

**Department of Public Works
City Engineering Division**

May 10, 2006

Honorable City Council:

Re: Petition No. 232 — SDG Architects and Planners, for permanent vacations and encroachments in connection with the permanent Greektown Casino project, in the area of Macomb, St. Antoine, I-375 Service Drive, and Monroe.

Petition No. 232 of "SDG Architects and Planners" whose address is 615 Griswold Avenue — Suite 103, Ford Building, Detroit, Michigan 48226 for the Greektown Casino, 1. Requests the outright vacation (with easements retained for vehicular and pedestrian traffic) of the North 75.00 feet of East Lafayette Avenue, 120 feet wide, between Beaubien Avenue, 60 feet wide, and St. Antoine Avenue, 50 feet wide, (a portion deeded to the City of Detroit on July 17, 1996 — J.C.C. Pgs. 1565-71). 2. Requests to encroach 6.00 feet into the south side of Macomb Avenue, 50 feet wide, between St. Antoine Avenue, 50 feet wide, and I-375 Southbound Service Drive and the North side of Monroe Avenue 50 feet wide, between St. Antoine Avenue, 50 feet wide and I-375 Service Drive, and 5.00 feet into St. Antoine Avenue, 50 feet wide, between Macomb Avenue, 50 feet wide, and Monroe Avenue 50 feet wide, with foundation. 3. Requests that the Honorable City Council accepts an easement over that portion of East Lafayette Avenue to be outright vacated for vehicular and pedestrian traffic as requested by the Traffic Engineering Division — DPW.

SDG Architects and Planners consultants for the Greektown Casino intends to construct a hotel and parking structure on one site, and expand the existing casino on the existing site. Part of this construction requires that portions of the new Greektown Hotel and Parking Structure encroach a maximum of five feet into St. Antoine Avenue and six feet into Macomb and Monroe Avenues. Plus the expansion of the Greektown Casino will require that portion to be outright vacated with easements retained for vehicular and pedestrian traffic as requested by the Traffic Engineering Division — DPW.

The petition was referred to the City Engineering Division — DPW for investigation (utility clearances) and report. This is our report:

The Traffic Engineering Division — DPW reports no objections to the requested encroachments into Macomb, Monroe and St. Antoine for the placement of foundations and the outright vacation of the North 75.00 feet of East Lafayette Avenue, 120 feet wide, provided that the Greektown Casino follow the attached provision that are part of this resolution.

The Public Lighting Department (PLD)

reports the following comments for the Overhead building on East Lafayette Avenue is to have a minimum vertical clearance of 16.00 feet above ground from the building on the north side of East Lafayette up to and including the center island of East Lafayette between St. Antoine Avenue and Beaubien Avenue. Being the proposed columns conflicts with PLD's existing conduit bank in the center island of East Lafayette Avenue, the relocation of the conduit bank and cables, including the design of the relocation have to be done at the petitioner's (Greektown Casino) project expense. Also, the existing streetlights on the north side of East Lafayette Avenue must be replaced with yet to be determined lights attached to the future casino structure. These lights will be on a PLD circuit and must be maintained by PLD. The Greektown Casino Project is responsible for all the expenses incurred in replacing the existing streetlights. Greektown Casino project will also be responsible for all legal documents allowing PLD to attach lights to their building and to maintain them. PLD has the feeder to the existing Greektown — Macomb Garage and the legal right to provide power to any future building on that site.

The Detroit Water and Sewerage Department (DWSD) reports there is a 30-inch transmission main located in the portion of E. Lafayette Avenue. However, DWSD has no objection to the proposed vacation of the North 75.00 feet of East Lafayette Avenue, 120 feet wide, provided that the conditions contain in the attached easement agreement between Greektown Casino and the City of Detroit as revised below are followed and a part of the vacating resolution. 1) Article 3 on Page 2 is to be modified to provide the Grantee with a perpetual exclusive easement for utilities. 2) Article 4 on Page 2 is to be modified to include a provision that the Grantor will be responsible, at its sole cost and expense, for repairing any damage to existing utilities caused by this construction activities. Also, the Grantee will not be liable for any damage to the Casino Expansion or any other improvements done by the Grantor in the Vacation Area caused by the failure of the Grantee's facilities and utilities. 3) Article 4 is to be modified so that any easements granted by the Grantor in the Utility Easement Area will be done after the review and approval of the Grantee.

The Detroit People Mover (DPM)/ Detroit Transportation Corporation (DTC) reports the DTC's existing guideway easement is maintained and the Greektown Casino addressed the concerns and/or provision that are part of this resolution.

The Detroit Edison Company — DTE (Gas and Electric Divisions) reports that

DTE has Three (3) primary switch cabinets located on the proposed site that will have to be relocated at the Petitioner's expense. Also the Six (6) feet encroachment on St. Antoine Avenue be limited to a maximum of Five (5) feet to accommodate the existing 3-inch plastic (10 psig) gas main inserted in a dead 6-inch cast iron main located Six (6) feet west of the East right-of-way line of St. Antoine Avenue, and the outright vacation of the northerly 75.00 feet of East Lafayette Avenue, 120 feet wide, DTE have to abandon the existing 3-inch gas main on the North side of E. Lafayette and reroute and install a 3-inch gas main on the South side of E. Lafayette. The cost of the rerouting and installation is estimated to be \$19,477.55 to be borne by the petitioner and/or Greektown Casino.

AT&T Telecommunication reports AT&T has facilities in Macomb Avenue that may interfere with the development. The petitioner is to contact Miss Dig to locate facilities and if AT&T needs to remove and/or reroute such services the cost will be determined at that time. All associated cost for removing and/or rerouting will be at petitioner's expense.

All other involved City departments and privately owned utility companies reported no objections or that satisfactory arrangements have been made. Provisions protecting utility installations are part of this resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,
WILLIAM TALLEY
Head Engineer

City Engineering Division — DPW
By Council Member Watson:

Whereas, Petition No. 232 of "SDG Architects and Planners" whose address is 615 Griswold Avenue — Suite 103, Ford Building, Detroit, Michigan 48226 for the Greektown Casino, 1. Requests the outright vacation (with easements retained for vehicular and pedestrian traffic) of the North 75.00 feet of East Lafayette Avenue, 120 feet wide, between Beaubien Avenue, 120 feet wide, and St. Antoine Avenue, 50 feet wide, (a portion deeded to the City of Detroit on July 17, 1996 — J.C.C. Pgs. 1565-71). 2. Requests to encroach 6.00 feet into the south side of Macomb Avenue, 50 feet wide, between St. Antoine Avenue, 50 feet wide, and I-375 Southbound Service Drive and the North side of Monroe Avenue 50 feet wide, between St. Antoine Avenue, 50 feet wide and I-375 Service Drive, and 5.00 feet into St. Antoine Avenue, 50 feet wide, between Macomb Avenue, 50 feet wide, and Monroe Avenue 50 feet wide, with foundation. 3. Requests that the Honorable City Council accepts an easement over that portion of East Lafayette Avenue to be outright vacated for vehicular and

pedestrian traffic as requested by the Traffic Engineering Division — DPW.

Resolved, All that part of East Lafayette Avenue, 120 feet wide, (with a portion deeded to the City of Detroit on July 17, 1996 — J.C.C. Pgs. 1565-71) between Beaubien Avenue, 60 feet wide, and St. Antoine Avenue, 50 feet wide being the North 75.00 feet of East Lafayette Avenue, 120 feet wide, lying Southerly of and abutting the South line of Lots 123 and 124 in the "Plat of a part of the Beaubien Farm in the City of Detroit as Surveyed into town Lots for proprietors by John Mullett Surveyor recorded January 13, 1835" as recorded in Liber 6 Page 475-576, Plats, Wayne County Records, and abutting Lots A, B, and C in the "Candler's Subdivision of Lots 125 and 126 Lambert Beaubien Farm" as recorded in Liber 1 Page 148, Plats, Wayne County Records, and abutting Lots 7 through 9, both inclusive, and Lot 13 all in the "Plat of the Antoine Beaubien Farm" April 22, 1846 including Catholic and Protestant Cemeteries as recorded in Liber 27 Page 197, Deeds, Wayne County Records,

Be and the same is hereby vacated as public rights-of-way to become part and parcel of the abutting property, subject to the following provision;

Provided, 1) That 100% of the signatures from the abutting property owners are secured. 2) The roadway infrastructures are not to be reduced in any shape or form for maintaining uninterrupted vehicular and pedestrian traffic at all times. 3) The superstructure support columns/structures shall be inasmuch that it does not compromise the sight distance and/or visibility necessary to maintain safety for vehicular and pedestrian traffic. 4) The sight distance and/or visibility of the traffic signal at Beaubien and westbound East Lafayette is not affected by the construction of the superstructure with the proposed 16 feet vertical clearance above grade to maintain safety for vehicular and pedestrian traffic, and be it further

Provided, That the Overhead/Expansion of the Greektown Casino building on East Lafayette Avenue is to have a minimum vertical clearance of 16.00 feet above ground from the building on the north side of East Lafayette up to and including the center island of East Lafayette between St. Antoine Avenue and Beaubien Avenue, and be it further

Provided, That the easement agreement between the Greektown Casino and the City of Detroit is part of and attached to this resolution as per the Detroit Water and Sewerage request, also a signed copy of the easement agreement is to be delivered to City Engineering Division — DPW after the approval of the Honorable City Council for future records, and be it further

Provided, That provided that the conditions contain in the attached easement agreement between Greektown Casino and the City of Detroit to be revised below as followed and part of the vacating resolution. 1) Article 3 on Page 2 is to be modified to provide the Grantee with a perpetual exclusive easement for utilities. 2) Article 4 on Page 2 is to be modified to include a provision that the Grantor will be responsible, at its sole cost and expense, for repairing any damage to existing utilities caused by this construction activities. Also, the Grantee will not be liable for any damage to the Casino Expansion or any other improvements done by the Grantor in the Vacation Area caused by the failure of the Grantee's facilities and utilities. 3) Article 4 is to be modified so that any easements granted by the Grantor in the Utility Easement Area will be done after the review and approval of the Grantee.

Provided, That a ten (10) feet clearance between the proposed Expansion of the Greektown Casino building and the people mover Guideway is more practical and maintained; and be it further

Provided, That the building facade on the west side should be designed such that the horizontal clearance is maintained for the full height of the building. It is preferred that no windows be placed on the angled portion of the building. Any windows on the west façade should be secured from falling objects. Windows or roof shades or any attachments to the façade should not be included in the design. All windows should be provided with special protection screens, and be it further

Provided, That the clearance for the Casino façade cleaning or other maintenance operations should be considered, and be it further

Provided, That the clearance should be sufficient enough that no debris or collapsed structure should fall on the Guideway in case of fire. Fire rating should be higher on this face, and be it further

Provided, That the roof slope should be such that neither ice nor snow fall on the Guideway, and be it further

Provided, That the columns and foundations should be constructed in such a manner that damaging vibrations are not transferred to the Guideway. Vibration monitoring accelerometers should be attached to the Guideway before start of the work to monitor the level of construction vibration including a warning system indicating the damage threshold is being approached. The use of piles should be only considered if they are drilled. Driving of the piles should not be allowed. The distance between DPM columns and the proposed building foundation elements and grade beams should be such that they do not impact the structural integrity of DPM

columns or caisson foundations. No attachment/connection should be allowed to the DPM caissons or columns. Soil excavation that removes the supporting soil from the DPM columns/caissons should not be allowed during construction phase. Construction activities should be planned considering safe operation of the DPM trains. During construction activities the use of cranes and other hauling equipment should not be allowed over the DPM Guideway. The columns should be protected from impact by construction machinery during construction. Temporary protection should be placed around the effected columns, and be it further

Provided, That General. The construction work within 50' of the Guideway and exterior to the Casino should not be allowed during revenue hours. Any work required to be done within 50' of the Guideway should be planned for non-revenue hours. Construction methods should be planned in such a way that the air space above the Guideway is not encroached upon. The tools and construction materials are to be secured to prevent their falling onto the Guideway or vehicle-operating envelope. All the activities should be undertaken from inside the building. No cables, ropes, wires, reinforcement bars, structural steel members etc should be permitted over the Guideway during construction, and be it further

Provided, That the petitioner contact Miss Dig to locate facilities for removal and/or rerouting of facilities, and be it further

Provided, That satisfactory arrangements have been made with all other city departments and utility companies for the removal and/or rerouting costs and/or expenses of such services, and be it further

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to SDG Architects and Planners and/or The Greektown Casino whose address is 615 Griswold Avenue - Suite 103, Ford Building, Detroit, Michigan 48226, to install and maintain encroachments within the North six (6) feet of the right-of-way line of Monroe Avenue, 50 feet wide, the South six (6) feet of the right-of-way line of Macomb Avenue, 50 feet wide, and the East five (5) feet of the right-of-way line of St. Antoine Avenue, 50 feet wide. The SDG Architects and Planners and The Greektown Casino LLC intend to encroach below grade with foundations for the construction of the Greektown Hotel and Parking Structure, adjacent to the following described property:

Being St. Antoine Avenue, 50 feet wide between Macomb Avenue, 50 feet wide, and Monroe Avenue, 50 feet wide, lying Westerly of and abutting the West line of

the North Lot 4 south of and adjoining Macomb Avenue and South Lot 4 North of and adjoining Monroe all in the "Plat of the Antoine Beaubien Farm" April 22, 1846 including Catholic and Protestant Cemeteries as recorded in Liber 27 Page 197, Deeds, Wayne County Records,

Also, Macomb Avenue, 50 feet wide, between St. Antoine Avenue, 50 feet wide and I-375 Southbound Service Drive lying Northerly of and abutting the North line of Lots 1 through 4, both inclusive, in the "Plat of the Antoine Beaubien Farm" April 22, 1846 including Catholic and Protestant Cemeteries as recorded in Liber 27 Page 197, Deeds, Wayne County Records, and lying Northerly of and abutting the North line of Lots 1 through 7, both inclusive, in the "Plat of the Front of Charles Moran Farm" A.E. Hathon, Civil Engineer, 1837, Charles Moran Proprietor, August 5th, 1837, as recorded in Liber 10 Page 3 and 5, Plats, Wayne County Records,

Also, Monroe Avenue, 50 feet wide, between St. Antoine Avenue, 50 feet wide and I-375 Southbound Service Drive lying Southerly of and abutting the South line of Lots 1 through 4, both inclusive, in the "Plat of the Antoine Beaubien Farm" April 22, 1846 including Catholic and Protestant Cemeteries as recorded in Liber 27 Page 197, Deeds, Wayne County Records, and lying Southerly of and abutting the South line of Lots 1 through 7, both inclusive, in the "Plat of the Front of Charles Moran Farm" A.E. Hathon, Civil Engineer, 1837, Charles Moran Proprietor, August 5th, 1837, as recorded in Liber 10 Page 3 and 5, Plats, Wayne County Records,

Provided, "SDG Architects and Planners and/or The Greektown Casino" or its assigns shall apply to the Buildings and Safety Engineering Department for a building permit prior to any construction. Also, if it becomes necessary to open cut public streets, bore, jack, occupy or barricade city rights-of-way for maintenance or encroachments such work shall be according to detail permit application drawings submitted to the City Engineering Division — DPW prior to any public right-of-way construction; and further

Provided, That the necessary permits shall be obtained from the City Engineering Division — DPW and the Buildings and Safety Engineering Department. The encroachments shall be constructed and maintained under their rules and regulations; also in accord with plans submitted to and approved by these departments; including the Public Lighting Department (if necessary), and the Traffic Engineering Division — DPW (if necessary); and further

Provided, That all cost for the construction, maintenance, permits and use of the

encroachments shall be borne by "SDG Architects and Planners and/or The Greektown Casino" or its assigns; and further

Provided, That all costs incurred by privately owned utility companies and/or city departments to alter, adjust, and/or relocate their existing utility facilities located in close proximity to the encroachments shall be borne by "SDG Architects and Planners and/or The Greektown Casino" or its assigns. Should damages to utilities occur "SDG Architects and Planners and/or The Greektown Casino" or its assigns shall be liable for all incidental repair costs and waives all claims for damages to the encroaching installations; and further

Provided, If it becomes necessary to repair or replace the utilities located or to be located within the public rights-of-way, by acceptance of this permission, "SDG Architects and Planners and/or The Greektown Casino" (owner) for themselves, or their assigns, (by acceptance of permits for construction near underground utility lines, conduits, or mains) waives all claims for damages to the encroaching installations and agree to pay all costs incurred in their removal (or alteration), if removal (or alteration) becomes necessary; and further

Provided, That "SDG Architects and Planners and/or The Greektown Casino" 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 and/or The Greektown Casino" of the terms thereof. Further, "SDG Architects and Planners and/or The Greektown Casino" shall agree to pay all claims, damages or expenses that may arise out of the maintenance of the proposed encroachments; and further

Provided, The property owned by "SDG Architects and Planners and/or The Greektown Casino" and the encroachment shall be subject to proper zoning or regulated use (board of Zoning Appeals Grant); and further

Provided, That no other rights in the public streets, alleys or other public place shall considered waived by this permission which is granted expressly on the condition that said encroachments shall be removed at any time when so directed by the City Council, and the public property affected shall be restored to a condition satisfactory to the City Engineering Division — DPW; and further

Provided, This resolution is revocable at the will, whim or caprice of the City Council, if "SDG Architects and Planners

and/or The Greektown Casino" acquires no implied or other privileges hereunder not expressly stated herein; and 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.

Resolved, That your Honorable Body authorize the acceptance of the following described vehicular and pedestrian traffic easement that is requested by the Traffic Engineering Division — DPW, and is subject to the approval of the Traffic Engineering Division — DPW and any other public or privately owned utility company, if necessary;

Land in the City of Detroit, Wayne County, Michigan, All that part of East Lafayette Avenue, 120 feet wide, (with a portion deeded to the City of Detroit on July 17, 1996 — J.C.C. Pgs. 1565-71) between Beaubien Avenue, 60 feet wide, and St. Antoine Avenue, 50 feet wide being the North 75.00 feet of East Lafayette Avenue, 120 feet wide, lying Southerly of and abutting the South line of Lots 123 and 124 in the "Plat of a part of the Beaubien Farm in the City of Detroit as Surveyed into town Lots for proprietors by John Mullett Surveyor recorded January 13, 1835" as recorded in Liber 6 Page 475-576, Plats, Wayne County Records, and abutting Lots A, B, and C in the "Candler's Subdivision of Lots 125 and 126 Lambert Beaubien Farm" as recorded in Liber 1 Page 148, Plats, Wayne County Records, and abutting Lots 7 through 9, both inclusive, and Lot 13 all in the "Plat of the Antoine Beaubien Farm" April 22, 1846 including Catholic and Protestant Cemeteries as recorded in Liber 27 Page 197, Deeds, Wayne County Records, except that portion to be used for columns and foundations for the Expansion of the Greektown Casino building on East Lafayette Avenue;

Resolved, The Planning and Development Department Director is hereby authorized to issue quit-claim deeds to transfer the following vacated public right-of-ways for their fair market value and/or other valuable consideration:

Land in the City of Detroit, County of Wayne, State of Michigan; All that part of the Southerly 50.00 feet of the Northerly 75.00 feet of East Lafayette Avenue, 120 feet wide between Beaubien Avenue, 120 feet wide, and St. Antoine Avenue, 50 feet wide as previously said;

**CITY OF DETROIT
INDEMNITY AGREEMENT**

THIS AGREEMENT is entered into as of the ____ day of May 2006, by and between the City of Detroit, a Municipal Corporation of the State of Michigan, act-

ing by and through its Finance Department ("City") and Greektown Casino, LLC, a Michigan Limited Liability Company, ("Greektown") the owner and operator of a temporary casino building located at 555 East Lafayette, Detroit, Michigan 48226.

WITNESSETH:

1) WHEREAS, Greektown owns and operates a temporary casino building located at 555 East Lafayette, Detroit, Michigan 48226 and desires to expand the existing casino building and construct a new parking structure/hotel in connection with the proposed permanent Greektown Casino project.

2) WHEREAS, The improvement will include the installation of parking structure/hotel foundations that will encroach upon the public right-of-way on the south side of Macomb Street between St. Antoine and the I-375 Service Drive, on the east side of St. Antoine Street between Macomb Street and Monroe Street, and on the north side of Monroe Street between St. Antoine and the I-375 Service Drive; and all such encroachments will be below the existing finished surface right-of-way, will not affect pedestrian or vehicular movement within the right-of-way, and will be no greater than six (6') feet from the property line.

3) WHEREAS, Pursuant to Greektown's petition #0232, hereto attached as Exhibit A. Greektown has requested the vacation of East Lafayette between St. Antoine and Beaubien Streets, with easements for the benefit of the City for retaining vehicular and pedestrian access and for retention of and access to utilities.

4) WHEREAS, The columns and foundations for proposed expansion of the existing Casino building across west-bound East Lafayette will encroach into the former right-of-way within the existing median and on the sidewalk adjacent to the existing casino building; provided that a minimum ten (10') foot sidewalks width will be maintained at all column locations.

5) WHEREAS, The City Council will approve Greektown's petition #0232, hereto attached as exhibit A, and issue a permit 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 requested permit. 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 Finance Department or any other department.

"Permit" means the document that will be issued pursuant to a resolution of the Detroit City Council approving petition #0232.

2. INDEMNITY

Greektown hereby accepts the terms and conditions of petition #0232 to be approved by the City Council, which authorizes the encroachment into the public right-of-way on the south side of Macomb Street between St. Antoine and the I-375 Service Drive, on the east side of St. Antoine Street between Macomb Street and Monroe Street, and on the north side of Monroe Street between St. Antoine and the I-375 Service Drive for parking structure/hotel foundations; the vacation of East Lafayette between St. Antoine and Beaubien Streets with easements for the benefit of the City for retaining vehicular and pedestrian access and retention of and access to all existing utilities unless relocated; and the encroachment into the former right-of-way within such easements within the existing median and on the sidewalk for columns and foundations for the casino building expansion. Greektown does hereby agree to save harmless the City from any third-party claims and assume 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 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 (b) The commercial liability insurance policy shall name the City as an additional insured and shall state that Greektown's insurance is primary and not excess over any insurance already carried by the City of Detroit.

(c) 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 of 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 which are well-rated by national rating organizations and are acceptable in 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 canceled 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 in the City's Finance Department, City-County Building, prior to the commencement of performance under the Permit and at least fifteen (15) days prior to the expiration dates of expiring policies.

3.06 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 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 all maintenance of the parking structure/hotel foundations and casino building expansion foundations and columns that encroach the right-of-way. All such maintenance must be performed in compliance with City ordinances.

GREEKTOWN CASINO, L.L.C.

By:

Gregory J. Collins
Vice President of Development
for Greektown Casino Date

Subscribed and sworn to before me this 2nd day of May, 2006.

MARIANNE K. POLLOCK

Notary Public

Wayne County, State of Michigan

My Commission Expires: April 13, 2008.

Approved by Law Department

Corporation Counsel

Date

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2006 by and between GREEKTOWN CASINO, LLC, a Michigan limited liability company ("Grantor"), whose address is 555 East Lafayette Avenue, Detroit, Michigan 48226, and CITY OF DETROIT, a Michigan municipal corporation, acting through its Planning and Development Department ("Grantee"), whose address is 2300 Cadillac Tower, Detroit, Michigan 48226.

RECITALS:

A. Grantor, Grantee and the Economic Development Corporation of the City of Detroit are parties to that certain Revised Development Agreement dated August 2, 2002 (the "Development Agreement") regarding the construction and operation by Grantor of a permanent casino complex and related facilities (the "Casino") in the City of Detroit. The Development Agreement provides, among other things, that Grantee will assist Grantor from time to time in connection with the vacation of certain public right-of-ways to permit Grantor's construction of the Casino.

B. In light of the foregoing, Grantee has concurrently herewith taken all appropriate actions to vacate an approximately seventy-five foot (75') wide east-west strip along the north right-of-way of Lafayette Avenue as depicted and described on Exhibits A and A-1, respectively, attached hereto and incorporated herein by reference (the "Vacation Area") so that Grantor is now the owner of all of the real property described on Exhibit B attached hereto and incorporated herein by reference (the "Casino Property").

C. In order to allow uninterrupted vehicles and pedestrian access and utility lines to be located in the Vacation Area, Grantor has agreed to grant to Grantee over certain portions of the Vacation Area depicted on Exhibit C attached hereto and incorporated herein by reference (i) a perpetual, non-exclusive easement for vehicular traffic, (ii) a perpetual, non-exclusive easement for pedestrian traffic, and (iii) a perpetual, non-exclusive easement for locating utilities all on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for vehicular traffic across that portion of the Vacation Area on which is located the roadway as depicted on Exhibit C (the "Road Easement Area"). The Road Easement Area may be used for vehicular traffic by Grantee and its agents, contractors, departments (such as fire and

police) and other employees together with the general public.

2. Grantor hereby grants to Grantee a perpetual, non-exclusive easement, for pedestrian traffic across that portion of the Vacation Area on which is located the sidewalk directly adjacent to and north of the Road Easement Area as depicted on Exhibit C hereto (the "Sidewalk Easement Area"). The Sidewalk Easement Area may be used for pedestrian traffic by Grantee and its agents, contractors, departments (such as fire and police) and other employees together with the general public.

3. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for the location, operation, construction, repair, replacement and/or maintenance of utilities and appurtenances thereto (collectively, "Utility Lines"), over, under, through and across the Road Easement Area and the Sidewalk Easement Area (collectively, the "Utility Easement Area").

4. Grantee expressly acknowledges that it shall have no right whatsoever in the areas depicted on Exhibit C hereto which are intended to be used by Grantor for the purpose of the construction and location of columns and associated footings (collectively, the "Support Columns") to support the improvements to be constructed on the Casino Property, provided, however, Grantor shall be responsible, at its sole cost and expense, for the relocation of any existing utilities (both private and public) from the Vacation Area necessitated by the construction and location of the Support Columns or otherwise directly required by construction activities on the Casino Property. Grantor agrees to grant (i) utility easements to the private easement holders for the relocated private utilities and (ii) utility easements, from time to time, for future private utilities in areas of the Utility Easement Area in its reasonable discretion and Grantor shall hold Grantee harmless for any claims with respect to the granting of such easements. Grantor shall further be responsible, at its sole cost and expense, for the relocation, reconstruction and replacement, as necessary, of the roadways, sidewalk areas, and other improvements in accordance with the plans and specifications for such work (Drawing _____, dated _____, Project No. _____) which have been reviewed and approved by Grantee and any necessary municipal departments so that same are in the general appearance as depicted on Exhibit C hereto. Upon commencement of such work, Grantor shall work with diligence and shall use commercially reasonable efforts to complete same within eighteen (18) months of commencement of such work (but in no event longer than three (3) years from the commencement of such work). Grantor hereby acknowledges and

agrees that in connection with its construction of the improvements on the Casino Property it will provide for at least sixteen (16') feet of above ground clearance in the Road Easement Area. Grantor acknowledges that the work in the roadway may include lane reconfiguration, traffic patterns, curbing, curb cuts, signalization and drainage, meeting standards and specifications of Grantee for public roads and in accordance with all applicable governmental requirements. Grantors shall supply and install lighting fixtures of size, style and illumination power for street lighting of the Road Easement Area within the area where the building is constructed over the Road Easement Area, meeting specifications of the Grantee, at Grantor's cost and responsibility. Grantee shall provide, at its cost and responsibility, street lighting for the remainder of Lafayette Avenue. Grantor may install pavers or other special sidewalk surface treatment and special curbing material as part of its improvements, at Grantor's cost, expense and responsibility, subject to the approval of Grantee. Grantor shall not install or cause to be installed any non-standard road surface for vehicular traffic between curb faces within the Roadway Easement Area.

5. (a) After the completion of all of the work to be performed by Grantor under Paragraph 4 above and subject to Section 5(b) below, Grantee, at its sole cost and expense, shall be responsible for repairing, replacing and maintaining the Road Easement Area and the Utility Lines. All work performed by Grantee and its contractors, in and about the maintenance, repair, and/or replacement of the Road Easement Area and the Utility Lines shall be performed with diligence and conducted in a manner that avoids disruption with Grantor's business on the Casino Property and, upon the completion of any work, Grantee shall remove all debris, materials and equipment and restore the surface of the land and installations thereon to substantially the same condition as existed prior to such work. Grantee agrees that it shall be responsible for, and shall perform the following obligations: Grantee shall supply, operate and maintain all traffic control devices; Grantee shall maintain and repair the driving surface (from curb face to curb face) in the same manner as if they were any dedicated public street; and Grantee shall provide city services for street cleaning, fire, police, snow removal, cleaning of catch basins, striping of traffic lanes and the placing of street, directional and other signage, in a manner comparable to neighboring public rights-of-way, subject to limitations resulting from proximity of the building to the Roadway Easement Area.

(b) Grantor shall be responsible for and shall cause to be maintained, and

replaced, repaired or reconstructed as necessary the Support Columns. Grantor assumes and bears all risk and responsibility for subsurface conditions affecting the roadway improvements as a result of the Support Columns. In no event shall Grantor's utilization of the building materially interfere with or adversely affect the Roadway Easement Area or the use thereof by Grantee or the public. Except as otherwise provided herein, any future construction on the Vacation Area that it may materially affect the improvements on the Roadway Easement Area shall require the prior written consent of Grantee, which shall not be unreasonably withheld or delayed. Grantor shall operate, maintain, repair and replace (except electrical service which shall be provided at Grantee's cost) the street lighting facilities and equipment which it installs pursuant to Paragraph 4 of this Agreement. Street lighting provided by Grantor shall at all times meet Grantee's typical and customary requirements for public street lighting. Grantor shall maintain, repair and replace the Sidewalk Easement Area. Grantor shall also be responsible for planting and maintaining the landscaping on the Lafayette Avenue median area as depicted on Exhibit C hereto.

6. During the initial period of construction of the improvements by Grantor under Paragraph 4 hereof, the Vacation Area shall be closed to public access and passage of vehicular traffic and pedestrians, subject to provision for continuation of utility services therein satisfactory to Grantee. Thereafter, Grantor shall not erect, construct, or permit to remain any fences or walls, guardrails or other obstructions whereby Grantee's use of the Road Easement Area or the Sidewalk Easement Area would be denied. Notwithstanding the foregoing, Grantor shall have the right (i) to close temporarily the Road Easement Area and the Sidewalk Easement Area after reasonable notice to Grantee, from time to time, solely for the purpose of preventing a public dedication thereof and only for such time as is necessary for the same, (ii) to construct and locate temporary and permanent improvements and signage in the Sidewalk Easement Area (a) to insure the orderly pick-up and drop-off of riders for both private busing companies and public modes of transportation who might from time to time have the right to use the "bus drop-off lane" in the Road Easement Area and (b) to otherwise promote effective and safe pedestrian traffic flow through the Sidewalk Easement Area provided none of such improvements and signage shall materially interfere with pedestrian traffic flow and (iii) to locate and maintain planters and other decorative objects and elements in the Sidewalk Easement Area which will enhance the overall appear-

ance and image of the Casino Property so long as such planters and objects do not materially interfere with pedestrian traffic flow.

7. Grantor reserves the right, from time to time and at its sole costs and expense, to make minor modifications to the Road Easement Area and the Sidewalk Easement Area so long as such modifications do not materially impair Grantee's use and enjoyment of the easement rights granted hereunder. Grantor shall have the right to grant utility and other easements within the Road Easement Area and the Sidewalk Easement Area so long as such easements do not materially impair Grantee's use and enjoyment of the easement rights granted hereunder.

8. Grantor hereby agrees to indemnify, defend and hold harmless Grantee from any and all suits, claims and actions (threatened or actually asserted), losses, costs, liabilities, expenses and/or damages, including, but not limited to attorneys' fees, which may be incurred by Grantee as the result of any personal injury, including death, and/or property damage as shall occur in the Vacation Area, including in connection with Grantor's obligations under Paragraph 4 hereof. Notwithstanding the foregoing, Grantor's obligation to defend, indemnify and hold harmless Grantee shall not apply to any liability, obligation, damage, loss, cost or expense which arises from the gross negligence or intentional or willful acts or omissions of Grantee, its officers, contractors, employees, departments or agents or the exercise by Grantee of (or its failure to exercise) its obligations under Paragraph 5(a) hereof or the failure of Grantee to otherwise perform its obligations required under this Agreement.

9. Grantor shall maintain in effect commercial general liability insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the Vacation Area or any improvement or equipment located thereon, such public liability insurance to afford protection to the limits of not less than Five Million Dollars (\$5,000,000.00). Such insurance shall be with reputable companies authorized to issue such policies in such amounts in the State of Michigan, and may be carried under blanket policies that include other properties and provide separate coverage for the Vacation Area. Such policies may include reasonable deductibles. Such insurance shall name Grantee as an additional insured and may, at the option of Grantor, name such other persons as Grantor may direct. Each such policy of insurance shall provide that it shall not be cancelled by the insurance for nonpayment of premiums or otherwise until at least ten (10) days after service of notice of the pro-

posed cancellation upon Grantee. The insurance required hereunder may from time to time be increased by mutual agreement of the parties to the extent that the parties deem the amount of insurance coverage to be insufficient to cover reasonably foreseeable risk of loss, damage, expense or injury.

10. (a) Grantor shall maintain, or cause to be maintained, at its expense during periods of performance of work in the Vacation Area (in addition to the insurance required to be carried in Paragraph 9 above), the following insurance:

(i) Workers' compensation insurance for employees which meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of \$100,000.00 each accident;

(ii) Professional liability (errors and omissions) insurance for the principal architect or engineer, with minimum limits of \$1,000,000.00 each claim; and

(iii) All-risk builder's risk insurance or comparable property insurance covering its construction activities.

(b) Grantor shall either require its direct contractors to provide the insurance coverages required in this Agreement (except errors and omissions) or shall provide a policy of insurance providing such coverages for its direct contractors; and Grantor and its contractors shall provide and file a surety performance bond for any work performed in a public right-of-way as required by Grantee. Acceptable certificates of insurance evidencing coverage shall be provided by Grantor to Grantee prior to commencement of work.

11. If Grantor or Grantee shall be in default in performing any of the terms of this Agreement, the non-defaulting party shall give the defaulting party written notice of such default, and if the defaulting party shall fail to cure such default within thirty (30) days after receipt of such notice (provided the thirty (30) day notice period shall not be required in the event of an emergency), or if the default is of such a character as to require more than thirty (30) days to cure, then, if the defaulting party shall fail within said thirty (30) day period to commence and thereafter proceed diligently to cure such default, then, and in either of such events, the non-defaulting party shall be entitled to correct such default or breach. The defaulting party shall pay such amount so expended. The foregoing shall not limit any other rights or remedies at law or in equity which the non-defaulting party may have against the defaulting party for a default under this Agreement.

12. 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, regulations or orders of governmental or military authorities 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).

13. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provisions set forth herein. Should any provision hereof be declared invalid by legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and should be unaffected by same.

14. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (a) registered or certified mail, return receipt requested, (b) personal hand delivery, or (c) overnight courier service, to the parties at the addresses shown above or at such other address as the respective parties may from time to time designate by like notice.

15. This Agreement may only be amended by the mutual written agreement of the parties hereto.

16. All of the covenants, conditions, agreements and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, and inuring to the benefits of and enforceable by the parties hereto, their respective successors and assigns, upon the terms, provisions and conditions hereinabove set forth.

17. Upon completion of the improvements to be constructed by Grantor in the Vacation Area, if it is necessary to correct the depiction of the easement areas set forth on Exhibit C hereto or to provide legal descriptions of same, an addendum to this Agreement shall be executed by the parties and shall be recorded in the public records containing the corrected depiction and/or legal descriptions as applicable.

18. At the request of a party, the other party shall execute and deliver within thirty (30) days an estoppel certificate addressed as requested stating that: (i) this Agreement is in full force and effect and has not been modified or amended or, if it has been modified or amended, the dates of any such modifications or amendments; and (ii) such other information as such requesting party may reasonably require.

IN WITNESS WHEREOF, The undersigned have executed this Agreement.

GREEKTOWN CASINO, L.L.C.,
a Michigan limited liability company
By: _____

Its: Officer
"Grantor"

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2006 by _____, the _____ of Greektown Casino, LLC, a Michigan limited liability company, on behalf of said limited liability company.

Print: _____
Notary Public, Wayne County,
Michigan

My commission expires: _____
Acting in the County of: _____
CITY OF DETROIT, a Michigan
municipal corporation

By: _____
Its: _____
"Grantee"

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2006, by _____, the _____ of the City of Detroit, a Michigan municipal corporation, on behalf of municipal corporation.

Print: _____
Notary Public, Wayne County,
Michigan

My Commission expires: _____
Acting in the County of: _____

- Exhibits:
A — Depiction of Vacation Area
A-1 — Legal Description of Vacation Area
B — Legal Description of Casino Property
C — Depiction of Road Easement Area, Landscaping Area, Sidewalk Easement Area and Utility Easement Area

Drafted by and when recorded return to:
Jonathan D. Block, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226-3583
(313) 465-7624

LENDER'S CONSENT PAGE
EXHIBIT A
Depiction of Vacation Area

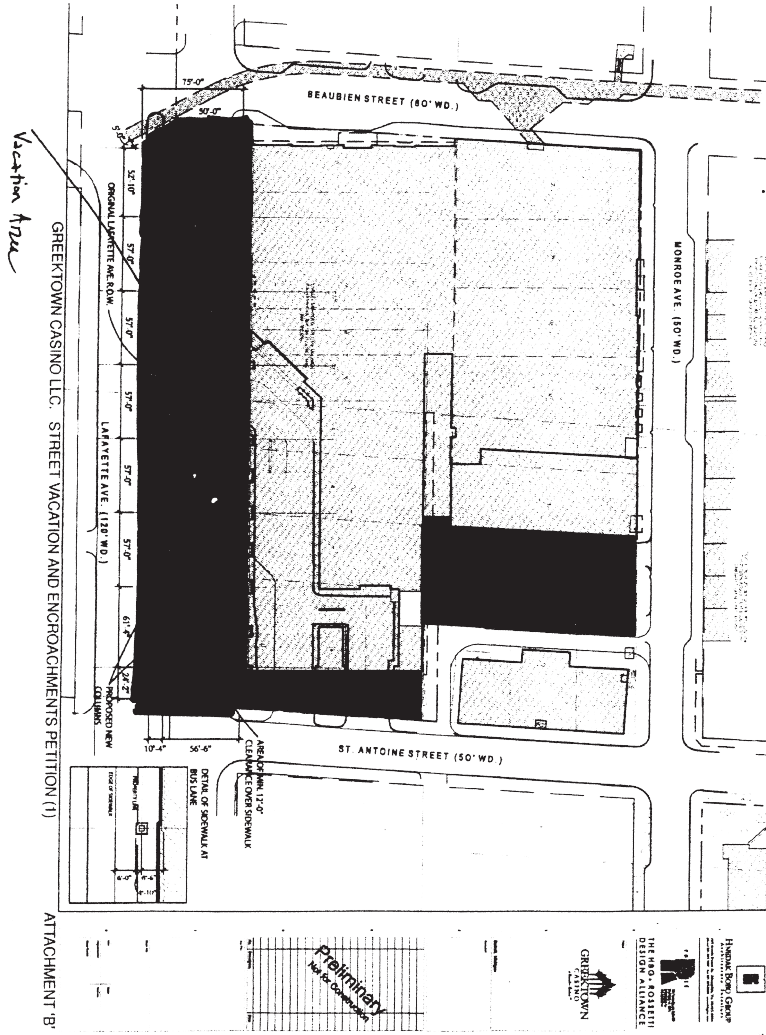


EXHIBIT A-1
Legal Description of Vacation Area

EXHIBIT B
Legal Description of Casino Property

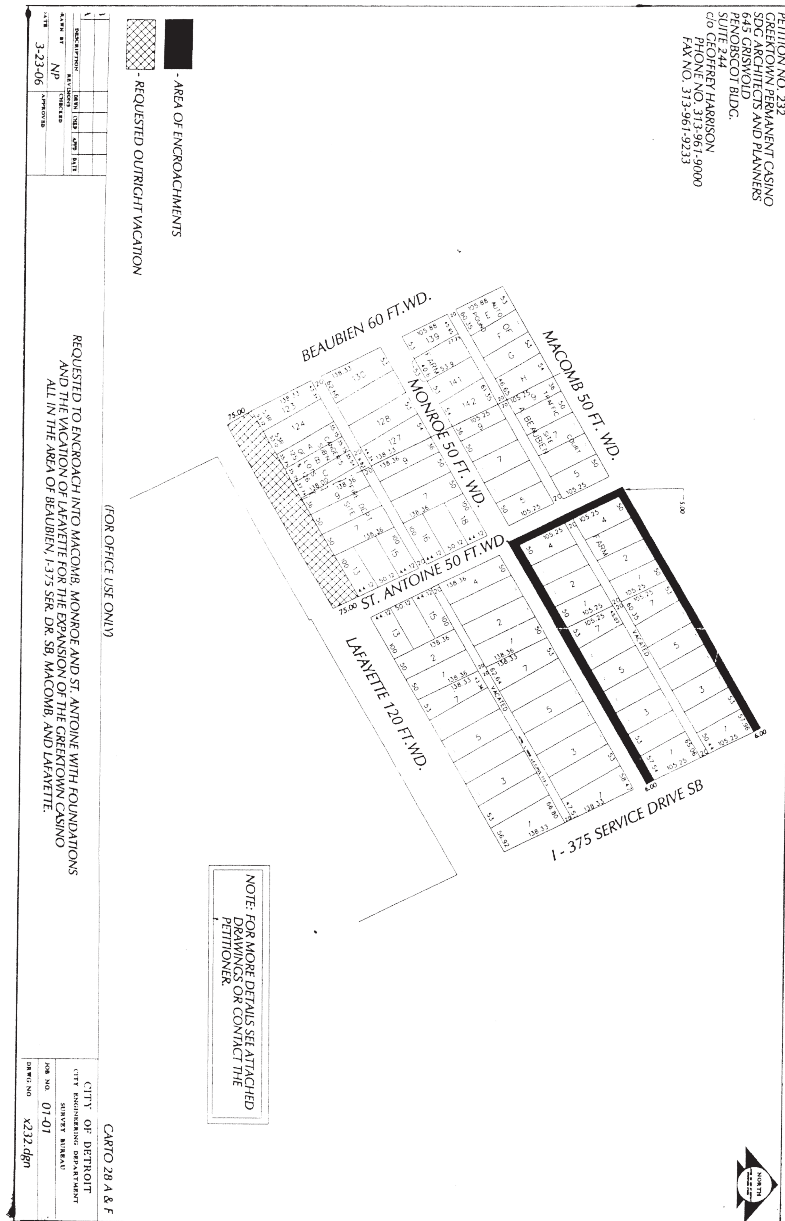
Parcel I

Legal Description of Vacation Area

Parcel II

Legal Description of Existing Casino Parcel

EXHIBIT C
Depiction of Road Easement Area, Landscaping Area, Sidewalk Easement Area and Utility Easement Area



PETITION NO. 232
 GREENTOWN PERMANENT CASINO
 SDG ARCHITECTS AND PLANNERS
 544 GRENWOOD
 544 GRENWOOD
 SUITE 244
 610 GLOFFREY HARRISON
 PETITION NO. 313,961-1900
 FAX NO. 313,961-9213

DATE: 3-23-06
 SCALE: AS SHOWN
 DRAWN BY: NP
 CHECKED BY: JPH

REQUESTED TO ENCROACH INTO MACOMB, MONROE AND ST. ANTOINE WITH FOUNDATIONS AND THE VACATION OF LAFAYETTE FOR THE PERMANENT CASINO ALL IN THE AREA OF BEAUBIEN, 1375 SR. DR. SB, MACOMB, AND LAFAYETTE.

CITY OF DETROIT
 CITY ENGINEER
 JOB NO. 07-01
 DRAWING NO. 4232.dgn

Adopted as follows:
 Yeas — Council Members S. Cockrel, Collins, Conyers, Jones, Kenyatta, Reeves, Watson, and President K. Cockrel, Jr. — 8.
 Nays — None.

**Finance Department
 Purchasing Division**
 May 11, 2006

Honorable City Council:
 The Purchasing Division of the Finance

Department recommends a Contract with the following firm(s) or person(s):
 2659966—(CCR: November 20, 2002)
 — Printing and mailing of Tax Forms, Booklets and Vouchers from November 15, 2004 through November 14, 2006 — Original Dept. Estimate: \$216,000.00, Requested Dept. Increase \$9,896.04, Total Contract Estimated Expenditure to: \$225,896.04 — Reason for Increase: Agreed amount was to include a 12%