

**Department of Public Works  
City Engineering Division**

November 9, 2006

Honorable City Council:

Re: Petition No. 437 — SDG Architects & Planners for permanent street encroachments (pedestrian bridge and foundations below grade) and vacation of an alley easement in connection with proposed permanent Greektown Casino project, in the area of St. Antoine and Monroe.

Petition No. 437 of "Petition No. 437 — SDG Architects & Planners" whose address is 615 Griswold — Ford Building — Suite 103, Detroit, Michigan 48226, on behalf of Greektown Casino, requests 1) Permission to construct and maintain an overhead pedestrian bridge 20.00 feet wide, encroaching into the intersection of St. Antoine Avenue, 50 feet wide, and Monroe Avenue, 50 feet wide, and 2) Permission to encroach no greater than six (6.00) feet into Monroe Street, 50 feet wide and St. Antoine Avenue, 50 feet wide with bridge support foundation below grade. 3) To vacate a portion of the East-West public alley, 20.00 feet wide (vacated and converted to easement on December 4, 1998 — J.C.C. Pgs. 3119-22) in the block bounded by Monroe Avenue, 50 feet wide, East Lafayette Avenue, 120 feet wide, Beaubien Avenue, 60 feet wide, and St. Antoine Avenue, 50 feet wide. This request is to facilitate the construction of Greektown Hotel/Parking Structure and Casino.

SDG Architects & Planners on behalf of Greektown Casino plans to build a pedes-

trian bridge 20.00 feet wide with a minimum of 16.00 feet above grade and bridge support foundation (no greater than 6.00 feet from property line) in the intersection of St. Antoine Avenue, 50 feet wide, and Monroe Avenue, 50 feet wide to connect the Greektown Hotel/Parking Structure to Greektown Permanent Casino.

The encroachment petition was referred to the City Engineering Division — DPW for investigation and report. This is our report.

The Detroit Water and Sewerage Department (DWSD) reports there are water mains and sewers located in the intersection of St. Antoine and Monroe that have to remain in service. However, DWSD has no objections to the proposed encroachments for the pedestrian bridge and foundations provided that a minimum of 16 feet of clearance is maintained between the ground surface and the bottom of the pedestrian bridge. Also, the caissons for the foundation are to be drilled and encroach into the right-of-way a maximum of six feet from the property line. There is also a sewer located in the easterly portion of the east-west alley that has been request to be outright vacated. This sewer service the property located at the southwest corner of St. Antoine and Monroe, Lot 16, which is not owned by Greektown Casino at this time, however, we have no objections to the requested vacation provided that a private easement for sewers be reserved for that portion of the alley south of and adjacent to Lot 16. Provisions for the encroachments and

easements are part of this resolution.

The Public Lighting Department (PLD) reports having already removed its overhead facilities in response to an earlier petition 424 in July 3, 1998. PLD have abandoned the PLD manholes and conduit bank running east-west in the alley as per the request for vacation. However, PLD recommend that before any construction begins, the contractor should contact PLD to verify that the abandoned feed to the engine house is disconnected at manhole 6630 on St. Antoine Avenue. Please return the Manhole covers and frames back to PLD once the vacation is completed. Also PLD has Traffic Signal master arms, underground traffic signal and street lighting conduits running in the area where the overhead bridge encroachment is proposed at Monroe and St. Antoine. Any structure proposed to be built shall maintain a four and half feet (4' 1/2") horizontal clearance from the PLD conduit bank and manholes. Also 10 feet horizontal clearance for the overhead PLD lines and installations. The contractor will be liable for any damages to any PLD underground facilities.

Traffic Engineering Division (TED) reports no objection to the requested encroachment into the intersection of St. Antoine and Monroe Avenues with a pedestrian bridge and outright vacation of the remaining portion of the east-west public alley provided that 1) The roadway infrastructures are not reduced in any shape or form for maintaining uninterrupted vehicular and pedestrian traffic at all

STATE OF MICHIGAN)  
CITY OF DETROIT)

ss.

I, Janice M. Winfrey

CITY CLERK of the City of Detroit, do

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

adopted by the City Council on November 17, 2006

and approved by the Mayor on December 5, 2006  
Detroit Legal News, dated December 19, 2006

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

MAP ATTACHED

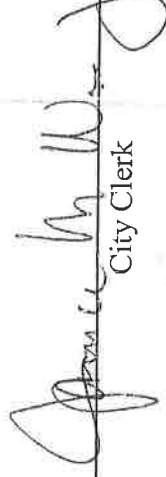
Li 47420

Pa 1284-1287

Rec'd 8-19-08

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

March 14, 2007

  
City Clerk

times. 2) The superstructure support columns/structures shall be located such that it does not compromise the sight distance/visibility necessary to maintain safety of vehicular and pedestrian traffic. 3) The sight distance/visibility of the traffic signal at Monroe and St. Antoine is not affected by the construction of the superstructure with the proposed 16 feet vertical clearance over the roadway to maintain safety of vehicular and pedestrian traffic. 4) Any work needed to maintain the safe visibility and height (minimum 16 feet under clearance) of traffic signals shall be done and paid for by the petitioner, Greentown Casino, and/or their heirs or assigns.

DTE Energy and gas Division reports is in very close proximity to gas service for 598 Monroe Avenue and if it needs to be relocated by construction the petitioner, Greentown and/or their heirs or assigns will have to pay for the relocation as needed. DTE Energy has to maintain services for the Greentown Casino Fire Pump as well as Trapper Alley. However, DTE will approve the vacation with the reservation of an private easement for DTE Energy within said alley to ensure that service to these facilities are maintained.

AT&T/SBC communication reports that the pedestrian bridge encroachment will have no impact on AT&T/SBC, unless supports columns interfere with AT&T/SBC St. Antoine run. AT&T must maintain feeds to existing customers. To relocate, charges will apply and please contact AT&T Customer Growth Group.

Comcast Cablevision reports a cost of \$20,931.82 for the removal and/or re-routing of such services.

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

Respectfully submitted,

NADIM HAIDAR

Acting Head Engineer  
City Engineering Division — DPW  
By Council Member S. Cockrell

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to "SDG Architects & Planners and/or Greentown Casino" to construct and maintain an overhead pedestrian bridge 20.00 feet wide, encroaching into the intersection of St. Antoine Avenue, 50 feet wide, and Monroe Avenue, 50 feet wide; described as follows:

Land in the City of Detroit, Wayne County, Michigan being part of the public rights-of-way St. Antoine Street, 50 feet wide, and Monroe Street, 50 feet wide and being more particularly described as: Beginning at the intersection of the southerly line of Monroe Street and the westerly line of St. Antoine Street said point also being the northeasterly corner of Lot 18 "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 S60°02'32"W along said southerly line of Monroe Street 19.07 feet; thence N14°58'41"E 104.89 feet to the easterly line of St. Antoine Street; thence S25°59'10"E along the easterly line of St. Antoine Street 24.06 feet to the northerly line of Monroe Street; thence N60°02'30"E along said northerly line of Monroe Street 3.07 feet; thence S14°58'41"W 80.63 feet to the westerly line of St. Antoine Street; thence N25°59'10"W along the westerly line of St. Antoine Street 6.90 feet to the point of beginning.

Whereas, The City Engineering Division — DPW is hereby authorized and directed to issue permits to "SDG Architects & Planners and/or Greentown Casino" to construct and maintain pedestrian bridge support foundations encroaching no greater than 6.00 feet from the property line into Monroe Avenue, 50 feet wide and St. Antoine Avenue, 50 feet wide; described as follows:

Land in the City of Detroit, Wayne County, Michigan being part of the public rights-of-way of Monroe Street, 50 feet wide and St. Antoine Avenue, 50 feet wide being described as: Lying Northerly of and abutting the North line of the East and 19.07 feet of Lot 18 and Lying Easterly of and abutting the East line of the North 6.90 feet of Lot 18 all in the "Plat of the St. Antoine Beaubien Farm, April 22, 1846 including Catholic and Protestant Cemeteries" as recorded in Liber 27, Page 197 of Deeds, Wayne County Records.

Encroachment to consist of an overhead pedestrian bridge and support foundations that will link Greentown Casino Hotel and Parking Garage to Greentown Permanent Casino within the intersection of St. Antoine Avenue, 50 feet wide, and Monroe Avenue, 50 feet wide, between the above described parcels:

Whereas, Approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its right 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 petitioner agrees to pay all costs for such removal and/or relocation; and be it further

Provided, That the pedestrian bridge and foundations provide a minimum of 16 feet of clearance is maintained between the ground surface and the bottom of the pedestrian bridge. Also, the caissons for the foundation are to be drilled and encroach into the right-of-way a maximum of six feet from the property line; and be it further

Provided, That any structure proposed to be built shall maintain a four and half feet (4' 1/2") horizontal clearance from the PLD conduit bank and manholes. Also 10 feet horizontal clearance for the overhead PLD lines and installations. The contractor will be liable for any damages to any PLD underground facilities; and be it further

Provided, That 1) The roadway infrastructures are not reduced in any shape or form for maintaining uninterrupted vehicular and pedestrian traffic at all times. 2) The superstructure support columns/structures shall be located such that it does not compromise the sight distance/visibility necessary to maintain safety of vehicular and pedestrian traffic. 3) The sight distance/visibility of the traffic signal at Monroe and St. Antoine is not affected by the construction of the superstructure with the proposed 16 feet vertical clearance over the roadway to maintain safety of vehicular and pedestrian traffic. 4) Any work needed to maintain the safe visibility and height (minimum 16 feet under clearance) of traffic signals shall be done and paid for by the petitioner, Greentown Casino, and/or their heirs or assigns; and be it further

Provided, That if it needs to relocate the facilities in close proximity to gas service for 598 Monroe Avenue by construction the petitioner, Greentown and/or their heirs or assigns will have to pay for the relocation as needed; and be it further

Provided, That if supports columns interfere with AT&T/SBC St. Antoine run relocation costs will apply to Greentown Casino and/or their heirs or assigns; and

be it further

Provided, "SDG Architects & Planners and/or Greentown 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 of 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 & Planners and/or Greentown 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 & Planners and/or Greentown Casino" or its assigns. Should damages to utilities occur "SDG Architects & Planners and/or Greentown 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 & Planners and/or Greentown Casino" (owners) 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 & Planners and/or Greentown 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 & Planners and/or Greentown Casino" of the terms thereof. Further, "SDG Architects & Planners and/or Greentown 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 "Greentown 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 & Planners and/or Greentown 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

Resolved, All that part of the East-West public alley, 20 feet wide, in the block bounded by Monroe, Lafayette, Beaubien, and St. Antoine (previously vacated) and converted to easement on December 4, 1998 — J.C.C. Pgs. 3119-22) lying Southerly of and abutting the South line of Lots 7 and 16; and lying Northerly of and abutting the North line of Lots 7 and 15 all



in the "Plat of the Antoine Beaubien Farm" April 22, 1846 as recorded in Liber 27, Page 198, Deeds, including Catholic and Protestant Cemeteries;

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 provisions:

Provided, That a private easement be reserved for DWSD for that portion of the alley south of and adjacent to Lot 16 to continue service; and be it further:

Provided, That before any construction begins within the east-west alley, the contractor should contact PLD to verify that the abandoned feed to the sewage houses is disconnected at manhole 6630 on St. Antoine Avenue. PLEASE: RETURN THE Manhole covers and frames back to PLD once the vacation is completed; and be it further:

Provided, That DTE maintain services for the Greektown Casino Fire Pump as well as Trapper Alley. However, DTE requires reservation of an private easement for DTE Energy within said alley to ensure that service to these facilities are maintained; and be it further:

Provided, That AT&T must maintain feeds to existing customers, and to relocate, charges will apply and please contact AT&T Customer Growth Group; and be it 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.

#### CITY OF DETROIT INDEMNITY AGREEMENT

THIS AGREEMENT is entered into as of the 9th day of November, 2006, 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 bridge from the north east corner to the southwest corner of the Monroe/St. Antoine intersection.

3) WHEREAS, The City Council will approve Greektown's petition #437, hereinafter 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 whenever 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 #0437.

#### 2. INDEMNITY

Greektown hereby accepts the terms and conditions of petition #0437 to be approved by the City Council which authorizes the bridge. 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	\$1,000,000 each occurrence	\$1,000,000

(Broad Form Comprehensive)

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 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 bridge. All such maintenance shall be performed in compliance with City ordinances.

GREETOWN CASINO LLC  
A Michigan Limited Liability Company  
By: GREGORY COLLINS

Its: Vice President

Date: July 17, 2006

Subscribed and sworn to before me this 17th day of June, 2006.

MARIANNE K. POLLOCK

Notary Public

Wayne County, State of Michigan

My Commission Expires April 13, 2008.

APPROVED BY LAW DEPARTMENT

Corporation Counsel

Date:

Adopted as follows:

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

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



D, 1846  
ESTANT

