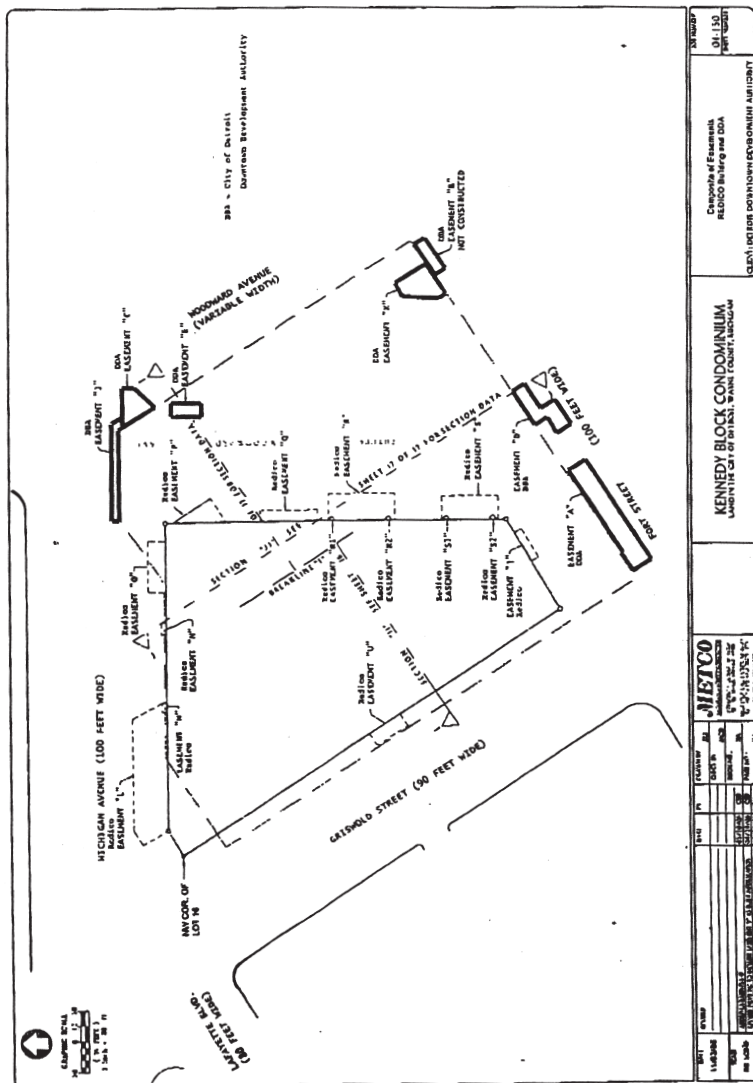


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Adopted as follows:
 Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, Conyers, and President K. Cockrel, Jr. — 9.
 Nays — None.

**Department of Public Works
 City Engineering Division**

July 9, 2007

Honorable City Council:
 Re: Petition No. 1218 — SDG Architects and Planners — Greektown Casino LLC request for street right-of-way encroachment in the area of St. Antoine, E. Lafayette, Beaubien, and Monroe.

Petition No. 1218 of "SDG Architects and Planners — Greektown Casino LLC" whose address is 615 Griswold, Ford Building — Suite 103, Detroit, Michigan 48226, request to encroach into East Lafayette Avenue, 120 feet wide, and St. Antoine Avenue, 50 feet wide with a portion of the Permanent Greektown Casino building six (6) feet wide by Eighty-Two feet and Four inches (82 ft. 4 in.) in length in the area of St. Antoine Avenue, 50 feet wide, Monroe Avenue, 50 feet wide, Beaubien Avenue, 60 feet wide and East Lafayette, 120 feet wide. This encroachment will provide the final approvals for the construction of the Permanent Casino.

The request was approved by the Solid

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Waste Division — DPW, and the Traffic Engineering Division with conditions. The encroachment petition was referred to the City Engineering Division — DPW for investigation (utility clearance and review) and report. This is our report:

The Detroit Water and Sewerage Department (DWSD) report there is a 30-inch water main in Lafayette running east-west, also there is a four (4)-foot cylindrical sewer in St. Antoine Avenue. DWSD have no objections to the proposed encroachment provided minimum clearances are maintained.

The Public Lighting Department (PLD) reports no objection to the proposed encroachment, however, PLD has underground fed street lighting and traffic signal conduit going north-south in St. Antoine and east-west on Lafayette Avenue. PLD requires a horizontal clearance of three (3) feet six (6) inches and vertical clearance of one (1) foot from all facilities.

Traffic Engineering Division TED reports the encroachment has an under clearance of 31 feet above pavement and/or sidewalk level and is fully cantilevered with no supports at pavement and/or sidewalk level. The encroachment must not pose visual distraction to the vehicular traffic traveling westbound on Lafayette Avenue at St. Antoine Avenue. The petitioner and/or developer must obtain sign permits from proper agencies.

All other involved City departments and privately owned utility companies reported no objections or that satisfactory arrangements have been made.

An appropriate resolution, granting the encroachments, is attached for consideration by your Honorable Body.

Respectfully submitted,

JESSY JACOB

Interim City Engineer

City Engineering Division — DPW
By Council Member Conyers:

Whereas, The City Engineering Division — DPW and/or Buildings and Safety Engineering Department is hereby authorized and directed to issue permits to "SDG Architects and Planners — Greektown Casino LLC and their assigns" to construct a portion of the Permanent Greektown Casino building that encroach into the air right spaces, 32.00 feet above grade, 82 feet and 4 inches in length, and 6.00 feet wide, into East Lafayette Avenue, and St. Antoine Avenue; Area described as follows:

A three dimensional easement for building projection purposes within an area between City of Detroit elevation of 149.00 feet and City of Detroit elevation of 215.00 feet (existing ground elevation being 118.00 feet City of Detroit vertical datum) lying within St. Antoine Street, 50 feet wide, in the City of Detroit, Wayne County, Michigan described as: Beginning at the southeasterly corner of Lot 13 "Plat of the Antoine Beaubien Farm April 22, 1846 including

Catholic and Protestant Cemeteries" as recorded in Liber 27, Page 197 of Deeds, Wayne County Records; thence N26°11'45"W along the westerly line of St. Antoine street 25.00 feet; thence N63°48'15"E 6.00 feet; thence S26°11'45"E 100.00 feet; thence S63°48'15"W 6.00 feet; thence N26°11'45"W 75.00 feet to the point of beginning.

Encroachment of a portion of the Permanent Greektown Casino building that encroach into the air right spaces, 32.00 feet above grade, 82 feet and 4 inches in length, and 6.00 feet wide, into East Lafayette Avenue, and St. Antoine Avenue is for the final construction phase and/or corrections for the buildings foot print plan for the Greektown Casino, abutting the above described parcel:

Whereas, Approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the street, and at all time, DWSD, its agents or employees, shall have the right to enter upon the street to maintain, repair, alter, service, inspect, or install its facilities. All costs incident to the damaging, dismantling, demolishing, removal and replacement of structures or other improvements herein permitted and incurred in gaining access to DWSD's facilities for maintenance, repairing, alteration, servicing, or inspection by DWSD shall be borne by the petitioner. All costs associated with gaining access to DWSD's facilities, which could normally be expected had the petitioner not encroached into the street, shall be borne by DWSD; and be it further

Provided, That all construction performed under this petition shall not be commenced until after (5) days written notice to DWSD. Seventy-two (72) hours notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system; and be it further

Provided, That construction under this petition is subject to inspection and approval by DWSD forces. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner; and be it further

Provided, That if DWSD facilities located within the street shall break or be damaged as the result of any action on the part of the petitioner, then such event the petitioner agrees to be liable for all costs incident to the repair, replacement or relocation of such broken or damaged DWSD facilities; and be it further

Provided, That the petitioner shall hold DWSD harmless for any damages to the encroaching device constructed or installed under this petition which may be caused by the failure of DWSD's facilities; and be it further

Provided, That if at any time in the future the petitioner shall request removal and/or relocation of DWSD's facilities in the street being encroached upon the

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petitioner agrees to pay all costs for such removal and/or relocation; and be it further

Provided, That No structure can be built over PLD installations, and any structure to be built shall maintain three (3) feet six (6) inches horizontal clearance from conduit banks and manholes; also a vertical clearance of one (1) foot from all facilities; and be it further

Provided, That an under clearance of 31 feet above pavement and/or sidewalk level and is fully cantilevered with no supports at pavement and/or sidewalk level and the encroachment must not pose visual distraction to the vehicular traffic traveling westbound on East Lafayette Avenue; and be it further

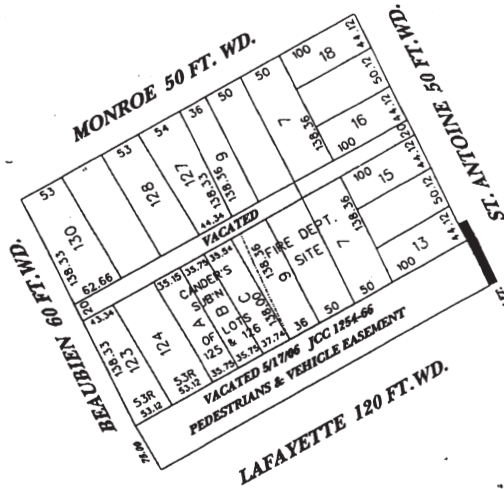
Provided, That "SDG Architects and Planners — Greektown Casino LLC" shall file with the Finance Department and/or City Engineering Division — DPW an

indemnity in form approved by the Law Department. The agreement shall save and protect the City of Detroit from any and all claims, damages or expenses that may arise by reason of the issuance of the permits and the faithful or unfaithful performance by "SDG Architects and Planners — Greektown Casino LLC" of the terms thereof. Further, "SDG Architects and Planners — Greektown Casino LLC" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and be it further

Provided, That the encroachment permits shall not be assigned or transferred without the written approval of the City Council; and further

Provided, That the City Clerk shall within 30 days record a certified copy of this resolution and indemnity agreement with the Wayne County Register of Deeds.

PETITION NO. 1218
SDG ARCHITECTS & PLANNERS-GREKTTOWN
615-GRISWOLD FORD BLDG. SUITE 103
DETROIT, MI 48226
c/o GEOFFERY HARRISON, RIBA
PHONE NO. 313-961-9000
FAX 313-964-5235



NOTE: ENCROACHMENT TO BE HIGHER THAN 16 FT. ABOVE GRADE.

AREA OF ENCROACHMENT
 (WITH A PORTION OF THE BUILDING FACADE)

(FOR OFFICE USE ONLY)

CARTO 28A

<table border="1"> <tr> <td>B</td> <td></td> <td></td> <td></td> </tr> <tr> <td>A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>DESCRIPTION</td> <td>DATE</td> <td>CHKD</td> <td>APPR. DATE</td> </tr> <tr> <td>REVISIONS</td> <td></td> <td></td> <td></td> </tr> <tr> <td>DRAWN BY</td> <td>CHKD BY</td> <td colspan="2"></td> </tr> <tr> <td>DATE</td> <td>APPROVED</td> <td colspan="2"></td> </tr> <tr> <td>2/20/07</td> <td></td> <td colspan="2"></td> </tr> </table>				B				A				DESCRIPTION	DATE	CHKD	APPR. DATE	REVISIONS				DRAWN BY	CHKD BY			DATE	APPROVED			2/20/07				REQUESTED TO ENCROACH INTO ST. ANTOINE 6 FT. IN THE AREA OF LAFAYETTE, BEAUBIEN AND MONROE.		CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU JOB NO. 01-01 DRWG. NO. x1218.dgn	
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CITY OF DETROIT INDEMNITY AGREEMENT

THIS AGREEMENT is entered into as of the 13th day of February, 2007, by and between the City of Detroit, a Municipal Corporation of the State of Michigan, acting by and through its Law Department ("City") and Greektown Casino LLC, a Michigan limited liability company ("Greektown"), owner and operator of the Greektown Casino located at 555 East Lafayette, Detroit, Michigan 48226.

WITNESSETH:

1) WHEREAS, Greektown owns and operates the Greektown Casino located at 555 East Lafayette, Detroit, Michigan 48226 and desires make certain improvements including the construction and operation of a hotel and parking garage located on the site bounded by St. Antoine, Macomb, Monroe and the I-375 Service Drive.

2) WHEREAS, The improvements will include the construction and operation of an entertainment center at the St. Antoine-Lafayette corner of the property encroaching 6'-0" over the St. Antoine right-of-way.

3) WHEREAS, The City Council will approve Greektown's petition #1218, hereto attached as Exhibit A, and issue all required permits provided that Greektown obtain and execute an indemnification and maintenance agreement satisfactory to the City's Law Department.

NOW, THEREFORE, intending to be legally bound and as an inducement to the City to grant the required permits, Greektown hereby enters into the following agreement:

1. DEFINITIONS

1.01 The following words shall wherever they appear in this contract be construed as follows:

"City" shall mean the City of Detroit, a municipal corporation, acting through its Law Department or any other department.

"Permit" means all documents that will be issued pursuant to a resolution of the Detroit City Council approving petition #1218.

2. INDEMNITY

Greektown hereby accepts the terms and conditions of petition #1218 to be approved by the City Council, which authorizes the Entertainment Center encroachment. Greektown does hereby agree to save harmless the City from any third-party claims and assumes all liabilities which may be imposed upon, incurred by or asserted against the City by reason of the issuance of the Permit or the performance or non-performance by Greektown of the terms of the Permit.

3. INSURANCE

3.01 Greektown shall maintain, at a minimum and at its expense, during the term of the Permit the following insurance:

Type	Amount Not Less Than
(a) Commercial/General Liability Insurance (Broad Form Comprehensive)	\$1,000,000 each occurrence \$1,000,000 aggregate

3.02 (a) The commercial liability insurance policy shall name the City as an additional insured and shall state that the Greektown's insurance is primary and not excess over any insurance already carried by the City of Detroit.

(b) If the commercial liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "the insurance afforded applies separately to each insured... except with respect to limits..." then, in the alternative, the liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

3.03 If during the term of the Permit changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, Greektown will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at Greektown's expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well rated by national rating organizations and are accepted by the City.

3.04 All insurance policies shall name Greektown as the insured and provide a commitment from the insurer that such policies shall not be cancelled or reduced without at least thirty (30) days prior written notice to the City. A certificate of insurance evidencing such coverage shall be in a form acceptable to the City. The certificate of insurance shall be submitted to the appropriate office of the City's Law Department prior to the commencement of the performance under the Permit and at least fifteen (15) days prior to the expiration dates of the expiring policies.

3.05 Greektown shall be responsible for payment of all deductibles contained in the insurance required hereunder. The provisions requiring Greektown to carry the insurance required under this Article

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shall not be construed in any manner as waiving or restricting the liability of Greektown under this agreement.

4. MAINTENANCE

4.01 Greektown shall be responsible for maintenance of the entertainment center encroachment. All such maintenance shall be performed in compliance with City ordinances.

GREEKTOWN CASINO LLC
A Michigan Limited Liability Company

By: _____ February 13, 2007
William Williams Date:
Its: Vice President

Subscribed and sworn to before me this 13th day of February, 2007, a Notary Public in and for Wayne County, Michigan.
LORETTA LLOYD

Notary Public
My commission expires on: June 14, 2010.

Approved:
JOHN E. JOHNSON, JR.
Corporation Counsel

Adopted as follows:
Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

From the Clerk

July 18, 2007

This is to report for the record that, in accordance with the City Charter, the portion of the proceedings of July 3, 2007, on which reconsideration was waived, was presented to His Honor, the Mayor, for approval on July 5, 2007, and same was approved on July 10, 2007.

Also, That the balance of the proceedings of July 3, 2007 was presented to His Honor, the Mayor, on July 10, 2007 and the same was approved on July 12, 2007.

Also, that the following ordinance was presented to His Honor, the Mayor, on July 11, 2007, for approval and was approved on July 12, 2007:

An ordinance to amend Chapter 61, Sections 61-4-91, 61-11-240, 61-13-72, and 61-13-87 to specify a height limit of 110 feet for new buildings in the Tables of Intensity and Dimensional Standards.

Also, That my office was served with the following papers issued out of Wayne Circuit Court, and the same were referred to the Law Department:

*Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan (Plaintiff) vs. LaSalle Bank, formerly known as Standard Federal Bank; Tyrone A. Owens; Wayne County Treasurer; and City of Detroit Treasurer (Defendants) — Case No. 07-717929 CH.

Placed on file.

From The Clerk

July 18, 2007

Honorable City Council:

This is to inform your Honorable Body that I am in receipt of the following petitions since the last regular session and recommend their reference as follows:

Respectfully submitted,
JANICE M. WINFREY
City Clerk

GENERAL ORDER

- 1912—Salvation Army (The), for hearing regarding Bell Ringing opportunities including dates and locations in the city/downtown area.
- 1914—Ray Ruffin, for hearing regarding ideas and concerns to share with your Honorable Body.
- 1926—Monica Smith, Steve Conn - DPS Schools, for hearing (parents, students, city residents) regarding concerns relative to planned Detroit Public School and the profound political/socio-economic crisis on our entire city.
- 1939—Mayor's Time, request designation to become recipient of payroll deductions (optional) from city of Detroit employees; already designated 501(c)(3) non-profit organization.

BUILDINGS AND SAFETY ENGINEERING/BUSINESS LICENSE CENTER/FIRE/HEALTH & WELLNESS PROMOTION/POLICE/POLICE-LIQUOR LICENSE BUREAU/PUBLIC WORKS/ TRANSPORTATION DEPARTMENTS

- 1922—CO Detroit300 Conservancy, for "Detroit Festival of Speed and Style", August 24-26, 2007, with temporary street closures in area of Woodward, Michigan, Cadillac Square, Monroe, etc.

BUILDINGS AND SAFETY ENGINEERING/BUSINESS LICENSE CENTER/FIRE/HEALTH & WELLNESS PROMOTION/POLICE/PUBLIC WORKS/TRANSPORTATION DEPARTMENTS

- 1913—Pulse220, for "Community Celebration", August 17, 2007, in area of Vernor Highway at Livernois Avenue.

BUILDINGS AND SAFETY ENGINEERING/BUSINESS LICENSE CENTER/FIRE/HEALTH & WELLNESS PROMOTION/POLICE/RECREATION DEPARTMENTS

- 1909—Detroit Aero Modelers (DAM) Radio Control Club, for "Annual Radio Controlled Model Airplane Show", August 13, 2007, with use of River Rouge Park, at Joy Road and Spinoza.