



Letter of Transmittal

Date:
Petition Map:

Type of Petition

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Outright Vacation | <input type="checkbox"/> Dedication | <input type="checkbox"/> Berm Use |
| <input type="checkbox"/> Conversion to Easement | <input type="checkbox"/> Encroachment | <input type="checkbox"/> Temporary Closing |

Review Status

The above petition has been received and reviewed by this office. Please see below for the review status as marked.

- | | |
|--|--|
| <input type="checkbox"/> Approved Subject to Attached Provisions | <input type="checkbox"/> Revise and Resubmit |
| <input type="checkbox"/> Not Approved | |

Additional Comments (if applicable):

Attached is the DWSD provision related to the petition.

	Name	Title	Signature	Date
Reviewed by:			<i>Mohammad Siddique</i>	
Approved by:			<i>Mohammad Siddique</i> For Syed Ali	



**City of Detroit
Coleman A Young Municipal Center
2 WOODWARD AVE, STE.
Detroit MI 48226
United States**

Re: 2420 Bagley Alley Maintenance Agreement

Woodborn Partners will be developing, on behalf of Bagley + 16th, LLC, The Brooke on Bagley which is a 78-residential unit mixed-use project located at the corner of Bagley and 16th in the Hubbard Richard residential and Mexicantown business district of Southwest Detroit.

Part of this project includes the renovation and maintenance of the alley to the west of the site which sits between 2420 Bagley and 2436 Bagley.

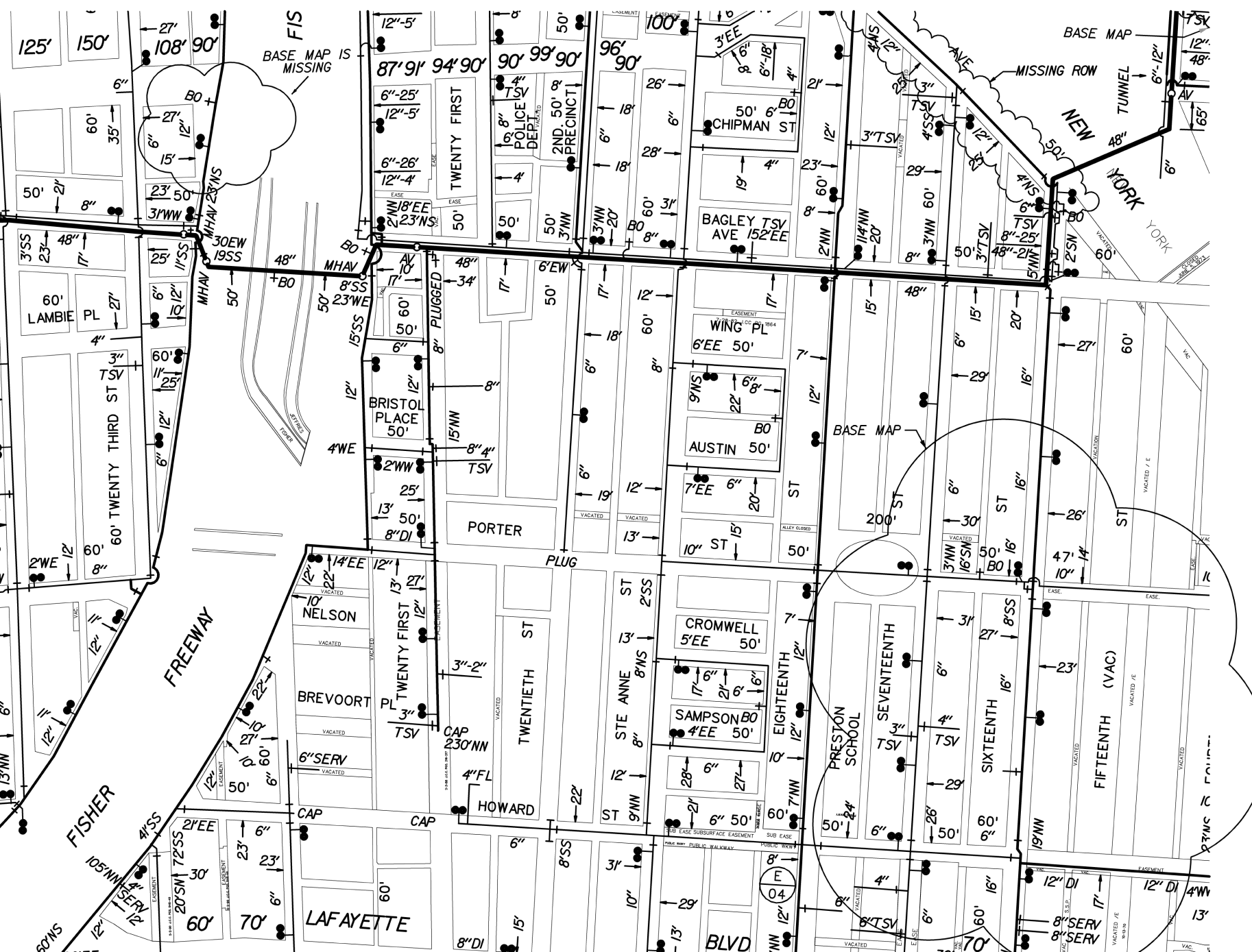
Sincerely,

A handwritten signature in black ink, appearing to read 'C. A. Brown', is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Clifford A. Brown.

PROVISIONS FOR ENCROACHMENT

1. By approval of this petition the Detroit Water and Sewerage Department (DWSD) does not waive any of its rights to its facilities located in the right of way, and at all time, DWSD, its agents or employees, shall have the right to enter upon the right of way 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 right of way shall be borne by DWSD.
2. All construction performed under this petition shall not be commenced until after five (5) days written notice to DWSD. Seventy-two (72) hour notice shall also be provided in accordance with P.A. 53 1974, as amended, utilizing the MISS DIG one call system.
3. Construction under this petition is subject to inspection and approval by DWSD. The cost of such inspection shall, at the discretion of DWSD, be borne by the petitioner.
4. DWSD prohibits the use of heavy construction equipment or the storage of building material directly over or near DWSD facilities. DWSD also prohibits the use of cranes and balls or hydraulic rams for pavement removal where DWSD facilities are involved. If the water main or sewer facilities are broken or damaged as a result of any action on the part of the contractor, the contractor shall be liable for all costs incidental to the repair of such broken or damaged water main or sewer facilities. 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 in 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.
5. The petitioner shall hold DWSD harmless for any damage to the encroaching device constructed or installed under this petition, which may be caused by the failure of DWSD's facilities.
6. 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.
7. Prior to construction, Easement Encroachment Permit (EEP) should be obtained and the insurance required by the EEP should not expire until after completion of the construction.
8. For any proposed work that involves DWSD water mains and/or sewers, an approval and a permit is required from DWSD before commencement of work.
9. It is DWSD's requirement that any proposed utility crossing DWSD water mains and/or sewers perpendicularly must maintain a minimum of 18 inches vertical clearance. Any proposed utility running adjacent to DWSD water mains and/or sewers must maintain a minimum of 10 feet lateral clearance including any conduit and/or manholes walls. No utility is allowed to run along the top of the water main or/or sewer.
10. It is DWSD's requirement that no encroachment has a vertical clearance of less than 16 feet from the ground surface over DWSD water mains and/or sewers.



7/19/22

City of Detroit
Traffic Engineering Division
2633 Michigan Ave
Detroit, MI
48216


Re: Workzone detail for construction of the site Brooke on Bagley
MitiSafe #0052256

Traffic control to facilitate the construction of the Brooke on Bagley project. 2023/2024 ROW activities to include: Tyvek install, window/glazer, brick/façade work, cleaning and maintenance, and sidewalk replacement. Frost slabs will be installed as well. The site is bounded by Bagley to the south, 16th to the east, Newark to the north, and 2436 Bagley to the west. To facilitate this construction the northern sidewalk of Bagley will be closed directly south of the site. 16th will also be fully closed for the duration of the project. Half of Newark will be closed as well to facilitate construction of the northern elevation and to reconstruct a failing retaining wall along the southern curbline of Newark. Access to the train yard at Newark and 16th will be maintained. There are existing ADA ramps to accommodate pedestrian crossing of Bagley, but no pedestrian crossing are present on Bagley. These will be striped to facilitate the pedestrian detour. Frost Slabs will be petitioned for, and are included in the civil plans submitted and approved by CED. There will be no affect to vehicular travel on Bagley. Neither bus stops, nor bus travel will be affected. No work will take place within 50' of any permanent People Mover structure. Pedestrian Detour has been established and detailed on the attached traffic control.

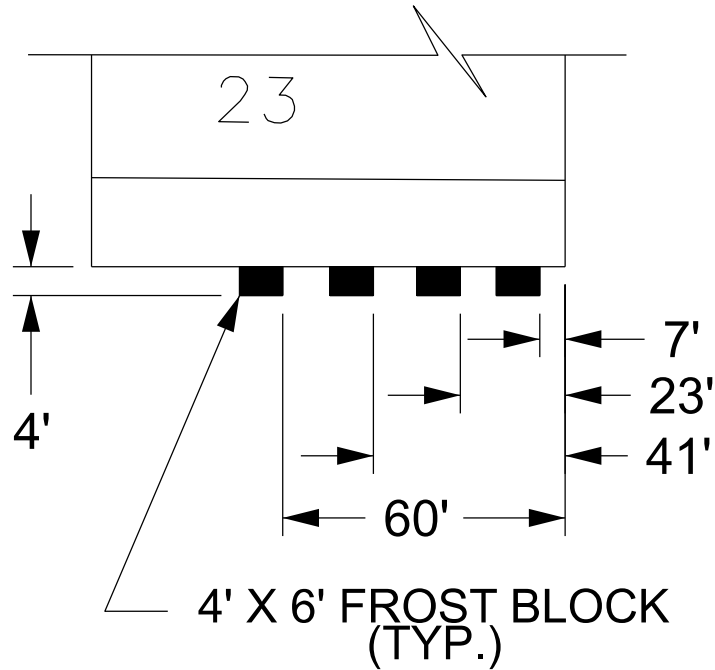
Contact Chris Stilwell with any questions on this project. 313-213-9086

Applicant –
Sachse Construction
Attn: Jim Jehle
3663 Woodward
Suite 500
Detroit, MI
48201

See attached **traffic control** plans in 11X17 versions.

Thank you,

Chris Stilwell

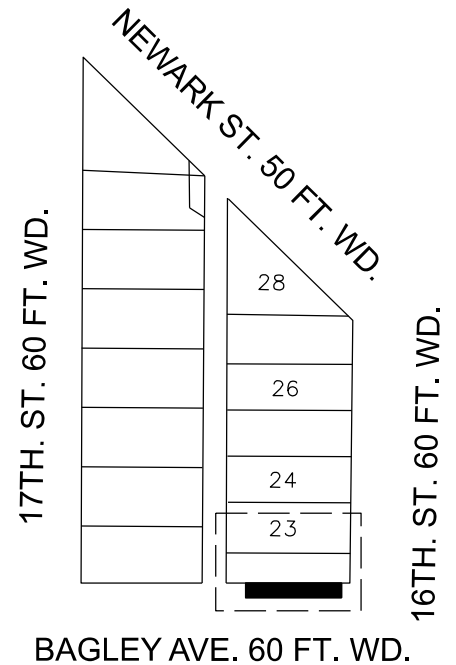
MAP-23-171



16TH. ST.

BAGLEY AVE.

4' X 6' FROST BLOCK
(TYP.)



 - REQUEST ENCROACHMENT

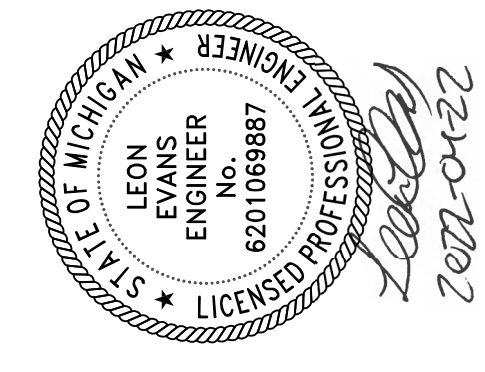
(FOR OFFICE USE ONLY)

CARTO 18 B

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	AP	CHECKED	LC		
DATE	12/11/2023	APPROVED	JD		

REQUEST ENCROACHMENT
INTO BAGLEY
AT 2420 BAGLEY AVE.

CITY OF DETROIT CITY ENGINEERING DIVISION SURVEY BUREAU	
JOB NO.	23-171
DRWG. NO.	



Seal Signature

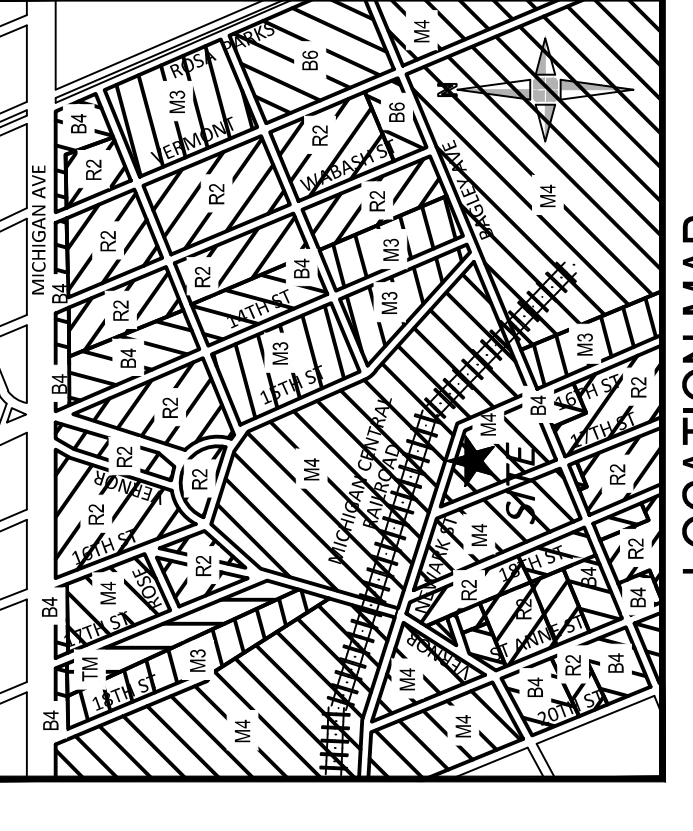
Project Name
The Brooke On Bagley

Project Number
19690-000

Description
Demolition Plan

Scale
1" = 20'

C-200

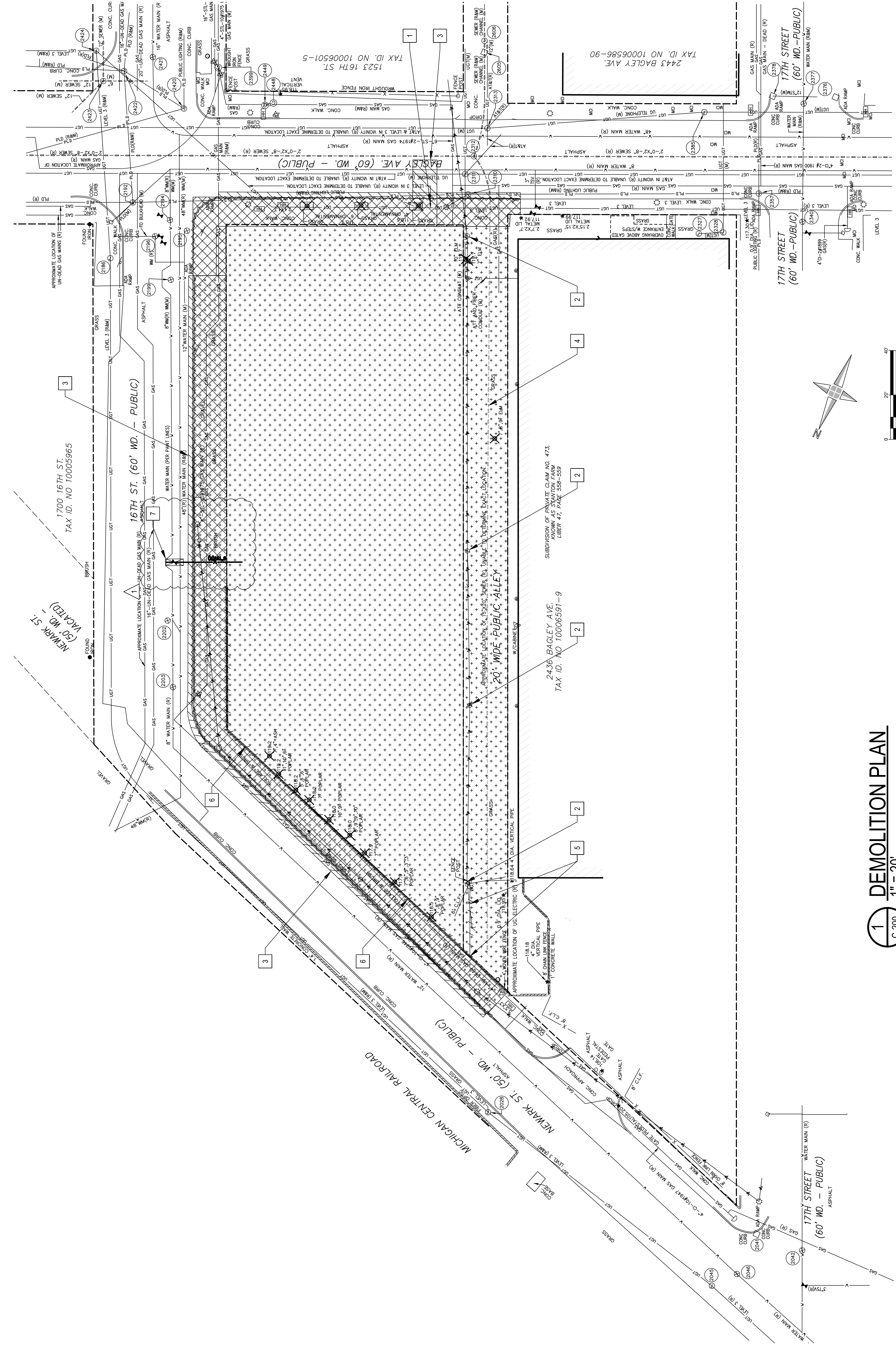


DEMOLITION PLAN - LEGEND

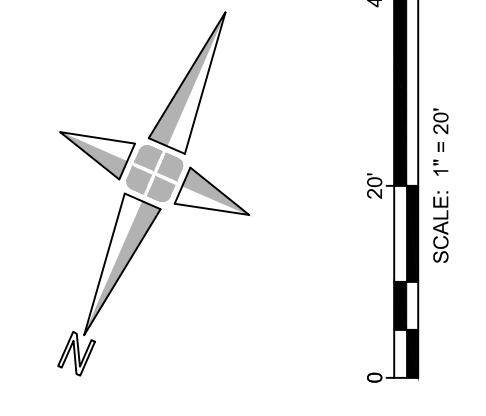
- REMOVED/DEMOLISH UTILITY PIPE
- REMOVED/DEMOLISH CURB AND GUTTER
- REMOVED/DEMOLISH WALL OR FENCE
- REMOVED/DEMOLISH UTILITY STRUCTURE
- REMOVED/DEMOLISH TREE, SHRUB, OR ITEM
- CUT, CAP, AND ABANDON EXISTING WATER SERVICE
- REMOVED/DEMOLISH CONCRETE SIDEWALK
- REMOVED/DEMOLISH COMPOSITE ROADWAY PAVEMENT
- REMOVED/DEMOLISH GRASS, BRUSH, DEBRIS, AND/OR BROKEN CONCRETE
- REMOVED/DEMOLISH GRASS, BRUSH, AND/OR DEBRIS

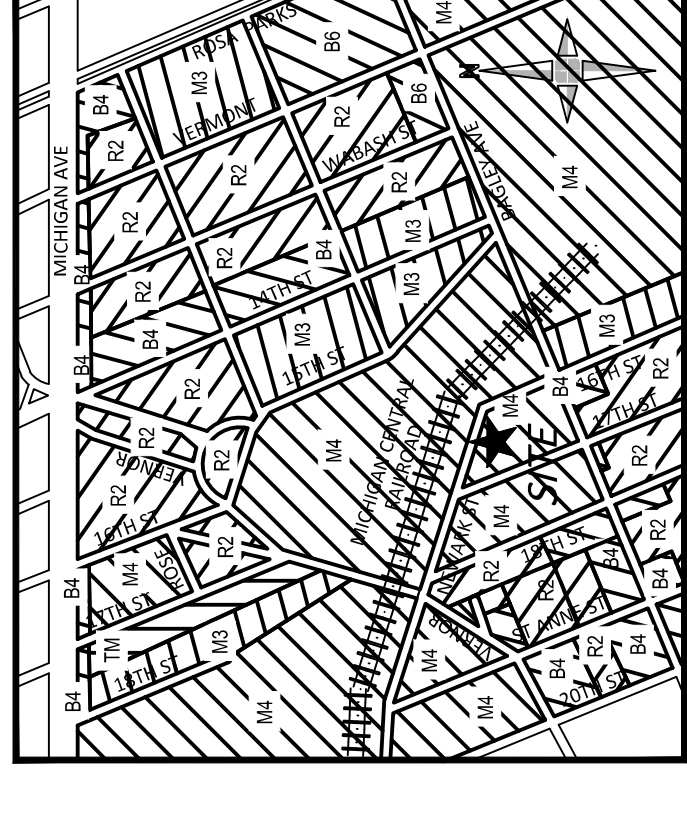
DEMOLITION PLAN - KEY NOTES

- 1 EXISTING FOUNDATION ELEMENTS TO BE REMOVED AND REPLACED DUE TO INSTALLATION OF NEW UTILITIES
- 2 EXISTING UTILITY POLE TO REMAIN
- 3 EXISTING COMPOSITE ROADWAY PAVEMENT TO BE REMOVED AND REPLACED DUE TO INSTALLATION OF NEW UTILITIES AND/OR CURBS
- 4 EXISTING DRIVE SEWER SHOWN FROM RECORD, FIELD IDENTIFIED AS ABANDONED. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.
- 5 EXISTING FENCE TO BE REMOVED
- 6 EXISTING FOUNDATION WALL STRUCTURAL INTEGRITY TO BE OBSERVED IN FIELD DURING CONSTRUCTION BY STRUCTURAL ENGINEER TO THE CONDITION OF THE WALL FOR POTENTIAL REPAIR OR DEMOLITION
- 7 CUT, CAP, AND ABANDON EXISTING 8" RICH WATER SERVICE IMMEDIATELY SUBJECT TO THE CUSTOMER WATER MAIN



1 DEMOLITION PLAN
C-200
1" = 20'





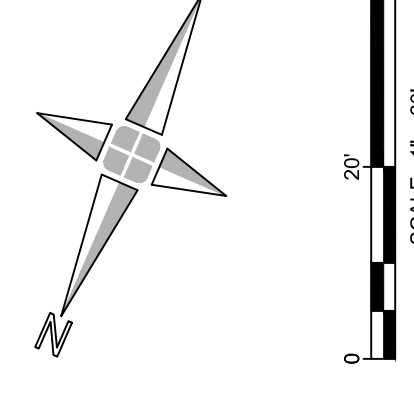
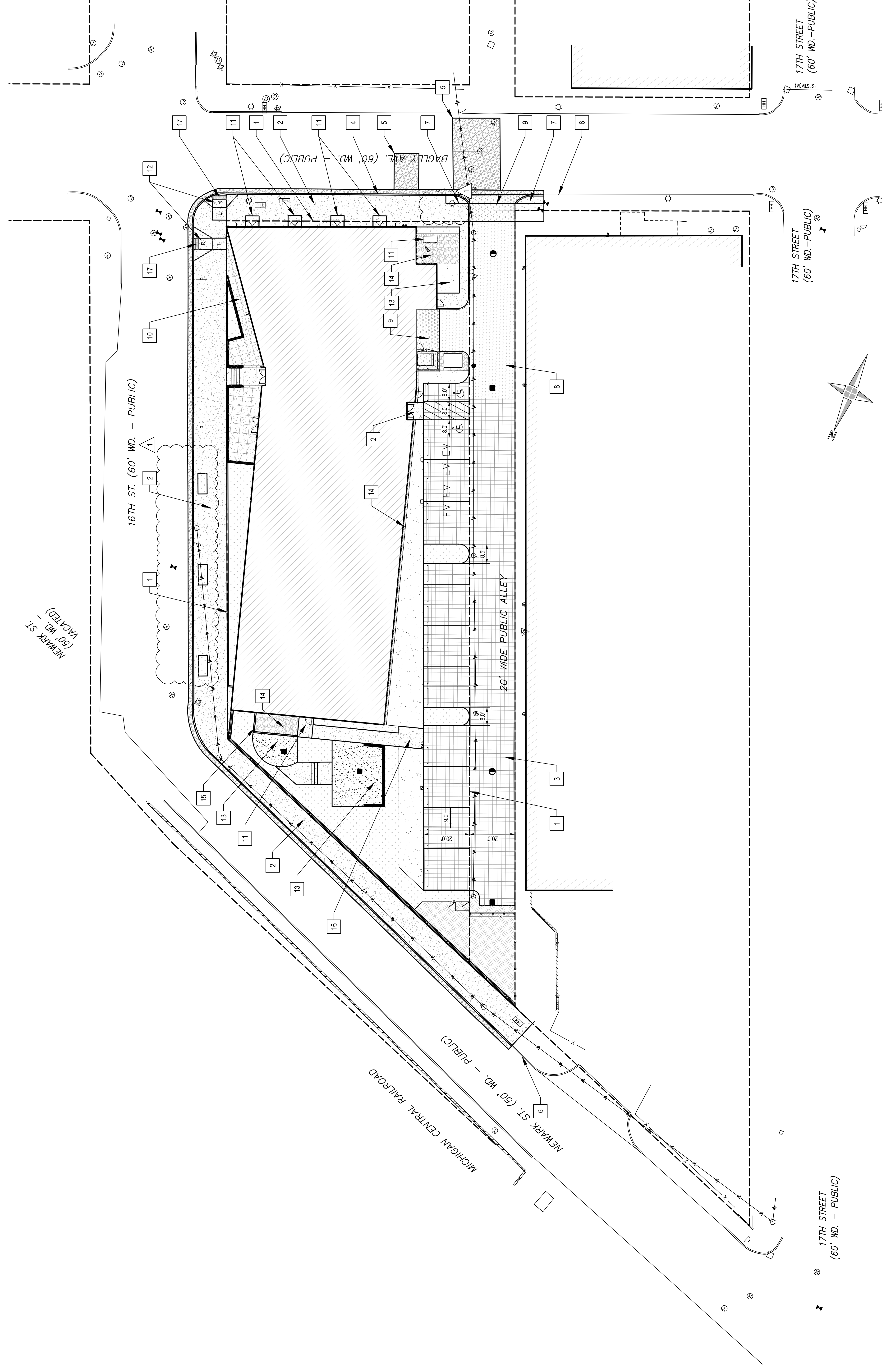
LOCATION MAP
(NOT TO SCALE)

PAVING PLAN - LEGEND

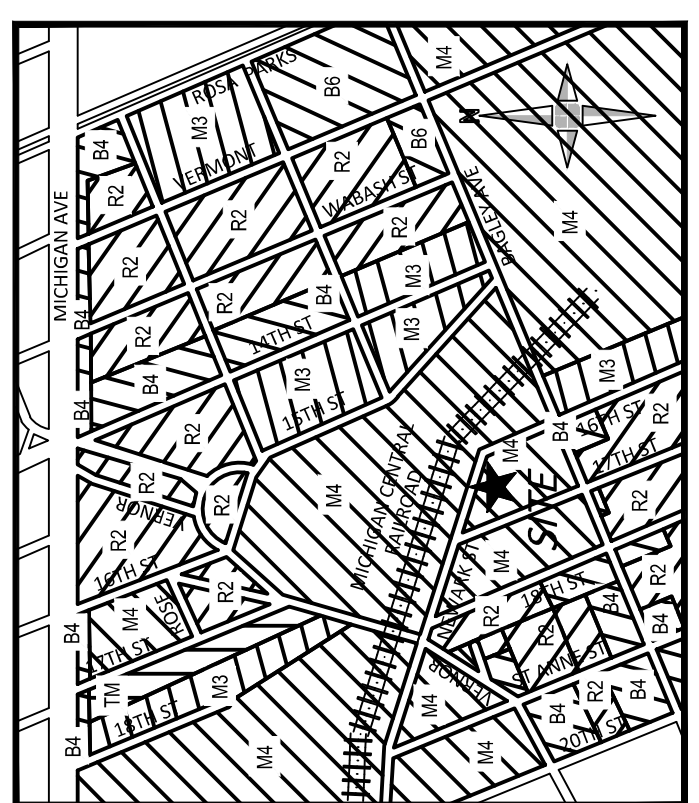
- NEW 4" CONCRETE SIDEWALK PAVEMENT
- NEW 6" CONCRETE PAVEMENT
- NEW 8" CONCRETE PAVEMENT
- NEW 4" CONCRETE WITH JOINT PATTERN
- PAVEMENT REPAIR FOR INSTALLATION OF NEW UTILITIES
- NEW LANDSCAPE
- NEW DOG PARK MULCH
- NEW CRUSHED STONE
- NEW MAINTENANCE STONE - 1" TO 2" EGG ROCK
- NEW LIGHT DUTY ASPHALT PAVEMENT
- NEW HEAVY DUTY ASPHALT PAVEMENT

PAVING PLAN - KEY NOTES

- 1 EXISTING PROPERTY LINE. TYP.
- 2 NEW 4 INCH CONCRETE SIDEWALK PAVEMENT IN ACCORDANCE WITH CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- 3 NEW LIGHT DUTY ASPHALT PAVEMENT. SEE C-400 FOR DETAIL.
- 4 NEW INTEGRAL CONCRETE CURB AND SIDEWALK. SEE SHEET C-400 FOR DETAIL.
- 5 PAVEMENT BEGINS ON INSTALLATION OF NEW UTILITIES PER CITY OF DETROIT STANDARDS AND SPECIFICATIONS. ASPHALT PAVEMENT SHALL HAVE UNIFORM SLOPE TOWARDS FACE OF CURB. SEE SHEET C-400 FOR DETAIL.
- 6 PROTECT ADJACENT EXISTING CURB THROUGHOUT CONSTRUCTION. TYP.
- 7 NEW 8 INCH CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- 8 NEW HEAVY DUTY ASPHALT PAVEMENT. SEE SHEET C-400 FOR DETAIL.
- 9 NEW 8 INCH CONCRETE PAVEMENT IN ACCORDANCE WITH CITY OF DETROIT STANDARDS AND SPECIFICATIONS.
- 10 NEW 4 INCH CONCRETE WITH JOINT PATTERN.
- 11 NEW FROST SLAB. SEE STRUCTURAL PLANS FOR DETAILS.
- 12 NEW BARRER (SEE BARRER WITH 4" THICK CONCRETE IN ACCORDANCE WITH CITY OF DETROIT STANDARDS AND SPECIFICATIONS).
- 13 NEW CRUSHED STONE. SEE SHEET L-500 FOR DETAIL. TYP.
- 14 NEW MAINTENANCE STONE. SEE SHEET L-500 FOR DETAIL. TYP.
- 15 NEW 6" CONCRETE PLANTER CURB. SEE SHEET L-600 FOR DETAIL. TYP.
- 16 NEW 4" CONCRETE SIDEWALK. SEE SHEET C-400 FOR DETAIL. TYP.
- 17 NEW DETECTABLE WARNING SURFACE. SEE SHEET C-400 FOR DETAIL. TYP.



1 PAVING PLAN
C-500
1" = 20'

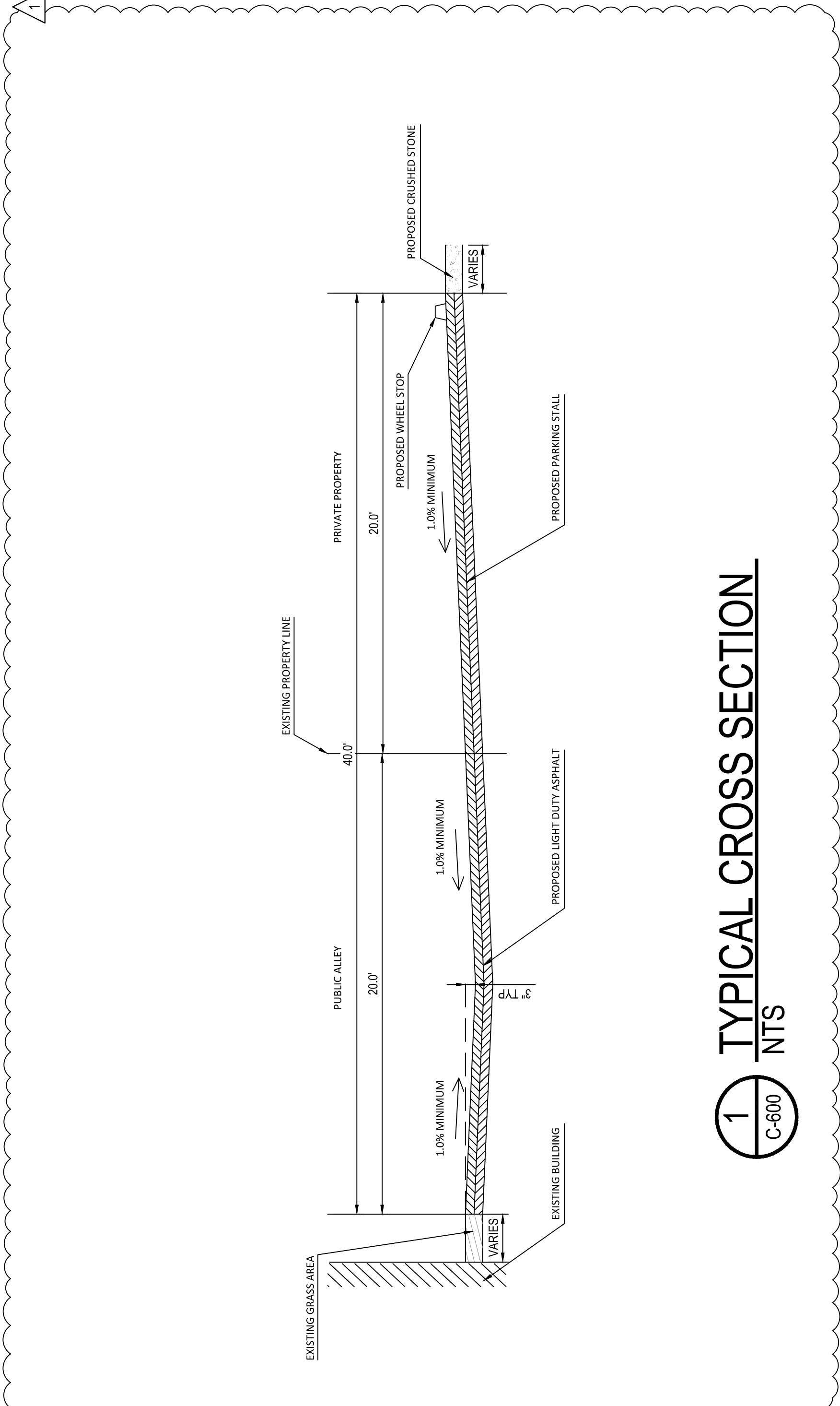


GRADING PLAN - LEGEND

EXISTING GRADE ELEVATION	+118.25
PROPOSED FINISHED GRADE ELEVATION	118.00
MATCH EXISTING FINISHED GRADE ELEVATION	118.25
PROPOSED TOP OF CURB ELEVATION	118.00
PROPOSED GUTTER ELEVATION	117.50
MATCH EXISTING TOP OF CURB ELEVATION	118.00
MATCH EXISTING GUTTER ELEVATION	118.00
PROPOSED TOP OF WALL ELEVATION	118.00
PROPOSED BOTTOM OF WALL ELEVATION	118.00
PROPOSED FINISHED GRADE DOOR LEDGE ELEVATION	118.00

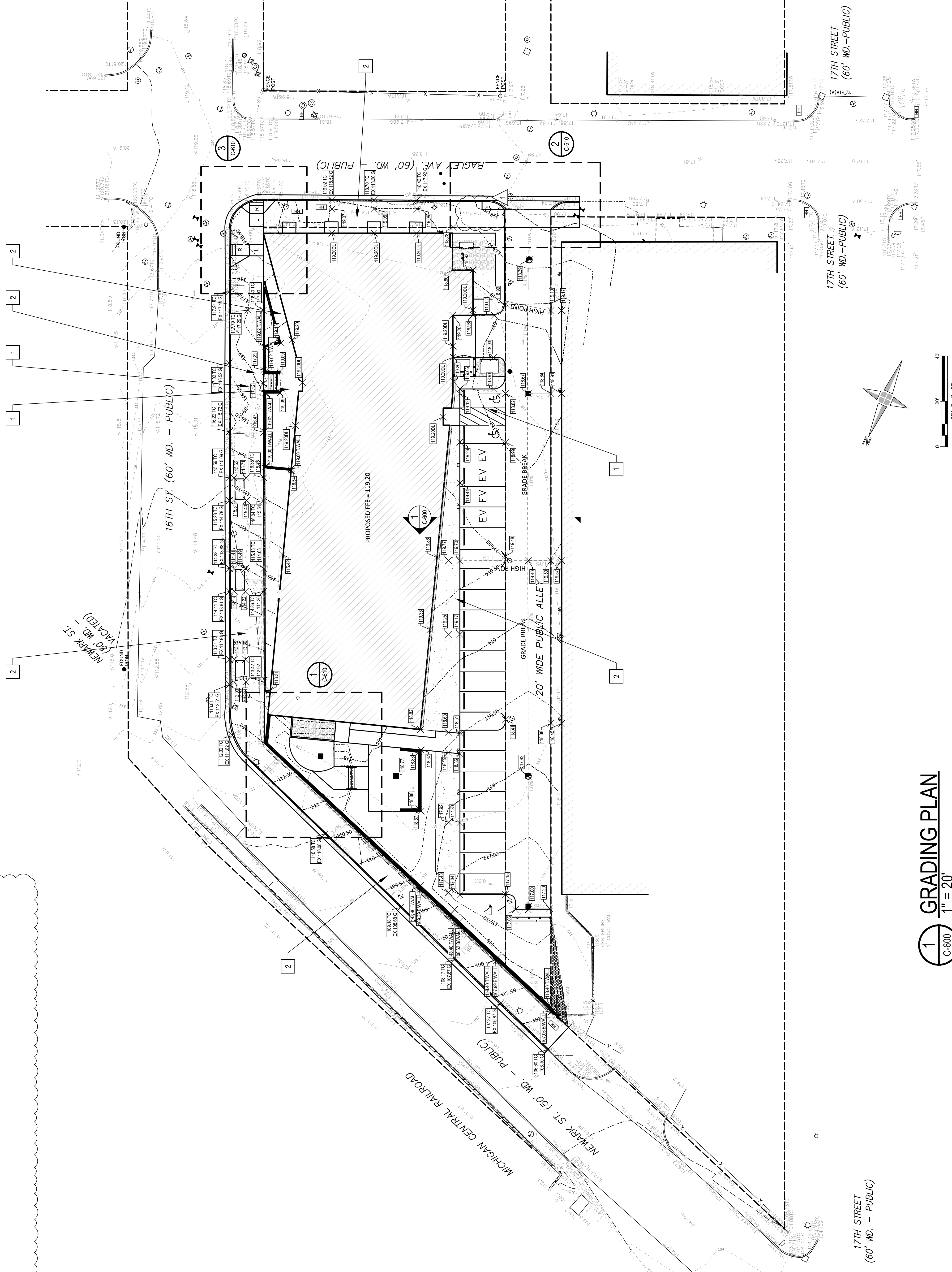
GRADING PLAN - KEY NOTES

1. MAX PERSTRAN ACCESSWAY CROSS SLOPE NOT TO EXCEED 1% IN 80' (8%) MAX IN ALL DIRECTIONS
2. PERSTRAN ACCESSWAY CROSS SLOPE NOT TO EXCEED 1% IN 80' (8%) MAX. RUNNING SLOPE NOT TO EXCEED 0.5% MAX.
3. CURB HEIGHT TAPER TO 'Y' AT SIDEWALK
4. DRIVEWAY SLOPE SHALL NOT EXCEED 1% (0.3%) MAX.
5. NEW 8" INCH EXPANSION JOINT TYP.
6. NEW 6" INCH CURB TO MATCH EXISTING 6" INCH CURB
7. SLOPE DRIVEWAY 1" INCH FROM NEW JOINT TO GUTTER INSERT
8. 10' FOOT RADIUS TYP.
9. PERSTRAN ACCESSWAY CROSS SLOPE NOT TO EXCEED 2%
10. PROPOSED ADA RAMP
11. CROSS SLOPE OF WALKING SURFACES SHALL NOT EXCEED 2%
12. RAMP SLOPE 6% - 7% (8% MAXIMUM). SEE SHEET CAD FOR DETAIL TYP.
13. MAXIMUM TURNING SPACE SLOPE IS 2% IN EACH DIRECTION OF TRAVEL. SEE SHEET CAD FOR DETAIL TYP.



TYPICAL CROSS SECTION NTS

C-600



1 GRADING PLAN 1" = 20'

C-600



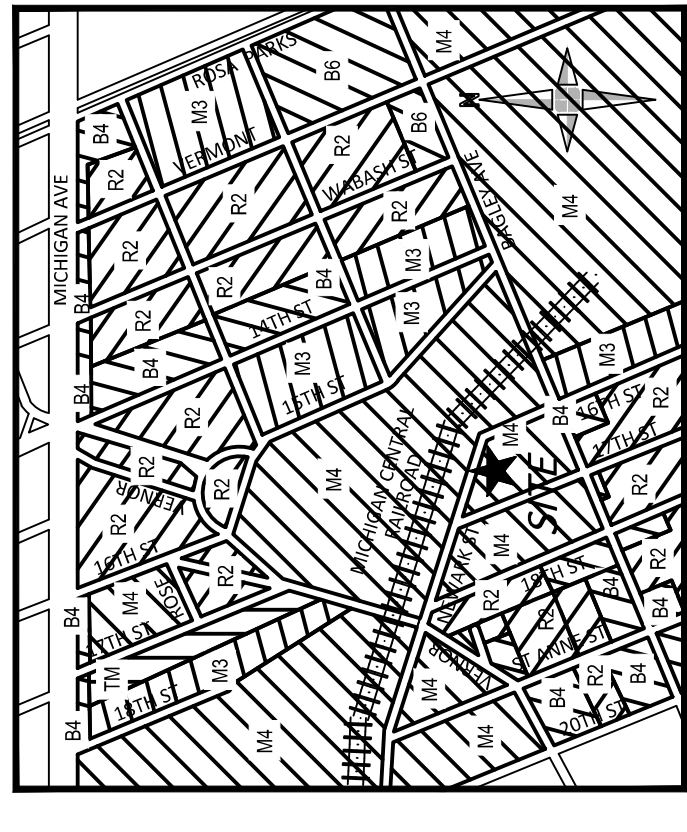
Project Name
The Brooke On Bagley

Project Number
19690-000

Description
Utility Plan

Scale
1" = 20'

C-700



UTILITY PLAN - LEGEND

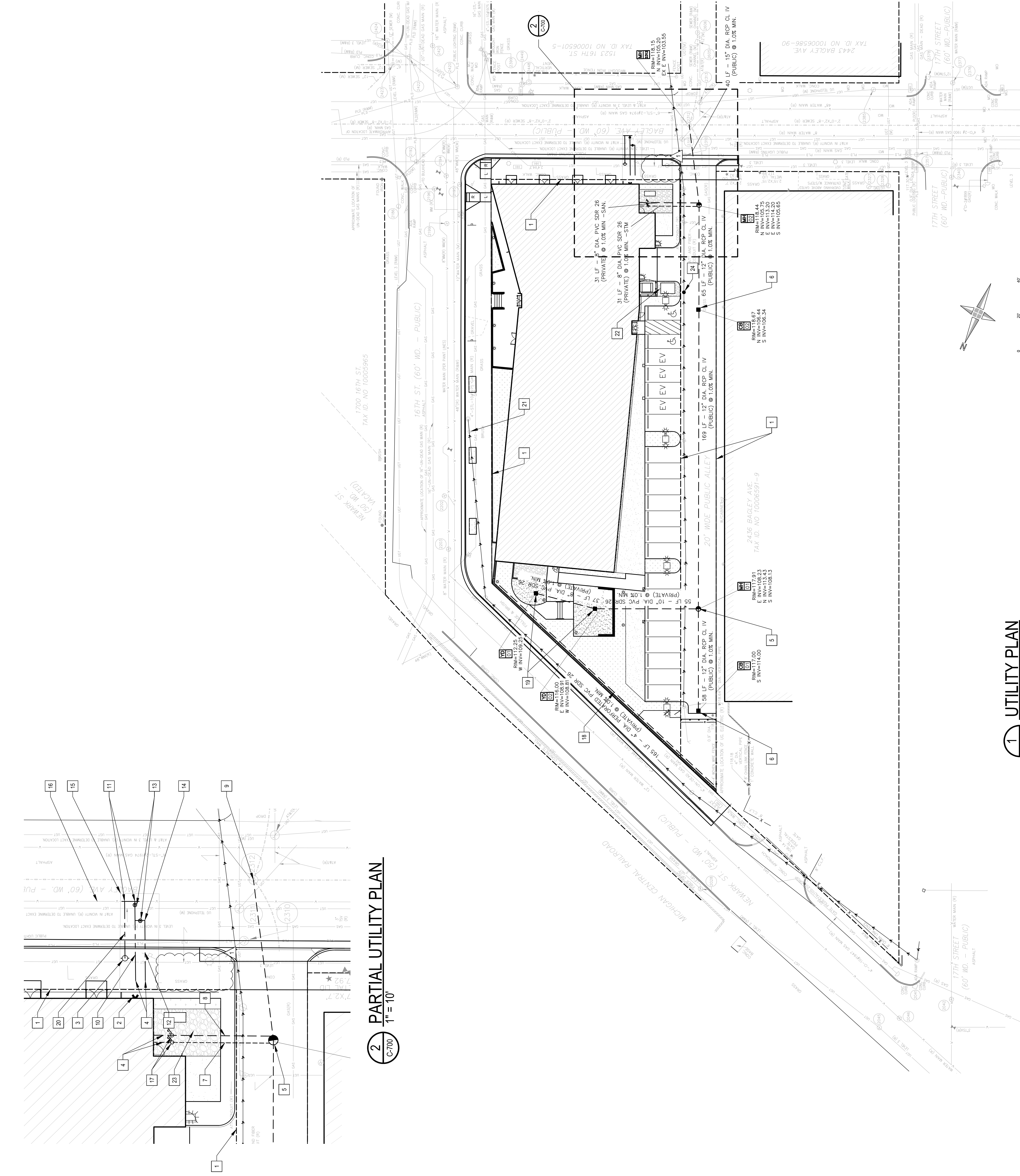
- NEW STORM SEWER
- NEW SANITARY SEWER
- NEW WATER SERVICE
- NEW STOP BOX AND VALVE
- NEW CATCH BASIN
- NEW MANHOLE
- NEW FIRE HYDRANT
- NEW FIRE DEPARTMENT CONNECTION
- NEW CLEAN OUT
- NEW UTILITY POLE

UTILITY PLAN - KEY NOTES

- 1 EXISTING PROPERTY LINE, TYP
- 2 NEW FIRE DEPARTMENT CONNECTION (FDC)
- 3 NEW FIRE HYDRANT WITHIN 1/2 OF THE FACE OF THE CURB AND ISOLATION GATE VALVE PER DWSO STANDARDS
- 4 SEE MEP FOR CONTINUATION WITHIN 5 FEET OF BUILDING
- 5 NEW 4" FOOT DIA CONCRETE MANHOLE PER DWSO STANDARDS
- 6 NEW 24" INCH DIA CONCRETE CATCH BASIN WITH TRAP PER DWSO STANDARDS
- 7 NEW 8" INCH DIA STORM SEWER LATERAL PIPE (SFR 26 PVC) AT IL 113.20 WITH BACKFLOW PREVENTER
- 8 NEW 8" INCH DIA SANITARY SEWER LATERAL PIPE (SCH 40 PVC) AT IL 114.20 WITH BACKFLOW PREVENTER
- 9 CHANGED CONDUIT SEWER TO EXISTING COMBINATION MANHOLE WITH INTERNAL DROPP CONNECTION PER DWSO STANDARDS
- 10 NEW FIRE SUPPRESSION SERVICE 4" LF OF 8" INCH DIA CLASS 56 DUCTILE IRON PIPE (TEE-BUILDING), MIN. 5 FOOT DEPTH TO TOP OF PIPE PER DWSO STANDARDS
- 11 8" INCH DIA WATER MAIN PER DWSO STANDARDS
- 12 NEW DOMESTIC WATER SERVICE 31 LF OF 4" INCH DIA CLASS 56 DUCTILE IRON PIPE (TEE-BEND), 33 LF OF 4" INCH DIA CLASS 56 DUCTILE IRON PIPE (BEND-BUILDING), MIN. 5 FOOT DEPTH TO TOP OF PIPE PER DWSO STANDARDS
- 13 NEW ISOLATION GATE VALVE PER DWSO STANDARDS
- 14 NEW CONCRETE THURST BLOCK TO BE PROVIDED AT ALL BENDS PER DWSO STANDARDS, TYP
- 15 EXTENTS OF PAVEMENT BEARING FOR INSTALLATION FOR NEW UTILITIES PER CITY OF DETROIT STANDARDS, TYP
- 16 EXISTING 8" INCH DIA WATER MAIN SHOWN FROM DWSO RECORD MAP LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- 17 NEW CLEANOUT - SEE DETAILS
- 18 NEW 4" INCH DIA PERFORATED DRAIN TILE BEHIND RETAINING RETAINING WALL DETAILS
- 19 NEW 12" INCH DIA YARD DRAIN, SEE DETAILS
- 20 NEW 16" LF OF 6" INCH DIA DUCTILE IRON PIPE CLASS 56 AND CONNECT TO EXISTING 8" INCH DIA WATER MAIN PER DWSO STANDARDS
- 21 EXISTING FIRE HYDRANT TO REMAIN
- 22 NEW ELECTRICAL TRANSFORMER, SEE MEP FOR DETAILS
- 23 NEW NATURAL GAS GENERATOR, SEE MEP FOR DETAILS
- 24 NEW UTILITY POLE WITHIN THE PUBLIC ALLEY (60" DIA), INCLUDING ELECTRICAL SERVICE TO PRIMARY SWITCHGEAR CABINET TO BE COORDINATED WITH DTE.

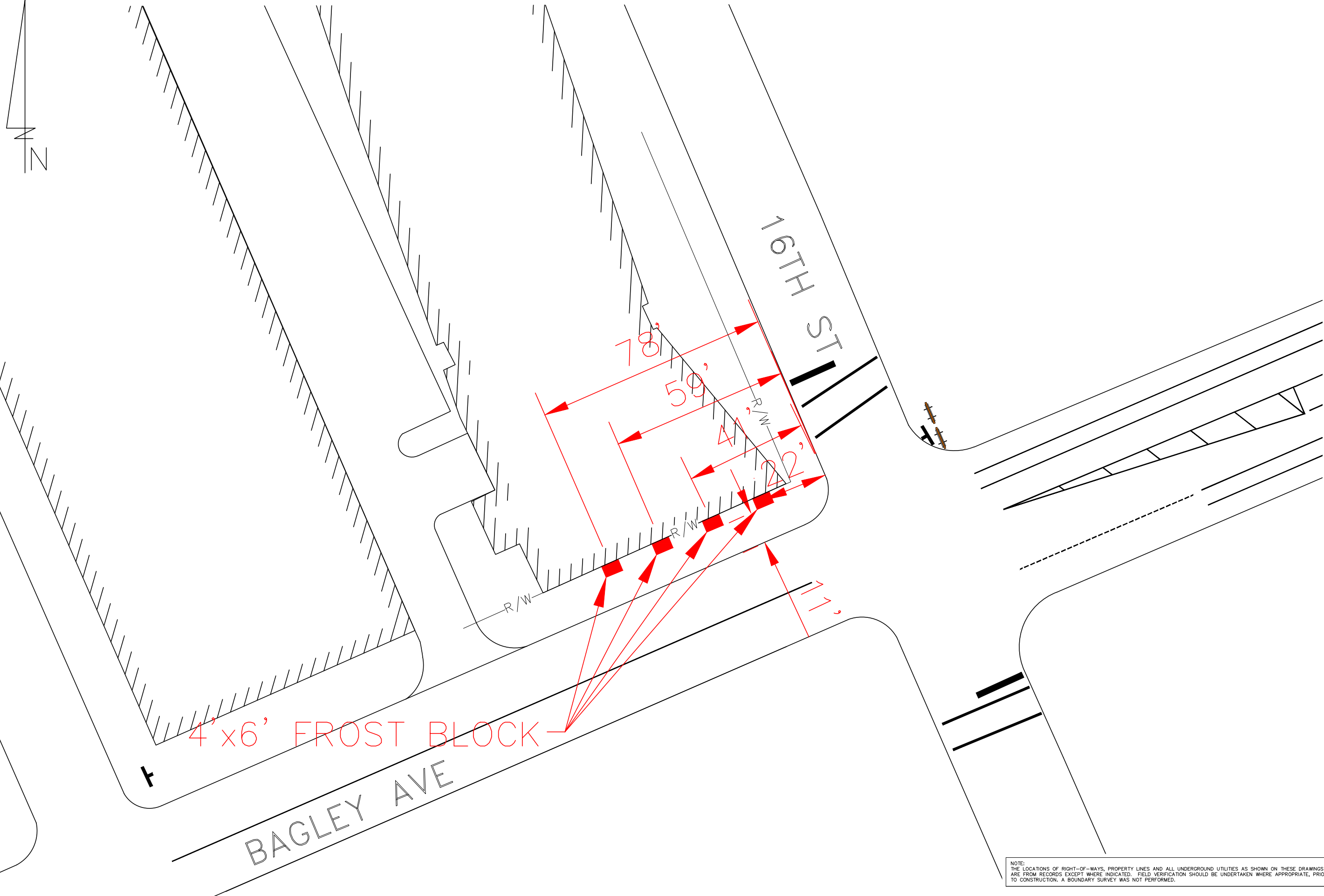
BAGLEY AVE FLOW CAPACITY CALCULATIONS
NEW 8" STORM SEWER PIPE (IN BAGLEY AVE) @ 1.0% = 6.46 CFS, 5.28 FT/S, WHERE n = 0.013
EXISTING 2" X 2" 8" PUBLIC COMBINED SEWER (IN BAGLEY AVE) @ 0.7% = 28.55 CFS, 6.69 FT/S, WHERE n = 0.013
MAXIMUM 50% CAP ALLOWABLE = 14.28 CFS
6.46 CFS + 14.28 CFS, THEREFORE OK

THE DESIGN OF ANY CURRENT STANDARD DETAIL DOES NOT RELIEVE THE CONTRACTOR FROM THE REQUIREMENT. THE WORK SHALL BE PERFORMED IN COMPLETE CONFORMANCE WITH THE CURRENT DWSO STANDARD SPECIFICATIONS AND DETAILS



1 UTILITY PLAN
1" = 20'

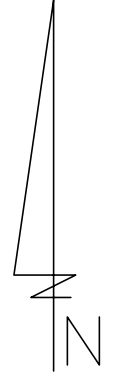
2 PARTIAL UTILITY PLAN
1" = 10'



4'x6' FROST BLOCK

BAGLEY AVE

16TH ST

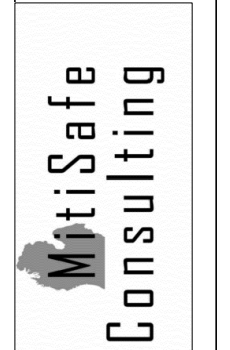


REVISION	DATE

UTILITY WARNING
 UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN, WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

4671 MIDWAY
 ANN ARBOR, MI
 48103



SACHSE CONSTRUCTION
 THE BROOKE ON BAGLEY
 FROST SLAB DIMENSIONS

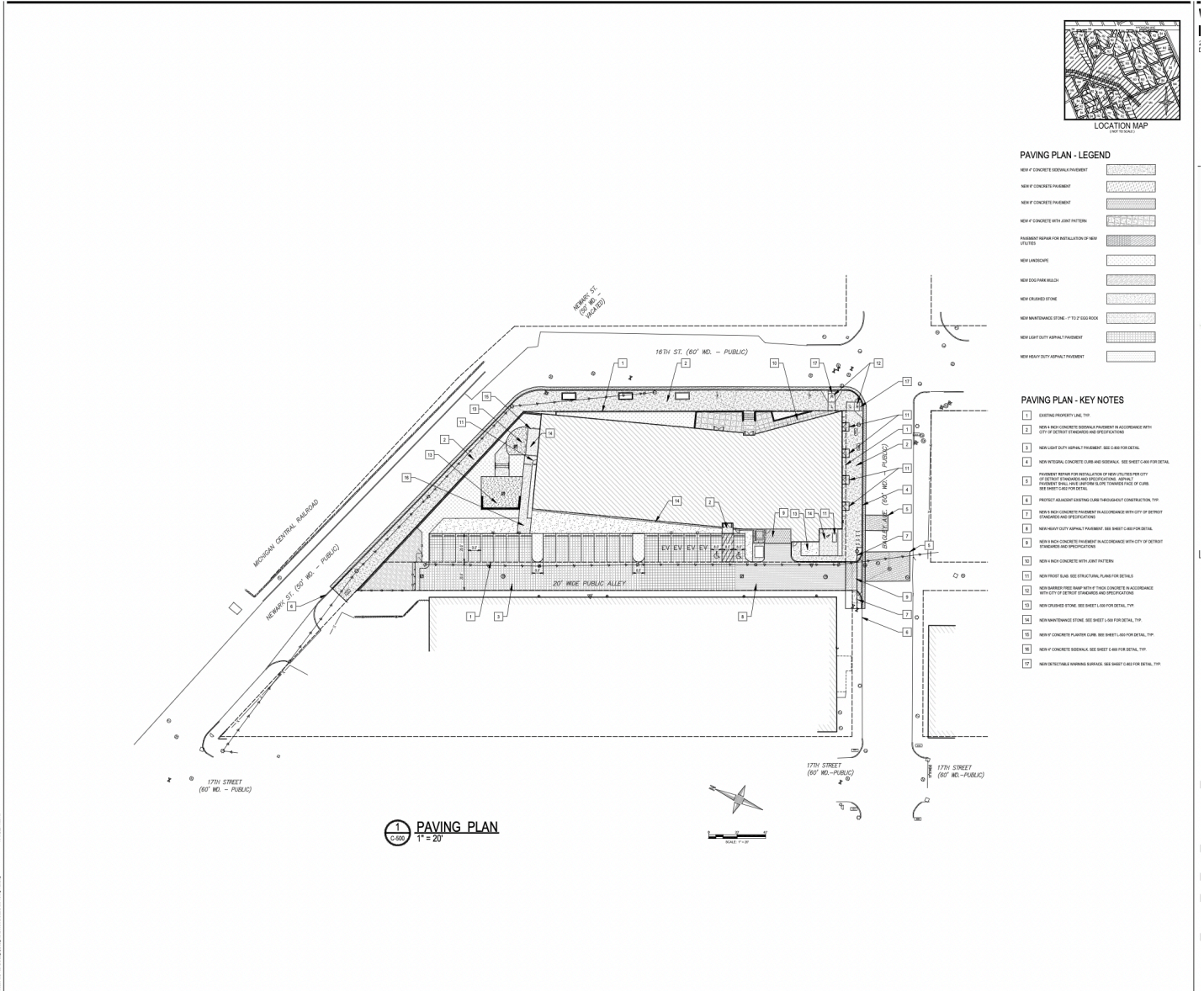
SCALE
 1"=30'

JOB NO: 00522272
 DATE: 10/27/22
 DRAWN BY: CS
 CHECK BY: JRG
 TOWNSHIP: DETROIT
 COUNTY: WAYNE

SHEET:
 01 OF 02

NOTE:
 THE LOCATIONS OF RIGHT-OF-WAYS, PROPERTY LINES AND ALL UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE FROM RECORDS EXCEPT WHERE INDICATED. FIELD VERIFICATION SHOULD BE UNDERTAKEN WHERE APPROPRIATE, PRIOR TO CONSTRUCTION. A BOUNDARY SURVEY WAS NOT PERFORMED.

We will handle snow removal, repair and replacement



MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this ____ day of _____ 20____, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and _____, a _____ ("Owner") whose address is _____.

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

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

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

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

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

9. **Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.

10. **Rights of City:** The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.

11. **Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

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

a

BY: _____

(Signature)

PRINT NAME: _____

ITS: _____

(Duly Authorized Representative)

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

BY: _____

(Signature)

PRINT NAME: _____

ITS: _____

Exhibit A

PARCEL DESCRIPTION

[TO BE COMPLETED AND REPLACED]

Exhibit B

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

[TO BE COMPLETED AND REPLACED AS APPLICABLE TO EACH PROJECT]

Date	Description
1 08.28.19	SCHEMATIC DESIGN
2 10.16.19	50% DD
3 11.07.19	100% DD
4 01.14.20	PERMITS REVIEW
5 08.19.21	50% FOUNDATION PACKAGE
6 08.27.21	ISSUED FOR SITE & FOUNDATION
7 09.02.21	50% CD ISSUANCE
8 09.14.21	100% FOUNDATION PACKAGE
9 09.14.21	100% FOUNDATION PACKAGE
10 11.02.21	SITE PLAN REVIEW
11 11.02.21	ISSUED FOR CONSTRUCTION
12 04.22.22	BALETTIN 01



Seal / Signature

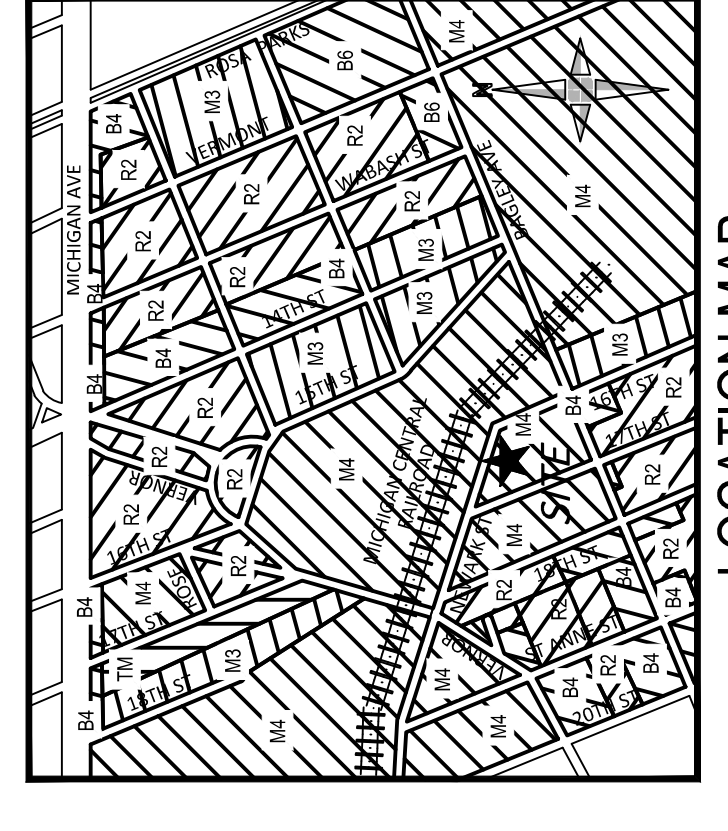
Project Name
The Brooke On Bagley

Project Number
19690-000

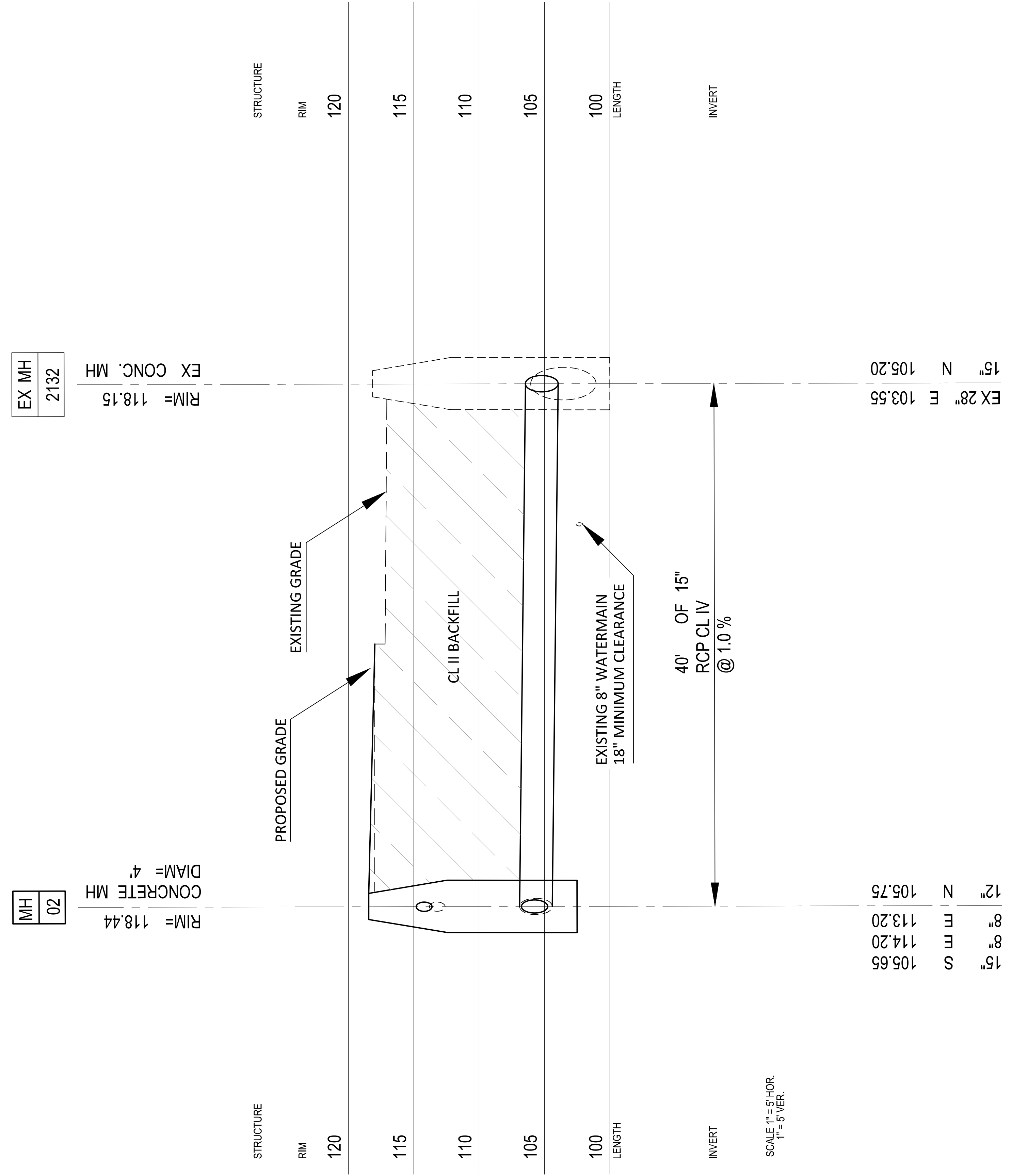
Description
Storm Profile

Scale
AS SHOWN

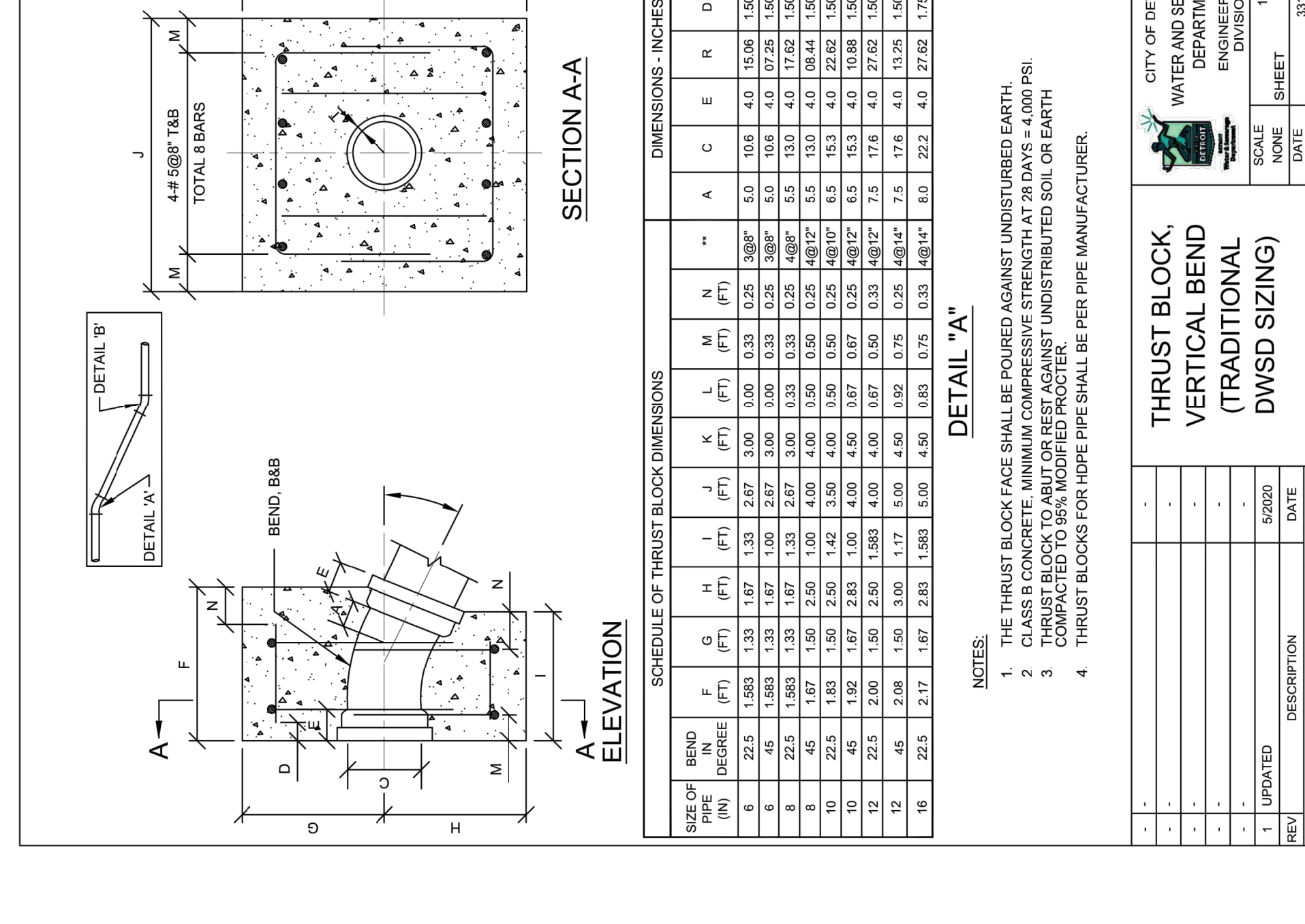
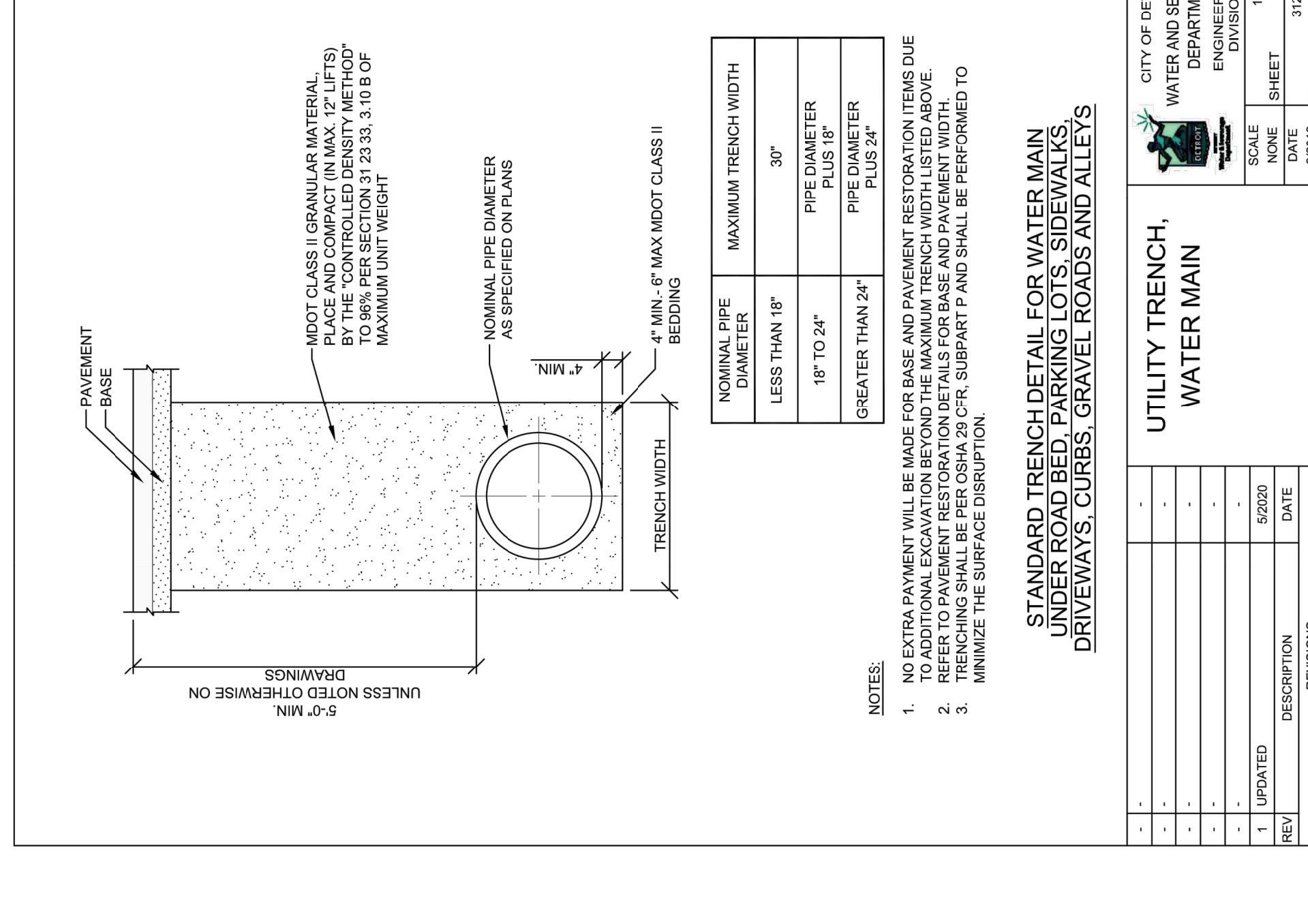
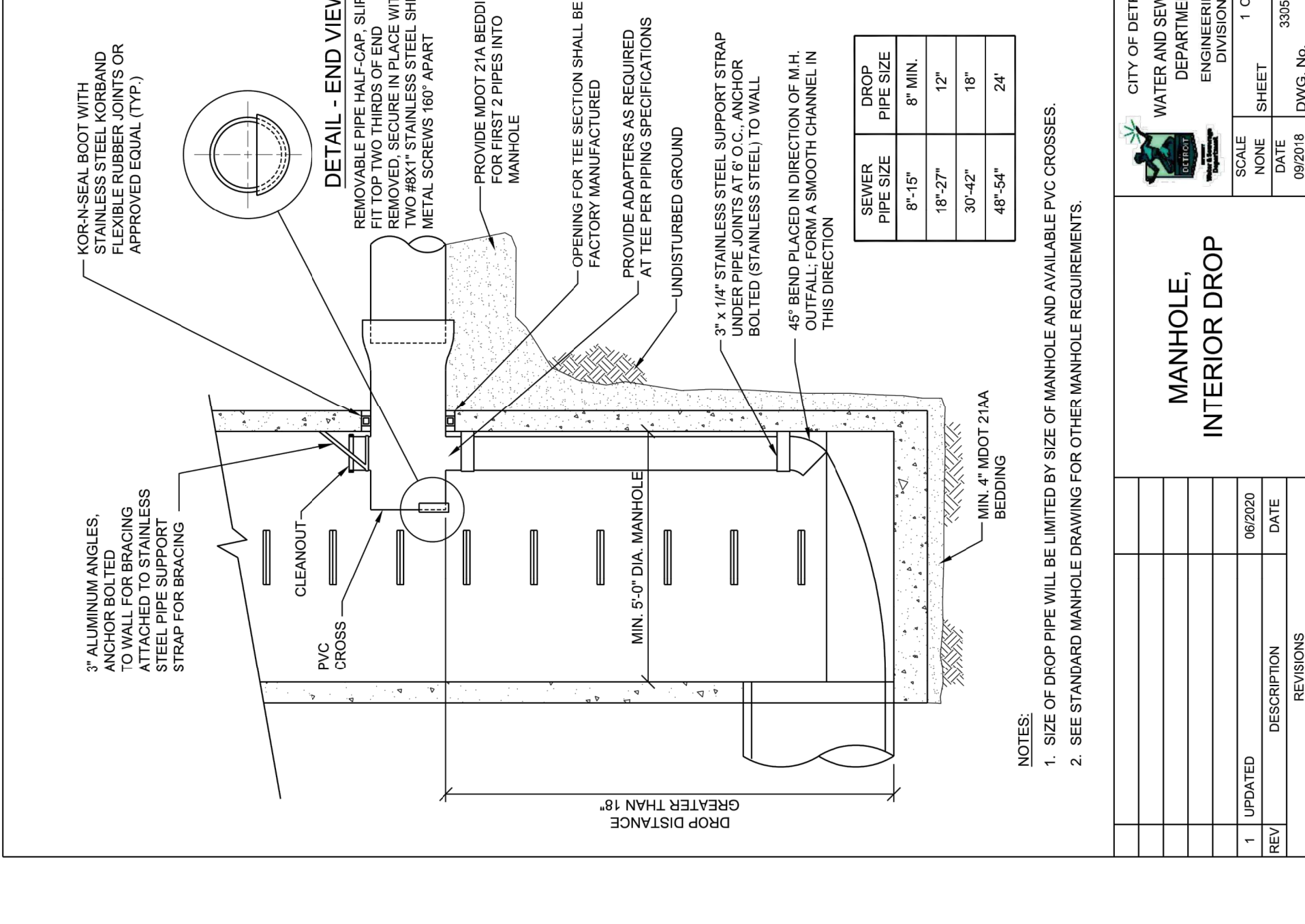
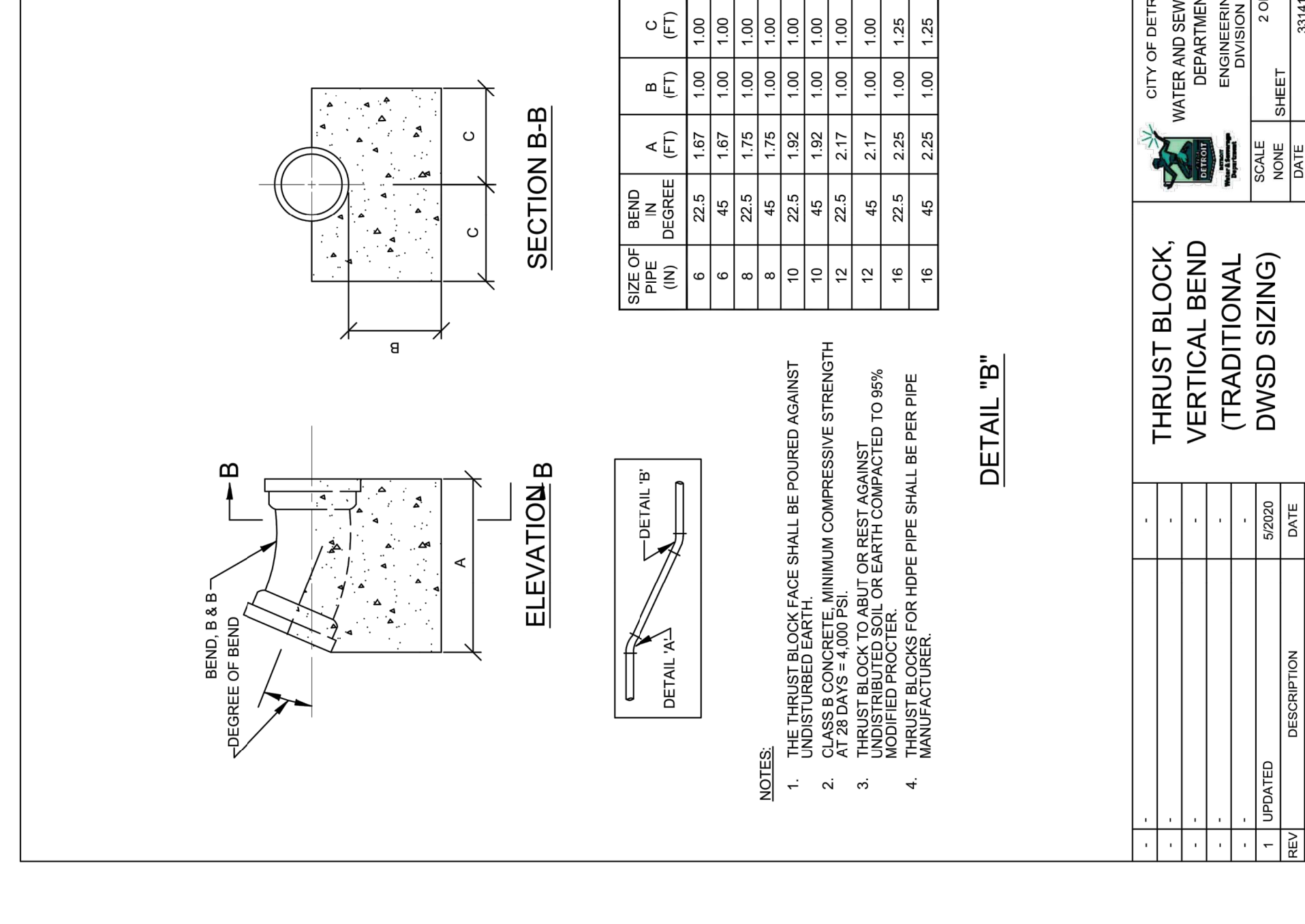
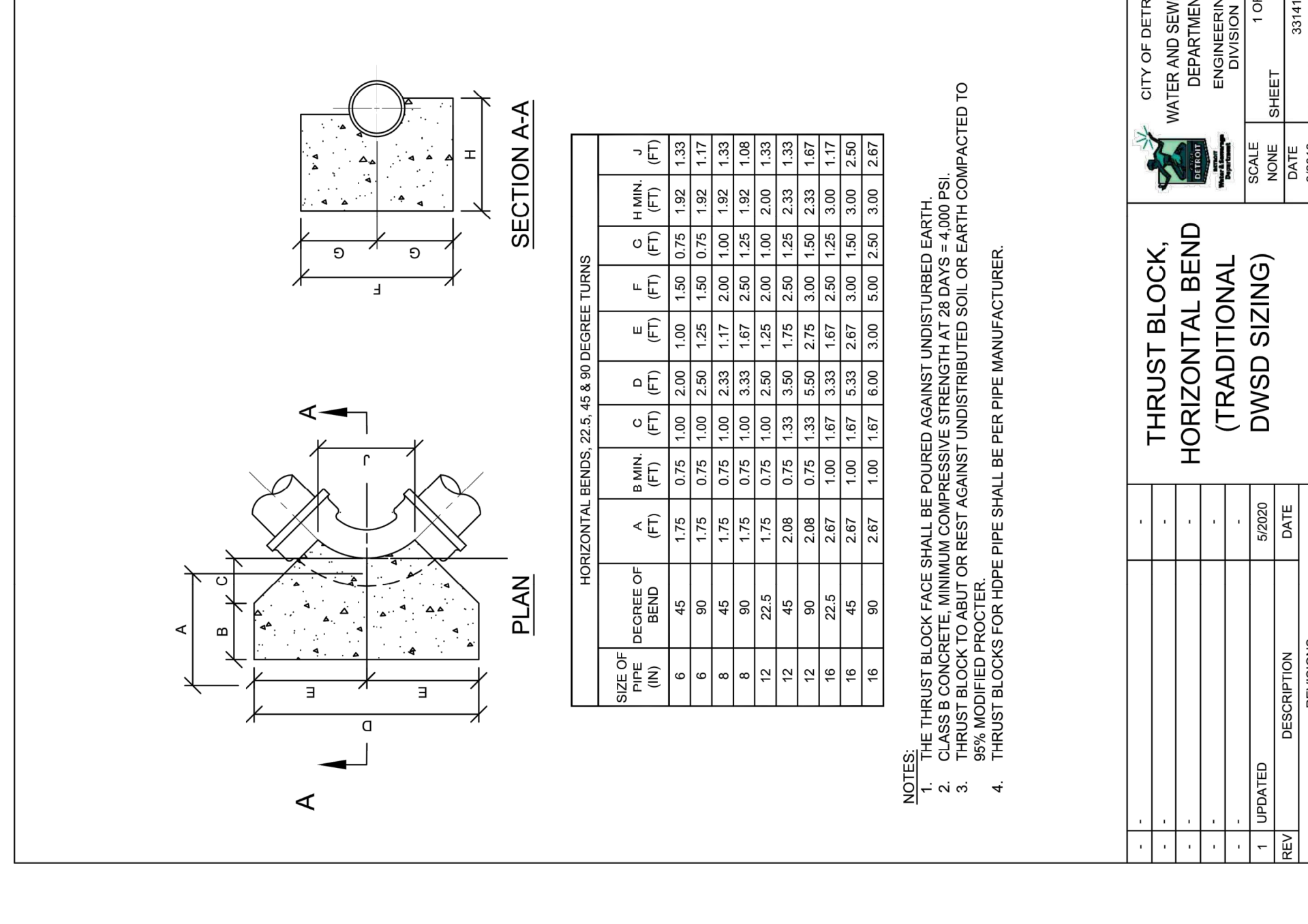
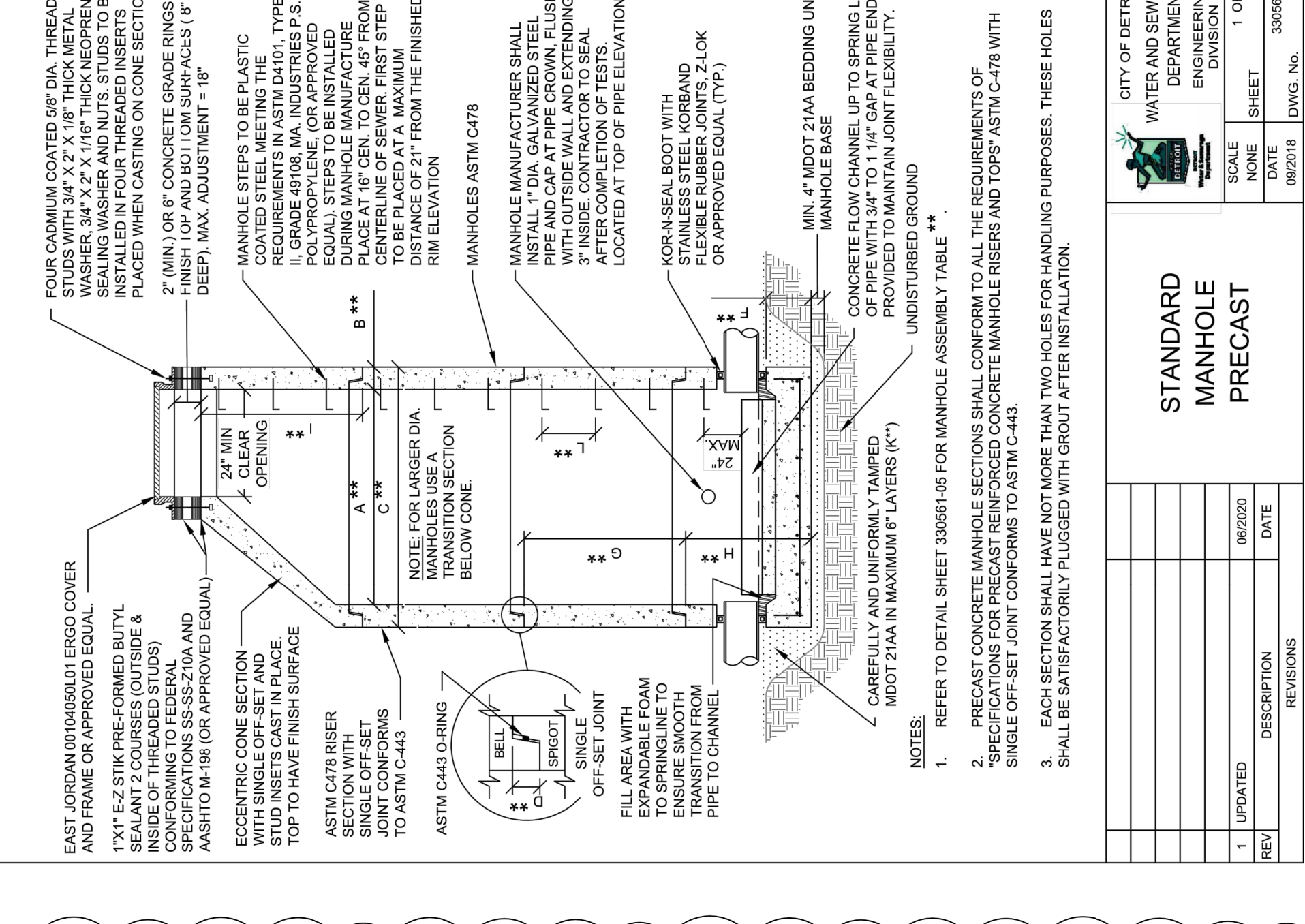
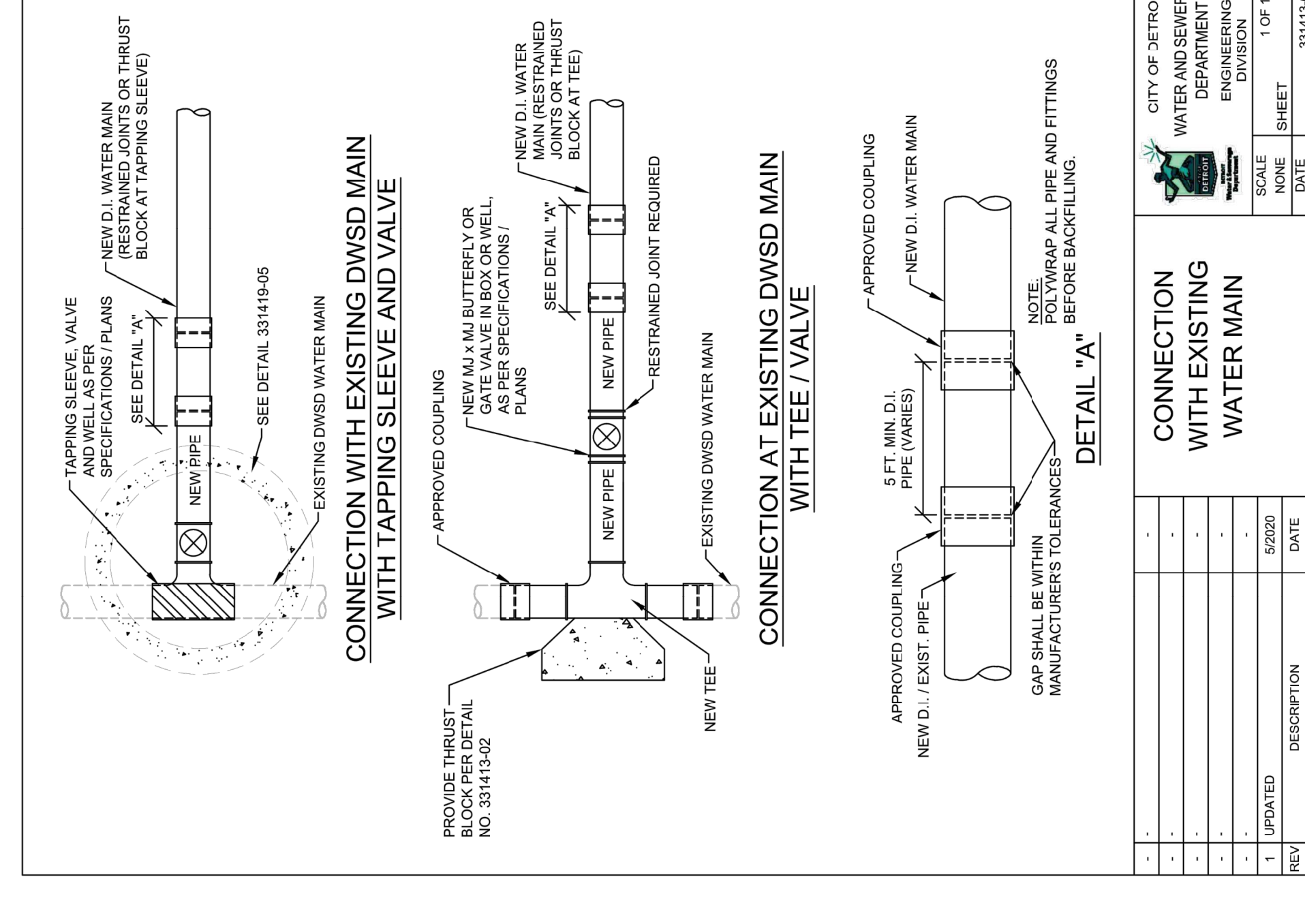
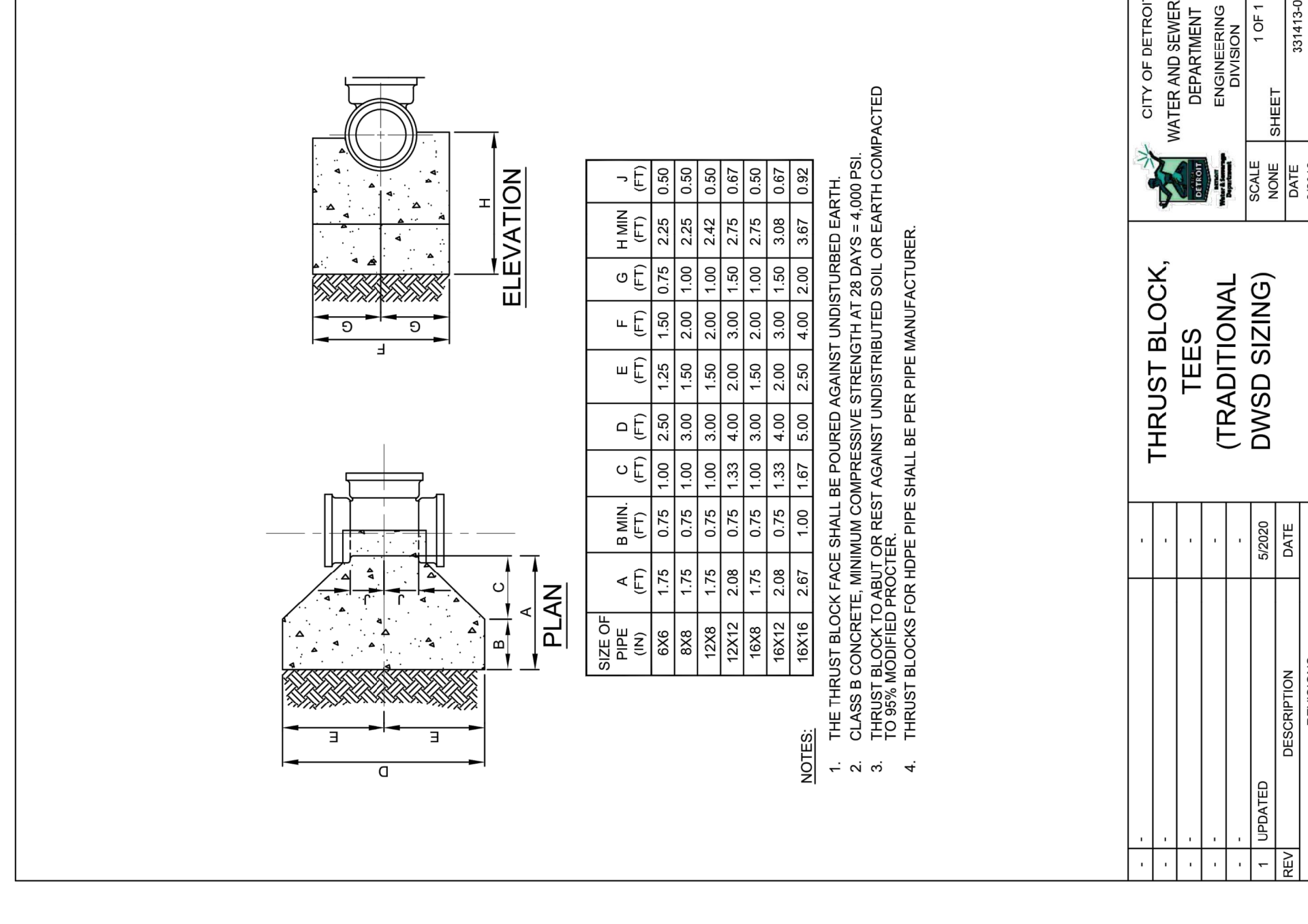
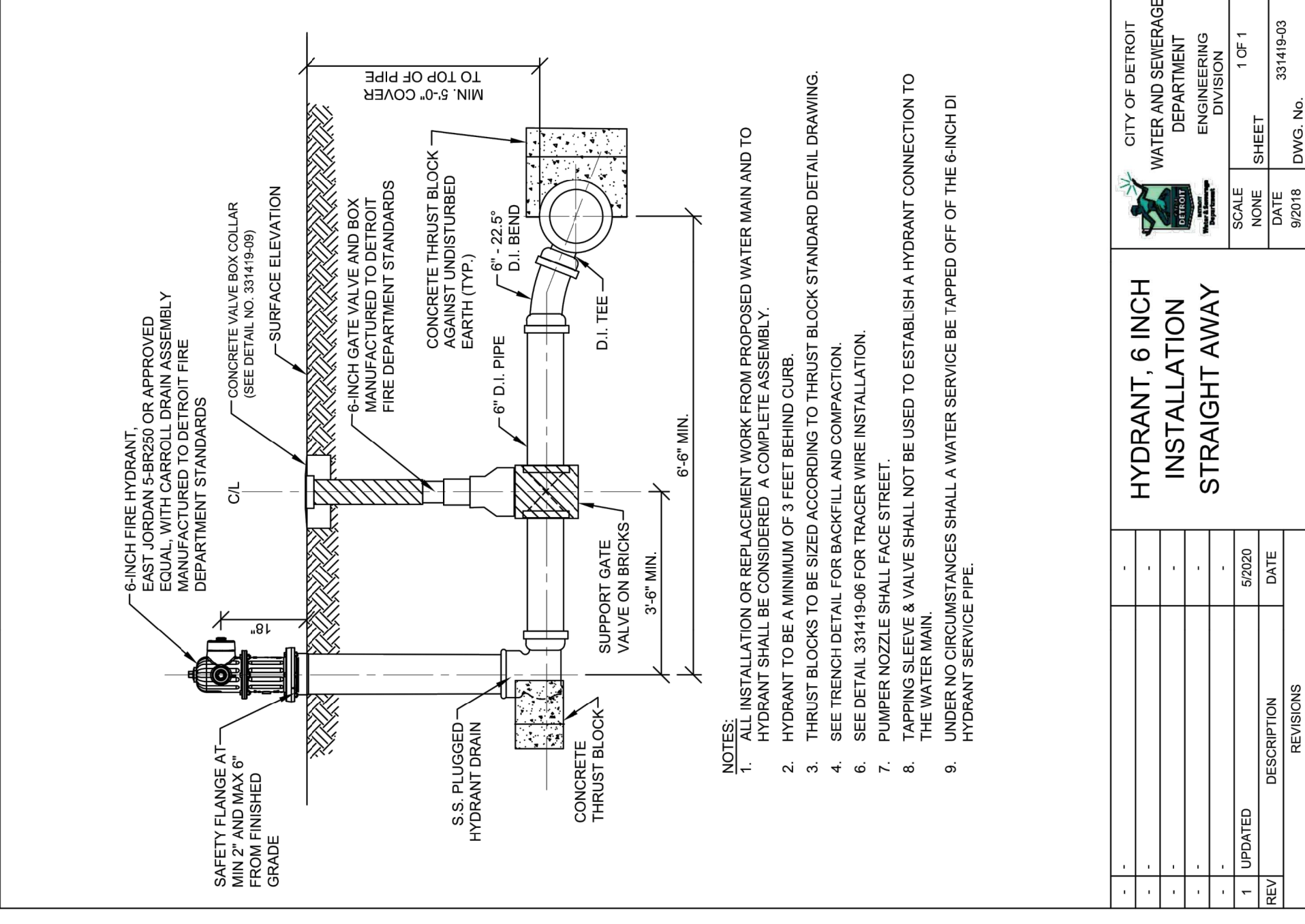
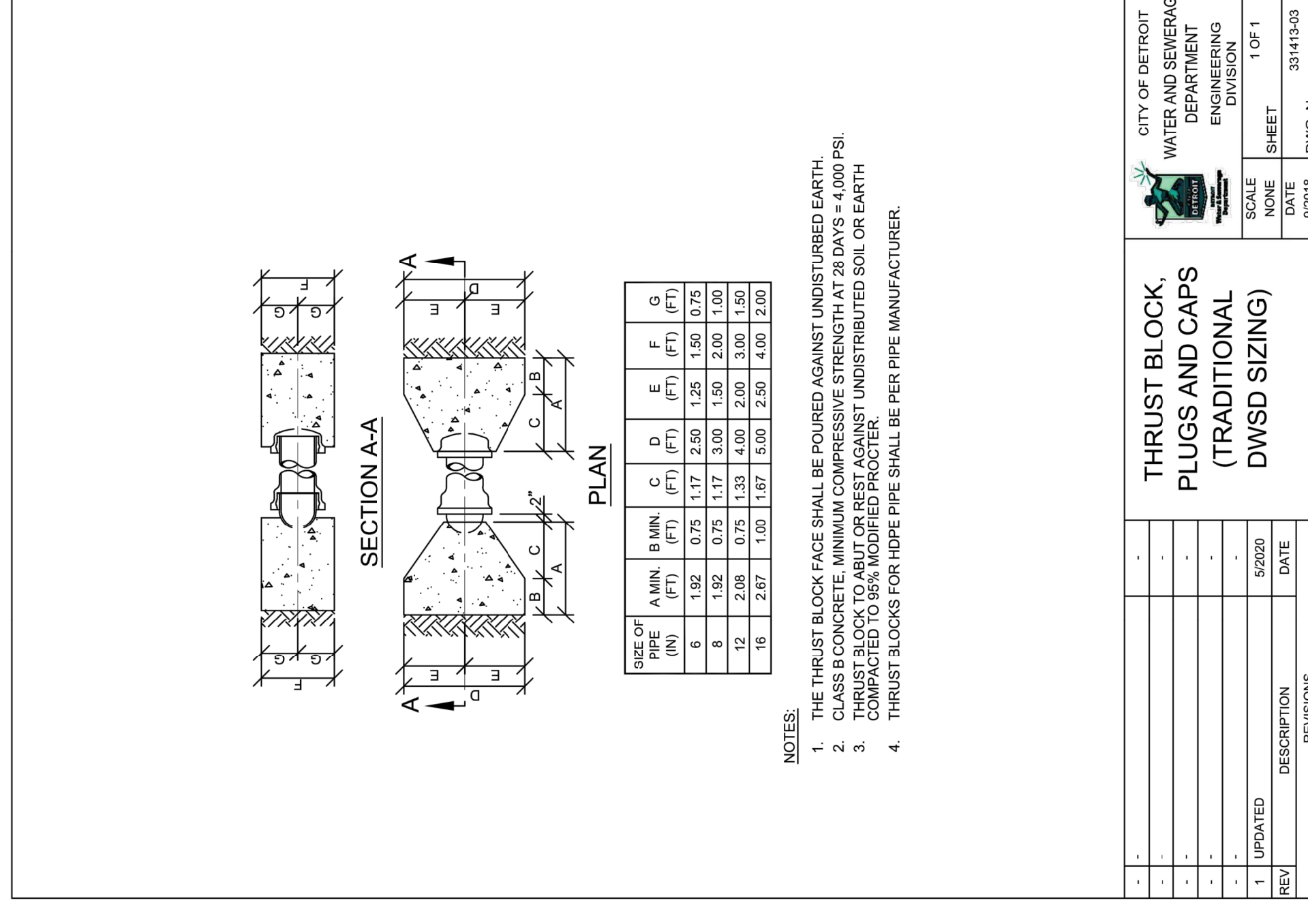
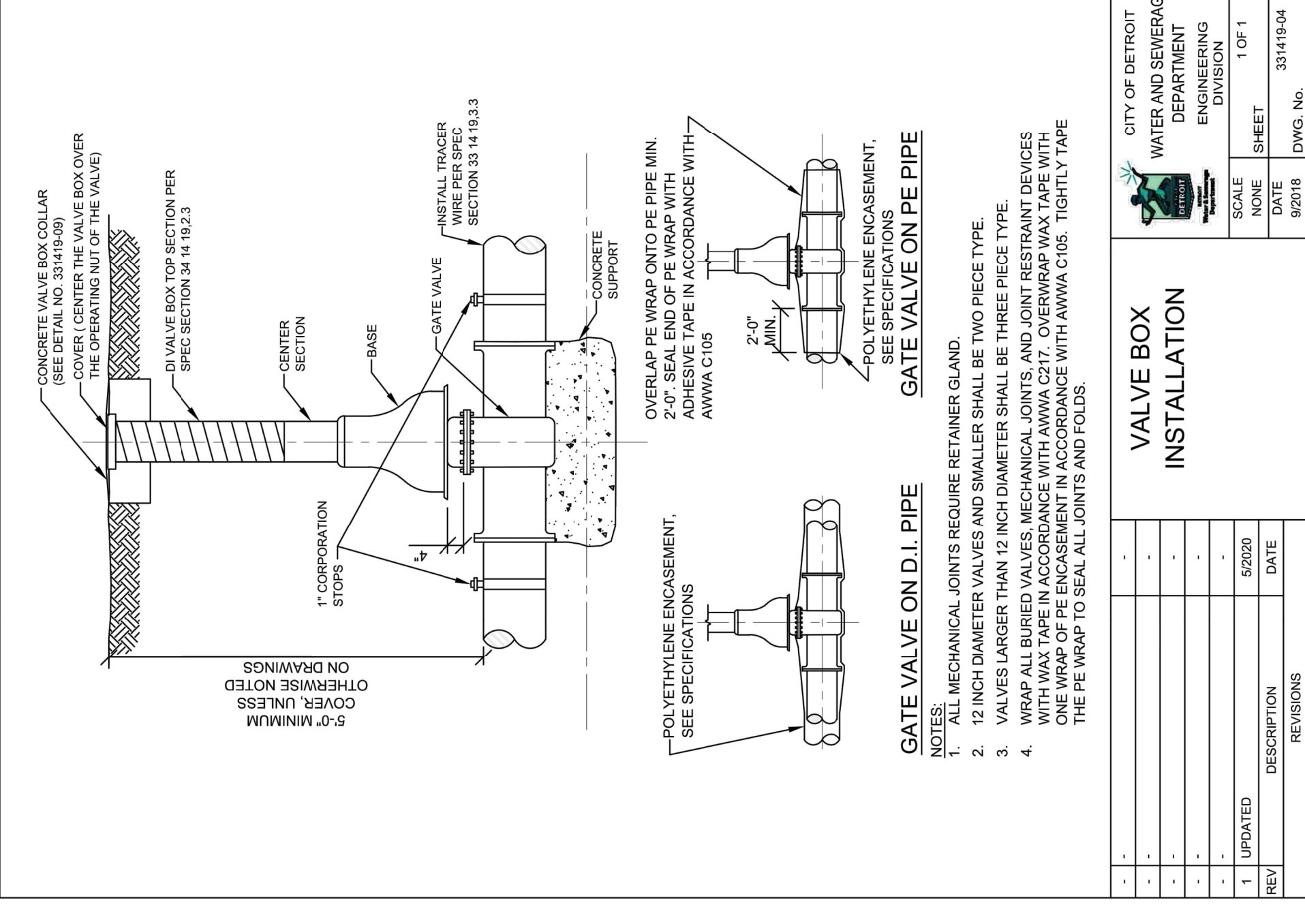
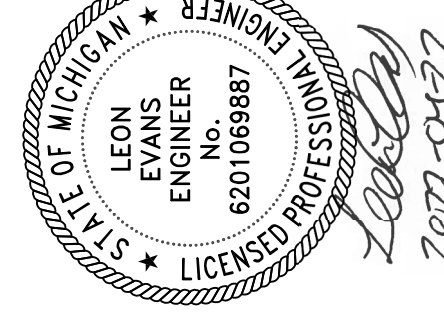
C-720



LOCATION MAP
(NOT TO SCALE)

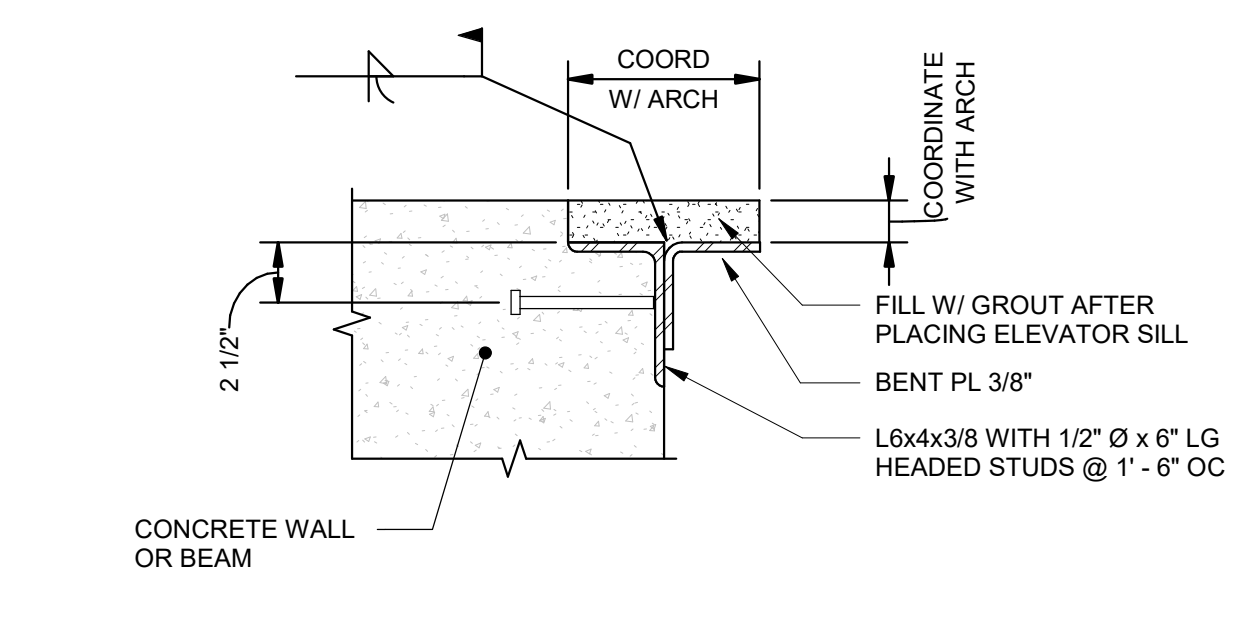


1 STORM PROFILE
AS SHOWN
C-720

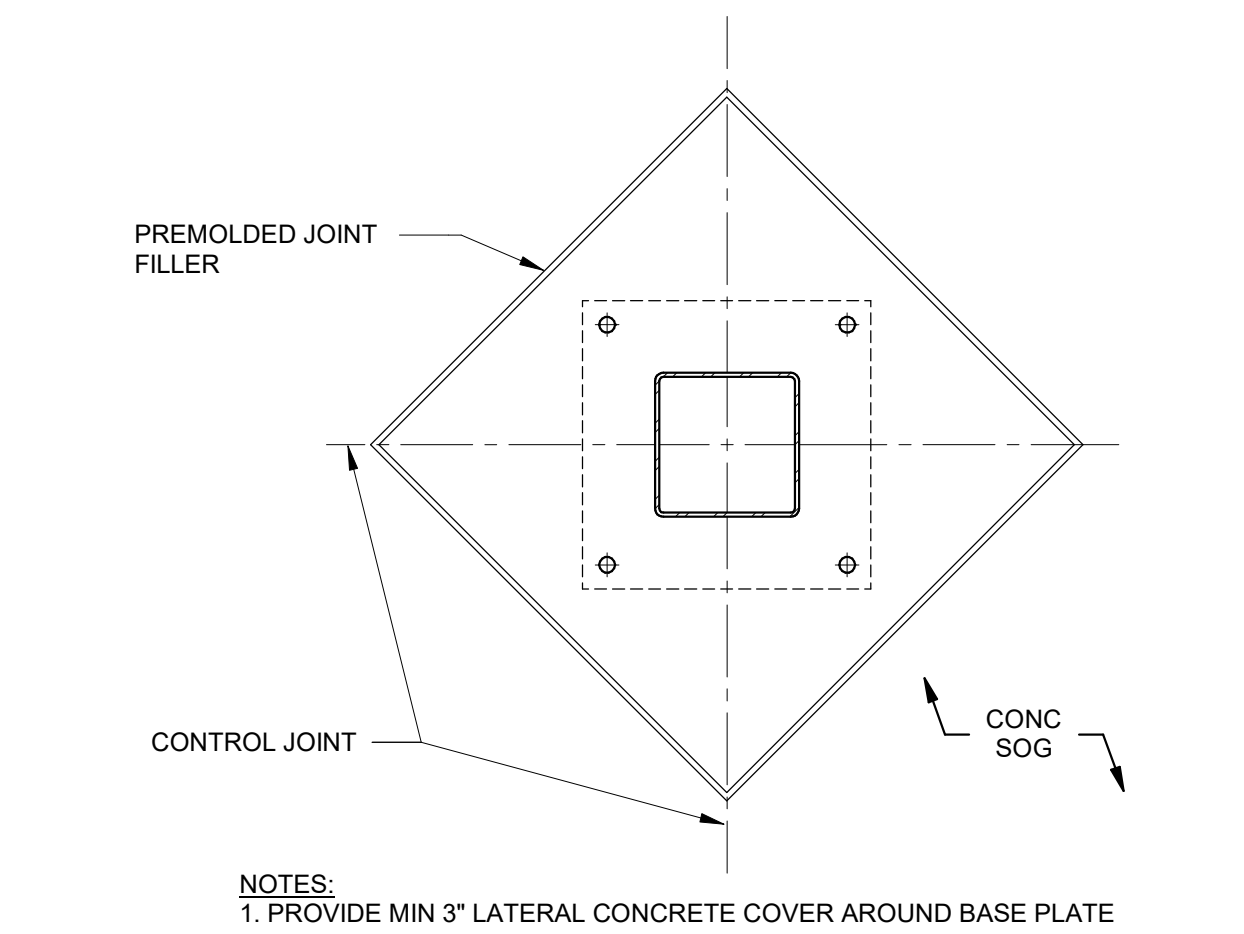


THE DIMENSION OF ANY CURRENT STANDARD DETAIL DOES NOT RELIEVE THE CONTRACTOR FROM THE REQUIREMENT. THE WORK SHALL BE PERFORMED IN COMPLETE CONFORMANCE WITH THE CURRENT DWSD STANDARD SPECIFICATIONS AND DETAILS

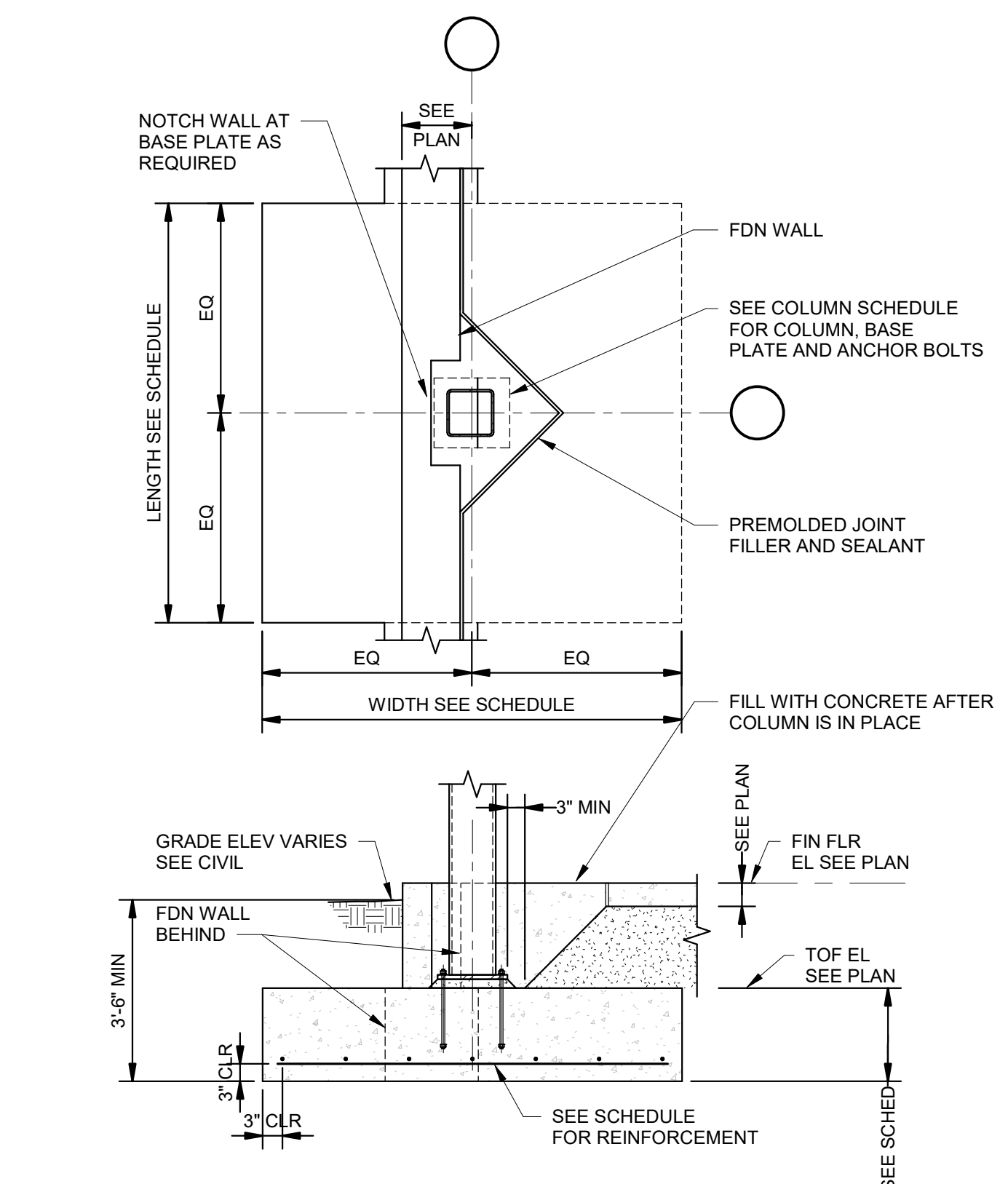
MARK	LENGTH	WIDTH	THICKNESS	REINFORCEMENT EA WAY		COMMENTS
				TOP	BOTTOM	
F-4E	4'-0"	4'-0"	2'-10"	(5)#6	(5)#6	
F-5	5'-0"	5'-0"	1'-0"	(6)#6	(6)#6	
F-5E	5'-0"	5'-0"	2'-10"	(6)#6	(6)#6	
F-6	6'-0"	6'-0"	1'-0"	(7)#6	(7)#6	
F-6E	6'-0"	6'-0"	2'-10"	(7)#6	(7)#6	
F-7	7'-0"	7'-0"	1'-0"	(7)#6	(7)#6	
F-7E	7'-0"	7'-0"	2'-10"	(8)#6	(8)#6	
F-8	8'-0"	8'-0"	1'-0"	(8)#6	(8)#6	



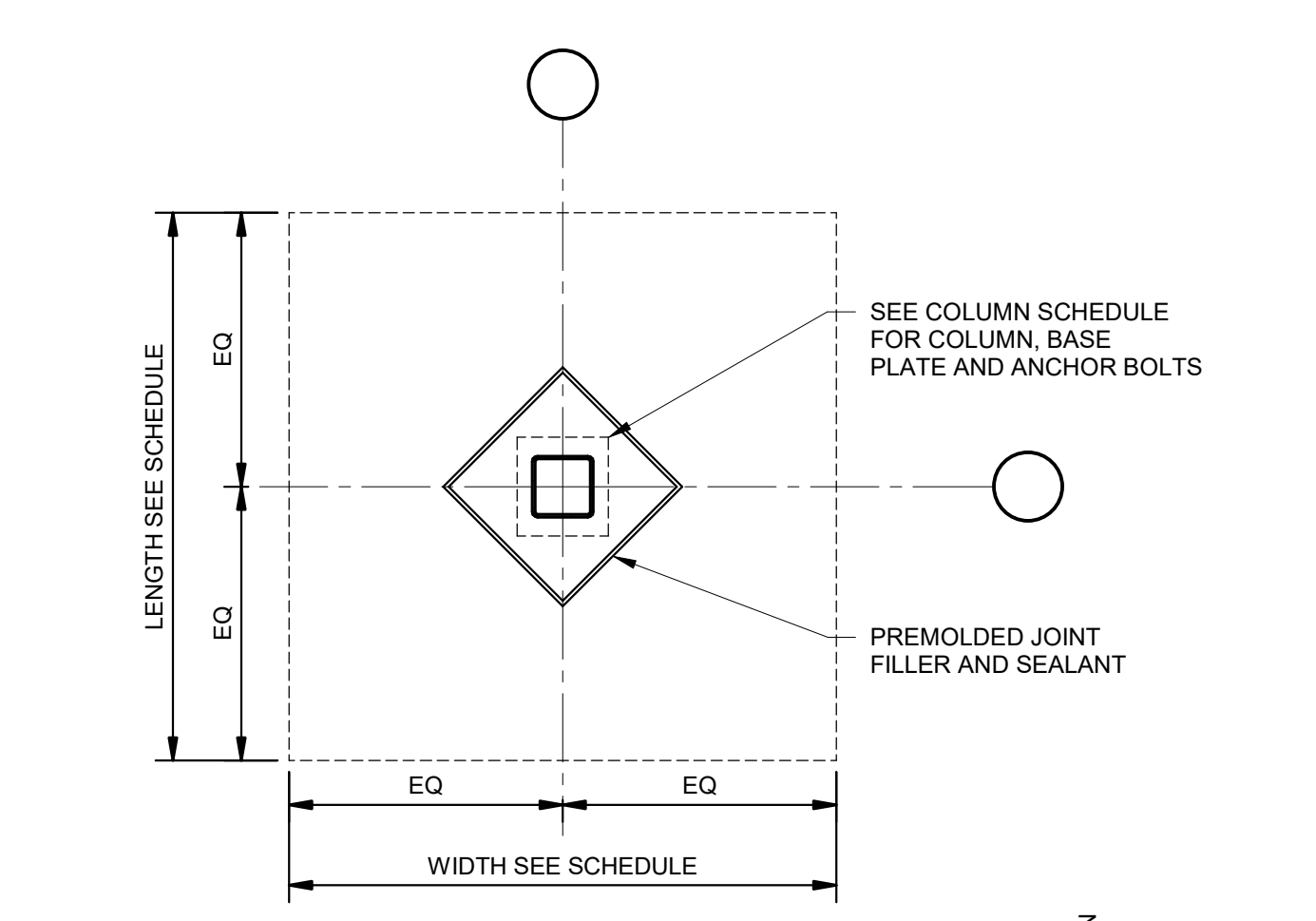
14 TYPICAL ELEVATOR PIT SILL
SCALE: 1/12" = 1'-0"



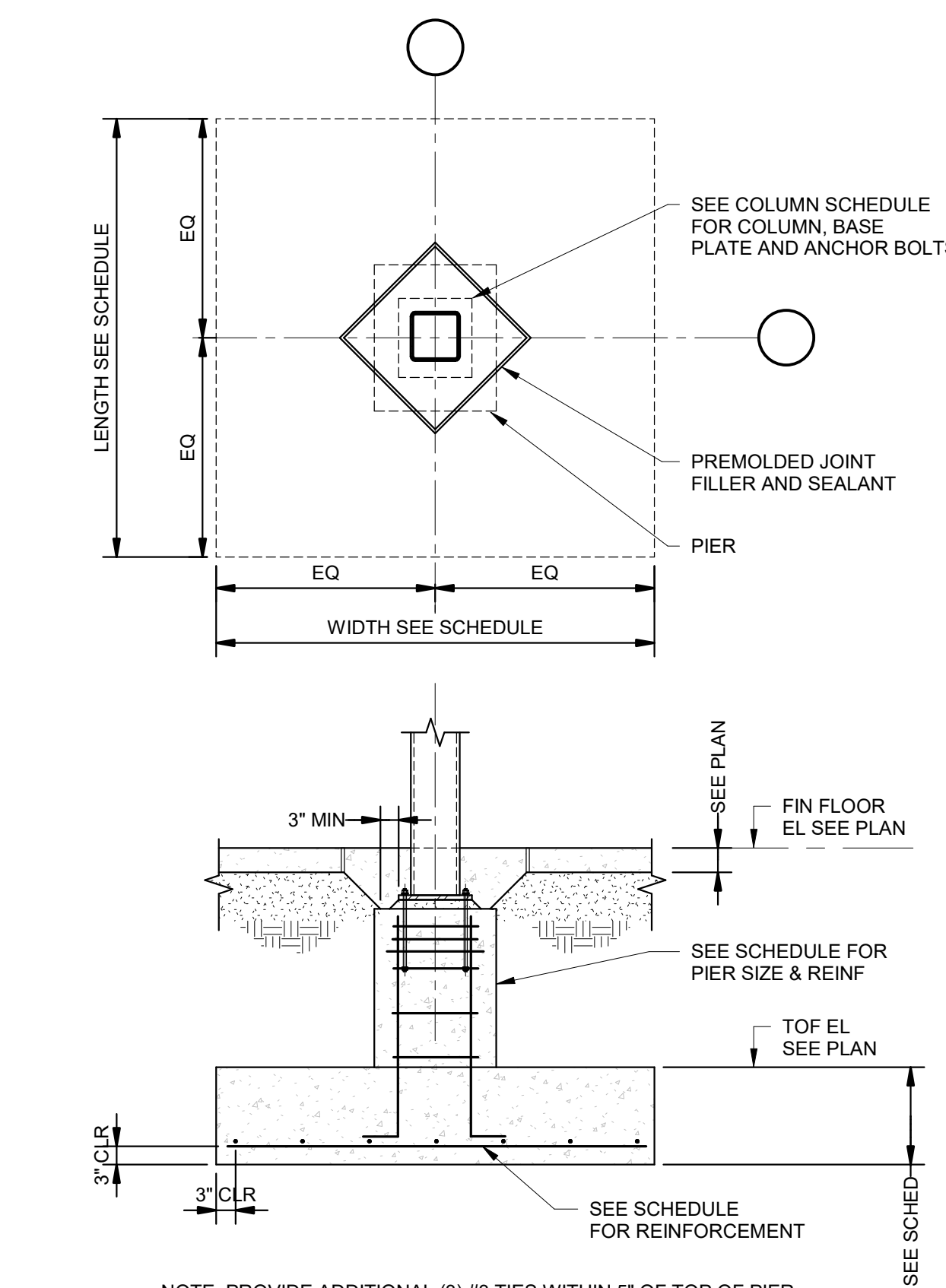
3 TYPICAL INTERIOR COLUMN ISOLATION JOINT
SCALE: 3/4" = 1'-0"



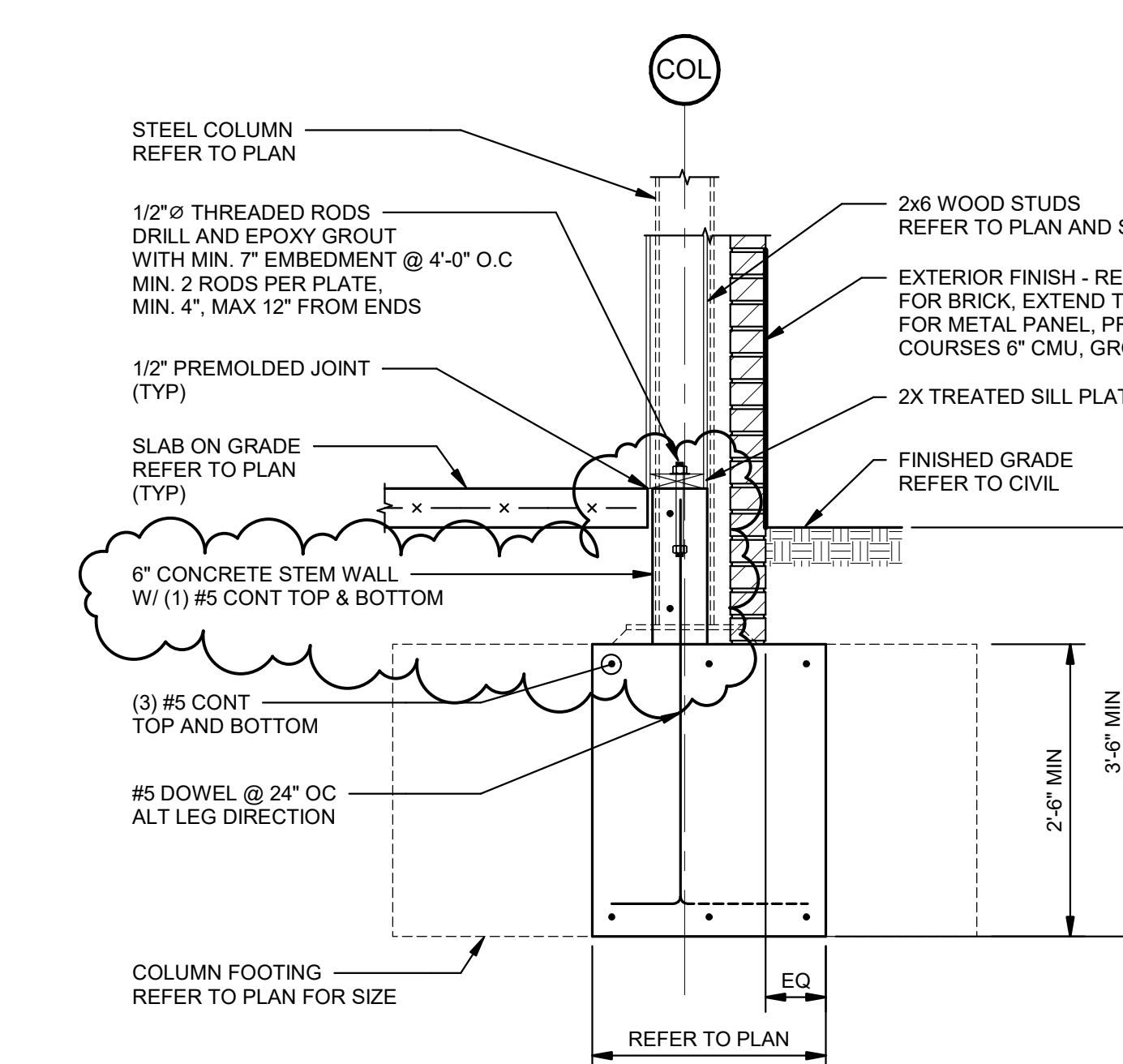
8 TYPICAL EXTERIOR COLUMN FOOTING WITHOUT PIER
SCALE: 1/2" = 1'-0"



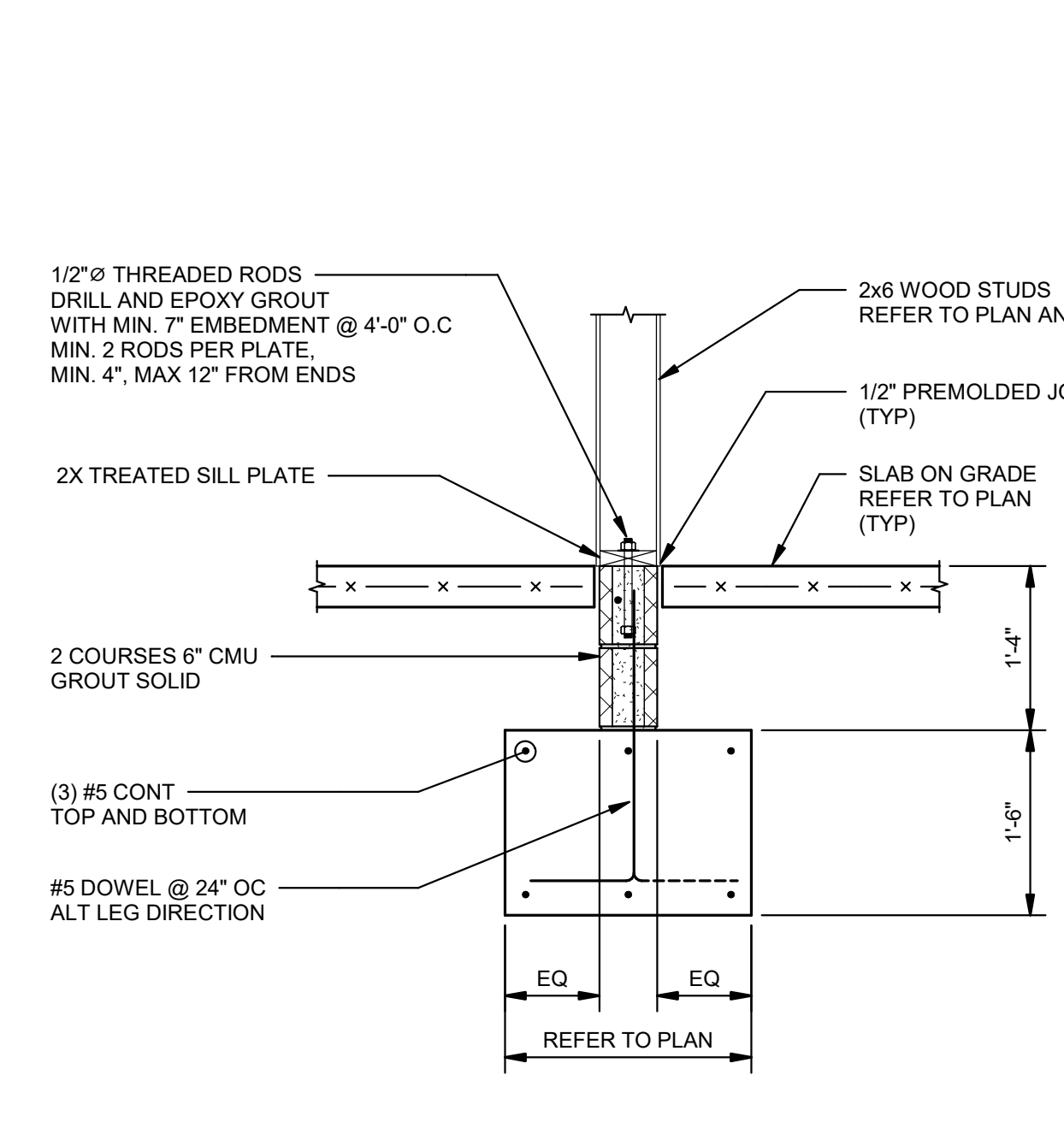
7 TYPICAL INTERIOR COLUMN FOOTING WITHOUT PIER
SCALE: 1/2" = 1'-0"



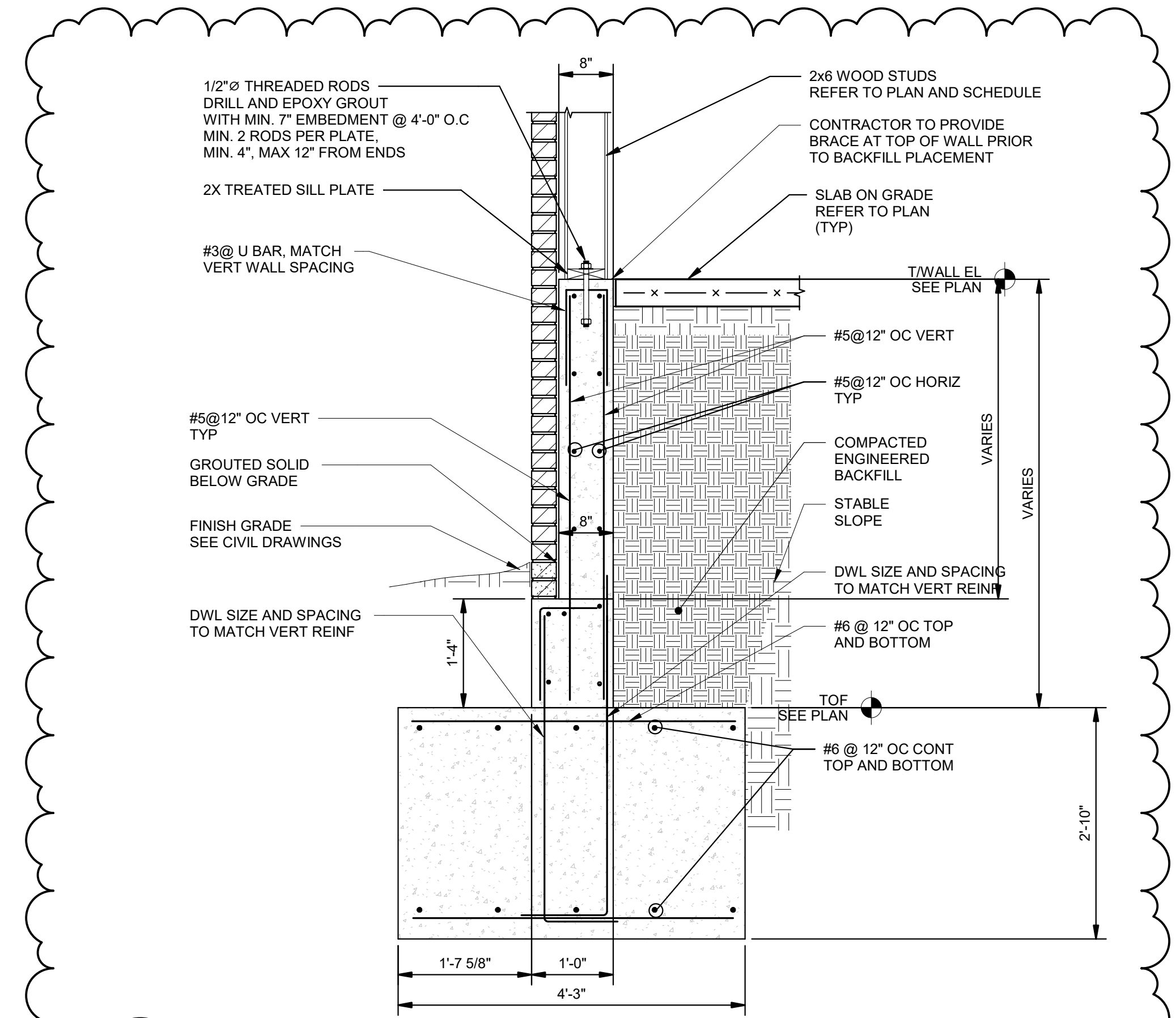
2 TYPICAL INTERIOR COLUMN FOOTING WITH PIER
SCALE: 1/2" = 1'-0"



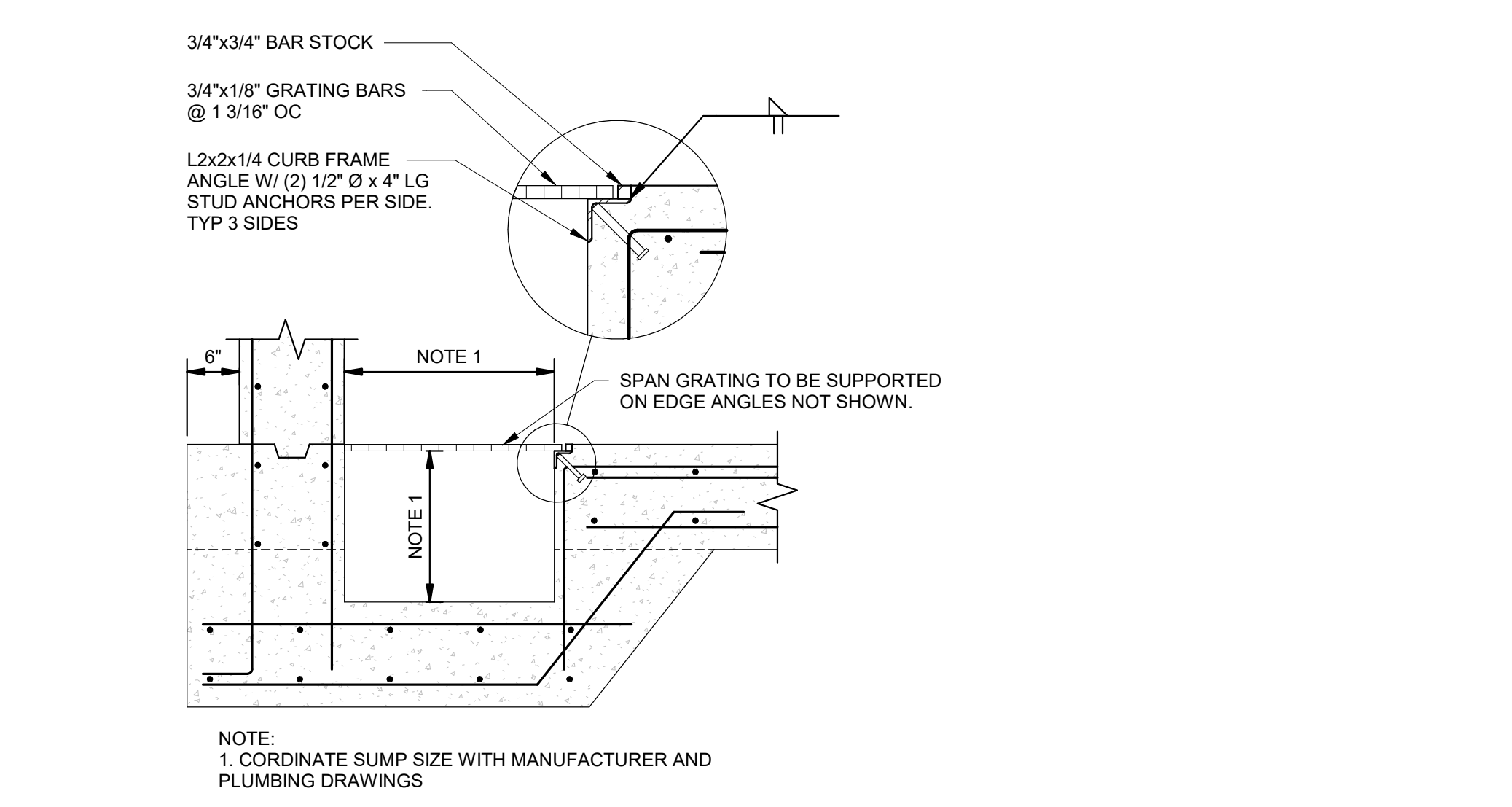
6 TYPICAL EXTERIOR BEARING WALL FOOTING
SCALE: 3/4" = 1'-0"



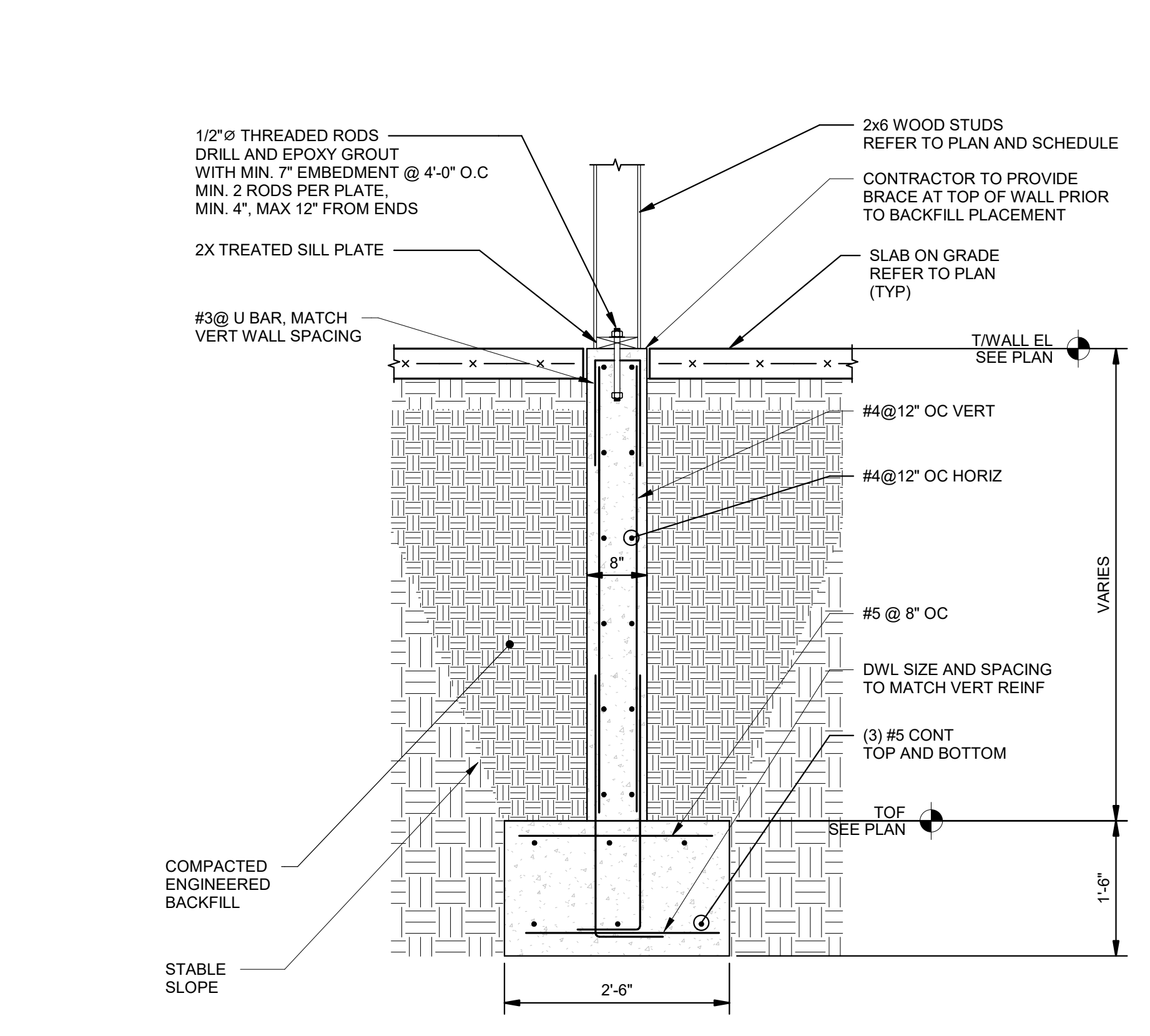
1 TYPICAL INTERIOR BEARING WALL FOOTING
SCALE: 3/4" = 1'-0"



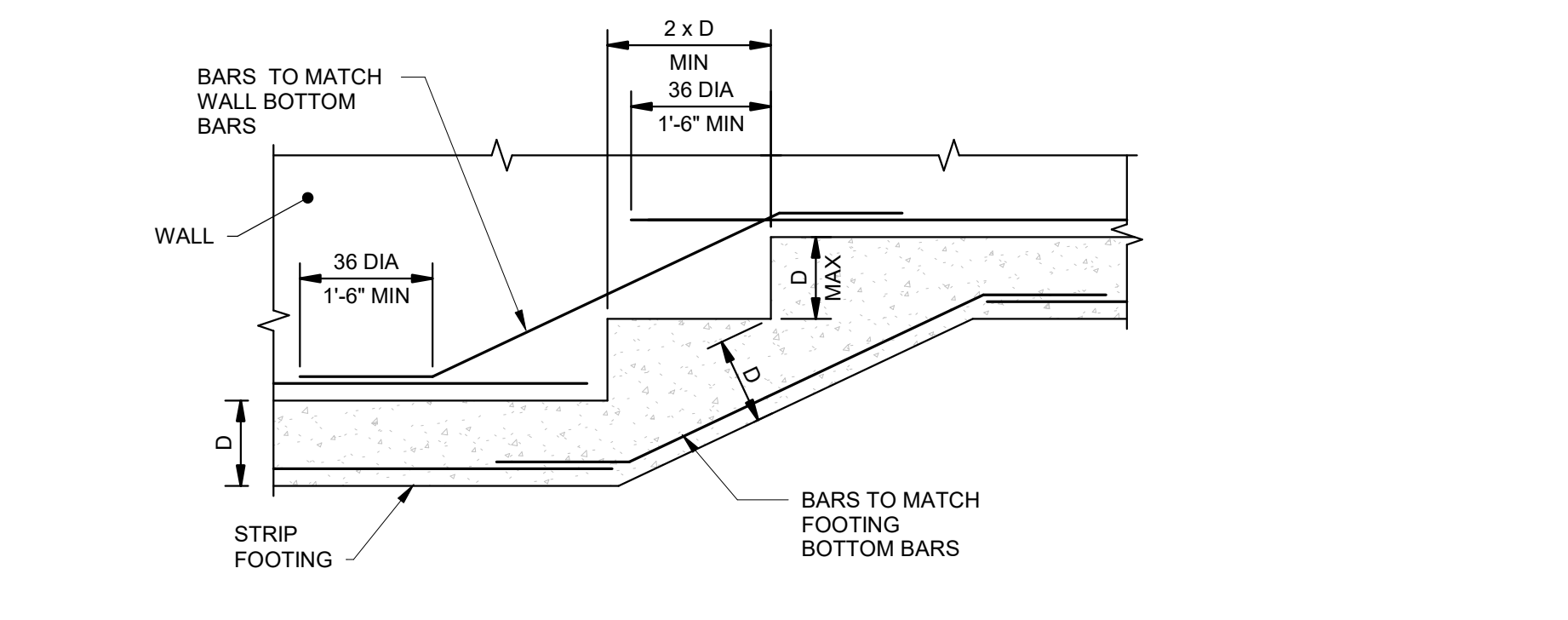
4 TYPICAL EXTERIOR RETAINING WALL DETAIL
SCALE: NOT TO SCALE



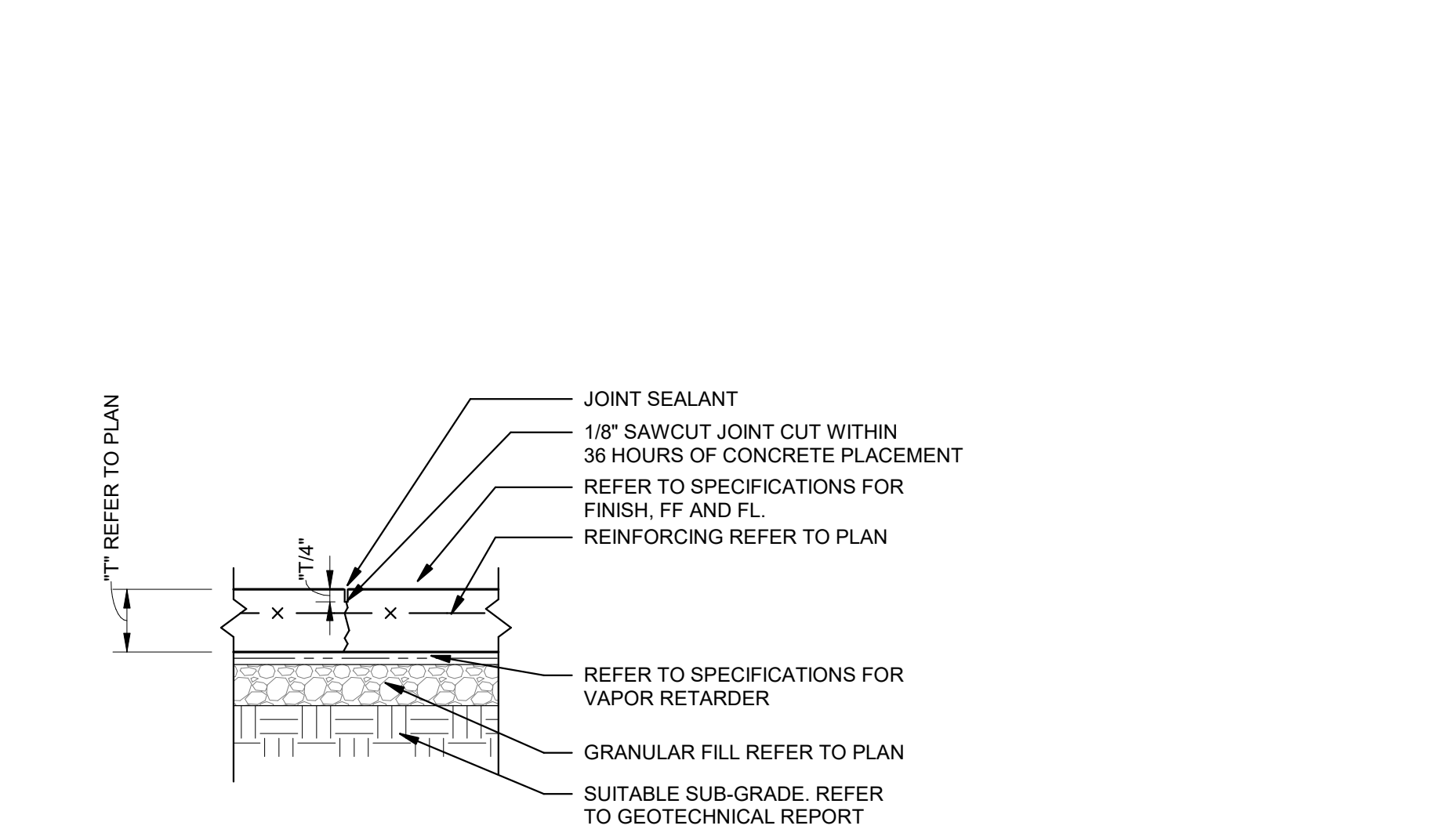
13 TYPICAL ELEVATOR SUMP DETAIL
SCALE: 3/4" = 1'-0"



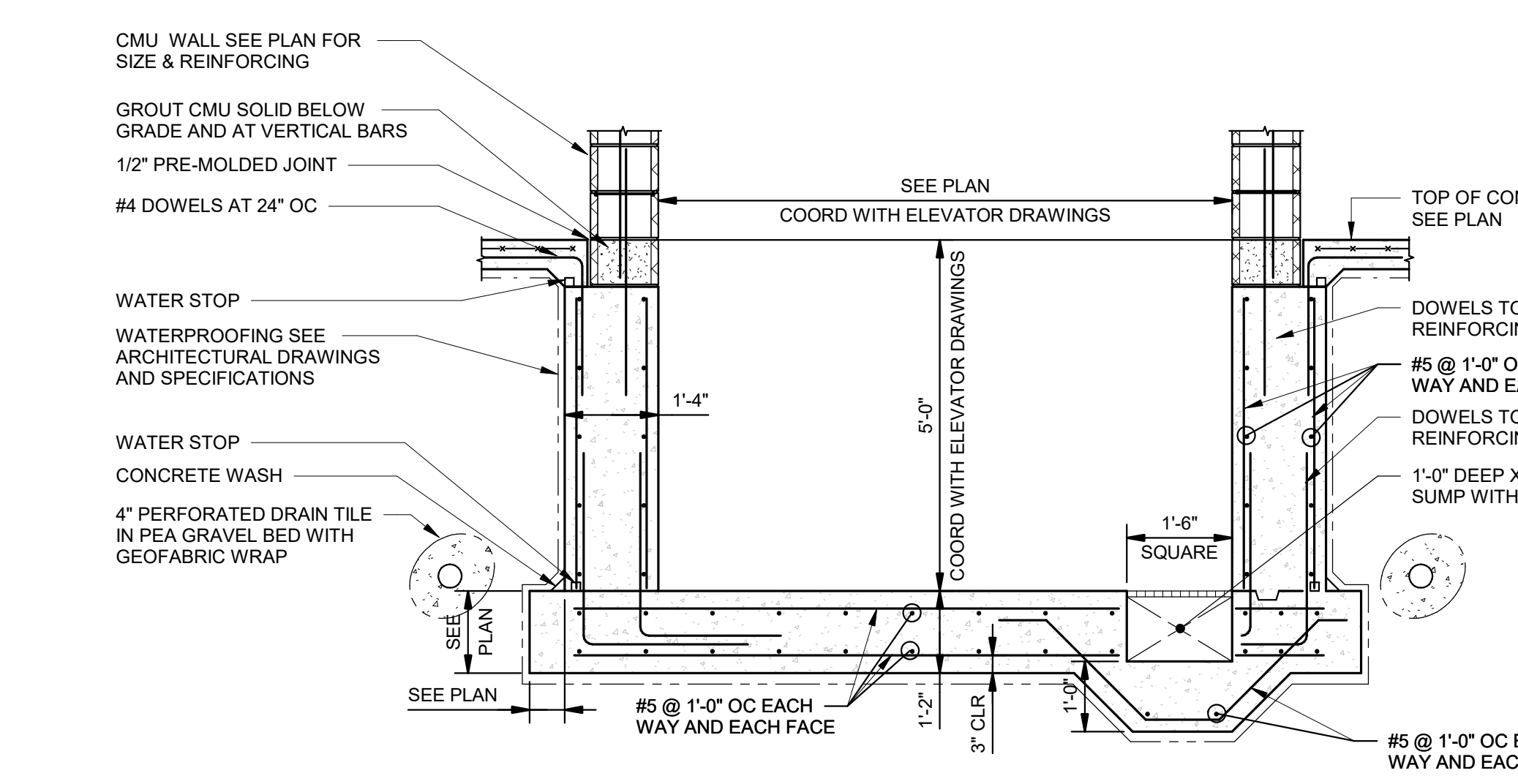
18 TYPICAL RETAINING WALL DETAIL
SCALE: 3/4" = 1'-0"



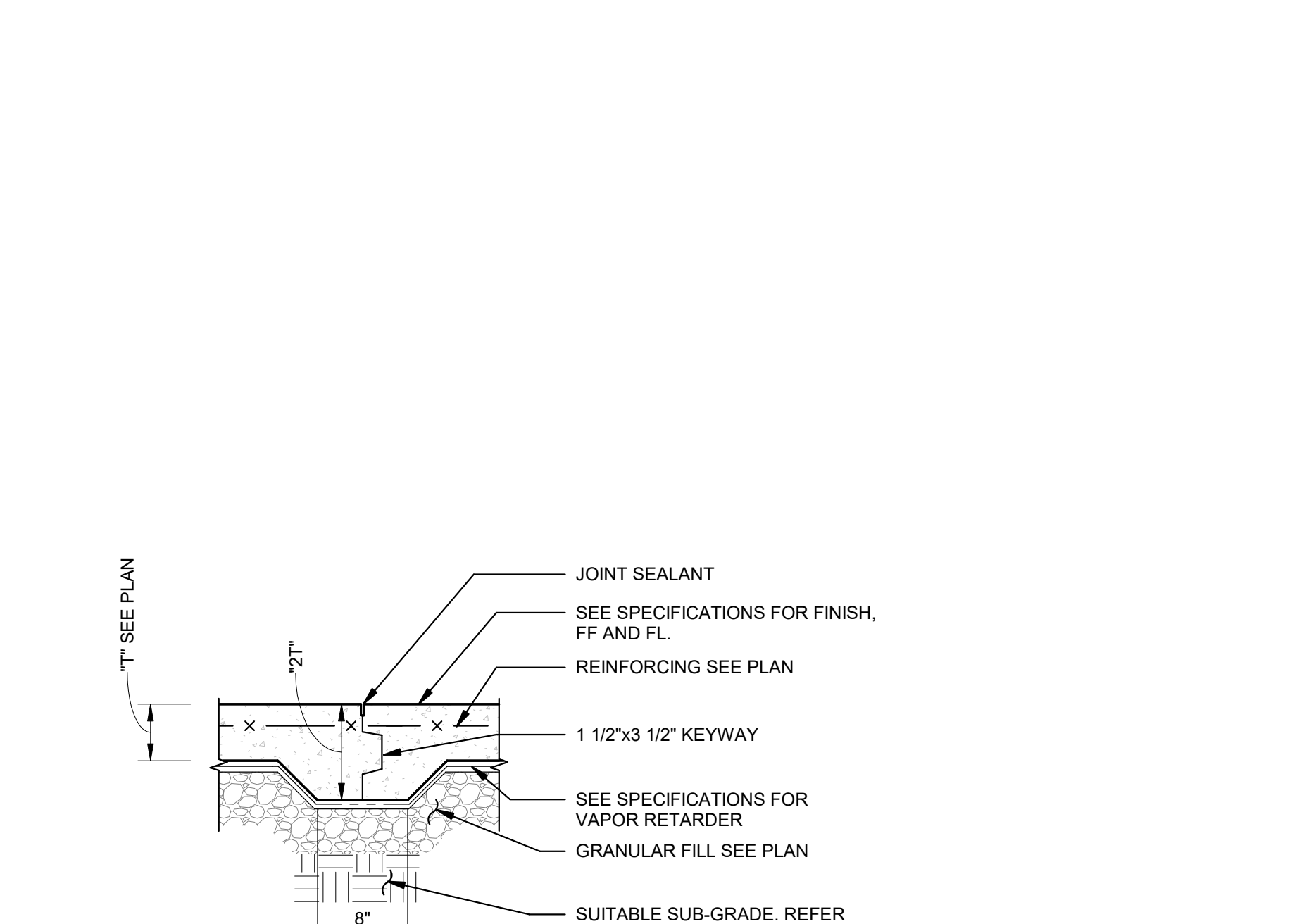
17 TYPICAL STEPPED STRIP FOOTING
SCALE: 1/2" = 1'-0"



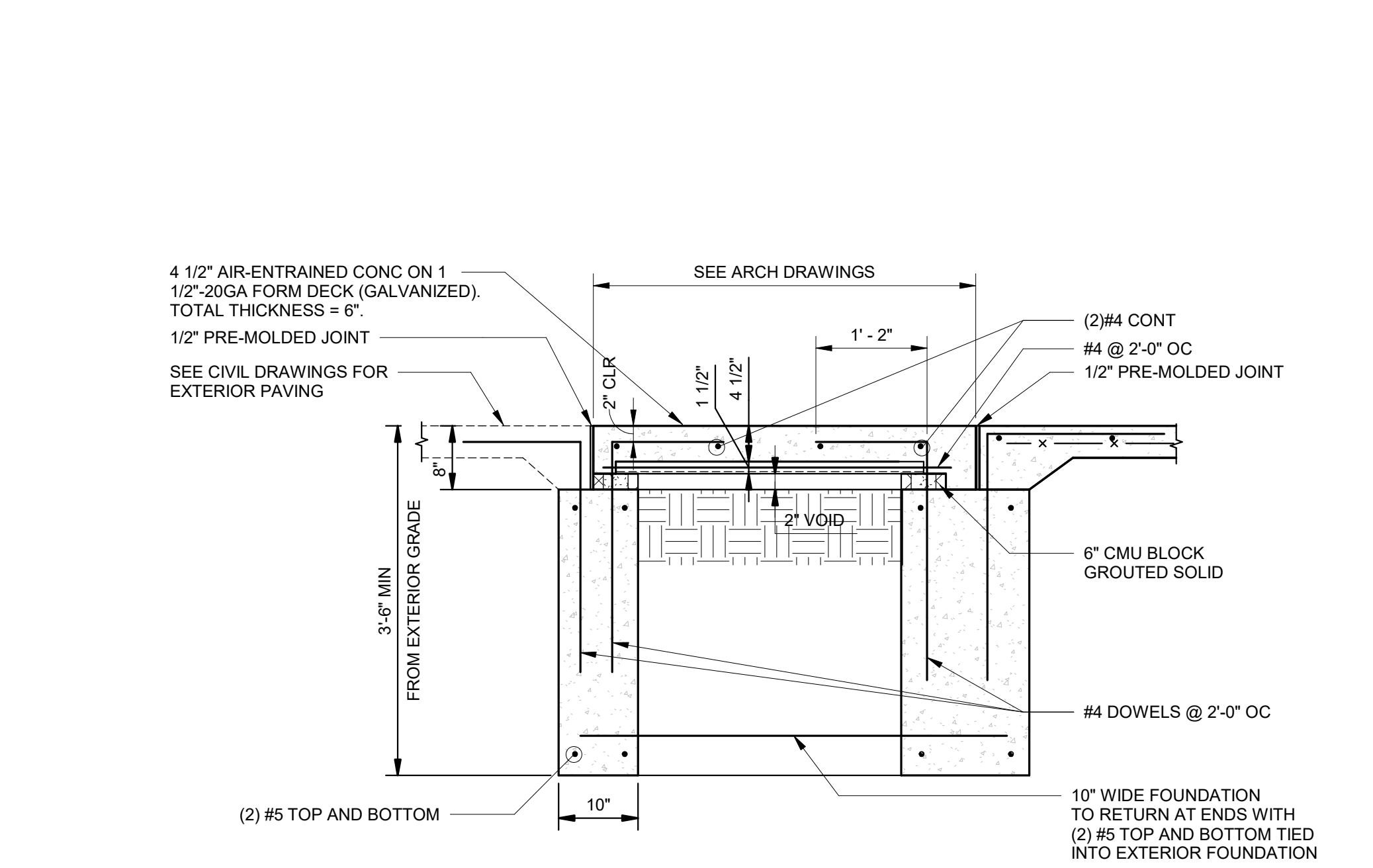
16 TYPICAL SLAB CONTROL JOINT
SCALE: 1" = 1'-0"



12 TYPICAL ELEVATOR PIT DETAIL
SCALE: 1/2" = 1'-0"



15 TYPICAL SLAB CONSTRUCTION JOINT
SCALE: 1" = 1'-0"



11 TYPICAL ENTRY SLAB
SCALE: 3/4" = 1'-0"

11/15/2021 10:22:58 B:\300\106353\00 - Bagley - 16th Development\2023\2023\15-16-21\15-16-21.dwg

Date	Description
1 09.15.21	Issued for Site & Foundation
5 11.19.2021	Foundation Package Addendum #1

Seal / Signature

Project Name
Bagley + 16th Development

Project Number
10.6376.000

Description
TYPICAL FOUNDATION SECTIONS AND DETAILS

Scale
As indicated

S3.001