

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 construed 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:

General Services Department _____
a City of Detroit Department _____

BY: _____ *Crystal Perkins* _____
(Signature)
PRINT NAME: Crystal Perkins _____
ITS: Director, General Services Department _____
(Duly Authorized Representative)

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

BY: _____ *[Signature]* _____
(Signature)
PRINT NAME: Richard Doherty, P.E. _____
ITS: _____ City Engineer _____

Exhibit A

PARCEL DESCRIPTION

YELLOW BRICK ARTS ALLEY

A parcel of land being a part of the City of Detroit, Town 2 South, Range 13 East, Wayne County, Michigan, more particularly described as follows:

Beginning at the Northwesterly corner of Lot 3, "Lakewood Boulevard Addition", as recorded in Liber 30 of Plats, Page 6, Wayne County Records; thence S $26^{\circ}56'26''$ E 983.02 feet to a point on the Northwesterly right of way of Freud Street; thence S $62^{\circ}53'47''$ W 9.00 feet; thence N $26^{\circ}56'26''$ W 2.26 feet; thence S $62^{\circ}53'47''$ W 9.00 feet; thence N $26^{\circ}56'26''$ W 979.85 feet; thence N $59^{\circ}59'34''$ E 18.03 feet to the Point of Beginning.

Contains 17,666 square feet or 0.406 acres of land, more or less. Subject to all easements and restrictions of record, if any.

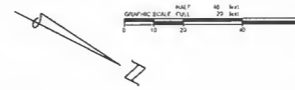
Exhibit B

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

| DWSD Inspection and Maintenance Tasks | | | |
|---------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Task | Frequency | Indicator maintenance is needed | Maintenance Notes |
| Inlet inspection | Weekly or biweekly with routine property maintenance | Internal erosion or excessive sediment, trash, or debris accumulation | Check for sediment accumulation to ensure that flow into the landscape is as designed. Remove any accumulated sediment. |
| Litter and leaf removal | Weekly or biweekly with routine property maintenance | Assumulation of litter and leafy debris in the landscaped area | of outlet clogging, reduce nutrient inputs to the landscaped area and to improve facility aesthetics. |
| Pruning | Prune dead and broken branches annually and deciduous shrubs every 3-5 years | Overgrown vegetation that interferes with access, lines of sight, or safety | Nutrient in runoff often cause landscaped vegetation to flourish |
| Mowing | 2-12 times/year | Overgrown vegetation that interferes with access, lines of sight, or safety | Frequency depends on location and desired aesthetic appeal |
| Mulch removal and replacement | 1 time/2-3 years | Less than 4 inches of mulch remain on the surface | Mulch accumulation reduce available surface water storage volume. Removing decomposed mulch also increases surface infiltration rate of fill soil. Remove decomposed fraction and top off with fresh mulch to a total depth of 4 inches. |
| Temporary watering | 1 time/2-3 days for first 1-2 months, sporadically after establishment | Until established and during severe droughts | Watering after the initial year might be required. |
| Fertilization | 1 time initially | Upon planting | One-time spot fertilization for first year vegetation |
| Remove and replace dead plants | 1 time/year | Dead plants | Plant die-off tends to be highest during the first year (commonly 10% or greater). Survival rates increase with time. |
| Miscellaneous upkeep | 12 times/year | Tasks include trash collection, plant health, spot weeding, removing invasive species, and removing mulch from overflow device | |

YELLOW BRICK ROAD ARTS ALLEY

BENCHMARK POINT #1516
 N 2302182
 E 13202824.45 ELEV 529.20
 BENCHMARK POINT #1517
 N 2302184
 E 1320283.52 ELEV 529.84



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PRELIMINARY - NOT FOR CONSTRUCTION

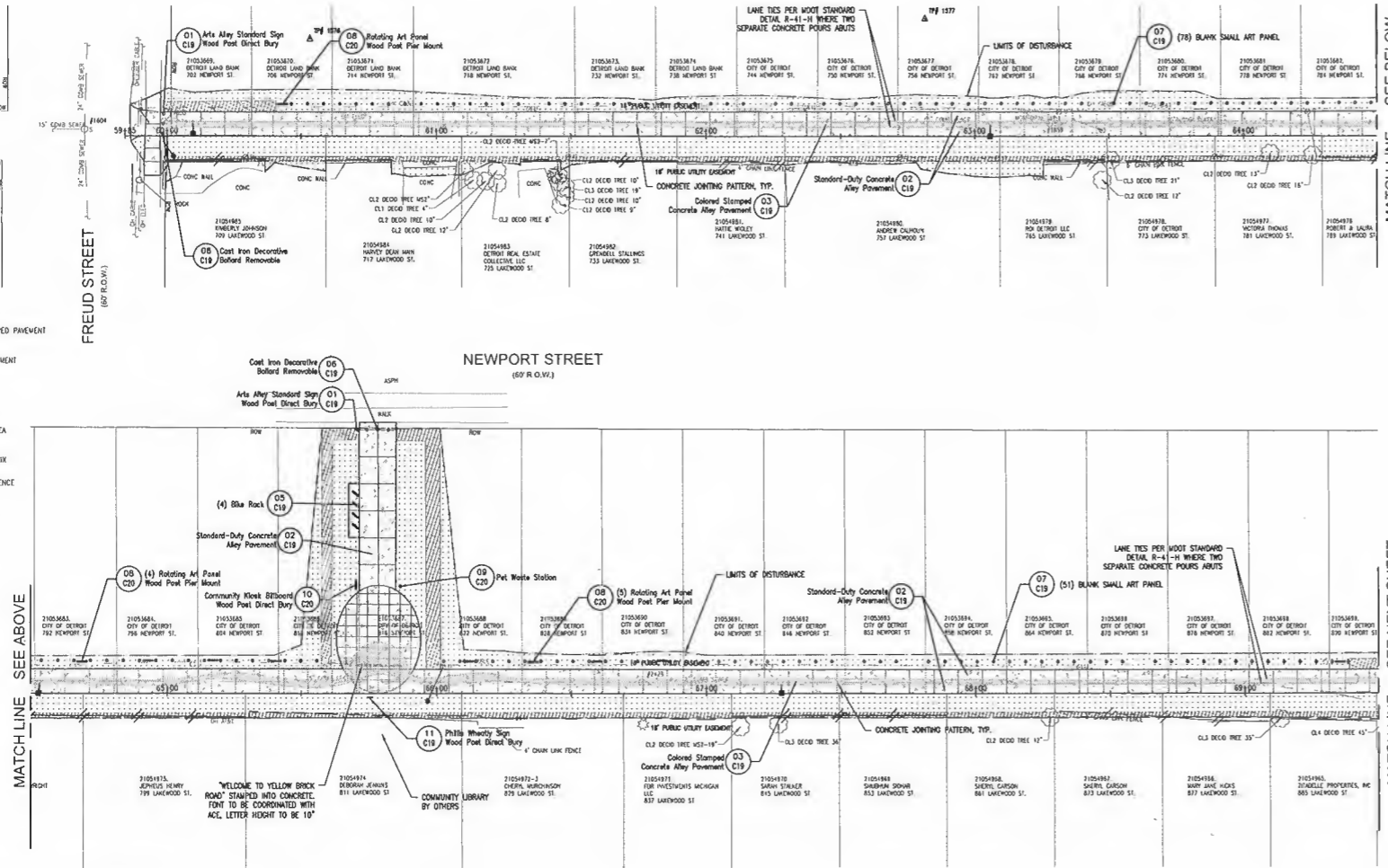
LEGEND

- PROPOSED COLORED STAMPED PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- DETAIL / SHEET #
- PROPOSED LANDSCAPING AREA
- PROPOSED NO MOW SEED MIX
- PROPOSED 6 FT WOODEN FENCE

- #1600 5'00" WIDE @ 1/2" @ 5" S.P.
- 15" CONC. NO. 4 S&B 13
- 6" W/18" S&B 13
- #1675 5'0" CAP @ 1/2" @ 5" S.P.
- 15" CONC. NO. 4 S&B 13
- 15" CONC. NO. 4 S&B 13
- #1675 5'00" WIDE @ 1/2" @ 5" S.P.
- 15" CONC. NO. 4 S&B 13
- 15" CONC. NO. 4 S&B 13
- #1675 5'0" CAP @ 1/2" @ 5" S.P.
- 15" CONC. NO. 4 S&B 13
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- 15" CONC. NO. 4 S&B 13
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- 15" CONC. NO. 4 S&B 13
- 15" CONC. NO. 4 S&B 13



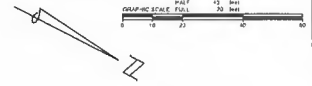
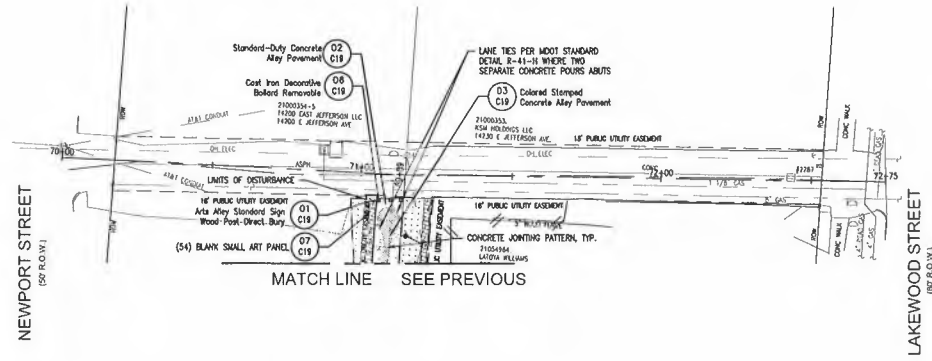
NOTE: CONTRACTOR TO CONFIRM APPROVAL FROM PRIVATE PROPERTY OWNER PRIOR TO FENCING REMOVAL.



| DATE | REVISION |
|------|----------|
| | |

PROJECT NUMBER: 1504-02019
 CLIENT: CITY OF DETROIT
 PROJECT: ARTS ALLEY - PHASE II
 ADDRESS: YELLOW BRICK ROAD
 DRAWING: SITE LAYOUT PLAN

YELLOW BRICK ROAD ARTS ALLEY



- LEGEND**
- PROPOSED COLORED STAMPED PAVEMENT
 - PROPOSED CONCRETE PAVEMENT
 - DETAIL / SHEET /
 - PROPOSED LANDSCAPING AREA
 - PROPOSED HO MW SEED MIX
 - PROPOSED 6 FT WOODEN FENCE

11/17/17 TO CATCH UP, LATEST 5/18/18
 11/17/17 TO R.V. W/18/18/18



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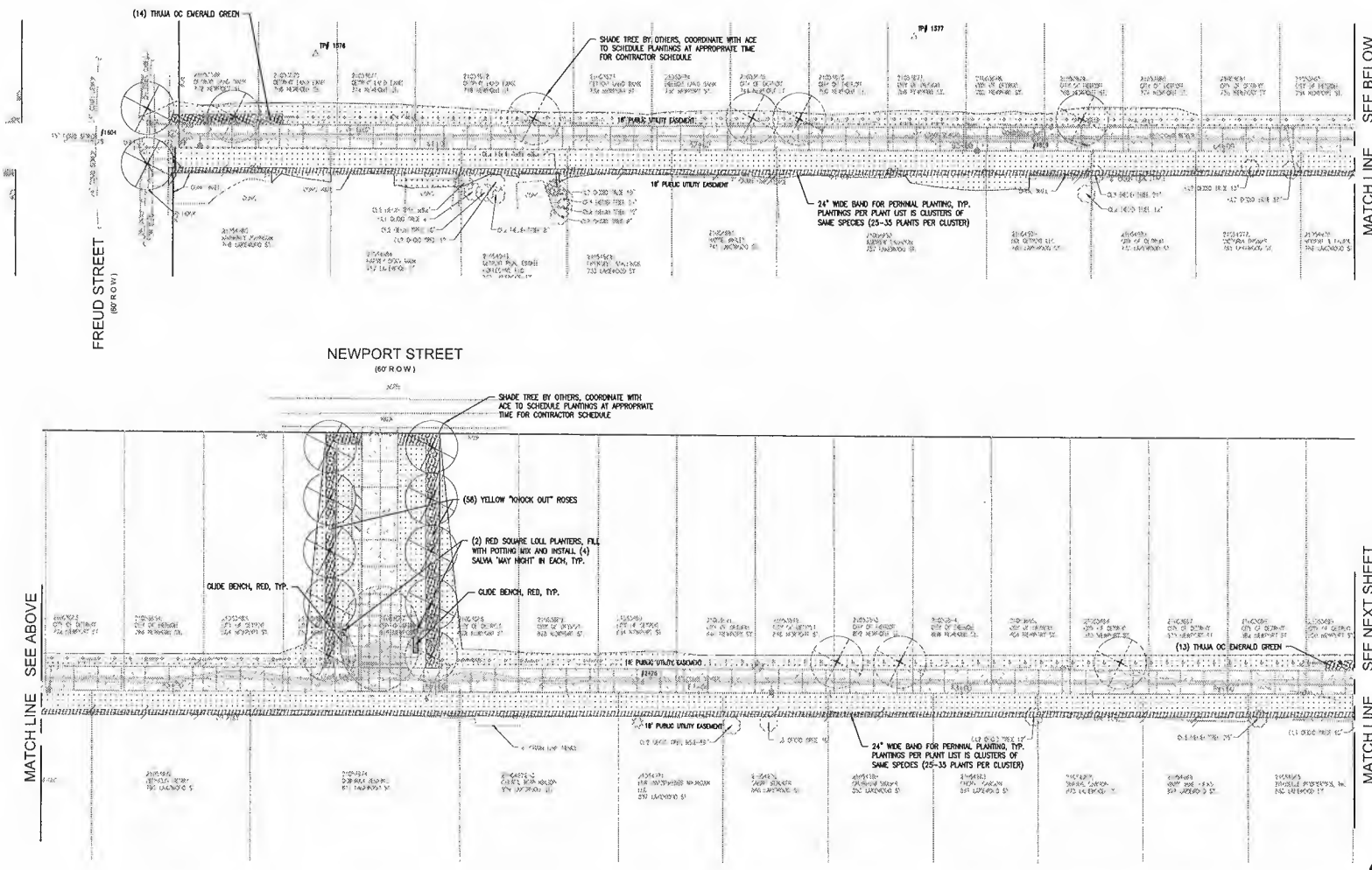
PRELIMINARY - NOT FOR CONSTRUCTION

| REVISION | DATE | DESCRIPTION |
|----------|------|-------------|
| | | |

PROJECT NUMBER: 17-001
 CITY OF DETROIT
 ARTS ALLEY - PHASE II
 YELLOW BRICK ROAD
 SITE LAYOUT PLAN

C10

YELLOW BRICK ROAD ARTS ALLEY



MATCH LINE SEE BELOW

MATCH LINE SEE NEXT SHEET



livingLAB

PRELIMINARY - NOT FOR CONSTRUCTION

| REVISION | DATE |
|----------|------|
| | |

| | |
|---------------------|-----------------------|
| PROJECT NUMBER | 024 |
| DESCRIPTION | ARTS ALLEY - PHASE II |
| CLIENT PROJECT NO. | |
| DATE | |
| PROJECT LOCATION | |
| PROJECT DESCRIPTION | |



L3

DATE PLOTTED: 11/15/2017 10:52:22 AM BY: JLM

