OF PLATS ON PAGES 715 THRU 717, INCLUSIVE, CITY RECORDS, 441.77 FEET TO A POINT ON THE NORTHERLY LINE OF LARNED STREET (120 FEET WIDE); THENCE S.59°53'03"W. (REC. AS S.59°51'50"W.) ALONG SAID NORTHERLY LINE OF LARNED STREET 53.57 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF ORLEANS STREET (VARIABLE WIDTH); THENCE N.23°29'02"W. (REC. AS N.23°30'15"W.) ALONG SAID EASTERLY LINE OF ORLEANS 201.22 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF VACATED CONGRESS STREET (60 FEET WIDE); THENCE N.59°51'38"E. ALONG SAID SOUTHERLY LINE OF VACATED CONGRESS STREET 44.29 FEET TO A POINT ON SAID WESTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG SAID RIGHT-OF-WAY 60.15 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID VACATED CONGRESS STREET; THENCE S.59°51'38"W. ALONG SAID NORTHERLY LINE OF VACATED CONGRESS STREET 41.73 FEET TO ITS INTERSECTION WITH SAID EASTERLY LINE OF ORLEANS STREET; ALSO BEING A POINT ON THE EASTERLY LINE OF SAID "SOUTH LAFAYETTE PARK SUBDIVISION"; THENCE N.26°06'22"W. (REC. AS N.26°07'35"W.) ALONG SAID EASTERLY LINE OF ORLEANS STREET 297.39 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF VACATED FORT STREET (50 FEET WIDE); THENCE N.59°51'38"E. ALONG THE SOUTHERLY LINE OF SAID VACATED FORT STREET 41.66 FEET TO A POINT ON THE WESTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY 50.12 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID VACATED FORT STREET; THENCE S.59°51'38"W. ALONG SAID NORTHERLY LINE OF VACATED FORT STREET 41.64 FEET TO ITS INTERSECTION WITH SAID EASTERLY LINE OF ORLEANS STREET;

THENCE N.26°06'22"W. (REC. N.26°07'35"W.) ALONG SAID EASTERLY LINE OF ORLEANS STREET 226.72 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF EAST LAFAYETTE AVENUE (120 FEET WIDE); THENCE N.59°50'02"E. ALONG SAID SOUTHERLY LINE OF EAST LAFAYETTE AVENUE 41.59 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG SAID WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY 120.30 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID EAST LAFAYETTE AVENUE; THENCE S.59°50'02"W. ALONG SAID NORTHERLY LINE OF EAST LAFAYETTE AVENUE 41.05 FEET TO THE SOUTHEAST CORNER OF "LAFAYETTE PARK SUBDIVISION" OF PARTS OF PRIVATE CLAIMS 6, 181, 7, 132, 12, 13, 8 AND 17, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 80 OF PLATS ON PAGES 87 THRU 91 INCLUSIVE, WAYNE COUNTY RECORDS; (ALSO BEING THE EASTERLY LINE OF ORLEANS STREET) THENCE ALONG THE EASTERLY LINE OF SAID "LAFAYETTE PARK SUBDIVISION" THE FOLLOWING TWENTY-TWO (22) COURSES: N.26°30'07"W. 296.68 FEET (REC. AS N.26°30'13"W. 296.61 FEET); THENCE N.37°31'39"W. 50.42 FEET (REC. AS N.37°31'45"W); THENCE N.24°08'34"W. 231.84 FEET (REC. AS N.24°08'40"W); THENCE N.59°52'21"E. 45.01 FEET (REC. AS N.59°52'15"E. 44.93 FEET); THENCE N.26°07'13"W. 50.12 FEET (REC. AS N.26°06'53"W); THENCE S.59°52'21"W. 44.00 FEET (REC. AS S.59°52'15"W. 43.93 FEET); THENCE N. 25°37'24"W. 231.10 FEET (REC. AS N.25°37'30"W.) THENCE N.40°18'27"W. 40.64 FEET (REC. AS N.40°18'33"W.); THENCE N.27°36'14"W. 230.20 FEET (REC. AS N.27°36'20"W); THENCE N.22°42'49"W. 50.42 FEET (REC. AS N.22°42'55"W.); THENCE N.26°21'28"W. 230.58 FEET (REC. AS N.26°21'34"W.); THENCE N.59°52'21"E 55.91 FEET (REC. AS N.59°52'15"E. 55.93 FEET); THENCE N.26°07'13"W. 50.12 FEET (REC. AS N.26°06'53"W); THENCE S.59°52'21"W. 54.90 FEET (REC. AS S.59°52'15"W. 54.93 FEET); THENCE N.25°51'45"W. 230.68 FEET (REC. AS N.25°51'51"W); THENCE N.22°42'49"W 50.43 FEET (REC. AS N.22°42'55"W); THENCE N.26°06'39"W. 281.18 FEET (REC. AS N.26°06'45"W); THENCE N.26°51'15"W. 231.00 FEET (REC. AS N.26°51'21"W.); THENCE N.59°52'21"E. 53.78 FEET (REC. AS N.59°52'15"E. 53.90 FEET);

THENCE N.26°07'13"W. 50.12 FEET (REC. AS N.26°06'53"W); THENCE S.59°52'21"W. 53.77 FEET (REC AS S.59°52'15"W. 53.90 FEET); THENCE N.28°50'36"W. 230.21 FEET (REC AS N.28°50'42"W) TO THE NORTHEAST CORNER OF SAID "LAFAYETTE PARK SUBDIVISION: SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF ANTIETAM STREET(50 FEET WIDE); THENCE N.59°52'21"E. 64.74 FEET ALONG SAID SOUTHERLY LINE OF ANTIETAM STREET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG SAID WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY

50.12 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID ANTIETAM STREET; THENCE S.59°52'21"W. ALONG SAID NORTH LINE OF ANTIETAM 35.09 FEET; THENCE N.26°07'13"W. 230.77 FEET TO A POINT ON THE SOUTHERLY LINE OF JAY STREET (50 FEET WIDE); THENCE N.59°52'21"E. ALONG SAID SOUTHERLY LINE OF JAY STREET 35.09 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG SAID WESTERLY LINE OF SAID RIGHT-OF-WAY 50.12 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID JAY STREET SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 52, SECTION 25, OF THE "SUBDIVISION OF THE A. DEQUINDRE FARM" AS RECORDED IN LIBER 10 OF PLATS ON PAGES 715 THRU 717 INCLUSIVE, CITY RECORDS; THENCE S.59°52'21"W. ALONG SAID NORTHERLY LINE OF JAY STREET, ALSO BEING THE SOUTHERLY LINE OF SAID LOT 52 A DISTANCE OF 11.50 FEET; THENCE N.29°29'02"W. 102.01 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 52; THENCE S.59°52'21"W. ALONG SAID NORTHERLY LINE OF LOT 52 A DISTANCE OF 33.60 FEET; THENCE N.26°07'13"W. 221.78 FEET TO A POINT ON THE SOUTHERLY LINE OF GRATIOT AVENUE; THENCE N.29°35'24"E. ALONG SAID SOUTHERLY LINE OF GRATIOT AVENUE 61.69 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE N.26°07'13"W. ALONG SAID RIGHT-OF-WAY 145.24 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID GRATIOT AVE.; THENCE N.29°35'24"E. ALONG THE NORTHERLY LINE OF SAID GRATIOT AVE., 72.62 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD; THENCE S.26°07'13"E. ALONG THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY 937.74 FEET TO THE NORTHWESTERLY CORNER OF LOT 2 OF "ELMWOOD PARK URBAN RENEWAL PLAT NO. 1" OF PART OF P.C. 14, 90 AND 91, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 89 OF PLATS ON PAGES 47 THRU 49 INCLUSIVE, CITY RECORDS; THENCE N.59°52'21"E, (REC. AS N.59°52'13"E) ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 55.14 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE S.26°07'13"E. (REC. AS S.26°06'45"E) ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 161.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT;

THENCE S.59°52'21"W. (REC. AS S.59°52'13"W.) ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 55.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT; ALSO BEING A POINT ON THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE S.26°07'13"E (REC. AS S.26°06'45"E) ALONG SAID EASTERLY RIGHT-OF-WAY 50.12 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 OF SAID "ELMWOOD PARK URBAN RENEWAL PLAT NO. 1"; THENCE N.59°52'21"E. (REC. AS N.59°52'13"E) ALONG

THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 55.14 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE S.26°07'13"E. (REC. AS S.26°06'45"E.) ALONG THE EASTERLY LINE OF SAID LOT 1 ALSO BEING THE WESTERLY LINE OF ST. AUBIN AVENUE (120 FEET WIDE) 2253.67 FEET (REC. AS 2253.05 FEET) TO THE SOUTHEAST CORNER OF SAID LOT, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF SAID EAST LAFAYETTE AVENUE AND THE WESTERLY LINE OF SAID ST. AUBIN STREET; THENCE S.59°50'02"W. (REC. AS S.59°51'50"W.) ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH LINE OF SAID EAST LAFAYETTE AVENUE 55.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT; SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE S.26°07'13"E. (REC. AS S.26°06'45"E) ALONG SAID EASTERLY LINE OF SAID RIGHT-OF-WAY, ALSO BEING THE WESTERLY LINE OF SAID "ELMWOOD PARK URBAN RENEWAL PLAT NO.1", AND THE EXTENSION THEREOF 120.30 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID EAST LAFAYETTE AVENUE; THENCE N.59°50'02"E. ALONG SAID SOUTHERLY LINE OF EAST LAFAYETTE AVENUE 55.14 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID ST. AUBIN STREET; THENCE S.26°07'13"E. ALONG SAID WESTERLY LINE OF ST. AUBIN STREET 88.45 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 23 OF THE "PLAT OF THE SUBDIVISION OF LOT 4, WITHERELL FARM" AS RECORDED IN LIBER 1 OF PLATS, ON PAGE 19 OF CITY RECORDS; THENCE S.59°51'38"W. ALONG SAID NORTH LINE OF LOT 23 A DISTANCE OF 20.84 FEET TO THE NORTHEASTERLY CORNER OF LOT 24 OF SAID "PLAT OF THE SUBDIVISION OF LOT 4, WITHERELL FARM"; THENCE S.30°08'22"E. ALONG THE EASTERLY LINE OF SAID LOT 24 A DISTANCE OF 138.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID VACATED FORT STREET; THENCE S.26°07'54"E. 50.12 FEET TO A POINT ON THE SOUTHERLY LINE OF VACATED FORT STREET, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 17 OF SAID "PLAT OF THE SUBDIVISION OF LOT 4, WITHERELL FARM"; THENCE S.30°07'59"E. ALONG THE EASTERLY LINE OF SAID LOT 17 A DISTANCE OF 158.65 FEET TO A POINT ON THE WESTERLY LINE OF SAID ST. AUBIN STREET; THENCE S.26°07'13"E. ALONG SAID WESTERLY LINE OF ST. AUBIN STREET 198.49 FEET; THENCE S.59°51'38"W. 11.14 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID "PLAT OF THE SUBDIVISION OF LOT 4, WITHERELL FARM"; THENCE S.30°06'57"E. ALONG THE EASTERLY LINE OF SAID LOT 9 A DISTANCE OF 119.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT;

THENCE N.59°53'03"E. ALONG THE SOUTHERLY LINE OF LOT 9 AND THE EXTENSION THEREOF 2.76 FEET TO A POINT ON SAID WESTERLY LINE OF ST. AUBIN STREET; THENCE S.26°07'13"E. ALONG SAID WESTERLY LINE OF ST.

AUBIN STREET 20.05 FEET; THENCE S.59°53'03"W. 19.53 FEET; THENCE S.30°06'57"E. 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID LARNED STREET; THENCE S.59°53'03"W. ALONG SAID NORTH LINE OF LARNED STREET 39.80 FEET TO A POINT ON THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE S.26°07'13"E. ALONG SAID EASTERLY RIGHT-OF-WAY 441.83 FEET TO THE SOUTHERLY LINE OF SAID EAST JEFFERSON AVENUE; THENCE S.59°56'21"W. ALONG SAID SOUTHERLY LINE OF EAST JEFFERSON AVENUE 60.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH; A PARCEL OF LAND SOUTH OF EAST JEFFERSON AVENUE DESCRIBED AS FOLLOWS:

Beginning at the intersection of the northerly line of Woodbridge Street (50 feet wide) and the westerly line of the Grand Trunk Western Railroad right of way (variable width); Thence N.25°55'39"W. along said westerly line of the Grand Trunk Western Railroad right of way 200.85 feet to the southerly line of East Jefferson Avenue (120 feet wide); Thence N.59°56'21"E. along said southerly line of East Jefferson Avenue 79.05 feet; Thence S.26°09'05"E. 200.69 feet to a point on said northerly line of Woodbridge Street; Thence S.59°51'10"W. along said northerly line of Woodbridge Street 79.85 feet to the point of beginning.

SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD.

Easement Exhibit "A" – Gratiot Avenue Entrance

Part of Lots 63 and 64 of "ELMWOOD PARK URBAN RENEWAL PLAT No. 3", of part of Private Claims 90, 14, 91, 733, 609, 9 and 454, 11 and 453, 182, and 15. City of Detroit, Wayne Co., Michigan recorded in Liber 100 Pages 62-70. (Wayne County records), described as:

Commencing at the intersection of the westerly right-of-way of Grand Trunk Western Railroad and the northerly right-of-way of Jay Street (50 feet wide), said intersection also being the southeast corner of Lot 52 of "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", assigned by deed of trust to Peter Desnoyer drawn up by Anson E. Hathon at the request of the parties interested for the purposed of being recorded February 4th 1840, A.E. Hathon. Recorded in Liber 10, Pages 715, 716 & 717. City records, thence S.26°07'13"E. along the westerly right-of-way of said Grand Trunk Western Railroad 50.12 feet to the southerly right-of-way of said Jay Street; thence N.59°52'21"E. along the southerly right-of-way of said Jay Street, extended easterly, 60.15 feet to the easterly right-of-way of said Grand Trunk Western Railroad, also being the POINT OF BEGINNING.

Thence N.26°07'13"W. along the easterly right-of-way of said Grand Trunk Western Railroad and the westerly line of said "ELMWOOD PARK URBAN RENEWAL PLAT No. 3", a distance of 442.05 feet to the southerly right-of-way of Gratiot Avenue (120 feet wide);

Thence N.29°35'24"E. along the southerly right-of-way of said Gratiot Avenue 91.98 feet;

Thence S.60°10'24"E. 14.81 feet to a non-tangent curve;

Thence along a non-tangent curve to the left, having: an arc length of 111.51 feet, a radius of 86.56 feet, a chord bearing of S.24°44'24"E. and a chord distance of 103.96 feet;

Thence N.28°48'06"E. 5.04 feet;

Thence S.61°11'54"E. 25.00 feet;

Thence S.28°48'06"W. 4.99 feet;

Thence S.25°54'22"E. 133.42 feet;

Thence S.19°36'02"E. 179.23 feet;

Thence S.04°02'13"W. 48.79 feet to a point on the southerly right-of-way of Jay Street (50 feet wide);

Thence S.59°52'21"W. along the southerly right-of-way of said Jay Street, 50.96 feet to the intersection with the easterly right-of-way of said Grand Trunk Western Railroad also being the POINT OF BEGINNING.

Easement Exhibit "B"

A 10 feet wide Private Easement for Security Camera Conduit over that part of the following described land:

Part of Woodbridge Street (50 feet wide), lying within Private Claim 90; That part of Vacated Dequindre Ave. (60 feet wide) lying between said Woodbridge Street and Franklin Street (50 feet wide), lying within Private Claim 90; Part of said Franklin Street, lying within Private Claim 90; That part of said Vacated Dequindre Ave. lying between said Franklin Street and Guoin Street (50 feet wide), lying within Private Claim 90; Part of said Guoin Street, lying within Private Claim 90; That part of said Vacated Dequindre Ave. lying between said Guoin Street and Atwater Street (50 feet wide), lying within Private Claim 90; Part of Atwater Street (50 feet wide), lying within Private Claim 90; and being more particularly described as:

Beginning at the intersection of the northerly line of Woodbridge Street (50 feet wide) and the easterly line of Vacated Dequindre Ave. (60 feet wide); thence S26°07'36"E along the easterly line of said Vacated Dequindre Ave. 822.48 feet to a point on the southerly line of Atwater Street (50 feet wide); Thence S64°39'33"W along the southerly line of said Atwater Street, 10.00 feet, Thence N26°07'30"W along 821.64 feet; Thence N59°51'52"E 10.00 feet to the intersection of the northerly line of said Woodbridge Street and the easterly line of said Vacated Dequindre Ave. also being the POINT OF BEGINNING.

Containing 0.188 Acres (8,210.174 sq.ft.) more or less.

Subject to any and all easements and rights of way of record or otherwise.

EXHIBIT B

DEQUINDRE CUT GREENWAY PROJECT ELEMENTS TO BE MAINTAINED

A.

1. The Conservancy shall maintain, repair and replace the following elements of the Dequindre Cut Area Improvements in a manner consistent with the standards set forth in Section 3.03(A)-(C) of this Agreement and in Subsection A.2. below:

1. Landscaping (trees, shrubs, mulch, stone, etc.);
2. Grasses adjacent to trail areas and slopes;
3. Asphalt paths;
4. Access ramps at Gratiot, Lafayette and access at Woodbridge;
5. Handrails / guardrails along access ramps;
6. Signage - greenway entry signs;
7. Wayfinding and trail signage (if and when included in project scope);
8. Lighting and power systems (light fixtures/lamps/poles, light fixtures under bridges, and power distribution);
9. Security cameras/devices/call stations including infrastructure connecting these elements to Conservancy's security monitoring and control center at the Rivard Riverwalk Pavilion;
10. Bollards at greenway entrances;
11. Fencing within Dequindre Cut Area; and
12. Greenway furniture: trash receptacles, benches, bike racks (if and when included in project scope).

2. The Conservancy's obligations for maintenance, repairs and replacements with respect to the Dequindre Cut Area (other than those items to be maintained, repaired and/or replaced by the City as provided in Exhibit B (Section B) and the Existing Improvements which limited maintenance and repair obligations of the Conservancy are set forth in Section 3.03 of this Agreement and in Exhibit B (Section C)) shall be:

a. Cleaning

1. Dirt, litter and obstructions shall be removed routinely, and trash and leaves collected and removed as needed so as to maintain the Dequindre Cut Area in a clean, neat and good condition.

2. All walkways, sidewalks, light poles, rails, signs, monuments, benches, trash containers and other improvements and facilities shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

3. Graffiti shall be painted over or removed, as is appropriate to the nature of the surface unless such graffiti is sponsored or promoted in connection with the Conservancy's

programming. Any offensive or obscene graffiti shall be painted over or removed by the Conservancy at any time at the direction of the City.

4. Drains and catch basins shall be cleaned routinely to prevent clogging.

5. Branches and trees damaged or felled by winds, ice, vandalism or other causes shall be removed.

6. Snow and ice shall be removed from all walkways in the Dequindre Cut Area within twenty-four (24) hours after each snowfall or accumulation of ice, so as to not interfere with safe passage. Appropriate ice melt shall be spread as needed. This requirement shall not extend to decorative or artistic ice or snow sculptures or displays, or to any portions of the Dequindre Cut Area on which winter activities requiring ice or snow are sponsored or permitted by the Conservancy.

b. Landscape Maintenance

1. Trees and shrubs that are overextended or otherwise unsafe or unsightly shall be pruned and trimmed.

2. Weeds shall be removed from paving blocks, pavement, cobbled and concrete surfaces.

3. Trees and shrubs and other lawn areas shall be fertilized, as appropriate.

4. Trees and shrubs that are dead, diseased and/or otherwise unhealthy shall be removed or replaced.

5. Grass covered areas shall be spot re-seeded from time to time provided the City acknowledges that there will be no irrigation system on the Property so grass areas may experience burn in summer months.

6. Leaves shall be raked and collected.

7. Grass covered areas shall be mowed and edged as needed.

8. Mulch and stones shall be raked and re-spread and additional stones and mulch added from time to time.

c. Repairs and Replacements

1. Benches and other seating shall be painted and repaired or replaced as necessary.

2. Broken or cracked walls, barriers and fencing shall be painted, repaired or removed and replaced as necessary (specifically excluding the Existing Improvements).

3. All paved surfaces shall be repaired, patched or replaced as necessary for the surfaces to be maintained in a safe and attractive condition.

4. All graphics shall be maintained in a first class condition, and all vandalized or damaged signs shall be routinely cleaned, repaired or replaced with new signage.

5. All recreational facilities that are located in the Dequindre Cut Area shall be maintained in good condition and good working order at all times.

6. All items with painted surfaces shall be painted routinely.

7. All electrical equipment, including but not limited to lights and security equipment, shall be routinely repaired and replaced as required to maintain said equipment in good operating condition and repair.

B. The following items are specifically not included in the maintenance scope for the Conservancy in this Agreement and will be maintained by others, as indicated. These items include:

1. Vehicular bridges passing over the Greenway; (DPW/MDOT)
2. New pedestrian bridge(s) over the Greenway (if or when constructed); (DPW/MDOT)
3. Perimeter fencing at street level along St. Aubin Boulevard, Orleans Ave. and Gratiot Ave.; (DPW)
4. Grass (mowing, trimming and weed control) on areas outside the Dequindre Cut Area and outside (on the street side) of perimeter fencing described in Item 3, above; (DPW)
5. Storm sewer draining from north to south under the floor of the Dequindre Cut Area and all other storm sewers in the Dequindre Cut Area; (DWSD)
6. Bridge abutments existing within the Dequindre Cut Area for support of existing bridges; (DPW/MDOT)
7. Utilities within the Dequindre Cut Area property (right-of-way) limits, such as: water distribution, power systems, communications/telephone, etc; (DPW, DWSD, DTE, PLD, SBC or AT&T, etc.); and
8. Power supply, transformers and substation that are the property of the agency supplying the power; (DTE or PLD)

C. The Conservancy shall provide maintenance and repair limited to only weed control, painting, patching, grouting and crack filling with respect to the improvements (collectively, the "Existing Improvements") set forth below:

1. Pre-cast modular concrete-unit retaining walls on slopes of Dequindre Cut Area; and
2. Bridge abutments existing within the Dequindre Cut Area for those bridges that no longer exist

Exhibit C

STATE OF MICHIGAN) ss. SHORT FORM - TRUE COPY CERTIFICATE
CITY OF DETROIT)

I, Janice M. Winfrey CITY CLERK of the City of Detroit, do

hereby certify that the annexed paper is a True Copy of a Resolution

adopted by the City Council on December 11, 2006

and approved by the Mayor on December 15, 2006

as appears from the Journal of said City Council, on file in my office.

IN WITNESS WHEREOF, I have hereunto
Set my hand and affixed the Corporate
Seal of said City, at Detroit, on

March 2, 2007


City Clerk

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Department of Public Works
Administration Division
November 16, 2006
Honorable City Council
Re: Dequindre Cut Project Maintenance
and Use Agreement With the
Conservancy

On April 15, 2005 the City and the Detroit Riverfront Conservancy, Inc. (the "Conservancy") entered into the "Detroit Riverfront Conservancy Lease Agreement," the "Lease Agreement," which leases to the Conservancy certain property along the Detroit River for the purposes of maintaining and operating a linear public park known as the River walk on the aforementioned property.

As set forth in the recitals to the Lease Agreement, the City has created an overall vision for the planning, development and use, including recreational use of the Riverfront District of the City of Detroit.

With the assistance of grants from the Michigan Department of Natural Resources and the Michigan Department of Transportation ("MDOT"), with a grant from the Community Foundation of Southeastern Michigan to the Conservancy, the City will construct a non-motorized pathway open to the general public and related recreational purposes in the area commonly known as the "Dequindre Cut Area."

The Dequindre Cut Area generally lies between St. Aubin Boulevard on the east, Orleans Avenue on the west, Woodbridge Street on the south and Gratiot Avenue on the north.

It is the intention of the City and the Conservancy that the maintenance and use of the Dequindre Cut Area be integrated into the operation and maintenance of the Riverwalk.

In exchange for the opportunity to integrate the programming of activities for the Dequindre Cut Area into the programming of activities for the Riverwalk, the Conservancy has agreed to assume the responsibilities of the City to maintain the Dequindre Cut Area in accordance with the terms and conditions of a "Maintenance and Use Agreement" between the City and the Conservancy.

Therefore, we respectfully request your Honorable Body to adopt the attached resolution which authorizes:

1. That the Director of Department of Public Works is hereby authorized to execute a Maintenance and Use Agreement, attached as Exhibit A hereto, with the Conservancy for the maintenance of the Dequindre Cut Area greenway improvement.

2. That the Director of the Department of Public Works is authorized to execute instruments required to make and incorporate technical amendments or changes to the Maintenance and Use Agreement, including corrections to or conformations of legal descriptions to the extent that changes are required to correct minor inaccuracies or are technical matters that may arise during the term of the Maintenance and Use Agreement, provided that the changes do not materially affect the substance or terms of the Maintenance and Use Agreement.

3. That the Maintenance and Use Agreement be considered confirmed when executed by the Director of the Department of Public Works and approved by the City of Detroit Corporation Council as to form.

Respectfully submitted,
CATHY SQUARE

Director
Department of Public Works
**MAINTENANCE AND USE AGREEMENT
(DEQUINDRE CUT GREENWAY AREA)**
This MAINTENANCE AND USE AGREEMENT (this "Agreement"), is made as of the last date set forth on the signature page of this Agreement, by and between the CITY OF DETROIT, a Michigan municipality corporation, acting through its Department of Public Works, whose address is 513 Coleman A. Young Municipal Center, Detroit, Michigan 48226 (the "City"), and the DETROIT RIVERFRONT CONSERVANCY, INC., a Michigan nonprofit corporation, whose principal address is 200 Renaissance Center, Mail Code 482-913-004, Detroit, Michigan 48265-2000 (the "Conservancy").

RECITALS
This Agreement is based on the following recitals:

A. The City, acting through its Planning and Development Department and the Conservancy entered into a certain Detroit Riverfront Conservancy Lease Agreement (the "Lease") pursuant to the terms of which the City agreed to lease to the Conservancy certain property along the Detroit River for the purposes of maintaining and operating a public linear park to be constructed on the aforesaid property known as the Riverwalk (the "Riverwalk").

B. As set forth in the recitals to the Lease, the City has created an overall vision for the planning, development, and use, including recreational use of the Riverfront District of the City of Detroit.

C. With the assistance of grants from the Michigan Department of Transportation ("MDOT") and the Michigan Department of Natural Resources ("MDNR") and the Conservancy through the use of a matching grant from the Community Foundation of Southeastern Michigan (the "Community Foundation"), the City has or will construct in the area commonly known as the "Dequindre Cut Area" has more particularly described in Recital D and Section 1.01 below) a non-motorized pathway open to the general public and for related recreational purposes, the grants from MDOT, MDNR and the

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Community Foundation shall hereinafter be referred to collectively as the "Grants".

D. The Dequindre Cut Area generally lies between St. Aubin Boulevard on the east, Orleans Avenue on the west, Woodbridge Street on the south and Gratiot Avenue on the north and is adjacent to predominantly residential neighborhoods (streets and neighborhoods collectively being the "Adjacent Properties").

E. It is the intention of the parties that the operation and maintenance of the Dequindre Cut Area shall be integrated into the operation and maintenance of the Riverwalk.

F. Pursuant to the terms of the Grants, the City must provide for the perpetual maintenance of the improvements to be constructed in the Dequindre Cut Area.

G. In exchange for the opportunity to integrate the programming of activities for the Dequindre Cut Area into the programming of activities for the Riverwalk, the Conservancy has agreed to assume the responsibilities of the City to maintain the Dequindre Cut Area facilities as provided in this Agreement.

H. The parties are desirous of reducing their mutual understandings with regard to the matters set forth herein to writing and have therefore entered into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I

Description of the Dequindre Cut Area

Section 1.01 Description
The area that will be the subject of this Agreement commonly known as the Dequindre Cut Area shall be the property described in Exhibit A attached hereto and by its reference made a part hereof (referred to herein as the "Property" or "Dequindre Cut Area").

ARTICLE 2

Term of Agreement

Section 2.01 Term
The term of this Agreement shall be the same as the term of the Lease and any extensions thereof. This Agreement shall terminate at the same time as the Lease expires. If the Lease is extended, this Agreement shall be extended for an equivalent period. Such term shall be deemed to be in perpetuity for the purposes of any funding associated with the Property. Notwithstanding the foregoing, the Conservancy's obligations under this Agreement shall not commence until such time as the City completes construction of the improvements (the "Improvements") described in the "contract documents" for the improvements prepared by JLR LLC (Project Description: City of Detroit in cooperation with Michigan Department of Transportation Federal Highway Administration Dequindre Cut Greenway MDOT Job # JM 82619A, Control Section STE 82702, Federal Project # STP-0582(142) Federal Item # R04750) (collectively, the "JLR Documents") in accordance with the MDOT and MDNR grants and that certain Agreement (Dequindre Cut Greenway Project) between the Economic Development Corporation of the City of Detroit and the Conservancy dated December 1, 2005. The City shall promptly notify the Conservancy of any material changes to the JLR Documents and the City shall not change the JLR Documents without the Conservancy's prior written consent if such change will materially affect the Conservancy's obligations under this Agreement. The City shall deliver at least thirty (30) days' prior written notice to the Conservancy when the Improvements will be completed in accordance with this Agreement and the Conservancy's obligations are to commence under this Agreement.

Section 2.02 Construction of Improvements

No event will the Conservancy have any liability or obligation to the City to complete the initial construction of the improvements or to construct any additional improvements within Dequindre Cut Area other than replacements of the improvements as provided in this agreement, in the event of any defect in the improvements to be initially constructed and/or installed by the City, the City will enforce its rights against the contractor (the "Contractor") who constructed or installed such improvements to repair or replace such defect if such defects are covered under warranty and detected during the warranty period. The Conservancy shall promptly notify the City if it becomes aware of any such defective improvements and shall cooperate with the City in bringing any claims against the Contractor under applicable warranties related to such defective improvements; provided, however, the Conservancy shall have no obligation to repair or replace any such defective improvements if it is covered under warranty.

ARTICLE 3

Operation, Use, and Maintenance of the Dequindre Cut Area

Section 3.01 Operation and Use

A. The Conservancy shall have the right to use, operate and program activities in the Dequindre Cut Area subject to the provisions set forth below.

B. The Conservancy shall use and operate the improvements to be constructed in the Dequindre Cut Area for the benefit of the public in a manner consistent with its mission of enhancing general public access and connections to the Riverfront District of the City of Detroit and promoting programming activities

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designed to foster broad-based community participation in such activities and events while respecting ecological and conservation standards. Such activities may include strolling, jogging, biking, rollerblading, roller skating, parades, special events, festivals, street entertainers, food, beverage and merchandise concessions, educational activities, conservation programs and other activities which may, from time to time, be conducted in other riverfronts developed for public access. All such activities requiring permits shall be subject to the City's normal permitting processes.

C. The City and the Conservancy agree to coordinate the scheduling and programming of activities on the Dequindre Cut Area and on the City parks adjacent to the Dequindre Cut Area so as to minimize conflicts and provide an integrated and complementary series of events and programming. The Conservancy acknowledges that the City may from time to time need to temporarily restrict the use of the Dequindre Cut Area for maintenance, repair, removal or reconstruction of City utilities and highway bridges that cross the Dequindre Cut Area or in connection with the removal of the Reserved Right-of-Way (as defined below) as provided in sections 4.06 and 5.02 hereof.

D. The Conservancy shall not sponsor or promote the use of the Dequindre Cut Area for conduct that would be illegal or a nuisance, or would materially interfere with the use of any portion of the Adjacent Properties. Should the City believe that any such use is being sponsored or promoted, the City shall notify the Conservancy which shall promptly rectify the situation.

E. The Conservancy will be solely responsible for programming and paying for services required to operate and maintain the Dequindre Cut Area in accordance with this Agreement.

Section 3.02 Fees

No fee or charge may be imposed for entry onto and general use of the Dequindre Cut Area. However, programming sponsored or allowed by the Conservancy may include events or activities of a fundraising nature and may involve events or activities for which a fee or charge is imposed. All such fees and charges shall be reasonably based on covering the cost of the event or activity, the need to regulate use, the desire for fees and charges to be within the affordable reach or residents, and any restrictions or conditions imposed by the terms of the permit-making authorities.

Section 3.03 Maintenance

The Conservancy shall maintain, repair and replace the Improvements in the Dequindre Cut Area set forth on Exhibit B (Section A-1) attached hereto and by this reference made a part hereof and with the standards set forth in Section 3.03(A)-(C) below and on Exhibit B (Section A-2) attached hereto. The Conservancy shall be performed by the Conservancy in a good and workman-like manner. The Conservancy's obligation to maintain, repair and replace the Improvements within the Dequindre Cut Area shall cease temporarily or permanently in the case of the Reserved Right-of-Way area if removed from the Dequindre Cut Area as provided in Section 4.05 hereof) during such times and only in such areas as the City is working on the Dequindre Cut Area as provided in Sections 4.05 and 5.02 hereof. Notwithstanding anything to the contrary contained herein, the Conservancy agrees that with respect to the existing improvements (the "Existing Improvements") in the Dequindre Cut Area set forth on Exhibit B (Section C), the Conservancy will (i) remove weeds and other vegetation, (ii) paint and (iii) provide patching, grouting and crack filling in such areas. The Conservancy shall have absolutely no other maintenance or repair obligations whatsoever with respect to the Existing Improvements and under no circumstance will the Conservancy have any responsibility for replacement and/or removal work in connection with the Existing Improvements.

Section 3.04 Repairs and Replacements

The Conservancy's obligations for maintenance, repairs and replacements with respect to the Dequindre Cut Area (other than those items to be maintained, repaired and/or replaced by the City as provided in Exhibit B (Section B) and the Existing Improvements which limited maintenance and repair obligations of the Conservancy are set forth above and in Exhibit B (Section C)) shall be:

A. Cleaning

1. Dirt, litter and obstructions shall be removed routinely, and trash and leaves collected and removed as needed so as to maintain the Dequindre Cut Area in a clean, neat and good condition.

B. Walkways, Sidewalks, Light Poles, Rails, Signs, Monuments, Benches, Trash Containers and Other Improvements and Facilities

2. All walkways, sidewalks, light poles, rails, signs, monuments, benches, trash containers and other improvements and facilities shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

3. Graffiti shall be painted over or removed, as is appropriate to the nature of the surface unless such graffiti is sponsored or promoted in connection with the Conservancy's programming. Any offensive or obscene graffiti shall be painted over or removed by the Conservancy at any time at the direction of the City.

4. Drains and catch basins shall be cleaned routinely to prevent clogging.

5. Branches and trees damaged or felled by winds, ice, vandalism or other causes shall be removed.

6. Snow and ice shall be removed from all walkways in the Dequindre Cut Area

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within twenty-four (24) hours after each snowfall or accumulation of ice, so as to not interfere with safe passage. Appropriate ice melt shall be spread as needed. This requirement shall not extend to decorative or artistic ice or snow sculptures or displays, or to any portions of the Dequindre Cut Area on which winter activities requiring ice or snow are sponsored or permitted by the Conservancy.

B. Landscaping Maintenance

1. Trees and shrubs that are overextended or otherwise unsafe or unsightly shall be pruned and trimmed.

2. Weeds shall be removed from paving blocks, pavement, cobbled and concrete surfaces.

3. Trees and shrubs and other lawn areas shall be fertilized, as appropriate.

4. Trees and shrubs that are dead, diseased and/or otherwise unhealthy shall be removed or replaced.

5. Grass covered areas shall be spot reseeded from time to time provided the City acknowledges that there will be no irrigation system on the Property so grass areas may experience burn in summer months.

6. Leaves shall be raked and collected.

7. Grass covered areas shall be mowed and edged as needed.

8. Mulch and stones shall be raked and re-spread and additional stones and mulch added from time to time.

C. Repairs and Replacements

1. Benches and other seating shall be painted and repaired or replaced as necessary.

2. Broken or cracked walls, barriers and fencing shall be painted, repaired or removed and replaced as necessary (specifically excluding the Existing Improvements).

3. All paved surfaces shall be repaired, patched or replaced as necessary for the surfaces to be maintained in a safe and attractive condition.

4. All graphics shall be maintained in a first class condition, and all vandalized or damaged signs shall be routinely cleaned, repaired or replaced with new signage.

5. All recreational facilities that are located in the Dequindre Cut Area shall be maintained in good condition and good working order at all times.

6. All items with painted surfaces shall be painted routinely.

7. All electrical equipment, including but not limited to lights and security equipment, shall be routinely repaired and replaced as required to maintain said equipment in good operating condition and repair.

Section 2.04 Taxes

If the Property is not exempt from taxation, the City shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by any competent authority (collectively, the "Taxes"). The parties anticipate and expect that the Dequindre Cut Area will be entitled to exemption from property tax. The Conservancy shall pay all Taxes levied on or assessed against the Property as a consequence of any activities conducted or contracted for by the Conservancy. If necessary, the City and the Conservancy agree to cooperate in obtaining separate tax parcel identification numbers for the Property distinct from the tax parcel identification numbers of any other tax parcels.

ARTICLE 4

Covenants of the Conservancy and the City

Section 4.01 Maintenance of Existence and Purpose

The Conservancy shall remain in existence as an organization qualified under Section 501(c)(3) of the Internal Revenue Code with its principal corporate purpose being the design, construction, development, establishment, operation, programming, maintenance and security of parks, promenades and other green spaces along the Detroit River.

Section 4.02 Amendments to Corporate Documents

The Conservancy shall not amend its articles of incorporation or bylaws in such a way as to materially affect its existence, tax-exempt status, corporate purposes, or governing structure (including numbers and method of choosing directors and officers) without providing at least thirty (30) days' notice to the City.

Section 4.03 Public Access to Dequindre Cut Area and Public Benefit

The Conservancy and the City acknowledge that the parties are entering into this Agreement for the express purpose of benefiting the public and providing improved access to and enjoyment of the public with respect to the Dequindre Cut Area. Accordingly, the Conservancy and the City covenant that the Dequindre Cut Area is intended to provide a pedestrian and bicycle access route to the Riverfront District of the City of Detroit and shall always be open and available to the public except for temporary closures permitted under this Agreement.

Section 4.04 Records

The Conservancy shall maintain at its principal office complete and separate books, records, and documents (the "Records") relating to the management and operation of the Dequindre Cut Area. The Conservancy agrees to make the Records available to the City for inspection and copying at the City's request.

Section 4.05 Compliance with Restrictions Affecting the Dequindre Cut Area

The Conservancy and the City acknowledge that portions of the Property have been improved with Federal, State and/or private grants, and that the terms

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of such grants (such as the MDOT, MDNR and the Community Foundation grants) place perpetual restrictions on the use of property improved with such grants. Accordingly, the Conservancy agrees to comply with all applicable requirements and restrictions of the Grants. The City agrees to comply with all applicable requirements and restrictions of the MDOT and MDNR grants. In the event that the City elects to discontinue the use of the Dequindre Cut Area for recreational purposes by the general public (other than the removal of the Reserved Right-of-Way) and such election by the City results in a declaration of breach from the Community Foundation or southeastern Michigan to the Conservancy, the City agrees to return to the Community Foundation all grant money paid to the Conservancy for the Dequindre Cut Area plus interest in strict accordance with such grant. The City acknowledges that (i) it has received a true, correct and complete copy of the Community Foundation grant and (ii) the Conservancy would not otherwise agree to enter into this Agreement but for the City's agreement to return the Community Foundation grant funds plus interest if the City breaches the Community Foundation grant. The Conservancy and the City also acknowledge that the western right-of-way (the "Reserved Right-of-Way"), extending from the northern to the southern boundaries of the Dequindre Cut Area, is reserved by a resolution of the Detroit City Council for future motorized transportation facilities and may be removed from the City from recreational use for such transportation use at any time if the Reserved Right-of-Way is removed by the City from recreational use, upon notice by the City to the Conservancy of this action, all rights of usage and obligations for maintenance and repair by the Conservancy shall terminate with respect to the Reserved Right-of-Way area only in connection with the removal of the Reserved Right-of-Way area from the Dequindre Cut Area. The City shall complete such removal work (i) in a good, safe and workmanlike manner, (ii) in a prompt manner so as to minimize closures and disruption of access through the Dequindre Cut Area and (iii) so as to leave the remainder of the Dequindre Cut Area in a condition that will be in compliance with the terms and conditions of the MDOT and MDNR grants.

Section 4.06 Performance Standards
A. The Conservancy agrees to perform any repairs and maintenance work (i) with due diligence and good and workmanlike manner in accordance with the generally accepted standards of the industry, (ii) in accordance with all applicable laws, rules, requirements and regulations including specifically the applicable zoning ordinance, ordinances, and regulations of all governmental and quasi-governmental agencies and authorities having jurisdiction over the repairs and maintenance; and (iii) in accordance with the terms and provisions of this Agreement.

B. In the performance of its repairs and maintenance, the Conservancy shall (i) not unreasonably interfere with any other construction being performed on the Property; (ii) not impair in any more than an incidental manner the use, occupancy, or enjoyment of the Adjacent Properties by the owners thereof; and (iii) obtain the prior written approval from the City of Detroit Department of Public Works of any and all plans and specifications for subsurface repairs to ensure compliance with requirements and regulations of the City except in the event of an emergency, in which event only written notice to the City shall be required.

C. Once the Conservancy commences repairs or maintenance activities, the Conservancy shall diligently pursue such activities to completion.

Section 4.07 Safety Measures
The Conservancy will at all times take all safety measures reasonably required to protect the City and the public from any security or surveillance measures or injury and/or damage caused by or resulting from the performance of its repairs and maintenance activities, if required by code or generally accepted practices, the Conservancy will erect or cause to be erected an appropriate barricade and will maintain such barricade until the maintenance and/or repairs have been substantially completed.

Section 4.08 Security
The Dequindre Cut Area is a public right-of-way and will be patrolled by the police consistent with other public rights-of-way within the city limits. The Conservancy shall have no obligation to provide any security personnel or to take any security or surveillance measures or actions whatsoever with respect to the Dequindre Cut Area; provided, however, the Conservancy has agreed that, upon the City's initial construction of its security cameras and call stations in the Dequindre Cut Area and its connection of same to the Conservancy's Riverwalk Pavilion security monitoring and control center located on the Riverwalk, the Conservancy will operate and monitor the security cameras and call stations located in the Dequindre Cut Area in a manner consistent with the operation and monitoring of the security cameras and call stations located on the Riverwalk.

ARTICLE 5
City Obligations
Section 5.01 Facilitation of Permitting/Approvals for Events
The City through its various departments will cooperate with the Conservancy in

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providing the required permits and approvals for special events on, or in connection with, the Dequindre Cut Area and will expedite the processing of such permits and approvals.

Section 5.02 Utility and Bridge Repairs, Removal of Reserved Right-of-Way and other work in the Dequindre Cut Area

The City will endeavor to complete in a timely fashion any work that requires access through, beneath or adjacent to the Dequindre Cut Area and to schedule such repairs so as to minimize any disruption of the Dequindre Cut Area events or activities. The City and the Conservancy agree to cooperate and use reasonable efforts to provide other access in the event ingress and egress through the Dequindre Cut Area is closed or materially disrupted in connection with such work. Once the work is complete, the City will promptly return the Dequindre Cut Area to substantially the condition existing at the time the work was commenced except for the Reserved Right-of-Way area. If removed from the Dequindre Cut Area as provided in Section 4.05 hereof.

ARTICLE 6
Insurance and Indemnification
Section 6.01 Duty to Carry Liability Insurance

A. The Conservancy shall carry with financially responsible insurance companies rated "Excellent" (at least A-VIII) or better by the then current A.M. Best Company Insurance Reports for comparable rating from a comparable rating agency should A.M. Best Company cease to issue its insurance reports, commercial general liability insurance covering its legal liability in connection with claims for bodily injury, including death, contractual liability, property damage and personal injury written on an occurrence basis incurred in connection with the maintenance and/or repair of the Dequindre Cut Area or arising out of its operation of the Dequindre Cut Area. Such insurance shall have limits of Five Million (\$5,000,000) Dollars per occurrence. Each such policy of insurance shall name the City as an additional insured.

B. In addition, the Conservancy shall maintain as to the Dequindre Cut Area and the Improvements and shall require its contractors performing work in the Dequindre Cut Area to maintain the following:

1. Workers' Compensation with statutory benefits and Employers' Liability Insurance (or its equivalent) with limits of liability of not less than Five Hundred Thousand (\$500,000) Dollars

2. Automobile (motor vehicle) Liability

insurance with coverage for all owned, non-owned and leased vehicles, with combined single limits of not less than One Million (\$1,000,000) Dollars for bodily injury and/or property damage.

Section 6.02 Indemnification by Conservancy

A. The Conservancy agrees to defend, indemnify and save the City, its officers, employees and agents harmless against and from all claims, loss, damages, causes of action, costs and expenses, including reasonable attorneys' fees, related to personal injury, bodily injury or death of persons or destruction of or damage to property resulting from or arising out of or in any manner connected with the Conservancy's repair, maintenance and/or operation of activities on the Dequindre Cut Area. Notwithstanding the foregoing, the Conservancy's obligation to indemnify and hold harmless the City shall not apply to any liability, obligation, damage or expense which arises from or in connection with the gross negligence, or intentional or willful acts or omissions of the City, its officers, employees or agents or the exercise by the City of its rights under Section 5.02 or in connection with the City's initial construction obligations under this Agreement with respect to the Improvements. Notwithstanding anything to the contrary contained herein, the Conservancy shall have absolutely no obligation to indemnify, defend and/or hold the City harmless in connection with any claim or cause of action regarding or related to the method, procedure, type or manner in which security is being provided in the Dequindre Cut Area by the Conservancy or otherwise.

B. In the event that a claim arises, and indemnification is sought by the City pursuant to this Section, the City shall promptly notify the Conservancy of such claim and, if known, the facts constituting the basis for such claim (a "Third Party Claim"); provided, however, that in the event a claim for indemnification arises from or in connection with legal proceedings, the City shall give such notice thereafter to the Conservancy no later than ten (10) days prior to the time any response to the asserted claim is required; and, provided further, that the failure to give such reasonably prompt notice shall not release, waive or otherwise affect the Conservancy's obligation with respect thereto, except to the extent of any loss or prejudice as a result thereof. In the event a Third Party Claim arises, the Conservancy may assume the defense of such Third Party Claim if either (i) the defense of the Third Party Claim is tendered to the Conservancy by the City and within thirty (30) days thereafter such tender is accepted by the Conservancy; or (ii) within thirty (30) days after the date on which written notice of a Third Party Claim has been given to the Conservancy, the Conservancy shall acknowledge in writing to the City the Conservancy's indemnity obligations as provided in this Section.

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Except as authorized by the Conservancy, the City shall not, in such instances have the right to be represented by separate counsel at the expense of the Conservancy in any such contest, defense, litigation or settlement conducted by the Conservancy. So long as the Conservancy has assumed the defense of any Third Party Claim, and is defending such claim in good faith, the Conservancy shall have the exclusive right, in its sole discretion, to settle any such claim, either before or after the initiation of litigation, at such time and on such terms as the Conservancy deems appropriate provided that such settlement does not impose any obligations on the City. The City is entitled to indemnification against a Third Party Claim, and the Conservancy fails to assume the defense of such Third Party Claim pursuant to this Section, the City shall have the right, without prejudice to its right of indemnification hereunder, to contest, defend and litigate such Third Party Claim; provided that the City may not settle such Third Party Claim without the prior written consent of the Conservancy, such consent not to be unreasonably withheld or delayed. The City shall cooperate and assist the Conservancy with the review, adjudication and/or settlement of all claims against the City subject to the indemnity obligations set forth in this Section.

Section 6.03 Contractual Liability Insurance

The Conservancy further agrees to maintain contractual liability insurance insuring its obligations set forth in Section 6.02 with the same limits as provided in Section 6.01 for the commercial general liability insurance policy, which policy may be endorsed to include the contractual liability insurance coverage to satisfy this requirement.

Section 6.04 Certificate of Insurance
The Conservancy shall, on the request of the City, promptly furnish a certificate evidencing the Conservancy's compliance with the insurance coverage requirements of this Article. Each certificate of insurance shall name the City as an additional insured, where permitted by law, and stipulate therein that the insurance evidenced thereby shall not be materially reduced, canceled or not renewed unless thirty (30) days' prior written notice shall have been given to the insurer to City addressed to the persons stated in Article 8 hereof. The Conservancy shall not be required during any given one (1) year period to honor more than one such request from the City.

Section 6.05 Future Increases in Coverage

The Conservancy shall, upon the request of the City, provide additional insurance and/or increase the coverage amounts described in the preceding sections to be consistent with general insurance requirements of the City applicable to parties contracting with the City, as established from time to time by the management section of the City Finance Department, or successor agency fulfilling substantially the same function, provided that such insurance is commercially available. Any such increase in coverage shall be required upon expiration of the insurance policy then in effect, or one year from the date the City notifies the Conservancy of the requirement of additional or increased coverage, whichever occurs earlier.

ARTICLE 7
Default and Remedies
Section 7.01 Default, Including Failure to Maintain

If the Conservancy defaults in its obligations or breaches any of its covenants under the terms of this Agreement, the City may at any time give a written notice to the Conservancy setting forth the specific default or breach. If such default or breach involves the Conservancy's failure (i) to discharge any lien filed against the Dequindre Cut Area for the actions or inactions of the Conservancy whether for taxes, utilities, judgments or other purposes; (ii) to maintain the Dequindre Cut Area as provided in Section 3.03 (unless such breach is caused by the City's failure to initially construct the Improvements in accordance with this Agreement); (iii) to take adequate safety measures under Section 4.07, and/or (iv) to carry the insurance required under Sections 6.01 and 6.03, and such failure is not corrected with reasonable promptness and in any event, within thirty (30) days after receipt of such notice, or if such default or breach is such that it cannot be corrected within such time and the Conservancy fails to commence the correction of such default or breach within thirty (30) days and diligently prosecutes the same to completion thereafter, then, in either such event, the City shall have the right to correct such default or breach, including the right to enter upon the Dequindre Cut Area to correct such default or breach, at the cost of the Conservancy. The Conservancy shall pay any reasonable amounts so expended, with interest, in accordance with Section 7.02 hereof; provided, however, these provisions shall be without prejudice to the Conservancy to contest the right of the City to make such repairs or expend such monies. Notwithstanding anything herein to the contrary, in the event of an emergency situation, either party, as appropriate, may, with such notice as may be possible or appropriate under the circumstances, cure any default or breach and thereafter shall be entitled to the benefits of this Section 7.01.

Section 7.02 Payment on Default
If the City is compelled or elects to pay

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any sum of money or do any acts that require the payment of money by reason of the Conservancy's failure or inability to perform any of the provisions of this Agreement to be performed by the Conservancy, the Conservancy shall promptly, upon demand, reimburse the City of such sums. All such sums shall bear interest at the applicable rate set forth in Michigan Compiled Laws §600.6013(8), commonly known as the money judgment interest rate, but without compounding. A determination of interest rate in effect as aforesaid shall be made on the date of expenditure and shall remain in effect until the effective date of the next determination of the money judgment interest rate.

Section 7.03 Termination of this Agreement

Any Material Breach under this Agreement that is not cured after notice and reasonable opportunity to cure if curable, shall entitle the other party to terminate, cancel and otherwise rescind this Agreement upon ninety (90) days' notice to the other party; provided, however, this remedy shall not affect any other rights or remedies the parties may have by reason of any default under this Agreement. In the event of termination by either party the Conservancy shall offer to assign to the City all contracts held by the Conservancy executed in performing its obligations under this Agreement. The City shall have sixty (60) days to assume or reject each such contract. The City shall not be bound to accept the assignment of any contract unless it has affirmatively agreed to assume it. For purposes of this Section 7.03, a "Material Breach" shall mean the Conservancy's (i) failure to maintain its status as a non-profit corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; (ii) failure to maintain the Dequindre Cut Area in accordance with Section 3.03 for a period of ninety (90) days (unless such breach is caused by the City's failure to initially construct the Improvements as required under this Agreement); (iii) abandonment of the Dequindre Cut Area or (iv) subject to the following two sentences, failure by the Conservancy to indemnify the City and/or reimburse the City for indemnified expenses within ninety (90) days. If the Conservancy contests any such indemnity obligation in good faith, the failure to indemnify or pay indemnity shall not be deemed a material breach until the indemnity obligations are determined by the appropriate tribunal. Failure to pay the indemnity in the aggregate of less than Ten Thousand (\$10,000) Dollars shall not be deemed a Material Breach unless the indemnity obligation has been reduced to a court judgment.

Section 7.04 Right to Enjoin

In the event of any violation or threatened violation of any of the provisions of this Agreement, either party shall have the right to immediately apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

Section 7.05 Waiver of Default

A waiver of any default by a party must be in writing and no such waiver shall be implied from any omission by a party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a party to or of any act or request by another party requiring consent or approval shall or be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair such party's standing to exercise any other right or remedy.

ARTICLE 8
Notices and Approvals

Section 8.01 General Notice Requirements

Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice"), that a party is required or desired to give or make or communicate to any other party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed in the case of the City to:

City of Detroit
Department of Public Works
513 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Attention: Director
with a copy to:

City of Detroit - Law Department
1650 First National Building
650 Woodward Avenue
Detroit, Michigan 48226

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Attention: Corporation Counsel
and addressed in the case of the
Conservancy to:
Detroit Riverfront Conservancy, Inc.
200 Renaissance Center
Mail Code: 482-213-004
Detroit, Michigan 48225-200
Attention: Fay Alexander Nelson,
President and Chief Executive Officer
with a copy to:
Hogman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48225
Attention: Lawrence D. McLaughlin, Esq.
subject to the right of a party from time
to time to designate a different address by
notice similarly given, such different
address being effective under this Article
from and after the day of receipt of notice
thereof by any other party.

ARTICLE 9

Section 9.01 Captions—Exhibits
The captions of this Agreement are
inserted only as a matter of convenience
and for reference. They do not define, limit
or describe the scope or intent of this
Agreement and they shall not affect the
interpretation hereof. Exhibits attached
hereto which are specifically mentioned in
this Agreement are hereby made a part
hereof.

Section 9.02 Locative Adverbs: Terms
The locative adverbs, "herein," "here-
under," "hereto," "thereto," "hereafter,"
and like words, wherever the same appear
herein, mean and refer to this Agreement
in its entirety and not to any specific
Article, Section or Subsection hereof,
unless expressly otherwise provided.
When used herein, the term, "including,"
shall mean "including, with limitation"
unless otherwise specifically provided.

**Section 9.03 Agreement for Exclusive
Benefit of Parties**

The provisions of this Agreement are
for the exclusive benefit of the parties
hereto and not for the benefit of any other
person, nor shall this Agreement be
deemed to have conferred any rights,
express or implied, upon any third person.
This Section shall not be construed to
limit the powers of the City to enforce the
terms of this Agreement for the benefit of
the public.

**Section 9.04 No partnership, Joint
Venture or Principal-Agent Relationship**

Neither anything in this Agreement con-
tained nor any acts of the parties hereto
shall be deemed or construed by the parties
hereto, or any of them, or by any third
person, to create the relationship of prin-
cipal and agent, or of partnership, or of
joint venture, or of any association
between the parties.

Section 9.05 Successors and Assigns
This Agreement shall bind and inure to the
benefit of the respective successors and
permitted assigns of the parties.

**Section 9.06 Assignment and Sub-
letting**

The Conservancy shall not have the
right to assign or sublet this Agreement,
or any rights hereunder without the express
written agreement of the City of Detroit.

Section 9.07 Governing Laws
This Agreement shall be construed and
governed in accordance with the laws of
the State of Michigan.

**Section 9.08 Responses to Requests
for Consents or Approvals**

Whenever a party is requested to con-
sent to or approve of any matter with
respect to which its consent or approval is
required by this Agreement, the party
shall respond in writing within thirty (30)
days of receipt of the request either grant-
ing such consent or approval, or providing
specific reasons why the consent or
approval is denied.

Section 9.9 Force Majeure

Notwithstanding anything contained in
this Agreement, each party shall be
excused from performance of its obligations
under this Agreement, and any delay in
the performance of any obligation under
this Agreement shall be excused while
and so long as the performance of the
obligation is prevented, delayed or other-
wise hindered by acts of God, fire, earth-
quake, floods, explosion, actions of the
elements, war, riots, mob violence, acts of
terrorism, inability to procure or a general
shortage of labor, equipment, facilities,
materials or supplies in the open market,
failure of transportation, strikes, lockouts,
actions of labor unions, condemnation,
court orders, laws, orders or military
authorities, regulations or orders of govern-
mental authorities (unless such other regu-
lations or orders are enforcement or
quasi-enforcement actions directed to or
against the party due to the act or failure
to act of the ordered or regulated party) or
any other cause, whether similar or dis-
similar to the foregoing, not within the
control of such party (other than lack of
or inability to procure funds or financing to
fulfill its commitments and obligations under
this Agreement).

**Section 9.10 Authority of Parties to
Execute the Agreement**

The Conservancy represents, covenants
and agrees that as of the date of execu-
tion of this Agreement, it has the full right
and lawful authority to enter into this
Agreement for its full term hereof. The City
shall not be bound by the terms of this
Agreement until it has been signed by the
duly authorized officer or agent of the City,
pursuant to and in accordance with the
terms of a resolution adopted by the Detroit
City Council, as approved by the Mayor,
and is approved by the Corporation
Counsel, as required by the Detroit City
Charter and City Code.

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Section 9.11 Counterparts
This Agreement may be signed in sev-
eral counterparts, each of which shall be
deemed an original, and all such counter-
parts shall constitute one and the same
instrument.

Section 9.12 Integration Clause
This Agreement, as it may be revised
from time to time, represents the entire
agreement between the parties with
respect to the subject matter hereof.

Section 9.13 Fair Employment Practices
The Conservancy agrees not to dis-
criminate against any employee or appli-
cant for employment, with respect to hire,
tenure, terms, conditions or privileges of
employment, or any matter directly or indi-
rectly related to employment, because of
race, color, religion, national origin,
ancestry, age, sex, height, weight, marital
status or disability that is unrelated to an
individual's ability to perform the duties of
the particular job or job description.

Section 9.14 Document Preparation
Each of the Parties has joined in and
contributed to the drafting of this
Agreement. In construing and interpreting
the terms of this Agreement, there shall be
no presumption favoring or burdening
any Party based upon draftsmanship.
IN WITNESS WHEREOF, the parties
hereto have signed this Agreement as of
_____ 2006.

CITY OF DETROIT
a Michigan public body corporate, acting
by and through the Department of Public
Works
By: _____
Cathy Square
Its Director

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

The foregoing instrument was acknowl-
edged before me on _____
by Cathy Square, the Director of the
Department of Public Works of the City of
Detroit, a Michigan public body corporate,
on behalf of such public body corporate.

Print Name: _____
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____

Approved by Corporation Counsel pursuant
to Section 6-406 of the City Charter

Approved by City Council on: _____

Purchasing Director

DETROIT RIVERFRONT CONSERVANCY,
INC.,
a Michigan non profit corporation

By: _____
Fay Alexander Nelson
Its President and Chief Executive Officer

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

The foregoing instrument was acknowl-
edged before me on _____
by Fay Alexander Nelson, President and
Chief Executive Officer, of Detroit
Riverfront Conservancy, Inc., a Michigan
non-profit corporation, on behalf of such
non-profit corporation.

Print Name: _____
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____

Drafted by and when recorded return to:
Lawrence D. McLaughlin, Esq.
Hogman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226

EXHIBIT A
DEQUINDRE CUL AREA
PROPERTY DESCRIPTION

Legal Description: Dequindre Cul
Area between south right of way line of
Gratiot Avenue and north right of way line
of Woodbridge, bounded on the east by
St. Aubin Boulevard and on the west by
Orleans Street.

BEGINNING AT THE INTERSECTION
OF THE WESTERLY LINE OF THE
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY (VACATED DEQUIN-
DRE AVENUE, 60 FEET WIDE) AND
THE SOUTHERLY LINE OF E. JEFFER-
SON AVENUE (120 FEET WIDE);

THENCE N.26°07'13"W. (REC. AS N.
26°07'35"W.) ALONG SAID WESTERLY
LINE OF THE GRAND TRUNK WEST-
ERN RAILROAD RIGHT-OF-WAY, ALSO
BEING THE EASTERLY LINE AND
SOUTHERLY EXTENSION THEREOF
OF "SOUTH LAFAYETTE PARK SUBDI-
VISION" OF PARTS OF PRIVATE
CLAIMS 6, 181, 7, 132, 12, 8 AND 17,
CITY OF DETROIT, WAYNE COUNTY,
MICHIGAN AS RECORDED IN LIBER 88
OF PLATS ON PAGES 61 THRU 64,
INCLUSIVE, (WAYNE COUNTY
RECORDS); ALSO BEING THE EAST-
ERLY LINE AND NORTHERLY EXTEN-
SION THEREOF OF THE "PLAT OF THE
ANTIONE DEQUINDRE FARM" AS RECORDED
IN LIBER 10 OF PLATS ON PAGES 715
THRU 717, INCLUSIVE, CITY RECORDS;
441.77 FEET TO A POINT ON THE
NORTHERLY LINE OF LARNED
STREET (120 FEET WIDE); THENCE
S.59°53'03"W. (REC. AS S.59°51'50"W.)

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ALONG SAID NORTHERLY LINE OF
LARNED STREET 53.57 FEET TO ITS
INTERSECTION WITH THE EASTERLY
LINE OF ORLEANS STREET (VARI-
ABLE WIDTH); THENCE N.23°28'22"W.
(REC. AS N.42°02'15"W.) ALONG SAID
EASTERLY LINE OF ORLEANS 201.22
FEET TO ITS INTERSECTION WITH
THE SOUTHERLY LINE OF VACATED
CONGRESS STREET (60 FEET WIDE);
THENCE N.59°51'38"E. ALONG SAID
SOUTHERLY LINE OF VACATED CON-
GRESS STREET 44.29 FEET TO A
POINT ON SAID WESTERLY LINE OF
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY; THENCE 26°07'13"W.
ALONG SAID RIGHT-OF-WAY 50.15
FEET TO ITS INTERSECTION WITH
THE NORTHERLY LINE OF SAID
VACATED CONGRESS STREET;
THENCE 5.59°52'21"W. ALONG SAID
NORTHERLY LINE OF VACATED CON-
GRESS STREET 41.73 FEET TO ITS
INTERSECTION WITH SAID EASTERLY
LINE OF ORLEANS STREET; ALSO
BEING A POINT ON THE EASTERLY
LINE OF SAID "SOUTH LAFAYETTE
PARK SUBDIVISION".

THENCE N.28°08'22"W. (REC. AS
N.26°07'35"W.) ALONG SAID EASTERLY
LINE OF ORLEANS STREET 297.39
FEET TO ITS INTERSECTION WITH
THE SOUTHERLY LINE OF VACATED
FORT STREET (50 FEET WIDE);
THENCE N.59°51'38"E. ALONG THE
SOUTHERLY LINE OF SAID VACATED
FORT STREET 41.66 FEET TO A POINT
ON THE WESTERLY LINE OF SAID
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY; THENCE N.26°07'13"W.
ALONG THE WESTERLY LINE OF SAID
RIGHT-OF-WAY 50.12 FEET TO ITS
INTERSECTION WITH THE NORTHERLY
LINE OF SAID VACATED FORT STREET;
THENCE N.59°51'38"W. ALONG SAID
NORTHERLY LINE OF VACATED FORT
STREET 41.46 FEET TO ITS INTER-
SECTION WITH SAID EASTERLY LINE
OF ORLEANS STREET. THENCE
N.28°08'22"W. (REC. AS N.26°07'35"W.)
ALONG SAID EASTERLY LINE OF
ORLEANS STREET 226.72 FEET TO ITS
INTERSECTION WITH THE SOUTHERLY
LINE OF EAST LAFAYETTE AVENUE
(120 FEET WIDE); THENCE N.59°50'02"E.
ALONG SAID SOUTHERLY LINE OF
EAST LAFAYETTE AVENUE 41.59 FEET
TO ITS INTERSECTION WITH SAID
WESTERLY LINE OF THE GRAND
TRUNK WESTERN RAILROAD RIGHT-
OF-WAY; THENCE N.26°07'13"W. ALONG
SAID WESTERLY LINE OF THE GRAND
TRUNK WESTERN RAILROAD RIGHT-
OF-WAY 120.30 FEET TO ITS INTER-
SECTION WITH THE NORTHERLY LINE
OF SAID EAST LAFAYETTE AVENUE;
THENCE S.59°50'02"W. ALONG SAID
NORTHERLY LINE OF SAID EAST LAFAYETTE
AVENUE 41.05 FEET TO THE SOUTH-
EAST CORNER OF "LAFAYETTE PARK
SUBDIVISION" OF PARTS OF PRIVATE
CLAIMS 6, 181, 7, 132, 12, 8 AND 17,
CITY OF DETROIT, WAYNE COUNTY,
MICHIGAN AS RECORDED IN LIBER 88
OF PLATS ON PAGES 61 THRU 64,
INCLUSIVE, WAYNE COUNTY RECORDS;
THENCE ALONG THE EASTERLY LINE
OF SAID "LAFAYETTE PARK SUBDI-
VISION" THE FOLLOWING TWENTY-TWO
(22) COURSES: N.26°30'07"W. 296.63
FEET (REC. AS N.26°30'13"W. 296.61
FEET); THENCE N.37°31'39"W. 50.42
FEET (REC. AS N.37°31'45"W.);

THENCE N.24°08'34"W. 231.84 FEET
(REC. AS N.26°08'48"W.); THENCE
N.58°52'21"E. 45.01 FEET (REC. AS
N.58°52'15"E. 44.93 FEET); THENCE
N.26°07'13"W. 50.12 FEET (REC. AS
N.26°06'53"W.); THENCE S.59°52'21"W.
44.98 FEET (REC. AS S.59°52'15"W.);
43.93 FEET); THENCE N.25°37'24"W.
231.10 FEET (REC. AS N.25°37'30"W.);

THENCE N.40°18'27"W. 40.64 FEET
(REC. AS N.40°18'33"W.); THENCE
N.27°36'14"W. 230.20 FEET (REC. AS
N.27°36'20"W.); THENCE N.22°42'55"W.
50.42 FEET (REC. AS N.22°42'55"W.);

THENCE N.26°21'28"W. 230.58 FEET
(REC. AS N.26°21'34"W.); THENCE
N.59°52'21"E. 55.91 FEET (REC. AS
N.59°52'15"E. 55.93 FEET); THENCE
N.26°07'13"W. 50.12 FEET (REC. AS
N.26°06'53"W.); THENCE S.59°52'21"W.
54.90 FEET (REC. AS S.59°52'15"W.
54.93 FEET); THENCE N.25°51'45"W.
230.68 FEET (REC. AS N.25°51'51"W.);

THENCE N.22°42'55"W. 50.43 FEET
(REC. AS N.22°42'55"W.); THENCE
N.28°08'39"W. 281.18 FEET (REC. AS
N.28°08'45"W.); THENCE N.26°51'15"W.
231.00 FEET (REC. AS N.26°51'21"W.);

THENCE N.59°52'15"E. 53.90 FEET
(REC. AS N.59°52'15"E. 53.90 FEET);

THENCE N.26°07'13"W. 50.12 FEET
(REC. AS N.26°03'53"W.); THENCE
S.59°52'21"W. 53.77 FEET (REC. AS
S.59°52'15"W. 53.90 FEET); THENCE
N.28°05'08"W. 230.21 FEET (REC. AS
N.28°04'42"W.) TO THE NORTHEAST
CORNER OF SAID "LAFAYETTE PARK
SUBDIVISION"; SAID POINT ALSO
BEING ON THE SOUTHERLY LINE OF
ANTIENTAM STREET (50 FEET WIDE);

THENCE N.59°52'21"E. 64.74 FEET
ALONG SAID SOUTHERLY LINE OF
ANTIENTAM STREET TO ITS INTERSEC-
TION WITH SAID WESTERLY LINE OF
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY; THENCE N.26°07'13"W.
ALONG SAID WESTERLY LINE OF THE
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY 50.12 FEET TO ITS
INTERSECTION WITH THE NORTH
LINE OF SAID ANTIENTAM 35.09
FEET; THENCE N.26°07'13"W. 230.77
FEET TO A POINT ON THE SOUTHERLY

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LY LINE OF JAY STREET (50 FEET
WIDE); THENCE N.59°52'21"E. ALONG
SAID SOUTHERLY LINE OF JAY
STREET 38.09 FEET TO ITS INTER-
SECTION WITH SAID WESTERLY LINE
OF GRAND TRUNK WESTERN RAIL-
ROAD RIGHT-OF-WAY; THENCE
N.26°07'13"W. ALONG SAID WESTERLY
LINE OF SAID RIGHT-OF-WAY 50.12
FEET TO ITS INTERSECTION WITH
THE NORTHERLY LINE OF SAID JAY
STREET SAID POINT ALSO BEING THE
SOUTHEAST CORNER OF LOT 52,
SECTION 25, OF THE "SUBDIVISION
OF THE A. DEQUINDRE FARM" AS
RECORDED IN LIBER 10 OF PLATS ON
PAGES 715 THRU 717 INCLUSIVE, CITY
RECORDS; THENCE S.59°52'21"W.
ALONG SAID NORTHERLY LINE OF JAY
STREET, ALSO BEING THE SOUTHERLY
LINE OF SAID LOT 52 A DISTANCE
OF 11.50 FEET; THENCE N.29°29'02"W.
102.10 FEET TO A POINT ON THE
NORTHERLY LINE OF SAID LOT 52;
THENCE S.59°52'21"W. ALONG SAID
NORTHERLY LINE OF LOT 52 A DIS-
TANCE OF 33.80 FEET; THENCE
N.26°07'13"W. 221.87 FEET TO A POINT
ON THE SOUTHERLY LINE OF GRA-
TIOT AVENUE; THENCE N.29°35'24"E.
ALONG SAID SOUTHERLY LINE OF
GRATIOT AVENUE 61.69 FEET TO ITS
INTERSECTION WITH SAID WESTERLY
LINE OF THE GRAND TRUNK WESTERN
RAILROAD RIGHT-OF-WAY; THENCE
N.26°07'13"W. ALONG SAID RIGHT-OF-
WAY 145.24 FEET TO ITS INTERSEC-
TION WITH THE NORTHERLY LINE OF
SAID GRATIOT AVE.; THENCE
N.29°35'24"E. ALONG THE NORTHERLY
LINE OF SAID GRATIOT AVE., 72.62
FEET TO ITS INTERSECTION WITH
THE EASTERLY LINE OF SAID GRAND
TRUNK WESTERN RAILROAD;
THENCE S.26°07'13"E. ALONG THE
EASTERLY LINE OF SAID GRAND
TRUNK WESTERN RAILROAD RIGHT-
OF-WAY 837.74 FEET TO THE NORTH-
WESTERLY CORNER OF LOT 2 OF
"ELMWOOD PARK URBAN RENEWAL
PLAT NO. 1," OF PART OF P.C. 14, 90
AND 91, CITY OF DETROIT, WAYNE
COUNTY MICHIGAN AS RECORDED IN
LIBER 89 OF PLATS ON PAGES 47
THRU 49 INCLUSIVE, CITY RECORDS;
THENCE N.59°52'21"E. (REC. AS
N.59°52'13"E.) ALONG THE NORTH
LINE OF SAID LOT 2 A DISTANCE OF
55.14 FEET TO THE NORTHEAST
CORNER OF SAID LOT; THENCE
S.26°07'13"E. (REC. AS S.26°06'45"E.)
ALONG THE EAST LINE OF SAID LOT;
A DISTANCE OF 161.16 FEET TO THE
SOUTHEAST CORNER OF SAID LOT;

THENCE S.59°52'21"W. (REC. AS
S.59°52'13"W.) ALONG THE SOUTH
LINE OF SAID LOT 2 A DISTANCE OF
55.14 FEET TO THE SOUTHWEST
CORNER OF SAID LOT; ALSO BEING A
POINT ON THE EASTERLY LINE OF
SAID GRAND TRUNK WESTERN RAIL-
ROAD RIGHT-OF-WAY; THENCE
S.26°07'13"E. (REC. AS S.26°06'45"E.)
ALONG SAID EASTERLY RIGHT-OF-
WAY 50.12 FEET TO THE NORTHWEST-
ERLY CORNER OF LOT 1 OF SAID
"ELMWOOD PARK URBAN RENEWAL
PLAT NO. 1," THENCE N.58°52'21"E.
(REC. AS N.58°51'33"E.) ALONG THE
NORTHERLY LINE OF SAID LOT 1 A
DISTANCE OF 55.14 FEET TO THE
NORTHEAST CORNER OF SAID LOT;
THENCE S.26°07'13"E. (REC. AS
S.26°06'45"E.) ALONG THE EASTERLY
LINE OF SAID LOT 1 ALSO BEING THE
WESTERLY LINE OF ST. AUBIN AVENUE
(120 FEET WIDE) 2253.67 FEET (REC.
AS 2253.05 FEET) TO THE SOUTHEAST
CORNER OF SAID LOT, ALSO BEING
THE INTERSECTION OF THE NORTH
LINE OF SAID EAST LAFAYETTE
AVENUE AND THE WESTERLY LINE OF
SAID ST. AUBIN STREET; THENCE
S.59°50'02"W. (REC. AS S.59°51'50"W.)
ALONG THE SOUTH LINE OF SAID LOT
1, ALSO BEING THE NORTH LINE OF
SAID EAST LAFAYETTE AVENUE 55.14
FEET TO THE SOUTHWEST CORNER
OF SAID LOT; SAID POINT ALSO BEING
ON THE EASTERLY LINE OF SAID
GRAND TRUNK WESTERN RAILROAD
RIGHT-OF-WAY; THENCE S.26°07'13"E.
(REC. AS S.26°06'45"E.) ALONG SAID
EASTERLY LINE OF SAID RIGHT-OF-
WAY, ALSO BEING THE WESTERLY LINE
OF SAID "ELMWOOD PARK URBAN
RENEWAL PLAT NO. 1," AND THE
EXTENSION THEREOF 120.30 FEET TO
ITS INTERSECTION WITH THE SOUTH
LINE OF SAID EAST LAFAYETTE
AVENUE; THENCE N.59°50'02"E. ALONG
SAID SOUTHERLY LINE OF EAST
LAFAYETTE AVENUE 55.14 FEET TO
ITS INTERSECTION WITH THE WEST
LINE OF SAID ST. AUBIN STREET;
THENCE S.26°07'13"E. ALONG SAID
WESTERLY LINE OF SAID ST. AUBIN
STREET 88.45 FEET TO A POINT ON
THE NORTHERLY LINE OF LOT 23 OF
THE "PLAT OF THE SUBDIVISION OF
LOT 4, WITHERELL FARM" AS
RECORDED IN LIBER 10 OF PLATS ON
PAGE 19 OF CITY RECORDS; THENCE
S.59°51'38"W. ALONG SAID NORTH
LINE OF LOT 23, A DISTANCE OF 20.84
FEET TO THE NORTHEASTERLY COR-
NER OF LOT 24 OF SAID "PLAT OF THE
SUBDIVISION OF LOT 4, WITHERELL
FARM" THENCE S.30°08'22"E. ALONG
THE EASTERLY LINE OF SAID LOT 24 A
DISTANCE OF 138.00 FEET TO A POINT
ON THE NORTHERLY LINE OF SAID
VACATED FORT STREET; THENCE
S.26°07'54"E. 50.12 FEET TO A POINT
ON THE SOUTHERLY LINE OF VACAT-
ED FORT STREET; SAID POINT ALSO
BEING THE NORTHEASTERLY COR-
NER OF LOT 17 OF SAID "PLAT OF THE

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SUBDIVISION OF LOT 4, WITHERELL FARM; THENCE S.30°07'59"E. ALONG THE EASTERLY LINE OF SAID LOT 17 A DISTANCE OF 158.85 FEET TO A POINT ON THE WESTERLY LINE OF SAID ST. AUBIN STREET; THENCE S.26°07'13"E. ALONG SAID WESTERLY LINE OF ST. AUBIN STREET 198.49 FEET; THENCE S.59°51'38"W. 11.14 FEET TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID "PLAT OF THE SUBDIVISION OF LOT 4, WITHERELL FARM"; THENCE S.30°06'57"E. ALONG THE EASTERLY LINE OF SAID LOT 9 A DISTANCE OF 119.94 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9.

THENCE N.59°53'03"E. ALONG THE SOUTHERLY LINE OF LOT 9 AND THE EXTENSION THEREOF 2.78 FEET TO A POINT ON SAID WESTERLY LINE OF ST. AUBIN STREET; THENCE S.26°07'13"E. ALONG SAID WESTERLY LINE OF ST. AUBIN STREET 20.05 FEET; THENCE S.59°53'03"W. 19.53 FEET; THENCE S.30°06'57"E. 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID LARNED STREET; THENCE S.59°53'03"W. ALONG SAID NORTH LINE OF LARNED STREET 39.80 FEET TO A POINT ON THE EASTERLY LINE OF SAID GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY; THENCE S.26°07'13"E. ALONG SAID EASTERLY RIGHT-OF-WAY 441.83 FEET TO THE SOUTHERLY LINE OF SAID EAST JEFFERSON AVENUE; THENCE S.59°56'21"W. ALONG SAID SOUTHERLY LINE OF EAST JEFFERSON AVENUE 60.14 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND SOUTH OF EAST JEFFERSON AVENUE DESCRIBED AS FOLLOWS:

Beginning at the intersection of the northerly line of Woodbridge Street (50 feet wide) and the westerly line of Grand Trunk Western Railroad right of way (variable width); Thence N.25°53'32"W. along said westerly line of the Grand Trunk Western Railroad right of way 200.85 feet to the southerly line of East Jefferson Avenue (120 feet wide); Thence N.53°56'21"E. along said southerly line of East Jefferson Avenue 79.05 feet; Thence S.26°09'05"E. 200.89 feet to a point on said northerly line of Woodbridge Street; Thence S.59°51'10"W. along said northerly line of Woodbridge Street 79.85 feet to the point of beginning.

SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD.

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Engineers, Architects & Surveyors
Part of Lots 63 and 54 of "ELMWOOD PARK URBAN RENEWAL PLAT No. 3", of part of Private Claim 90, 14, 91, 733, 609, 9 and 454, 11 and 453, 182, and 15 City of Detroit, Wayne Co., Michigan recorded in Liber 100 Pages 62-70, (Wayne County records), described as:

Commencing at the intersection of the westerly right-of-way of Grand Trunk Western Railroad and the northerly right-of-way of Jay Street (50 feet wide), said intersection also being the southeast corner of Lot 52 of "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", assigned by deed of trust to Peter Desnoyer drawn up by Anson E. Hathon at the request of the parties interested for the purpose of being recorded February 4th 1840, A. E. Hathon. Recorded in Liber 10, Pages 715, 716 & 717, City records, thence S.26°07'13"E. along the westerly right-of-way of said Grand Trunk Western Railroad 50.12 feet to the southerly right-of-way of said Jay Street; thence N.59°52'21"E. along the southerly right-of-way of said Jay Street, extended easterly, 60.15 feet to the easterly right-of-way of said Grand Trunk Western Railroad, also being the POINT OF BEGINNING.

Thence N.26°07'13"W. along the easterly right-of-way of said Grand Trunk Western Railroad and the westerly line of said "ELMWOOD PARK URBAN RENEWAL PLAT No. 3", a distance of 442.05 feet to the southerly right-of-way of Gratiot Avenue (120 feet wide);

Thence N.29°35'24"E. along the southerly right-of-way of said Gratiot Avenue 91.98 feet;

Thence S.60°10'24"E. 14.81 feet to a non-tangent curve;

Thence along a non-tangent curve to the left, having an arc length of 111.51 feet, a radius of 86.56 feet, a chord bearing of S.24°44'24"E. and a chord distance of 103.98 feet;

Thence N.38°48'06"E. 5.04 feet;

Thence S.61°11'54"E. 25.00 feet;

Thence S.28°48'08"E. 4.99 feet;

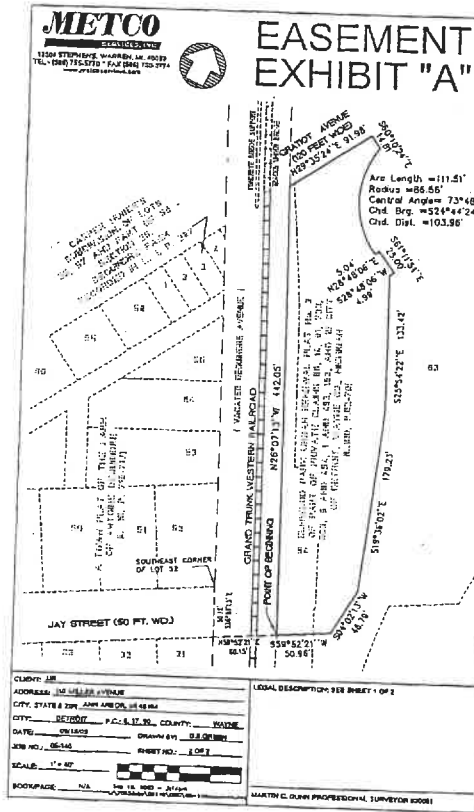
Thence S.25°54'22"E. 133.42 feet;

Thence S.19°36'02"E. 179.23 feet;

Thence S.04°02'13"W. 48.79 feet to a point on the southerly right-of-way of Jay Street (50 feet wide);

Thence S.59°52'21"W. along the southerly right-of-way of said Jay Street, 50.95 feet to the intersection with the easterly right-of-way of said Grand Trunk Western Railroad also being the POINT OF BEGINNING.

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Engineers, Architects & Surveyors
Easement Exhibit "A"
A 10 foot wide Private Easement for Security Camera Conduit over that part of the following described land:

Part of Woodbridge Street (50 feet wide), lying within Private Claim 90; That part of Vacated Dequindre Ave. (60 feet wide) lying between said Woodbridge Street and Franklin Street (50 feet wide), lying within Private Claim 90; Part of said Franklin Street, lying within Private Claim 90;

That part of said Vacated Dequindre Ave. lying between said Franklin Street and Guion Street (50 feet wide), lying within Private Claim 90; Part of said Guion Street, lying within Private Claim 90;

That part of said Vacated Dequindre Ave. lying between said Guion Street and Alwater Street (50 feet wide), lying within Private Claim 90; Part of Alwater Street (50 feet wide), lying within Private Claim 50; and being more particularly described as:

Beginning at the intersection of the northerly line of Woodbridge Street (50 feet wide) and the easterly line of Vacated Dequindre Ave. (60 feet wide); thence S.26°07'38"E. along the easterly line of said Vacated Dequindre Ave. 822.48 feet to a point on the southerly line of Alwater Street (50 feet wide);

Thence S.64°39'33"W. along the southerly line of said Alwater Street, 10.00 feet;

Thence N.26°07'30"W. along 821.84 feet;

Thence N.59°51'52"E. 10.00 feet to the intersection of the northerly line of said Woodbridge Street and the easterly line of said Vacated Dequindre Ave. also being the POINT OF BEGINNING.

Containing 0.188 Acres (8,210.174 sq. ft.) more or less.

Subject to any and all easements and rights of way of record or otherwise.

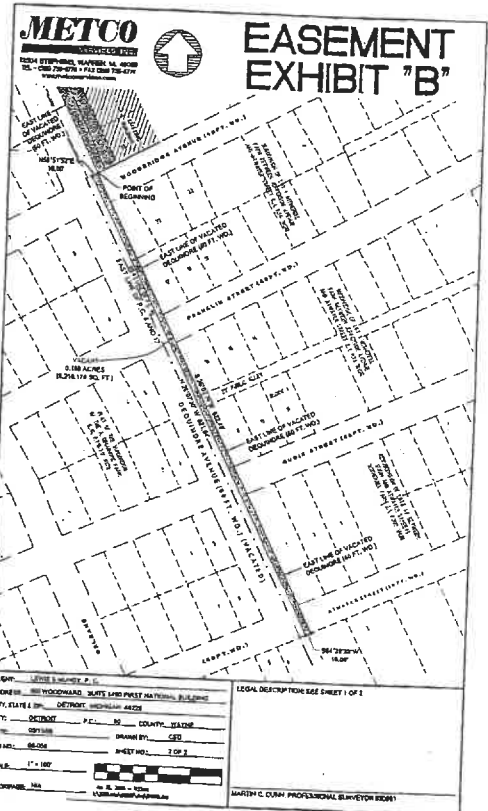


EXHIBIT B DEQUINDRE CUT GREENWAY PROJECT ELEMENTS TO BE MAINTAINED

A. 1. The Conservancy shall maintain, repair and replace the following elements of the Dequindre Cut Area Improvements in a manner consistent with the standards set forth in Section 3.03(A)-(C) of this Agreement and in Subsection A.2. below:

1. Landscaping (trees, shrubs, mulch, stone, etc.);
2. Grasses adjacent to trail areas and slopes;
3. Asphalt paths;
4. Access ramps at Gratiot, Lafayette and access at Woodbridge;
5. Handrails/guardrails along access ramps;
6. Signage — greenway entry signs;
7. Wayfinding and trail signage (if and when included in project scope);
8. Lighting and power systems (light fixtures/lamps/poles, light fixtures under bridges, and power distribution);
9. Security cameras/devices/cell stations including infrastructure connecting these elements to Conservancy's security monitoring and control center at the Rivard Riverwalk Pavilion;
10. Bollards at greenway entrances;
11. Fencing within Dequindre Cut Area; and
12. Greenway furniture: trash receptacles, benches, bike racks (if and when included in project scope).

2. The Conservancy's obligations for maintenance, repairs and replacements with respect to the Dequindre Cut Area (other than those items to be maintained, repaired and/or replaced by the City as provided in Exhibit B (Section 3) and the Existing Improvements which limited maintenance and repair obligations of the Conservancy are set forth in Section 3.03 of this Agreement and in Exhibit B (Section C)) shall be:

a. Cleaning

1. Dirt, litter and obstructions shall be removed routinely, and trash and leaves collected and removed as needed so as to maintain the Dequindre Cut Area in a clean, neat and good condition.
2. All walkways, sidewalks, light poles, rails, signs, monuments, benches, trash containers and other improvements and facilities shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.
3. Graffiti shall be painted over or removed, as is appropriate to the nature of the surface unless such graffiti is sponsored or promoted in connection with the Conservancy's programming. Any offensive or obscene graffiti shall be painted over or removed by the Conservancy at any time at the direction of the City.
4. Drains and catch basins shall be cleaned routinely to prevent clogging.
5. Branches and trees damaged or felled by winds, ice, vandalism or other causes shall be removed.
6. Snow and ice shall be removed from all walkways in the Dequindre Cut Area within twenty-four (24) hours after each

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snowfall or accumulation of ice, so as to not interfere with safe passage. Appropriate ice melt shall be spread as needed. This requirement shall not extend to decorative or artistic ice or snow sculptures or displays, or to any portions of the Dequindre Cut Area on which winter activities requiring ice or snow are sponsored or permitted by the Conservancy.

b. Landscape Maintenance

1. Trees and shrubs that are overextended, or otherwise unsafe or unsightly shall be pruned and trimmed.

2. Weeds shall be removed from paving blocks, pavement, cobbled and concrete surfaces.

3. Trees and shrubs and other lawn areas shall be fertilized, as appropriate.

4. Trees and shrubs that are dead, diseased and/or otherwise unhealthy shall be removed or replaced.

5. Grass covered areas shall be spot re-seeded from time to time provided the City acknowledges that there will be no irrigation system on the Property so grass areas may experience burn in summer months.

6. Leaves shall be raked and collected.

7. Grass covered areas shall be mowed and edged as needed.

8. Mulch and stones shall be raked and re-spread and additional stones and mulch added from time to time.

c. Repairs and Replacements

1. Benches and other seating shall be painted and repaired or replaced as necessary.

2. Broken or cracked walls, barriers and fencing shall be painted, repaired or removed and replaced as necessary (specifically excluding the Existing Improvements).

3. All paved surfaces shall be repaired, patched or replaced as necessary for the surfaces to be maintained in a safe and attractive condition.

4. All graphics shall be maintained in a first class condition, and all vandalized or damaged signs shall be routinely cleaned, repaired or replaced with new signage.

5. All recreational facilities that are located in the Dequindre Cut Area shall be maintained in good condition and good working order at all times.

6. All items with painted surfaces shall be painted routinely.

7. All electrical equipment, including but not limited to lights and security equipment, shall be routinely repaired and replaced as required to maintain said equipment in good operating condition and repair.

8. The following items are specifically not included in the maintenance scope for the Conservancy in this Agreement and will be maintained by others, as indicated. These items include:

1. Vehicular bridges passing over the Greenway, (DPW/MDOT)

2. New pedestrian bridge(s) over the Greenway (if or when constructed); (DPW/MDOT)

3. Perimeter fencing at street level along St. Aubin Boulevard, Orleans Ave. and Gratiot Ave.; (DPW)

4. Grass (mowing, trimming and weed control) on areas outside the Dequindre Cut Area and outside (on the street side) of perimeter fencing described in item 3, above; (DPW)

5. Storm sewer draining from north to south under the floor of the Dequindre Cut Area and all other storm sewers in the Dequindre Cut Area; (DWSO)

6. Bridge abutments existing within the Dequindre Cut Area for support of existing bridges; (DPW/MDOT)

7. Utilities within the Dequindre Cut Area property (right-of-way) limits, such as: water distribution, power systems, communications/telephone, etc.; (DPW, DWSO, DTE, PLD, SBC or AT&T, etc.); and

8. Power supply, transformers and substation that are the property of the agency supplying the power; (DTE or PLD).

C. The Conservancy shall provide maintenance and repair limited to only weed control, painting, patching, grouting and crack filling with respect to the improvements (collectively, the "Existing Improvements") set forth below:

1. Pre-cast modular concrete-unit retaining walls on slopes of Dequindre Cut Area; and

2. Bridge abutments existing within the Dequindre Cut Area for those bridges that no longer exist.

By Council Member Collins:

Resolved, That the Director of the Department of Public Works is hereby authorized to execute a Maintenance and Use Agreement, attached as Exhibit A hereto, with the Conservancy for the maintenance of the Dequindre Cut Area greenway improvement.

Resolved, That the Director of the Department of Public Works is authorized to execute instruments required to make and incorporate technical amendments or changes to the Maintenance and Use Agreement, including corrections to or confirmations of legal descriptions, in the event that changes are required to correct minor inaccuracies or are technical matters that may arise during the term of the Maintenance and Use Agreement, provided that the changes do not materially alter the substance or terms of the Maintenance and Use Agreement.

Resolved, That the Maintenance and Use Agreement be considered confirmed when executed by the Director of the Department of Public Works and approved by the City of Detroit Corporation Counsel as to form.

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Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Conyers, Kenyatta, Reeves, Tinsley-Talbot, Watson, and President K. Cockrel, Jr. — 8

Nays — None