

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 2nd day of August 2022, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and Canfield Consortium, a nonprofit organization ("Owner") whose address is 4017 Montclair, Detroit, MI 48214.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

- 1. Purpose of Agreement:** Owner holds title to a certain parcel described in Exhibit A attached hereto (the "Parcel"). City owns certain property adjacent to the Parcel. Inasmuch as persons entering or exiting from the Parcel may use the City-owned property, and/or to the extent that certain services benefiting the Parcel (for example, water and sewer) are located in the City-owned property, Owner has agreed to improve and maintain a portion of City-owned property in the location (the "Maintenance Area") and manner detailed in the plan attached as Exhibit B for the Term, as defined herein.
- 2. Financial Responsibility:** It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Owner, subject to any express limitations set forth in this Agreement.
- 3. Indemnification and Hold Harmless:** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
- 4. Insurance:** Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Owner upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226; Attention: Risk Management Division. Said coverage may

be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. Owner shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Owner to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Owner under this Agreement.

5. **Term:** The term of this Agreement (the "Term") shall commence on the date of this Agreement and continue for five (5) years thereafter unless terminated or extended pursuant to the following:
 - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City-owned property that encompasses the Maintenance Area and other adjacent City-owned property. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
 - b. Owner may terminate this Agreement prior to the end of the Term if it sells or ground leases the Parcel or grants a mortgage lien or security interest in the Parcel or portion thereof.
 - c. In the event a party elects to terminate this Agreement pursuant to Sections 5(a) or 5(b) above, such party shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
 - d. Following the five-year expiration (but not the early termination) of this Agreement, this Agreement shall automatically continue on month to month basis subject to final termination by either party upon delivery of at least thirty (30) days' written notice to the other party.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to or modification of this Agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Notwithstanding the aforesaid, Owner shall have the right, without requiring the City's consent to assign this Agreement to any purchaser of the Parcel or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Parcel, Owner shall notify the City in

writing no later than thirty (30) days after such assignment, and the City may, by written notice to Owner within forty-five (45) days after receiving such notice from Owner (subject to reasonable extension due to City Council recess), terminate this Agreement. Unless terminated as provided above, this Agreement shall be binding upon the parties' successors and assigns.

- 9. Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.
- 10. Rights of City:** The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.
- 11. Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

Canfield Consortium _____
a nonprofit organization _____

BY: Kimely Theus _____
(Signature)

NAME: Kimely Theus _____

ITS: President _____
(Duly Authorized Representative)

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

BY: [Signature] _____
(Signature)

PRINT NAME: Richard Doherty, P.E. _____

ITS: _____
City Engineer

Exhibit A

PARCEL DESCRIPTION

4544 French Road, Parcel 21040135.

565 ST CLAIR HEIGHTS EUGENE SLOMANS SUB L18 P50
PLATS, W C R

4538 French Road, Parcel 21040134.

564 ST CLAIR HEIGHTS EUGENE SLOMANS SUB L18 P50
PLATS

4531 Montclair, Parcel 21041009.

418 ST CLAIR HEIGHTS EUGENE SLOMANS SUB L18 P50
PLATS, W C R

Exhibit B

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

See the attached exhibit. This Maintenance Agreement covers the "Pilot" phase of the Canfield Connect Greenway. The subject area includes the public alley lying west of and adjacent to 4531 Montclair and east of and adjacent to 4538 and 4544 French Road.

CANFIELD CONNECT
 4531 MONTCLAIR STREET
 4538 FRENCH ROAD
 4544 FRENCH ROAD
 DETROIT MICHIGAN 48214



PROJECT NOTES

1. PRIOR TO START OF PROJECT WORK, VERIFY ALL SITE CONDITIONS AND SUBMIT A PROJECT WORK PLAN TO THE LANDSCAPE ARCHITECT FOR REVIEW AND COMMENT. PRESENT THE WORK PLAN AT THE OWNER'S PRE-CONSTRUCTION MEETING. DO NOT BEGIN WORK PRIOR TO THE PRE-CONSTRUCTION MEETING AND WRITTEN AUTHORIZATION TO PROCEED IS ISSUED BY THE OWNER. VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALLS, WALLS, DRIVES, CURBS, ETC. CALL MISS DIG (800) 482-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACT WITH UNDERGROUND UTILITIES LOCATION CENTER PRIOR TO INSTALLATION OF PLANT MATERIAL.
2. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF ANY IDENTIFIED DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS PRIOR TO THE START OF WORK. DURING PERFORMANCE OF THE WORK, VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND CROSS-CHECK DETAILS AND DIMENSIONS SHOWN ON THE DRAWINGS. IN ALL CASES WHERE A CONFLICT MAY OCCUR, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED AND WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS.
3. SECURE ALL NECESSARY PERMITS AND NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON THE SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT. ADHERE TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, CODES, ORDINANCES OR REGULATIONS PERTAINING TO THE PROJECT.
4. ESTABLISH AND MAINTAIN SITE SECURITY UNTIL PROJECT ACCEPTANCE. AVOID LEAVING UNINSURED MATERIALS AND EQUIPMENT ON THE SITE OVERNIGHT. THE OWNER IS NOT RESPONSIBLE FOR STOLEN OR DAMAGED ITEMS LEFT ON SITE.
5. USE DIMENSIONS SHOWN ON DRAWINGS FOR LAYOUT OF THE WORK. DO NOT USE SCALE DIMENSIONS FROM PLANS, SECTIONS OR DETAILS ON THE DRAWINGS.
6. CONTACT LANDSCAPE ARCHITECT FOR THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
7. DETAILS NOTED AS TYPICAL SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION ON THIS PROJECT.
8. TAKE NOTE OF ALL GRADING AND DRAINAGE WAYS AND MAINTAIN THESE DRAIN WAYS FLOWS FREE OF OBSTRUCTIONS.
9. DISPOSE ALL ELEMENTS DESIGNATED FOR REMOVAL IN A LEGAL MANNER. PROVIDE RECEIPTS AND LETTERS FROM DISPOSAL SITES TO OWNER.
10. COORDINATE WORK OF SUBCONTRACTORS TO ENSURE ORDERLY AND EFFICIENT COMPLETIONS OF ALL WORK. SITE FURNITURE TO BE SELECTED BY THE OWNER. COORDINATE WITH THE OWNER ON DESIRED FINISHES AND CONFORM AVAILABILITY OF PRODUCTS SELECTED. OWNER RESERVES THE RIGHT TO APPROVE SUBSTITUTIONS AND ALTERNATIVES.
11. TIME IS OF THE ESSENCE AND THUS THE CONTRACTOR SHOULD MANAGE TO DELIVER THE FULL SCOPE OF THIS PROJECT ON TIME AND ON BUDGET. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL NECESSARY PERMITS AND CERTIFICATES RELATED TO THIS PROJECT.

SHEET INDEX

- L0 TITLE SHEET AND PROJECT NOTES
- L1 SITE DEMOLITION PLAN
- L2 SITE LAYOUT AND MATERIALS PLAN
- L3 SITE GRADING PLAN
- L4 SITE PLANTING PLAN
- LD.1 SITE DETAILS AND PLANTING LIST

SITE NOTES

- GENERAL SITE ZONING CLASSIFICATIONS**
 SITE R-2
 TOTAL ACREAGE 0.22 AC
- LEGAL DESCRIPTION**
 4531 MONTCLAIR AVENUE - W MONTCLAIR LOT 418 OF ST. CLAIR HEIGHTS EUGENE SLOMANS SUBDIVISION, L.18, P.50 OF PLATS, WAYNE COUNTY RECORDS, 0.074 ACRES

- 4538 FRENCH ROAD - E FRENCH ROAD LOT 564 OF ST. CLAIR HEIGHTS EUGENE SLOMANS SUBDIVISION, L.18, P.50 OF PLATS, WAYNE COUNTY RECORDS, 0.074 ACRES
- 4544 FRENCH ROAD LOT 565 OF ST. CLAIR HEIGHTS EUGENE SLOMANS SUBDIVISION, L.18, P.50 OF PLATS, WAYNE COUNTY RECORDS, 0.074 ACRES

PROGRAMMING AND ZONING ALLOWANCE
 THE SITE WILL BE USED AS A NEIGHBORHOOD GREENWAY OR OUTDOOR RECREATION FACILITY. TO BE OWNED, OPERATED AND MAINTAINED BY CANFIELD CONSORTIUM PER THE CITY OF DETROIT REQUIREMENTS. THIS IS A CONDITIONAL USE WITHIN THE EXISTING ZONING CODE AND MAY REQUIRE REZONING.



JIM A
 STUDIO
 11111 GREENWOOD AVENUE
 SUITE 100
 DETROIT, MI 48213
 (313) 833-1111
 jimastudio.com

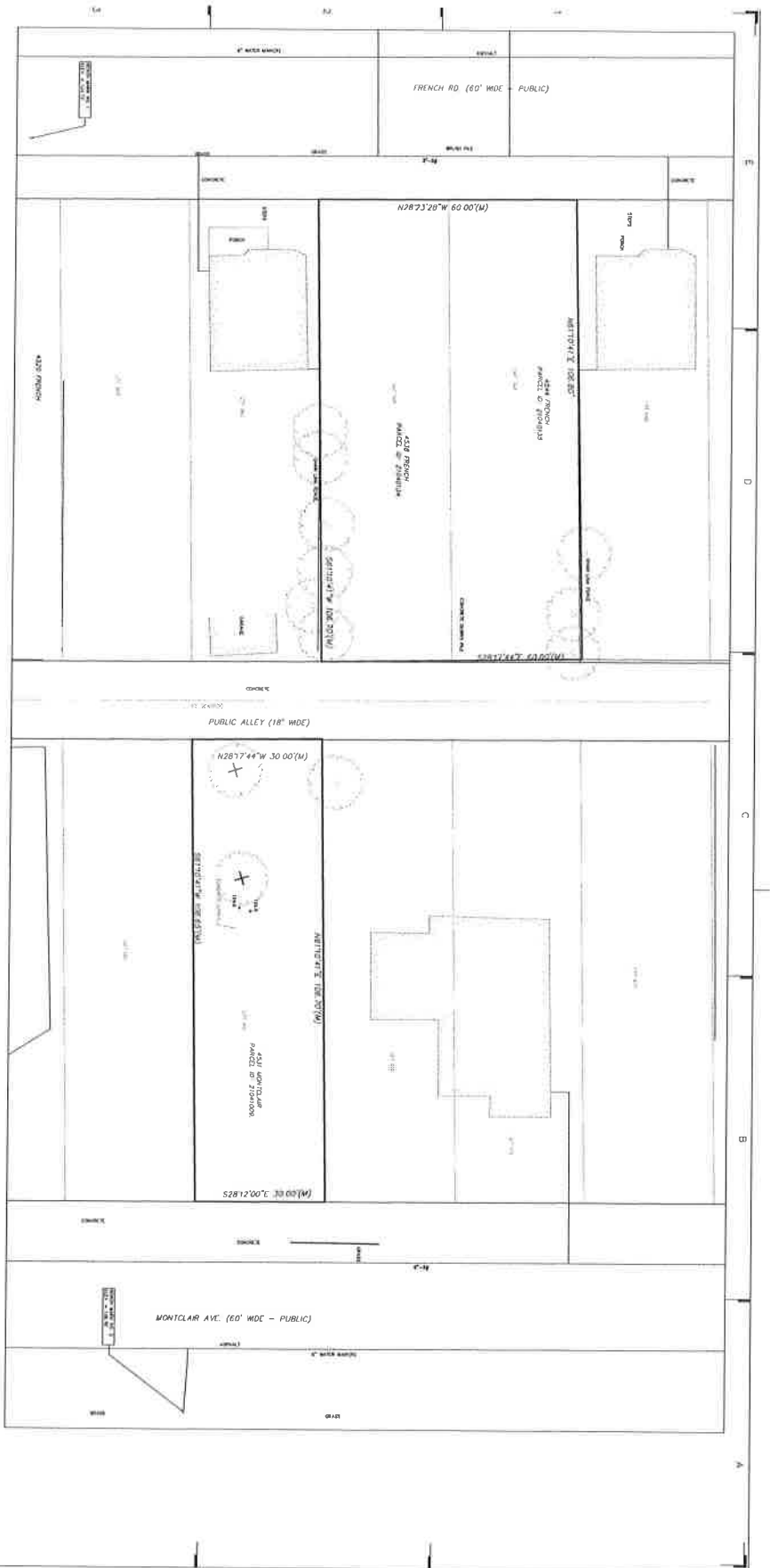
CANFIELD CONSORTIUM
 4531 Montclair Avenue
 Detroit, Michigan 48214
 (313) 833-1111
 canfieldconnect.com

CANFIELD CONNECT
 GREENWAY
 4531 Montclair Avenue
 Detroit, Michigan 48214

TITLE SHEET
 AND PROJECT
 NOTES

07-24-2024
 21.11.03





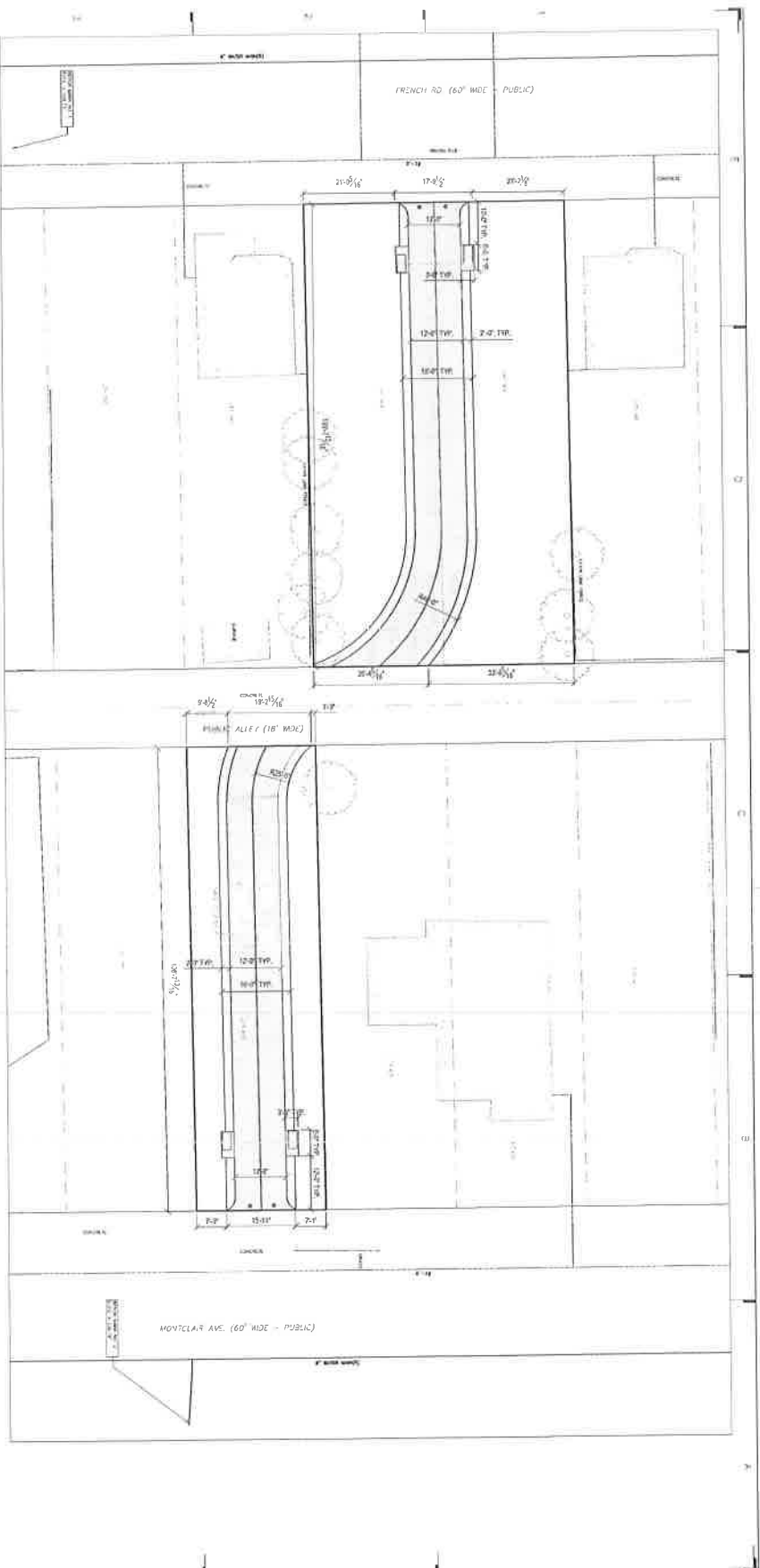
NOT FOR CONSTRUCTION

LEGEND

- LIMITS OF REMOVAL
- EXISTING TREES
- ✕ TREE REMOVAL

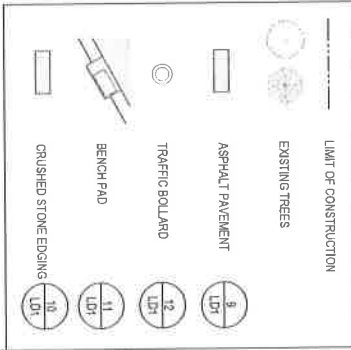
- GENERAL SHEET NOTES**
- PRIOR TO THE COMMENCEMENT OF WORK, VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALKS, WALLS, DRIVES, CURBS, ETC. CALL MASS DIG (800) 482-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
 - REMOVE TREES WHERE INDICATED PERFORM OVERALL TRIMMING AND PRUNING OF EXISTING TREES TO REBAIN: 1. REMOVE OBSTRUCTIONS, TREES, SHRUBS AND OTHER VEGETATION TO PERMIT INSTALLATION OF NEW CONSTRUCTION TO FULL DEPTH, INCLUDING STUMPS, REMOVE EXISTING SOG, GRASS AND WEEDS BEFORE STRIPPING TOPSOIL.
 - DO NOT USE MACHINERY OR STORE EQUIPMENT WITHIN THESE THE DRIP LINES OF EXISTING TREES.
 - EXISTING UTILITIES NOT INDICATED TO BE REMOVED SHALL BE PROTECTED, LOCATE, IDENTIFY, DISCONNECT AND SEAL, OR CAP UTILITIES INDICATED TO BE REMOVED.
 - WITHIN THE PROPOSED LIMIT OF WORK, STRIPE AND STOCKPILE MATERIALS IF ADEQUATE SPACE IS AVAILABLE ON SITE.
 - CONTRACTOR TO PROVIDE BARRIERS TO LIMIT PEDESTRIAN ACCESS WITHIN LIMITS OF WORK DURING CONSTRUCTION, MINIMIZE INTERFERENCE WITH ADJACENT ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES DURING SITE-CLEANING OPERATIONS. DO

- NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION, RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER.
- PROVIDE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL BEARING WATER RUN-OFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS, ACCORDING TO LOCAL CITY ORDINANCE AND EROSION CONTROL REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. PROVIDE INLET FILTERS ON ALL ON-SITE CATCH BASINS TO PREVENT SEDIMENTATION IN PUBLIC SEWER LINES. INSPECT, MAINTAIN AND REPAIR EROSION CONTROL UNTIL CONSTRUCTION IS COMPLETE. REMOVE EROSION AND SEDIMENT CONTROL, AND RESTORE AND STABILIZED AREAS DISTURBED DURING REMOVAL AT THE END OF CONSTRUCTION.
- REMOVE EXISTING MATERIALS ABOVE AND BELOW GRADE AS INDICATED AND NECESSARY TO FACILITATE NEW CONSTRUCTION REMOVE SLABS PAVING, CURBS, GUTTERS AND AGGREGATE BASED AS INDICATED. REMOVE SURPLUS SOIL MATERIALS UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY. PROVIDE RECEIPTS TO OWNERS AS REQUIRED.
- ANY AND ALL PERMITS REQUIRED ARE THE RESPONSIBILITY OF THE CONTRACTOR.



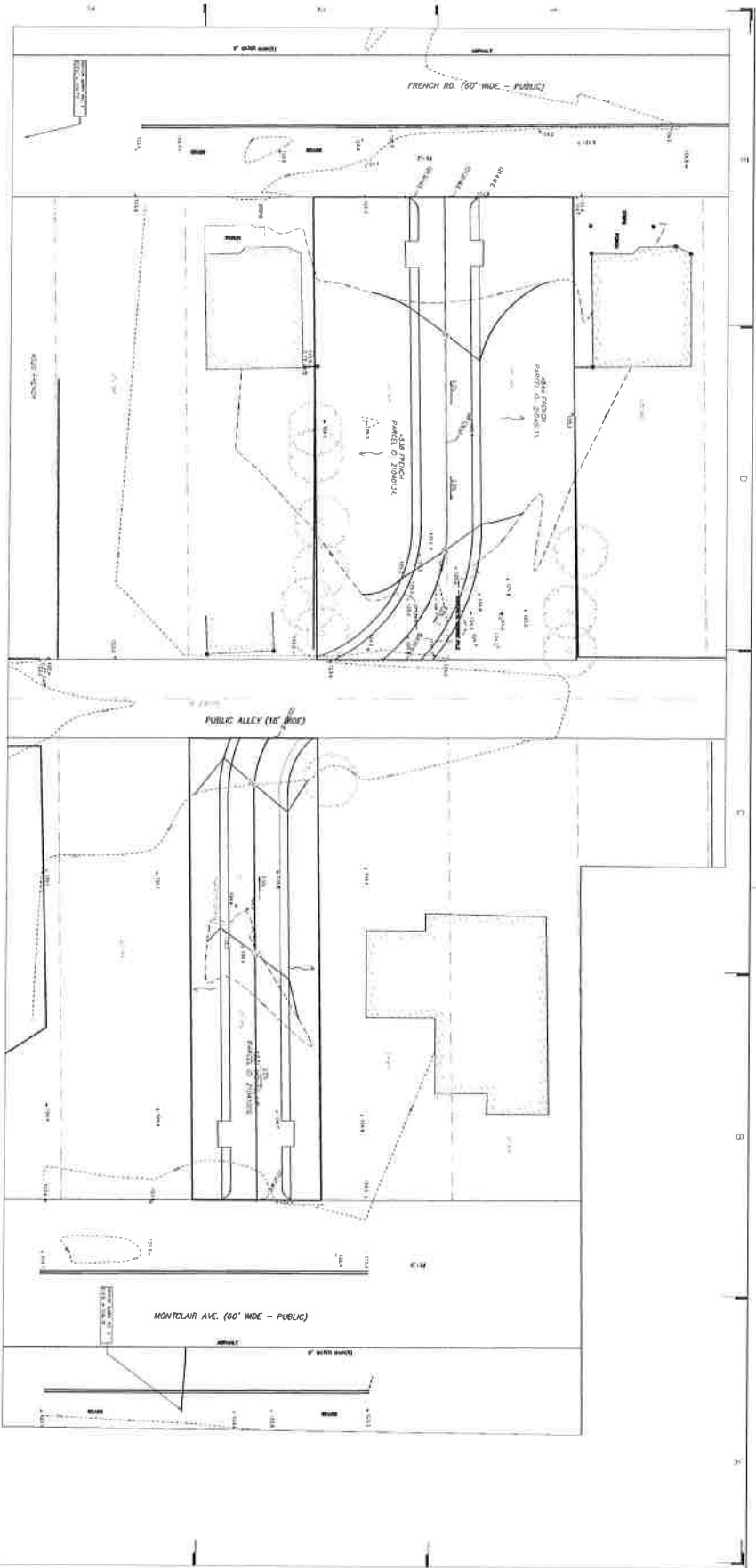
NOT FOR CONSTRUCTION

LEGEND



- GENERAL SHEET NOTES**
1. PRIOR TO THE COMMENCEMENT OF WORK, VERIFY LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY CONSTRUCTION AND TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION, INCLUDING DAMAGES TO UTILITIES, WALKS, WALLS, DRIVES, CURBS, ETC. CALL MASS DIGG (800) 482-7171 A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
 2. SEE LANDSCAPE PLAN FOR PLANT BEC INFORMATION.
 3. SEE GRADING PLAN ON SHEET L3.
 4. DIMENSIONS ARE FRONT CENTERLINE, BACK OF CURB, CENTER OF POST, OR EDGE OR PAVEMENT, UNLESS OTHERWISE NOTED. USE DIMENSIONS SHOWN ON DRAWINGS FOR LAYOUT OF WORK. DO NOT USE SCALED DIMENSIONS FROM PLANS, SECTIONS OR DETAILS IN THE DRAWINGS.
 5. ALL DIMENSIONS MUST BE FIELD VERIFIED AND ANY DISCREPANCIES REPORTED TO THE LANDSCAPE ARCHITECT AND OWNER IMMEDIATELY.
 6. LANDSCAPE ARCHITECT WILL PROVIDE TO THE CONTRACTOR AUTOCAD 2018 DWG FILES FOR LAYOUT USE. IF THERE ARE DISCREPANCIES BETWEEN THIS SET OF PLANS AND THE ELECTRONIC FILES, THE PLAN DRAWINGS SHALL CONTROL. NOTIFY LANDSCAPE ARCHITECT IMMEDIATE OF ANY DISCREPANCIES.

7. EXPANSION JOINTS TO BE INSTALLED IN ALL AREAS WHERE NEW CONCRETE PAVEMENT MEETS EXISTING CONCRETE PAVEMENT.
8. CONCRETE DETAILS ON L2-1 TO BE USED FOR REFERENCE IN LOCATIONS IDENTIFIED IN THE FIELD FOR CONCRETE REPAIR.



GENERAL SHEET NOTES

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2. SITE DRAINAGE TO REMAIN PER EXISTING. CONTRACTOR MUST CONFIRM EXISTING GRADES AND MATCH ALL PITCHES TO EXISTING CONDITIONS UNLESS OTHERWISE INDICATED. MATCH EXISTING PITCHES, SLOPES AND RIDGELINES FOR MINIMAL INTERVENTION AND PROPERTY LINE INTERFERENCE.
3. NO CROSS PITCH TO EXCEED 2% IN ANY AREA.

PROPOSED GRADING PARAMETERS

- 2% AT THE CROWN
- 2% IN THE CLEAR ZONE
- 2% CROSS SLOPE

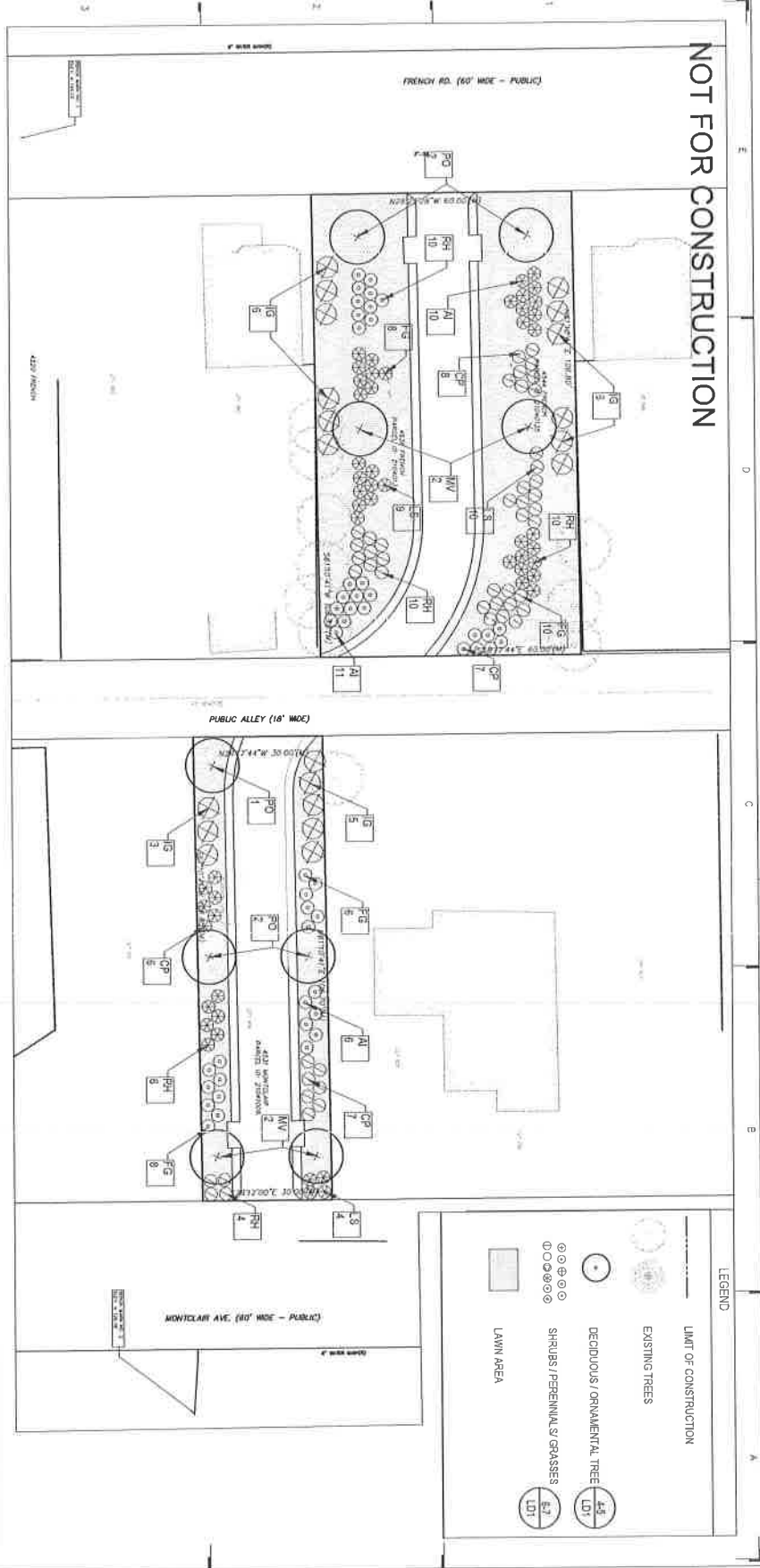
MEET EXISTING GRADE AT EXISTING ALLEY AND SIDEWALK AT NO MORE THAN 25% SLOPE.

NOT FOR CONSTRUCTION

LEGEND

- LIMIT OF CONSTRUCTION
- EXISTING TREES
- EXISTING GRADES / SPOT ELEVATION
- PROPOSED CONTOURS
- 861.50 M.E. MATCH EXISTING SPOT ELEVATION
- 2.5% DRAINAGE SLOPE
- ↔ FLOW DIRECTION

NOT FOR CONSTRUCTION



LEGEND

- LIMIT OF CONSTRUCTION
- EXISTING TREES
- DECIDUOUS / ORNAMENTAL TREE LTD
- SHRUBS / PERENNIALS / GRASSES
- LAWN AREA

NOT FOR CONSTRUCTION

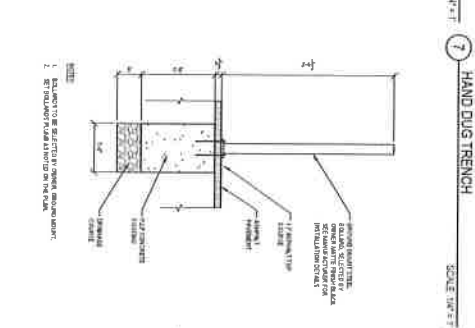
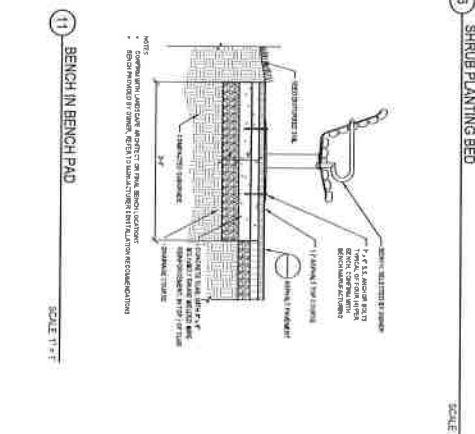
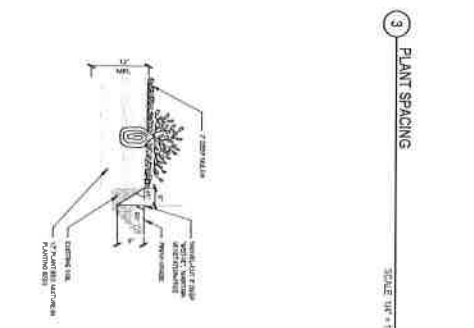
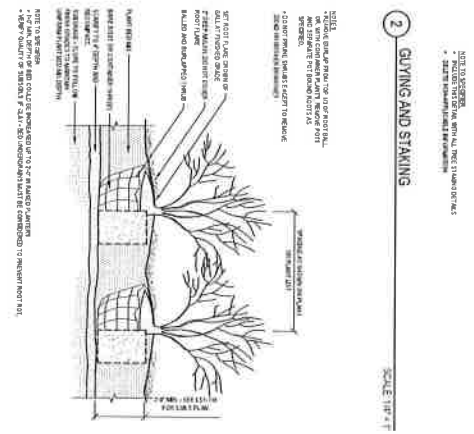
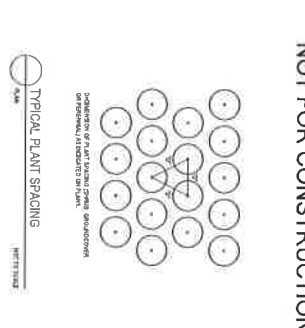
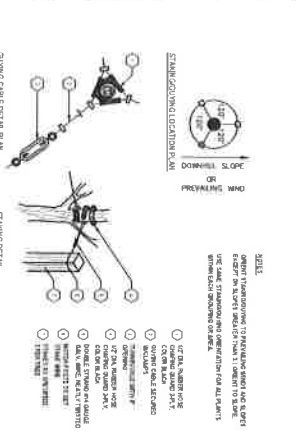
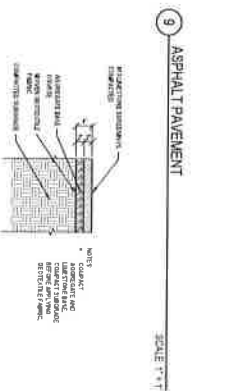
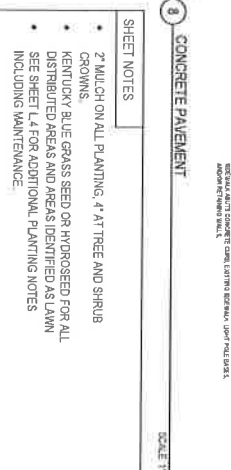
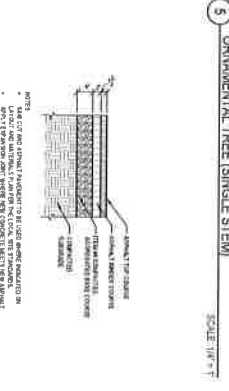
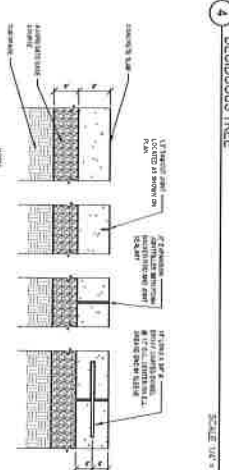
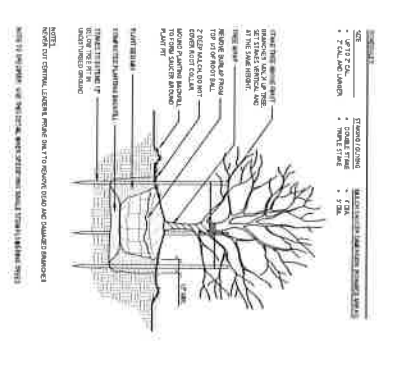
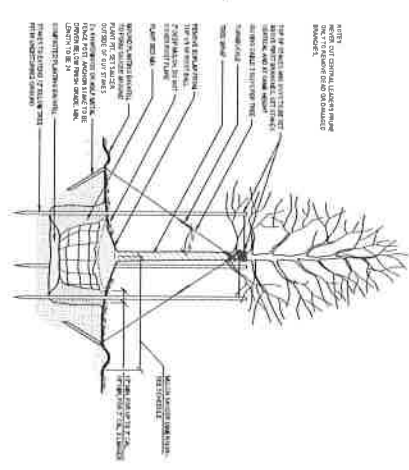
GENERAL SHEET NOTES

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2. DETAILS NOTED AS TYPICAL SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. WHERE NO SPECIFIC DETAIL IS SHOWN, THE CONSTRUCTION SHALL BE IDENTICAL OR SIMILAR TO THAT INDICATED FOR LIKE CASES OF CONSTRUCTION.
3. ALL CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
4. INDEPENDENT OF NUMERIC QUANTITIES ON DRAWINGS OR IN THE PLANT SCHEDULE, DETERMINE THE PLANT MATERIAL QUANTITIES REQUIRED BY THE PLANS, PLANT SCHEDULES
5. AND SIZES SHALL BE THE MINIMUM INDICATED ON THE PLANT SCHEDULE OR LARGER - AT NO ADDITIONAL COST TO OWNER. ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AIAA STANDARDS FOR NURSERY STOCK.
6. PRIOR TO INSTALLATION, DEMARCATÉ LAYOUT OF ALL PLANTING BEDS, SEED AREAS, AND INDIVIDUAL TREES FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT. INCLUDE PERENNIAL GROUPINGS BY SPECIES FOR INTERVAL BED LAYOUTS, FLAGGING, OR STAKES MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. THE LANDSCAPE ARCHITECT WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAY MAKE MINOR ADJUSTMENTS AS NECESSARY. SUCH ADJUSTMENTS WILL BE AT NO ADDITIONAL COST TO THE OWNER.
7. SEEDING APPLIES TO ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES EXCEPT ACTIVITIES EXTENDING BEYOND THE APPROXIMATED SEEDING LIMITS INDICATED ON THE DRAWINGS. REFER TO DETAILS FOR SEED MIXES.
8. UTILIZE HORTICULTURAL TREE WATERING BASINS FOR TREES THROUGHOUT WARRANTY PERIOD. REFINISH TREE WATERING BASINS REGULARLY SO THAT NONE REMAIN WITHOUT WATER FOR MORE THAN 24 HOURS. MAINTAIN CULTIVATION WITHIN THE DRIP LINES OF EXISTING TREES. PREPARE SOIL FOR SEEDING BY MINIMIZING DISTURBANCE TO 4-INCH DEPTH. HAND CULTIVATE WHEN ENCOUNTERING ROOTS. NO HEAVY EQUIPMENT ALLOWED WITHIN DRIP LINE OF EXISTING TREES.
9. SHOULDER PLANTING BED EDGES UNLESS LABELED OTHERWISE.
10. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING GRADING ACTIVITIES. THERE ARE NO REGULATED WOODLAND TREES PROXIMATE TO THE PROPOSED SITE CONSTRUCTION. MAINTAIN GENERAL PROTECTION AROUND EXISTING TREES. NO EQUIPMENT OR DERMS TO BE STORED NEAR EXISTING TREES.
11. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN PROPOSED GRADINGS AND EXISTING SITE ELEVATIONS. ANY AREAS OF POOR DRAINAGE OR INADEQUATE DRAINAGE FROM PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND SHALL BE MODIFIED AS REQUIRED AND APPROVED AT NO ADDITIONAL COST TO THE OWNER.
12. PREFERRED PLANTING SEASON DATES INCLUDE SPRING PLANTING (LATE APRIL - EARLY MAY) OR FALL PLANTING (LATE SEPTEMBER - EARLY NOVEMBER) WHERE TEMPERATURES REMAIN BETWEEN 40-60 DEGREES FAHRENHEIT. GENERAL CONTRACTOR SELECTED TO PERFORM THE LANDSCAPE WORK FOR THIS SITE MUST INSTALL AND GUARANTEE ALL MATERIALS FOR A MINIMUM OF 90 DAYS. THIS AGREEMENT INCLUDES A 30 CONSECUTIVE DAY WATERING PERIOD FROM THE TIME OF FALL INSTALLATION TO ENSURE THE ESTABLISHMENT OF ALL PLANTS INSTALLED SAME DAYS OF ADEQUATE RAIN. NO IRRIGATION PLAN IS PROPOSED AS SELECTED WATTE PLANTS ARE ACCLIMATED TO THE LOCAL CLIMATE AFTER ESTABLISHMENT. ADDITIONAL WATERING WILL BE THE RESPONSIBILITY OF THE OWNER. EXISTING DRAINAGE TO REMAIN IN PLACE. SEE L01 FOR PLANTING SCHEDULE AND SITE DETAILS.

PLANTING LIST	QTY	CODE	BOTANIC NAME	COMMON NAME	SIZE	ROOT	SPACING	REMARKS
DECIDUOUS TREES	4	PD	PLATANUS OCCIDENTALIS	AMERICAN PLATANUS	2 1/2" CAL.	B&B	SEE PLAN	WELL BRANCHED, STRONG CENTRAL LEADER
SHRUBS / HERBACEOUS PERENNIALS / GRASSWOOLERS	20	IC	ILEX GLABRA	WINTERBERRY	1 1/2" X 1 1/2"	B&B	2" O C	WELL BRANCHED, HEAVY FOLIAGE
	21	CP	ROSEODORA VIRGATA	BLACK CHERRY SLIM	1 1/2" X 1 1/2"	COMT	1" O C	FALL, WELL ROOTED
	22	CP	ROSEODORA VIRGATA	BLACK CHERRY SLIM	1 1/2" X 1 1/2"	COMT	1" O C	FALL, WELL ROOTED
	23	LS	ROSEODORA VIRGATA	BLACK CHERRY SLIM	1 1/2" X 1 1/2"	COMT	1" O C	FALL, WELL ROOTED
	27	N	ROSEODORA VIRGATA	BLACK CHERRY SLIM	1 1/2" X 1 1/2"	COMT	1" O C	FALL, WELL ROOTED

1 PLANTING SCHEDULE

- NOT TO SCALE
- 1. 2" CAL. PLATANUS
 - 2. 1 1/2" X 1 1/2" ILEX GLABRA
 - 3. 1 1/2" X 1 1/2" ROSEODORA VIRGATA
 - 4. 1 1/2" X 1 1/2" ROSEODORA VIRGATA
 - 5. 1 1/2" X 1 1/2" ROSEODORA VIRGATA



NOT FOR CONSTRUCTION

