

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 Brush Park Development Company Phase I LLC, a Michigan limited liability company ("Owner") whose address is 630 Woodward Ave., Detroit, MI 48226.

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:

Brush Park Development Company Phase I LLC
a Michigan limited liability company
BY: John Costello
box SIGN 17KW7R5Z-4Z27LJRX
(Signature)
PRINT NAME: John Costello
ITS: Authorized Representative
(Duly Authorized Representative)

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

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

Exhibit A

PARCEL DESCRIPTION

Land situated in the City of Detroit in the County of Wayne in the State of Michigan:

PARCEL P-1

PART OF LOTS 6 THROUGH 18, AND PART OF A VACATED ALLEY (20 FT WIDE), BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N33°26'41"W, 354.42 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 70.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N59°16'09"E, 21.11 FEET; THENCE S30°50'04"E, 23.73 FEET; THENCE N59°10'05"E, 2.17 FEET; THENCE S30°49'57"E, 48.34 FEET; THENCE N59°10'05"E, 225.00 FEET; THENCE N59°05'26"E, 8.24 FEET; THENCE S01°55'23"E, 45.40 FEET; THENCE S58°11'40"W, 5.81 FEET; THENCE S59°07'52"W, 65.06 FEET; THENCE N30°50'41"W, 16.90 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.14 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N75°50'41"W, 2.83 FEET; THENCE S59°09'19"W, 48.23 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.14 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S14°09'19"W, 2.83 FEET; THENCE S30°50'41"E, 16.88 FEET; THENCE S59°10'41"W, 64.00 FEET; THENCE N30°51'24"W, 16.72 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'28", AND A CHORD BEARING N75°51'38"W, 3.54 FEET; THENCE S59°08'24"W, 21.94 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 89°59'10", AND A CHORD BEARING S14°08'49"W, 3.54 FEET; THENCE S30°50'46"E, 0.76 FEET; THENCE N59°07'37"E, 18.50 FEET; THENCE S30°50'42"E, 27.00 FEET; THENCE S59°16'09"W, 16.76 FEET; THENCE S30°43'51"E, 44.09 FEET; THENCE N59°16'09"E, 211.95 FEET; THENCE S00°48'37"W, 23.47 FEET; THENCE S59°46'00"W, 11.21 FEET; THENCE S59°16'09"W, 188.48 FEET; THENCE S30°43'51"E, 44.09 FEET; THENCE N59°16'09"E, 0.91 FEET; THENCE S49°21'37"E, 30.48 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 2.44 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 69°56'13", AND A CHORD BEARING S85°52'35"E, 2.29 FEET; THENCE N59°09'19"E, 14.51 FEET; THENCE N30°50'41"W, 18.05 FEET; THENCE N59°09'19"E, 27.50 FEET; THENCE S30°50'41"E, 16.05 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.14 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S75°50'41"E, 2.83 FEET; THENCE N59°09'19"E, 47.44 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.14 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD

BEARING N14°09'19"E, 2.83 FEET; THENCE N30°50'41"W, 16.00 FEET; THENCE N59°09'19"E, 64.00 FEET; THENCE S30°50'41"E, 15.19 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.76 FEET, SAID CURVE HAVING A RADIUS OF 2.00 FEET, A CENTRAL ANGLE OF 107°48'45", AND A CHORD BEARING S84°45'04"E, 3.23 FEET; THENCE N41°20'34"E, 21.41 FEET; THENCE S31°01'41"E, 22.03 FEET; THENCE S28°59'52"W, 11.46 FEET; THENCE S59°09'19"W, 188.40 FEET; THENCE N31°01'58"W, 1.42 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 4.98 FEET, SAID CURVE HAVING A RADIUS OF 14.50 FEET, A CENTRAL ANGLE OF 19°41'36", AND A CHORD BEARING N40°53'52"W, 4.96 FEET; THENCE N50°44'40"W, 34.78 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.07 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 70°15'20", AND A CHORD BEARING N85°52'20"W, 2.88 FEET; THENCE S59°00'00"W, 2.04 FEET; THENCE N31°00'12"W, 53.01 FEET; THENCE S58°59'53"W, 60.94 FEET; THENCE N33°26'41"W, 21.23 FEET; THENCE N59°16'09"E, 62.14 FEET; THENCE N30°43'51"W, 167.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.573 ACRES OF LAND.

Tax Parcel ID# 01000698.000

PARCEL P-2

PART OF LOTS 1 THROUGH 6, AND 18 THROUGH 22 AND PART OF A VACATED ALLEY (20 FT WIDE), BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N33°26'41"W, 354.42 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 534.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N59°16'09"E, 23.23 FEET; THENCE S30°43'51"E, 167.01 FEET; THENCE N59°16'09"E, 60.59 FEET; THENCE S27°04'01"E, 20.04 FEET; THENCE S59°16'09"W, 58.39 FEET; THENCE S31°00'07"E, 55.30 FEET; THENCE S58°59'52"W, 3.33 FEET; THENCE S31°00'07"E, 56.67 FEET; THENCE S58°59'53"W, 3.50 FEET; THENCE S31°00'07"E, 15.67 FEET; THENCE S58°59'53"W, 19.67 FEET; THENCE N31°00'07"W, 6.16 FEET; THENCE S58°59'53"W, 2.33 FEET; THENCE N31°00'07"W, 48.82 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 4.09 FEET, SAID CURVE HAVING A RADIUS OF 8.00 FEET, A CENTRAL ANGLE OF 29°17'51", AND A CHORD BEARING S73°44'32"W, 4.05 FEET; THENCE S59°05'36"W, 32.22 FEET; THENCE S56°39'27"W, 82.70 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 8.17 FEET, SAID CURVE HAVING A RADIUS OF 199.98 FEET, A CENTRAL ANGLE OF 02°20'26", AND A CHORD BEARING S57°49'40"W, 8.17 FEET; THENCE S58°59'32"W, 41.24 FEET; THENCE S59°08'04"W, 35.19 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 6.21 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 17°47'30", AND A CHORD BEARING S50°14'19"W, 6.19 FEET;

THENCE S41°20'34"W, 24.84 FEET; THENCE N31°01'41"W, 22.03 FEET; THENCE N41°20'34"E, 16.25 FEET; THENCE N27°46'22"W, 2.02 FEET; THENCE N59°16'09"E, 162.41 FEET; THENCE N30°43'51"W, 2.50 FEET; THENCE N59°16'09"E, 36.43 FEET; THENCE N30°43'51"W, 2.37 FEET; THENCE N59°05'39"E, 22.55 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'04", AND A CHORD BEARING N14°05'37"E, 3.54 FEET; THENCE N30°54'24"W, 4.26 FEET; THENCE N59°16'09"E, 0.66 FEET; THENCE N30°43'51"W, 44.08 FEET; THENCE S59°16'09"W, 224.52 FEET; THENCE S58°02'10"W, 4.38 FEET; THENCE N00°57'17"W, 23.04 FEET; THENCE N59°16'09"E, 216.87 FEET; THENCE N30°43'51"W, 50.48 FEET; THENCE SOUTH 59 DEGREES 15 MINUTES 57 SECONDS WEST, 204.77 FEET; THENCE NORTH 30 DEGREES 43 MINUTES 51 SECONDS WEST, 5.62 FEET; THENCE S58°11'40"W, 5.36 FEET; THENCE N01°11'41"W, 2.88 FEET; THENCE S88°48'19"W, 6.71 FEET; THENCE N01°11'41"W, 38.64 FEET; THENCE N59°04'44"E, 12.07 FEET; THENCE N59°09'21"E, 181.72 FEET; THENCE N30°55'18"W, 71.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.612 ACRES OF LAND.

Tax Parcel ID# 01000689-690

PARCEL P-3

PART OF LOTS 12 THROUGH 16, BLOCK 3, BRUSH SUBDIVISION OF PART OF PARK LOT 11, ANO PART OF BRUSH FARM, EAST OF AND ADJOINING, AS RECORDED IN LIBER 1, PAGE 253 PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE N59°16'09"E, 70.46 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N 59°16'09" E, 20.65 FEET; THENCE S30°44'02"E, 34.68 FEET; THENCE S59°15'58"W, 0.50 FEET; THENCE S30°44'02"E, 11.83 FEET; THENCE N59°15'58"E, 3.00 FEET; THENCE S30°43'49"E, 23.50 FEET; THENCE N59°15'58"E, 188.00 FEET; THENCE S30°43'51"E, 1.93 FEET; THENCE N59°16'09"E, 15.21 FEET; THENCE S43°50'33"E, 34.73 FEET; THENCE S20°25'34"E, 5.45 FEET; THENCE S59°21'59"W, 8.37 FEET; THENCE S59°16'05"W, 64.36 FEET; THENCE N30°47'38"W, 15.34 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 89°56'13", AND A CHORD BEARING N75°45'45"W, 3.53 FEET; THENCE S59°16'09"W, 47.51 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S14°16'09"W, 3.54 FEET; THENCE S30°43'51"E, 15.33 FEET; THENCE S59°16'05"W, 64.00 FEET; THENCE N30°43'51"W, 15.33 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N75°43'51"W, 3.54 FEET; THENCE S59°16'09"W, 19.23 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 4.26 FEET, SAID CURVE HAVING A RADIUS OF 2.53 FEET, A CENTRAL ANGLE OF 96°27'03", AND A CHORD BEARING S10°45'54"W, 3.77 FEET; THENCE N59°08'06"E, 18.00 FEET; THENCE S30°43'51"E, 26.76 FEET; THENCE S59°16'05"W, 18.05 FEET; THENCE S30°43'55"E, 44.09 FEET

TO THE NORTH LINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID LINE, S59°16'09"W, 19.73 FEET; THENCE N30°43'51"W, 166.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.253 ACRES OF LAND

Tax Parcel ID# 01000654-5

PARCEL P-4

PART OF LOTS 16 THROUGH 20, BLOCK 3, BRUSH SUBDIVISION OF PART OF PARK LOT 11, AND PART OF BRUSH FARM, EAST OF AND ADJOINING, AS RECORDED IN LIBER 1, PAGE 253 PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY. MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE N59°16'09"E, 488.53 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N59°16'09"E, 21.47 FEET; THENCE S30°53'33"E, 166.89 FEET TO THE NORTH LINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID LINE, S59°16'15"W, 19.96 FEET; THENCE N30°43'55"W, 44.08 FEET; THENCE S59°16'05"W, 18.72 FEET; THENCE N30°51'00"W, 27.46 FEET; THENCE N59°08'32"E, 17.96 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.46 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 79°20'57", AND A CHORD BEARING N81°03'22"W, 3.19 FEET; THENCE S59°16'09"W, 18.91 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING S14°16'09"W, 3.54 FEET; THENCE S30°47'30"E, 15.33 FEET; THENCE S59°16'05"W, 64.00 FEET; THENCE N30°47'30"W, 15.33 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING N75°43'51"W, 3.54 FEET; THENCE S59°16'09"W, 47.99 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 3.93 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 90°00'00". AND A CHORD BEARING S14°16'09"W, 3.54 FEET; THENCE S30°47'18"E, 15.34 FEET; THENCE S59°16'05"W, 34.80 FEET; THENCE N16°59'35"W, 5.56 FEET; THENCE N43°45'23"W, 34.66 FEET; THENCE N59°16'09"E, 6.47 FEET; THENCE N30°43'51"W, 1.93 FEET; THENCE N59°15'58"E, 172.00 FEET; THENCE N30°44'02"W, 23.50 FEET; THENCE N59°15'58"E, 3.00 FEET; THENCE N30°44'02"W, 11.83 FEET; THENCE S59°50'40"W, 0.50 FEET; THENCE N30°44'02"W, 34.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.229 ACRES OF LAND.

Tax Parcel ID# 01000649-51

PARCEL M-1

PART OF LOTS 6, 7, 17, 18 AND A VACATED ALLEY (20 FT WIDE), BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N33°26'41"W, 354.42 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 320.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N59°16'09"E, 32.46 FEET; THENCE S30°36'45"E, 71.55 FEET; THENCE S59°04'44"W, 12.07 FEET; THENCE S01°11'41"E, 38.64 FEET; THENCE N88°48'19"E, 6.71 FEET; THENCE S01°11'41"E, 2.88 FEET; THENCE N58°11'40"E, 5.36 FEET; THENCE S30°43'51"E, 56.09 FEET; THENCE S59°16'09"W, 12.10 FEET; THENCE S00°57'17"E, 23.04 FEET; THENCE N58°02'10"E, 4.38 FEET; THENCE S30°43'51"E, 55.79 FEET; THENCE S27°46'22"E, 2.02 FEET; THENCE S41°20'34"W, 16.25 FEET; THENCE S31°01'41"E, 22.03 FEET; THENCE N41°20'34"E, 13.74 FEET; THENCE S30°58'37"E, 86.49 FEET TO THE NORTH LINE OF SAID ALFRED STREET; THENCE ALONG SAID LINE, S59°16'09"W, 34.60 FEET; THENCE N30°43'51"W, 33.97 FEET; THENCE N59°16'09"E, 3.00 FEET; THENCE N30°43'51"W, 11.33 FEET; THENCE S59°16'09"W, 3.00 FEET; THENCE N30°43'51"W, 27.54 FEET; THENCE N28°59'52"E, 11.46 FEET; THENCE N31°01'41"W, 22.03 FEET; THENCE S41°20'34"W, 4.71 FEET; THENCE N30°43'51"W, 67.91 FEET; THENCE N59°46'00"E, 11.21 FEET; THENCE N00°48'37"E, 23.47 FEET; THENCE S59°16'09"W, 5.48 FEET; THENCE N30°43'51"W, 55.48 FEET; THENCE N58°11'40"E, 5.81 FEET; THENCE N01°55'23"W, 45.40 FEET; THENCE S59°05'26"W, 8.24 FEET; THENCE N30°49'55"W, 48.34 FEET; THENCE N59°10'05"E, 2.17 FEET; THENCE N30°49'55"W, 23.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.231 ACRES OF LAND.

Tax Parcel ID# 01000693-5

PARCEL M-2

PART OF LOTS 16 AND 17, BLOCK 3, BRUSH SUBDIVISION OF PART OF PARK LOT 11, AND PART OF BRUSH FARM, EAST OF AND ADJOINING, AS RECORDED IN UBER 1, PAGE 253 PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE N59°16'09"E, 281.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N59°16'09"E, 32.42 FEET; THENCE S30°44'02"E, 34.67 FEET; THENCE S59°15'58"W, 3.00 FEET; THENCE S30°44'02"E, 11.33 FEET; THENCE N59°15'58"E, 3.00 FEET; THENCE S30°44'02"E, 24.00 FEET; THENCE S30°43'51"E, 1.93 FEET; THENCE S59°16'09"W, 6.47 FEET; THENCE S43°45'23"E, 34.66 FEET; THENCE S16°59'35"E, 5.56 FEET; THENCE N59°16'05"E, 6.65 FEET; THENCE S30°43'55"E, 55.79 FEET TO THE NORTH LINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID NORTH LINE, S59°16'08"W, 25.33 FEET; THENCE N30°43'55"W, 55.79 FEET; THENCE N59°21'59"E, 8.37 FEET; THENCE N20°25'34"W, 5.45 FEET; THENCE N43°50'33"W, 34.73 FEET; THENCE S59°16'09"W, 15.21 FEET; THENCE N30°43'51"W, 1.93 FEET; THENCE N30°44'02"W, 24.00 FEET; THENCE N59°15'58"E, 3.00 FEET; THENCE N30°44'02"W, 11.33 FEET; THENCE S59°15'58"W, 3.00 FEET; THENCE N30°44'02"W, 34.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.094 ACRES OF LAND.

Tax Parcel ID# 01000652-3

PARCELS TH-1, TH-2, TH-3, TH-4, TH-5, CH-1, CH-3, CH-4, CH-5, CH-6:

“UNITS 1 THROUGH 93, BOTH INCLUSIVE, OF “CITY MODERN” A CONDOMINIUM LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED (“MASTER DEED”) THEREOF, RECORDED ON OCTOBER 11, 2017 IN LIBER 53996, AT PAGE 876, FIRST AMENDMENT TO MASTER DEED THEREOF, RECORDED ON DECEMBER 21, 2017 IN LIBER 54133, AT PAGE 779, SECOND AMENDMENT TO MASTER DEED THEREOF, RECORDED ON JANUARY 18, 2018 IN LIBER 54174, AT PAGE 359, THIRD AMENDMENT TO MASTER DEED THEREOF, RECORDED ON JUNE 22, 2018 IN LIBER 54472, AT PAGE 1362, FOURTH AMENDMENT TO MASTER DEED THEREOF, RECORDED ON SEPTEMBER 26, 2018 IN LIBER 54639, AT PAGE 438, FIFTH AMENDMENT TO MASTER DEED THEREOF, RECORDED ON OCTOBER 19, 2018 IN LIBER 54678, AT PAGE 1403, SIXTH AMENDMENT TO MASTER DEED THEREOF, RECORDED ON AUGUST 5, 2019 IN LIBER 55196, AT PAGE 1163, SEVENTH AMENDMENT TO MASTER DEED THEREOF, RECORDED ON MARCH 4, 2020 IN LIBER 55616, AT PAGE 770 AND EIGHTH AMENDMENT TO MASTER DEED THEREOF, RECORDED ON JULY 7, 2020 IN LIBER 55824, AT PAGE 1429, NINTH AMENDMENT TO MASTER DEED RECORDED ON NOVEMBER 13, 2020 IN LIBER 56099 AT PAGE 1160, TENTH AMENDMENT TO MASTER DEED RECORDED ON JUNE 1, 2021 IN LIBER 56780 AT PAGE 1354, ELEVENTH AMENDMENT TO MASTER DEED RECORDED ON DECEMBER 3, 2021 IN LIBER

57239 AT PAGE 856, AND THE TWELFTH AMENDMENT TO MASTER DEED RECORDED ON FEBRUARY 25, 2022 IN LIBER 57425 AT PAGE 976, WAYNE COUNTY RECORDS, AND ALSO KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1072.

Tax Parcel ID#s 01000673.001 – 01000673.085 AND 01000673.097 - 01000673104

PARCEL TH-6

“UNITS 1 THROUGH 12, BOTH INCLUSIVE,” OF “**CITY MODERN EDMUND TH CONDOMINIUM**”, A CONDOMINIUM LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED THEREOF AS RECORDED IN LIBER 56711 OF DEEDS AT PAGE 1287, WAYNE COUNTY RECORDS, AND ALSO KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1166.

Tax Parcel ID#s 01000696.001 – 01000696.012

PARCEL E-1

“UNITS 1 AND 2 OF **RGH CONDOMINIUM**”, A CONDOMINIUM LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED THEREOF AS RECORDED IN LIBER 55617 OF DEEDS AT PAGE 248, WAYNE COUNTY RECORDS, AND ALSO KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1142.

Tax Parcel ID#s 01000670.001 – 01000670.002

PARCELS E-2, E-3 and E-4

“UNITS 1 THROUGH 5, BOTH INCLUSIVE, OF **CITY MODERN HISTORIC HOMES CONDOMINIUM**”, A CONDOMINIUM LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED THEREOF AS RECORDED IN LIBER 56984 OF DEEDS AT PAGE 1217, WAYNE COUNTY RECORDS, AND ALSO KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1178.

Tax Parcel ID#s 01000675.001 – 01000675.005

PARCEL H-1

PART OF LOTS 4 AND 5, BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET

WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N59°16'09"E, 339.17 FEET TO THE POINT OF BEGINNING; THENCE N30°43'51"W, 67.01 FEET; THENCE N59°20'48"E, 70.88 FEET; THENCE S30°43'51"E, 66.91 FEET TO THE NORTHERLY LINE OF SAID ALFRED STREET; THENCE ALONG SAID LINE, S59°16'09"W, 70.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.109 ACRES OF LAND.

Tax Parcel ID# 01000680-5

PARCEL A-1

ALL OF LOT 12 AND PART OF LOT 13, BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE N33°26'41"W, 187.22 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING N33°26'41"W, 167.20 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 70.05 FEET; THENCE S30°43'51"E, 167.01 FEET; THENCE S59°16'09"W, 62.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.253 ACRES OF LAND.

Tax Parcel ID# 01000699-700

PARCEL A-2

ALL OF LOT 23 AND PART OF LOT 22, BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N33°26'41"W, 354.42 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 557.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, N59°16'09"E, 71.29 FEET TO THE WESTERLY LINE OF BRUSH STREET (60 FEET WIDE); THENCE ALONG SAID WESTERLY LINE, S27°04'01"E, 167.35 FEET; THENCE S59°16'09"W, 60.59 FEET; THENCE N30°43'51"W, 167.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.253 ACRES OF LAND.

Tax Parcel ID# 01000687-8

PARCEL A-3

UNITS 1 THROUGH 3, BOTH INCLUSIVE, OF **124 ALFRED, A CONDOMINIUM** ACCORDING TO THE MASTER DEED RECORDED IN LIBER 54660, PAGES 652 THROUGH 716, BOTH INCLUSIVE, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1105, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACT OF 1978, AS AMENDED.

Tax Parcel ID #s 01000657.001 – 01000567.003

PARCEL A-4

ALL OF LOT 11 AND PART OF LOT 12, BLOCK 3, BRUSH SUBDIVISION OF PART OF PARK LOT 11, AND PART OF BRUSH FARM, EAST OF AND ADJOINING, AS RECORDED IN LIBER 1, PAGE 253 PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE N59°16'09"E, 70.46 FEET; THENCE S30°43'51"E, 166.89 FEET TO THE NORTH LINE OF A VACATED PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID LINE, S59°16'09"W, 62.55 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE, N33°26'41"W, 167.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.255 ACRES OF LAND.

Tax Parcel ID# 01004055.006

PARCEL A-5

ALL OF LOT 21, BLOCK 3, BRUSH SUBDIVISION OF PART OF PARK LOT 11, AND PART OF BRUSH FARM, EAST OF AND ADJOINING, AS RECORDED IN LIBER 1, PAGE 253 PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID SOUTHERLY LINE N59°16'09"E, 510.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N59°16'09"E, 72.67 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BRUSH STREET (60 FEET WIDE); THENCE ALONG SAID WESTERLY LINE, S27°04'01"E, 167.23 FEET TO THE NORTH LINE OF A VACATED PUBLIC ALLEY (20 FT WIDE); THENCE ALONG

SAID NORTH LINE, S59°16'09"W, 61.51 FEET; THENCE N30°53'33"W, 166.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.257 ACRES OF LAND.

Tax Parcel ID# 01000647-8

PARCEL A-6

ALL OF LOT 1 AND 2, BLOCK E, BRUSH SUBDIVISION OF PART OF PARK LOT 11 AND PART OF BRUSH FARM EAST OF AND ADJOINING, AS RECORDED IN LIBER 1, PAGE 253 OF PLATS, WAYNE COUNTY RECORDS, ALSO ALL OF LOTS 40, 41 AND 48 THROUGH 50, AND PART OF LOTS 46, 47 OF CRANE AND WESSON'S, PLAT OF THE SUBDIVISION OF OUTLOTS 176 & 178 LAMBERT BEAUBIEN FARM, LIBER 37, PAGE 488 OF DEEDS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ALFRED STREET (VARIABLE WIDTH) AND THE EASTERLY RIGHT OF WAY LINE OF BRUSH STREET (60 FEET WIDE), ALSO BEING THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE, N62°55'09"E, 90.67 FEET; THENCE N27°04'01"W, 10.00 FEET; THENCE N62°55'09"E, 142.50 FEET; THENCE S27°04'04"E, 73.60 FEET; THENCE S62°55'09"W, 24.23 FEET; THENCE S27°04'04"E, 26.40 FEET; THENCE S62°55'09"W, 39.42 FEET; THENCE S27°04'04"E, 100.00 FEET TO THE NORTHERLY LINE OF DIVISION STREET (40 FT WIDE); THENCE ALONG SAID NORTHERLY LINE, S62°55'09"W, 169.53 FEET TO THE EASTERLY LINE OF BRUSH STREET (50 FT WIDE); THENCE ALONG SAID EASTERLY LINE, N27°04'01"W, 190.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.889 ACRES OF LAND.

Tax Parcel ID# 01003814-5

PARCEL D-2

PART OF LOTS 18 THROUGH 22, BLOCK 6, BRUSH SUBDIVISION OF PART OF PARK LOTS 12 AND 13 AND PART OF THE BRUSH FARM, ADJOINING AS RECORDED IN LIBER 1, PAGE 286 OF PLATS, WAYNE COUNTY RECORDS, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF SAID SUBDIVISION, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALFRED STREET (60 FEET WIDE) AND THE EASTERLY RIGHT OF WAY LINE OF JOHN R STREET (60 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N33°26'41 "W, 354.42 FEET TO THE SOUTHERLY LINE OF EDMUND PLACE (60 FEET WIDE); THENCE ALONG SAID LINE, N59°16'09"E, 352.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N59°16'09"E, 181.33 FEET; THENCE S30°55'18"E, 71.19 FEET; THENCE S59°09'21"W, 181.72 FEET; THENCE N30°36'45"W, 71.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.297 ACRES OF LAND.

Tax Parcel ID# 01000691-2

Exhibit B

MAINTENANCE AREA AND PLAN FOR IMPROVEMENTS

Maintenance area includes the rights-of-way within the following roadway segments for the existing Brush Park project in the city of Detroit: Edmund Place (60 feet wide) between John R and Brush Street, Alfred Street (60 feet wide) between Woodward Avenue and Beaubien Street, John R Street (60 feet wide) between Edmund Place and Adelaide Street, Brush Street (60 feet wide) between Edmund Place and Division Street.

Improvements within the Maintenance area include:

- An at grade encroachment into the adjacent rights-of-way for streetscape elements. A six-foot clear pedestrian accessway would be maintained on the south side of Edmund Place between John R and Brush, the north side of Alfred Street between John R and Brush, the south side of Alfred Street from 158' west of John R to 95' east of Brush, the east side of John R from Edmund to 168' south of Alfred, the west side of John R from Alfred to 168' south of Alfred, the west side of Brush Street from Edmund to 168' south of Alfred, the east side of Brush Street from Alfred to Division and the north side of Division Street from Alfred to 120' east of Alfred.
- Non-standard items in the adjacent rights-of-way such as decorative concrete, landscaping, planters, trees, tree grates, benches, uplighting, irrigation and electrical conduit, trash receptacles and bike racks.

These encroachments will not impede pedestrian or vehicular traffic. They will also not interfere with the maintenance of the public rights-of-way, including public and private utilities and Fire Department access. Detailed plans and specifications of the Maintenance Area is attached.

Related Maintenance Responsibilities

Owner agrees to maintain the Maintenance Area and to repair damage caused by Owner, its agents or invitees, until the expiration of the Term.

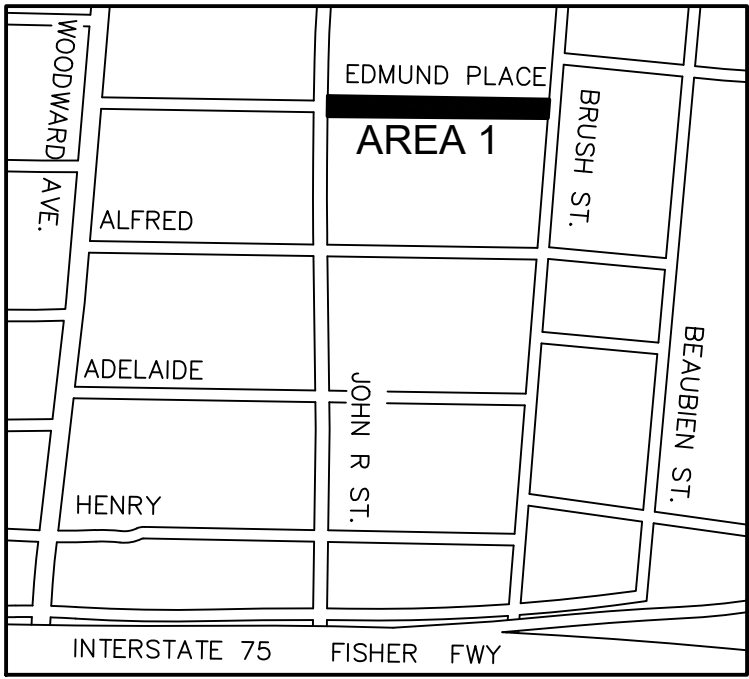
If a City agency or contractor proposes to carry out work or issue a permit allowing a private party to carry out work, in or near the Maintenance Area, the City shall notify Owner of the permit request or the City's plans, as applicable, so that Owner can comment on the possible impact of the proposed work on the Maintenance Area and Owner's maintenance activities hereunder. The City shall be responsible for (i) work in or affecting the Maintenance Area carried out by the City or its contractors or other designees of or parties authorized by the City or agency thereof (each a "City-Authorized Party"), or (ii) repair, maintenance required as a result of any damage brought about by, or other circumstances arising from, activities in or about the Maintenance Area by the

City or a City-Authorized Party performing work on facilities located in, under or adjacent to the Maintenance Area.

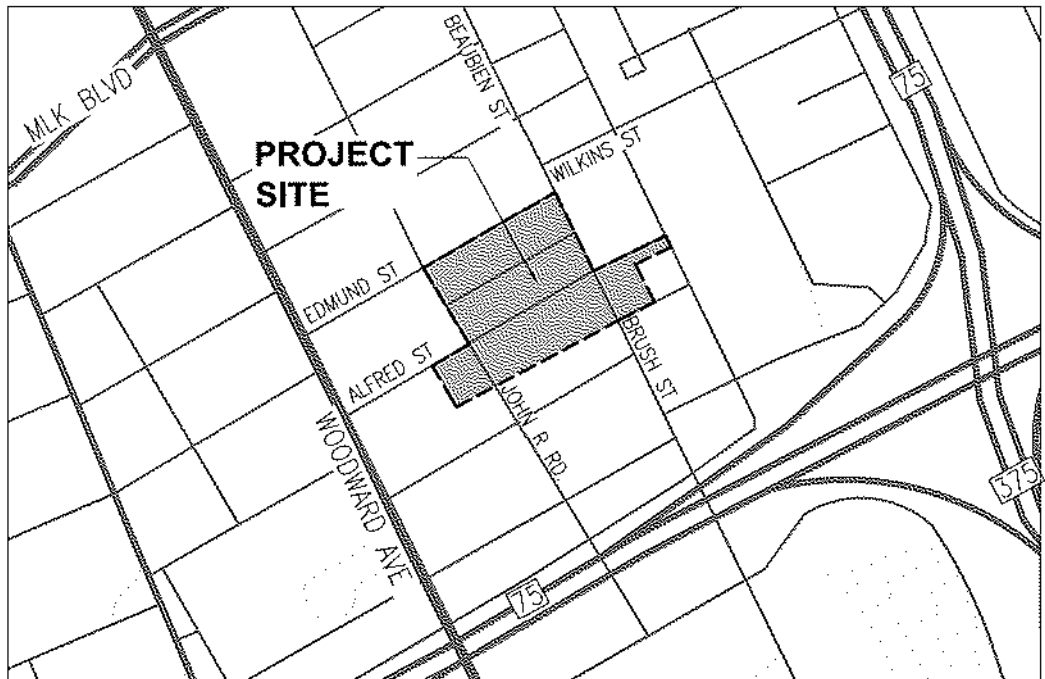
V:\18882-01D Brush Park Parcels A-B\Permits\Right of Way Encroachment\GIF Petition Materials\Encroachment Exhibit.dwg

LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
	DECORATIVE CONCRETE 'C'		
	LANDSCAPED AREA, SEE LANDSCAPE PLAN		



KEY MAP
(NOT TO SCALE)



LOCATION MAP (NTS)

**giffels
webster**

Engineers
Surveyors
Planners
Landscape Architects

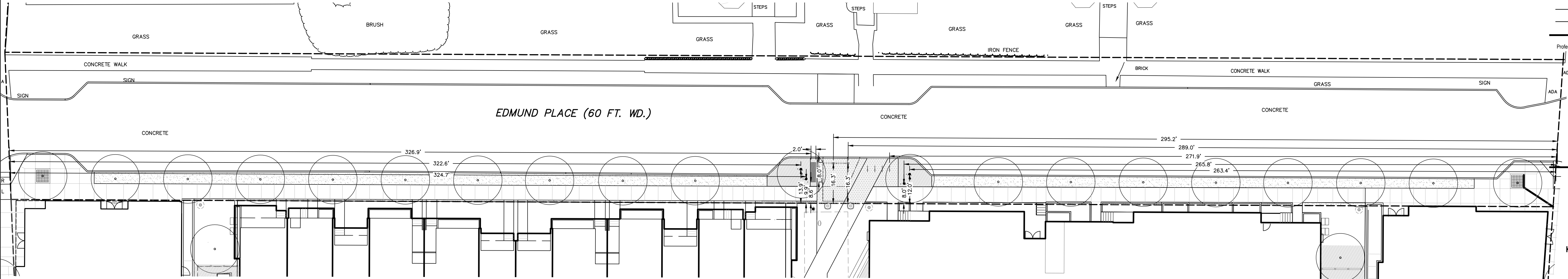
28 West Adams Road
Suite 1200
Detroit, MI 48226
p (313) 962-4442
f (313) 962-5088
www.giffelswebster.com

Executive: MWM
Manager: AN
Designer: DD
Quality Control: TET

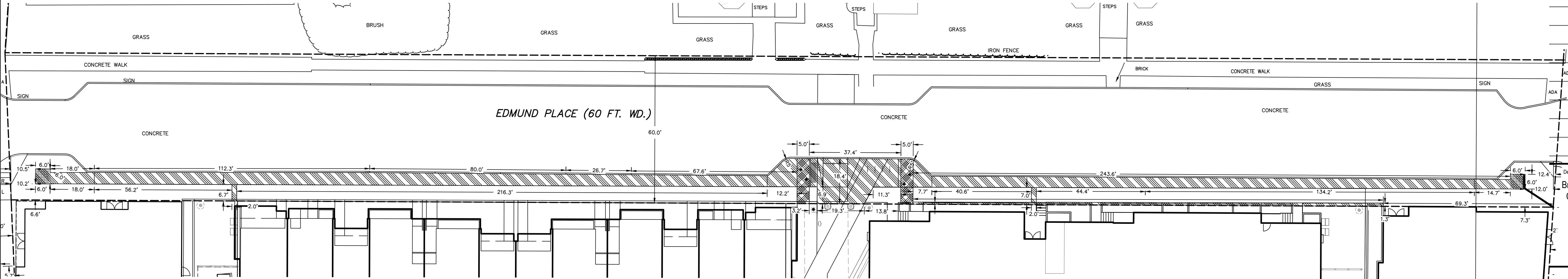
Professional Seal:

811
Know what's below.
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SITE FEATURE DIMENSIONS



ENCROACHMENT AREA DIMENSIONS



DATE:	ISSUE:
12.04.23	Petition Submittal
05.01.24	Revised Petition Submittal - Added Low Voltage Wire Encroachment Area
05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

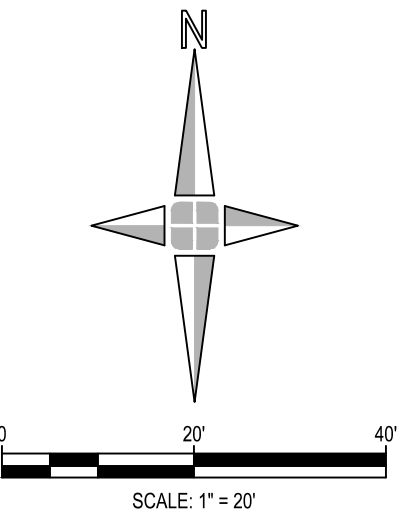
Developed For:
Brush Park Development
Company Phase I LLC
630 Woodward Avenue
Detroit, MI 48226

Encroachment
Exhibit
Area 1

Brush Park Encroachments

City of Detroit
Wayne County
MICHIGAN

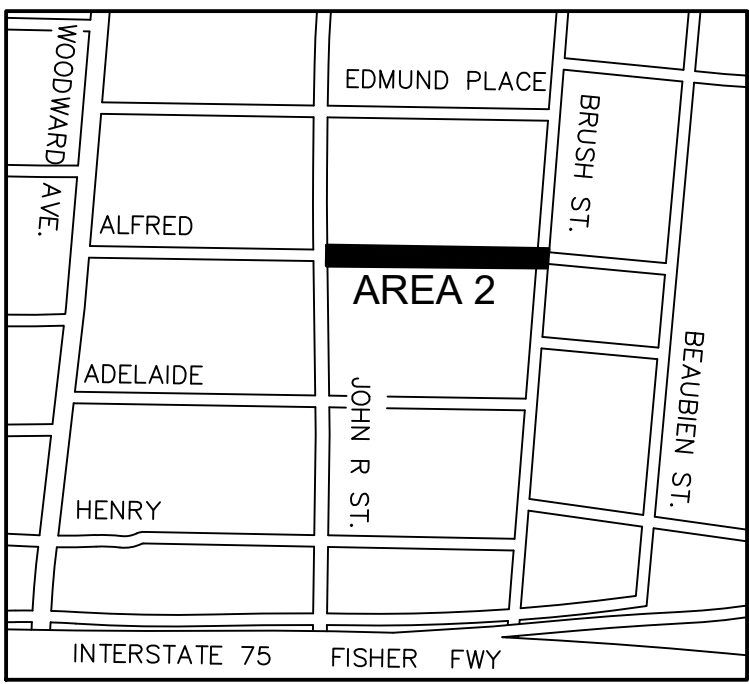
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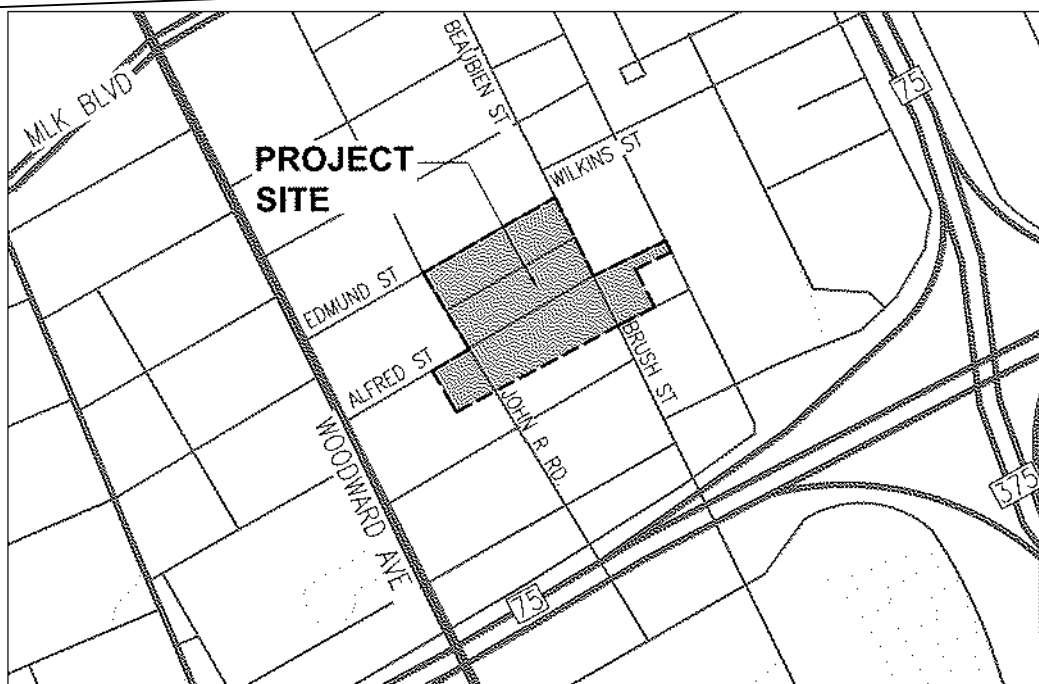
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LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
	DECORATIVE CONCRETE 'C'		
	LANDSCAPED AREA, SEE LANDSCAPE PLAN		



KEY MAP
(NOT TO SCALE)



LOCATION MAP (NTS)

**giffels
webster**

Engineers
Surveyors
Planners
Landscape Architects

28 West Adams Road
Suite 1200
Detroit, MI 48226
p (313) 962-4442
f (313) 962-5068
www.giffelswebster.com

Executive: MWM
Manager: AN
Designer: DD
Quality Control: TET

Professional Seal:



Know what's below.
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DATE:	ISSUE:
12.04.23	Petition Submittal
05.01.24	Revised Petition Submittal - Added Low Voltage Wire Encroachment Area
05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

Developed For:
Brush Park Development
Company Phase I LLC
630 Woodward Avenue
Detroit, MI 48226

Encroachment
Exhibit
Area 2

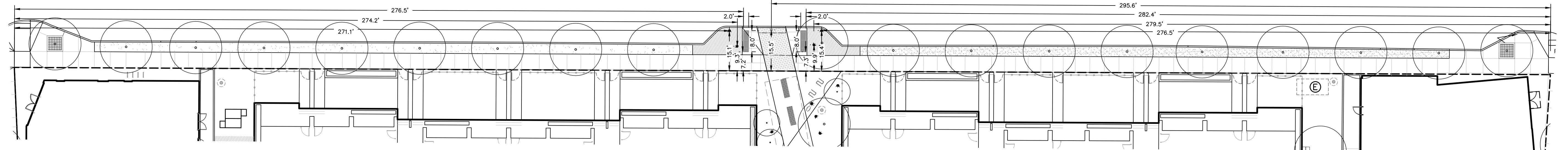
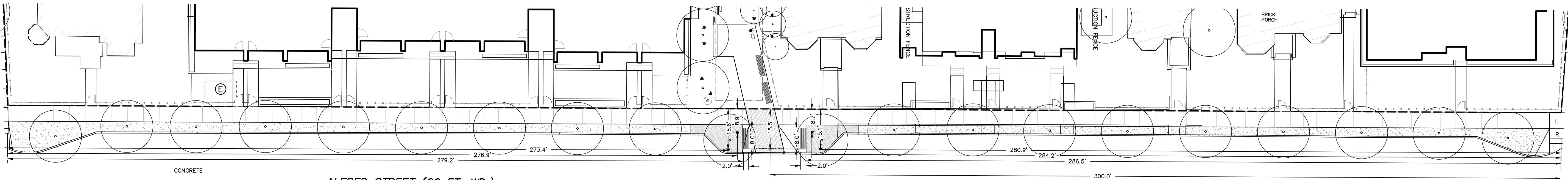
Brush Park Encroachments

City of Detroit
Wayne County
MICHIGAN

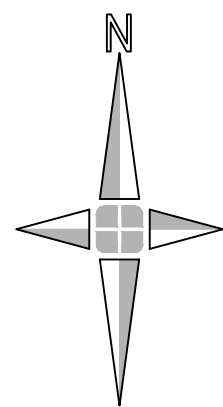
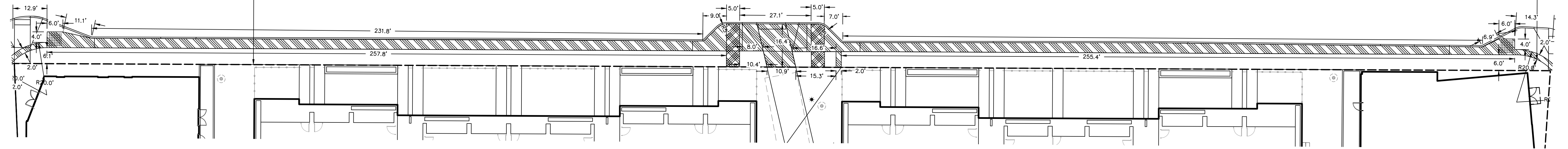
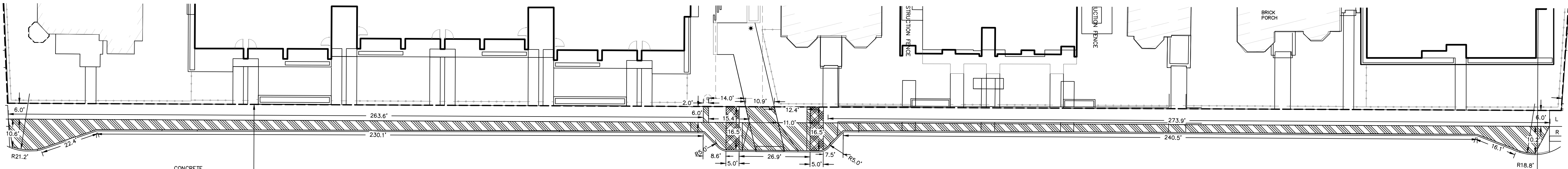
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Sheet: Area 2
Project: 18882-01D

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SITE FEATURE DIMENSIONS



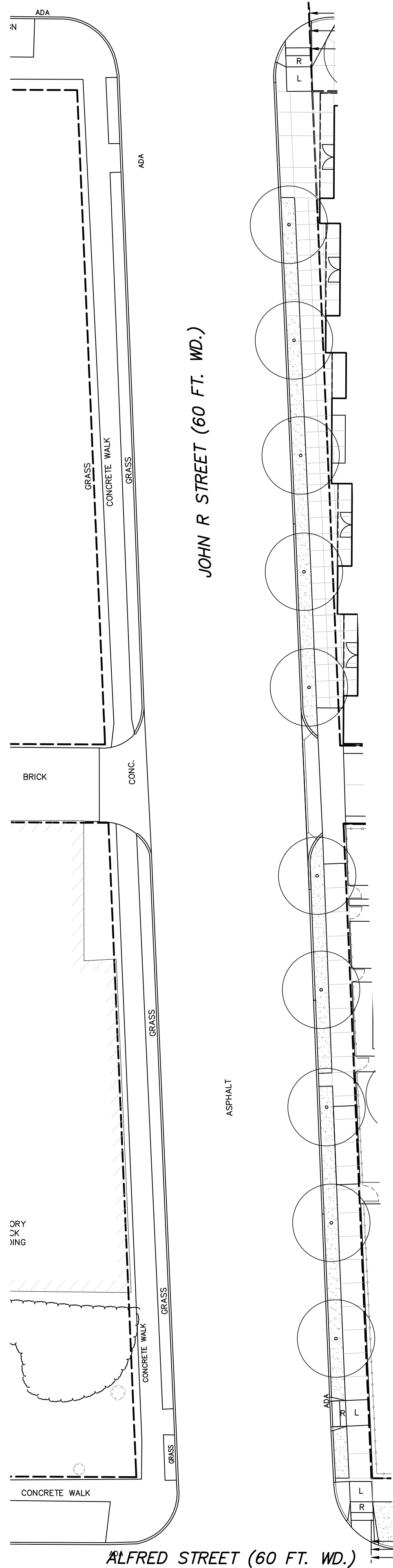
ENCROACHMENT AREA DIMENSIONS



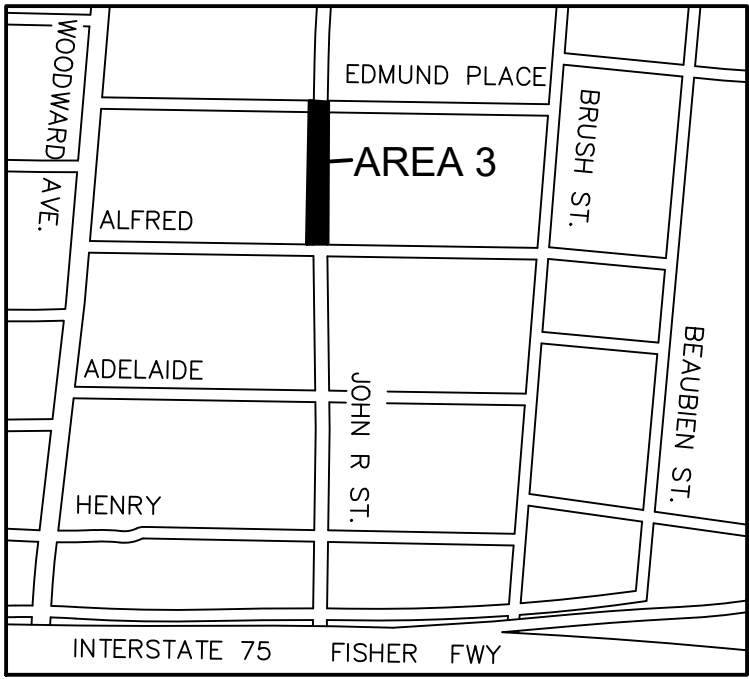
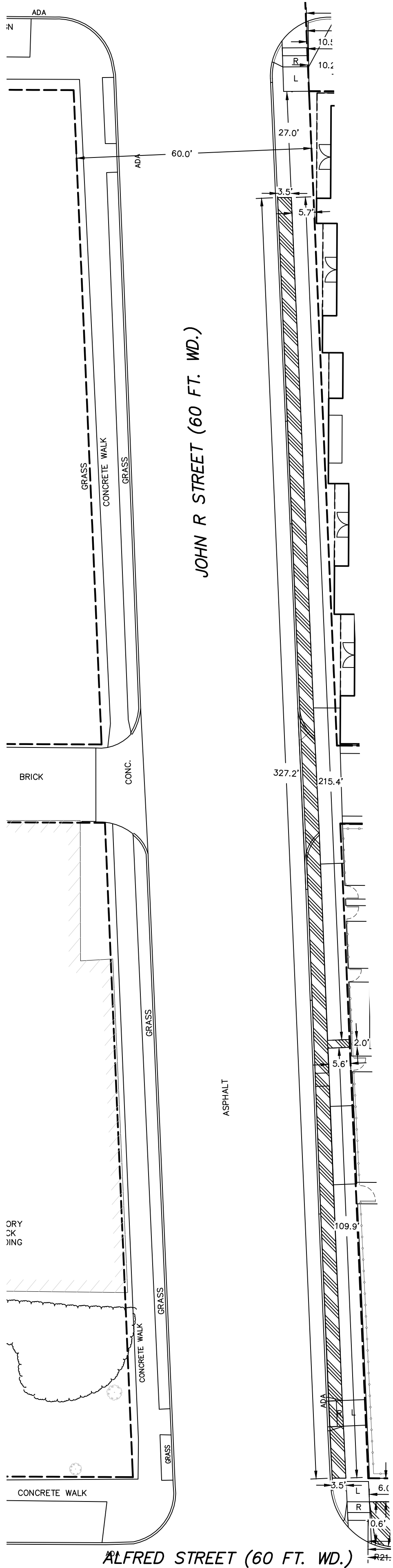
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V:\18882-01D Brush Park Parcels A-B\Permits\Right of Way Encroachment\GVI Petition Materials\Encroachment Exhibits.dwg

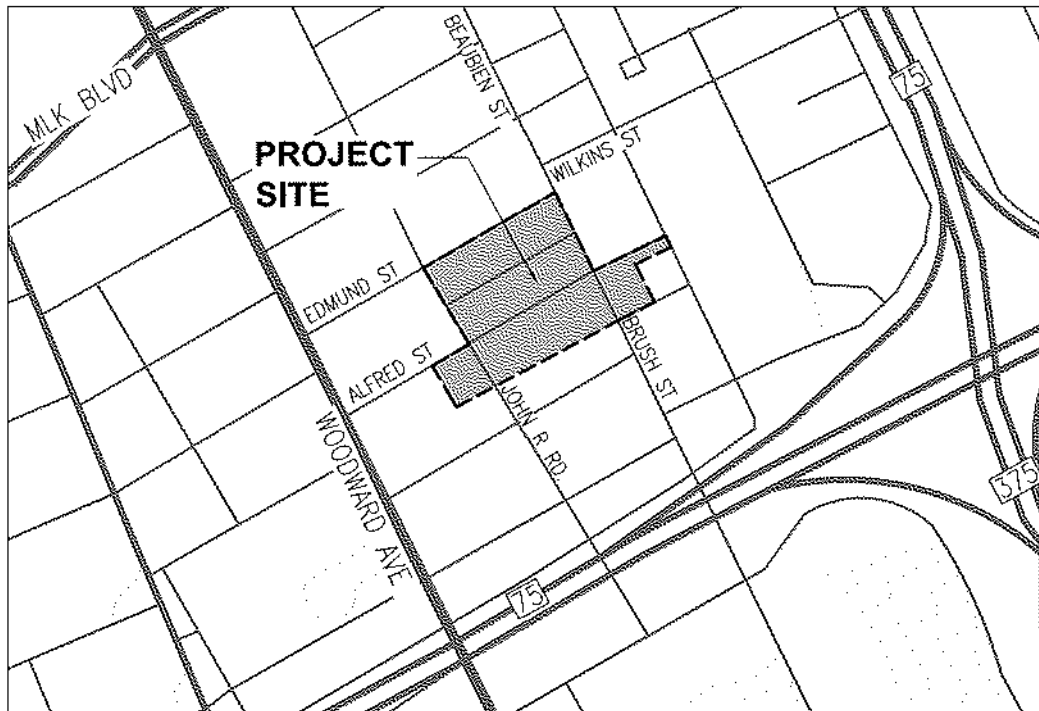
SITE FEATURE DIMENSIONS



ENCROACHMENT AREA DIMENSIONS



KEY MAP
(NOT TO SCALE)



LOCATION MAP (NTS)

LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
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	LANDSCAPED AREA, SEE LANDSCAPE PLAN		

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DATE:	ISSUE:
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05.01.24	Revised Petition Submittal - Added Low Voltage Wire Encroachment Area
05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

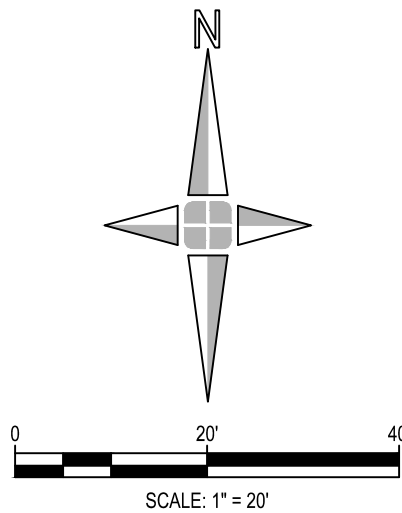
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Brush Park Development
Company Phase I LLC
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Detroit, MI 48226

Encroachment
Exhibit
Area 3

Brush Park Encroachments

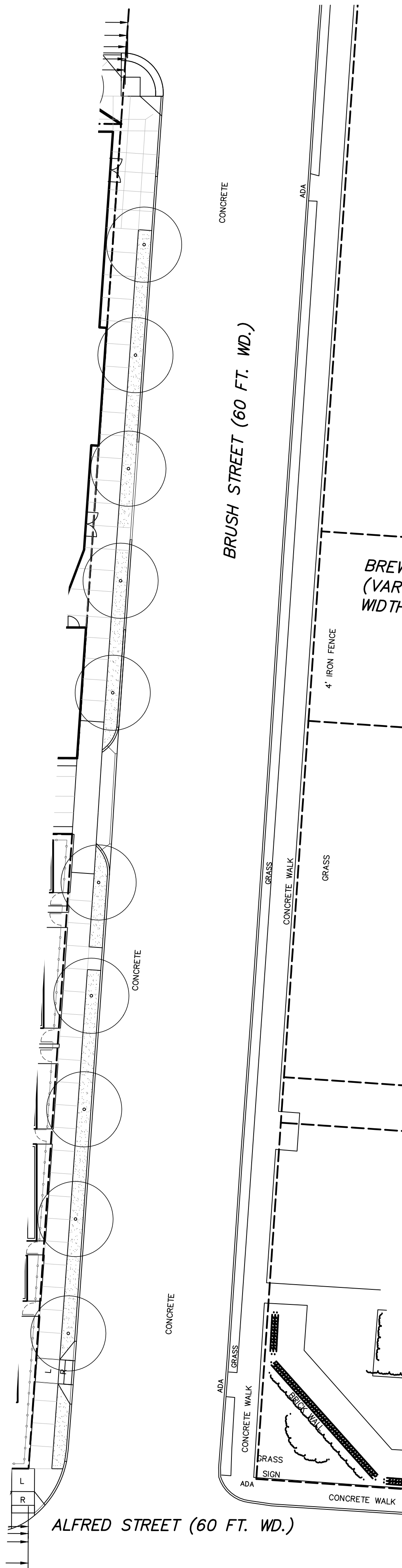
City of Detroit
Wayne County
MICHIGAN

Date: 12.04.23
Scale: 1"=20'
Sheet: Area 3
Project: 18882-01D

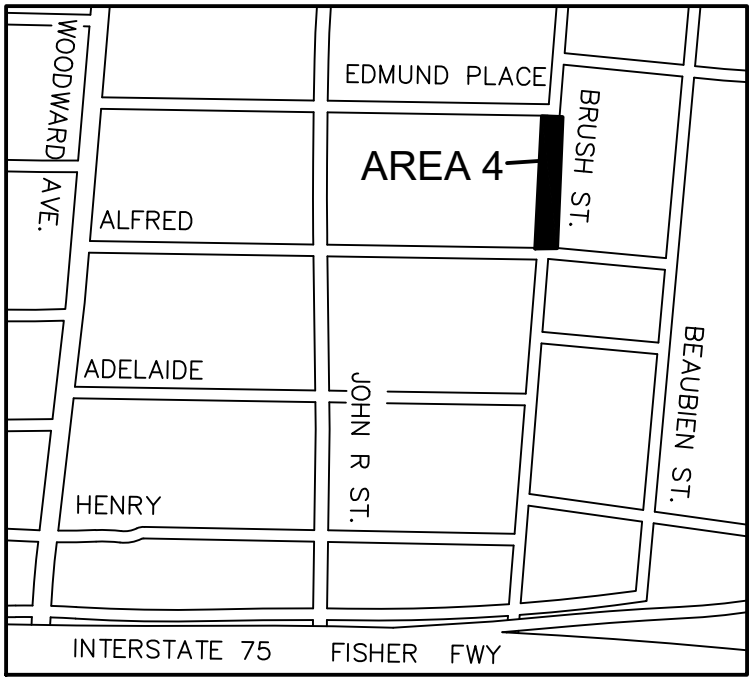
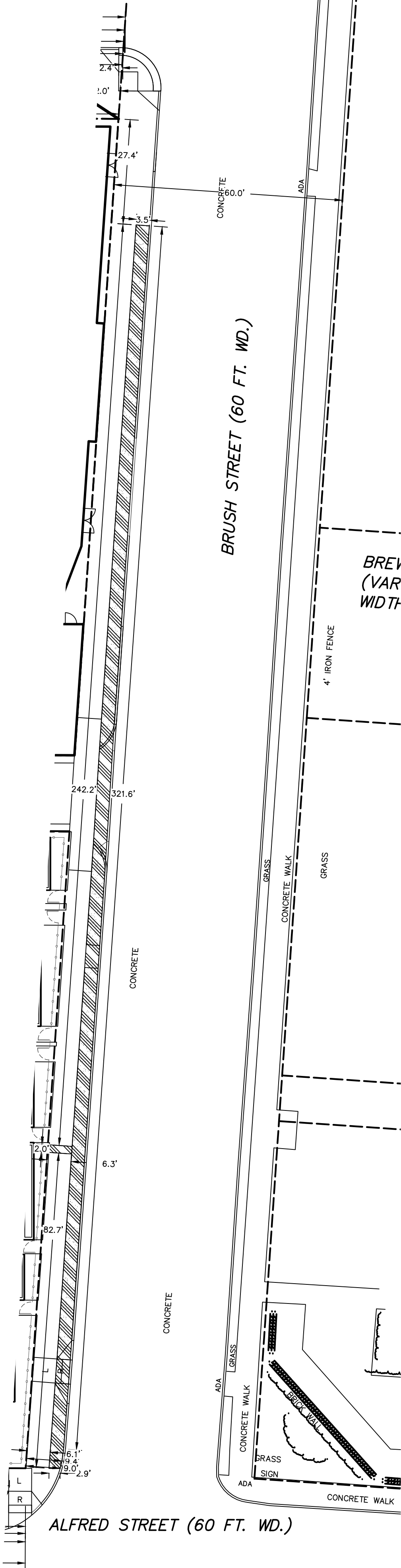


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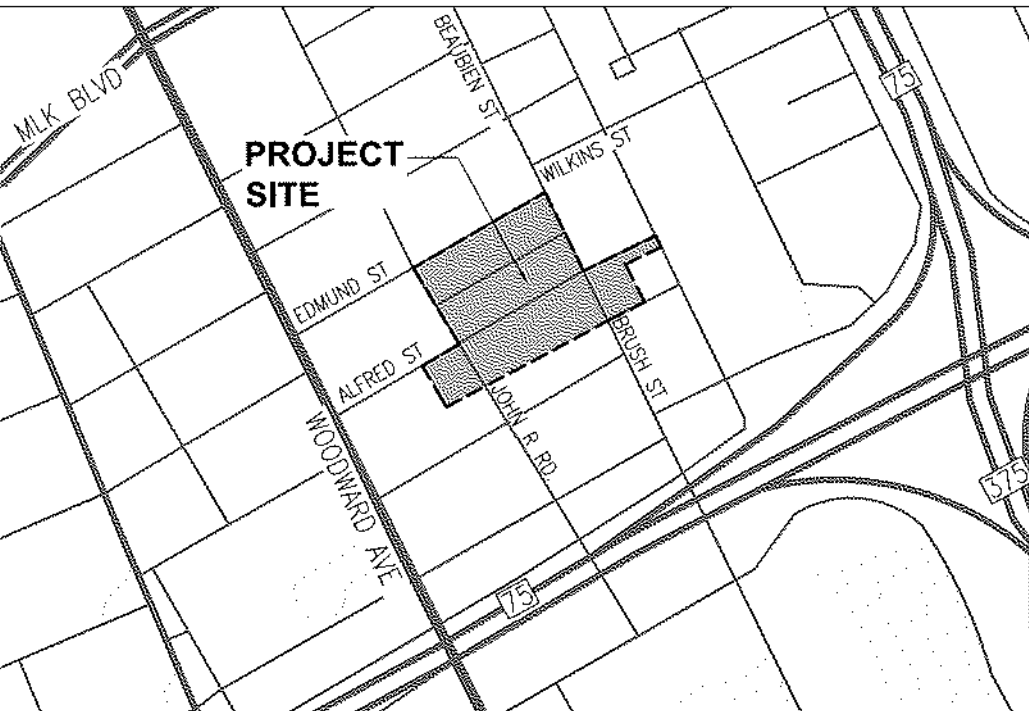
SITE FEATURE DIMENSIONS



ENCROACHMENT AREA DIMENSIONS



KEY MAP
(NOT TO SCALE)



LOCATION MAP
(NTS)

LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
	DECORATIVE CONCRETE 'C'		
	LANDSCAPED AREA, SEE LANDSCAPE PLAN		

Executive:	MWM
Manager:	AN
Designer:	DD
Quality Control:	TET

Professional Seal:



Know what's below.
Call before you dig.

DATE:	ISSUE:
12.04.23	Petition Submittal
05.01.24	Revised Petition Submittal - Added Low Voltage Wire Encroachment Area
05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

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Detroit, MI 48226

Encroachment
Exhibit
Area 4

Brush Park Encroachments

City of Detroit
Wayne County
MICHIGAN

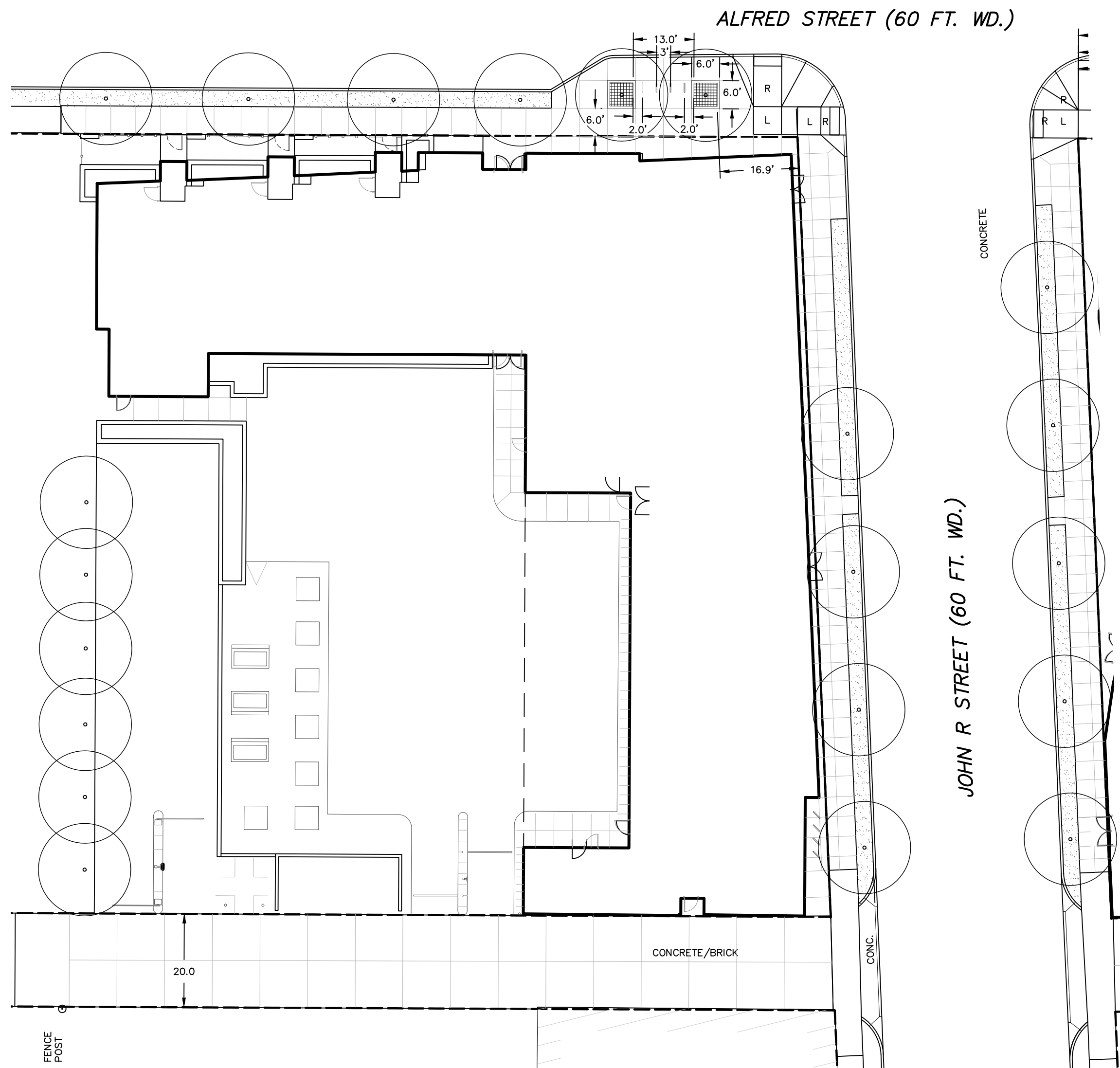
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Project:	18882-01D

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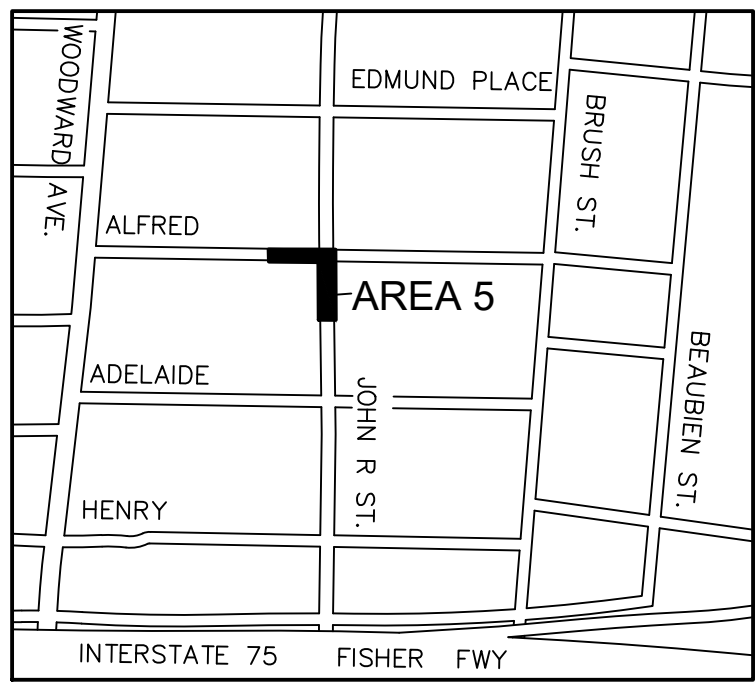
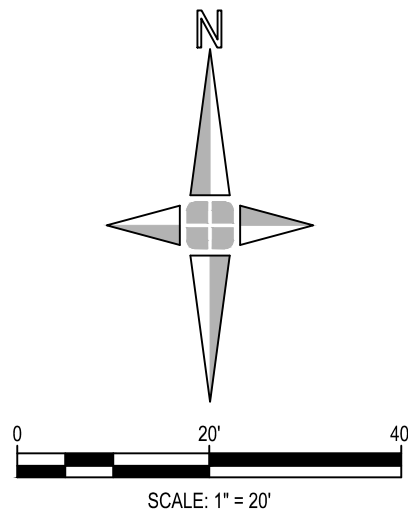
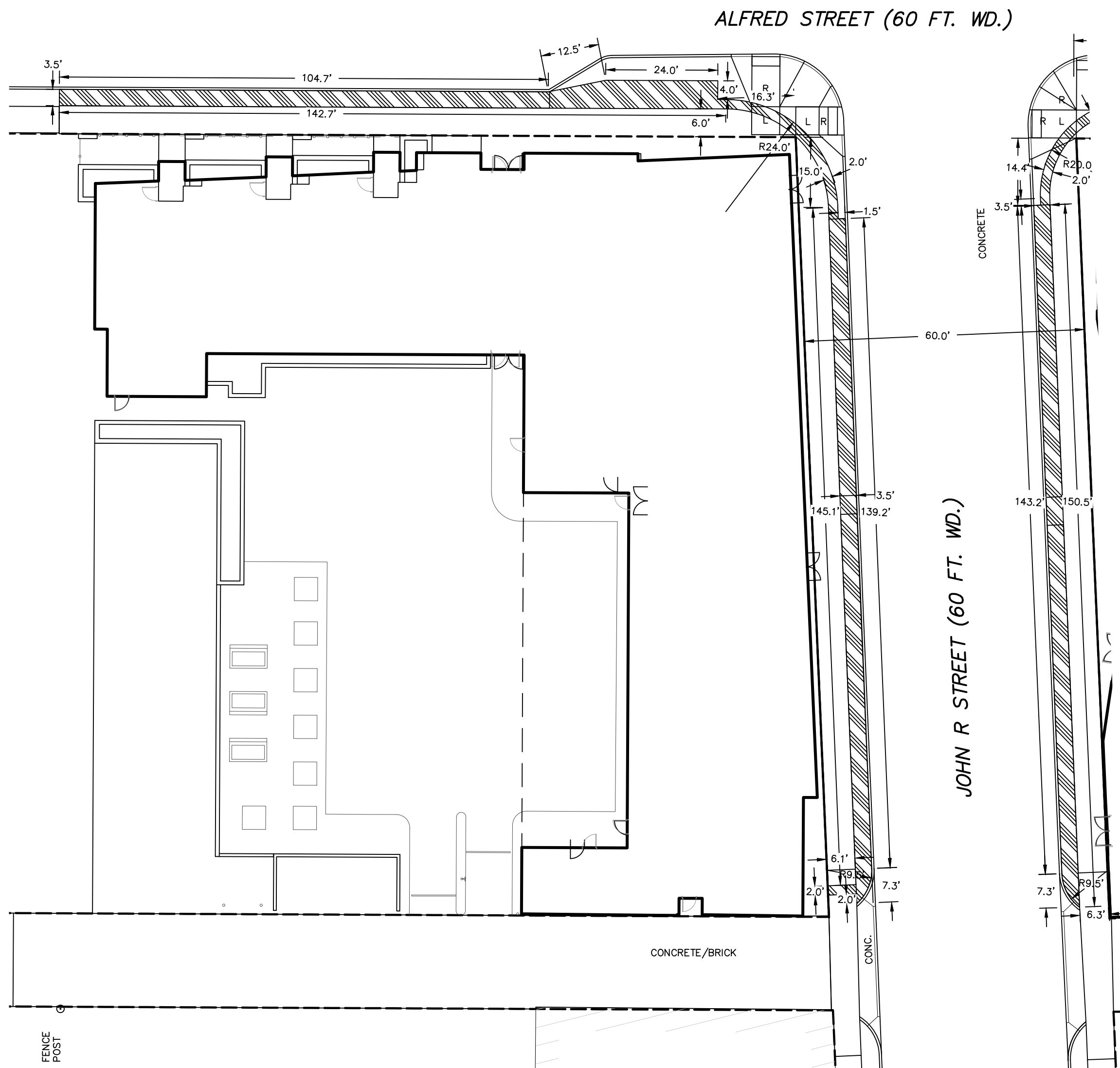
LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
	DECORATIVE CONCRETE 'C'		
	LANDSCAPED AREA, SEE LANDSCAPE PLAN		

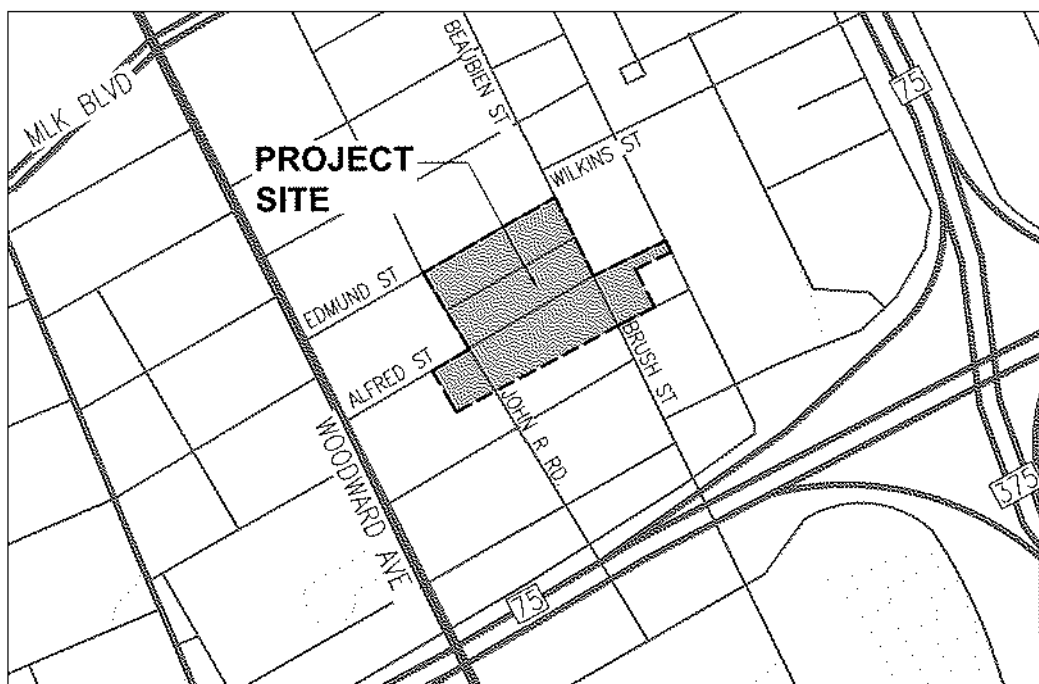
SITE FEATURE DIMENSIONS



ENCROACHMENT AREA DIMENSIONS



KEY MAP
(NOT TO SCALE)



LOCATION MAP (NTS)

giffels
webster

Engineers
Surveyors
Planners
Landscape Architects

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www.giffelswebster.com

Executive: MWM
Manager: AN
Designer: DD
Quality Control: TET

Professional Seal:



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DATE:	ISSUE:
12.04.23	Petition Submittal
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05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

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Encroachment
Exhibit
Area 5

Brush Park Encroachments

City of Detroit
Wayne County
MICHIGAN

Date: 12.04.23
Scale: 1"=20'
Sheet: Area 5
Project: 18882-01D

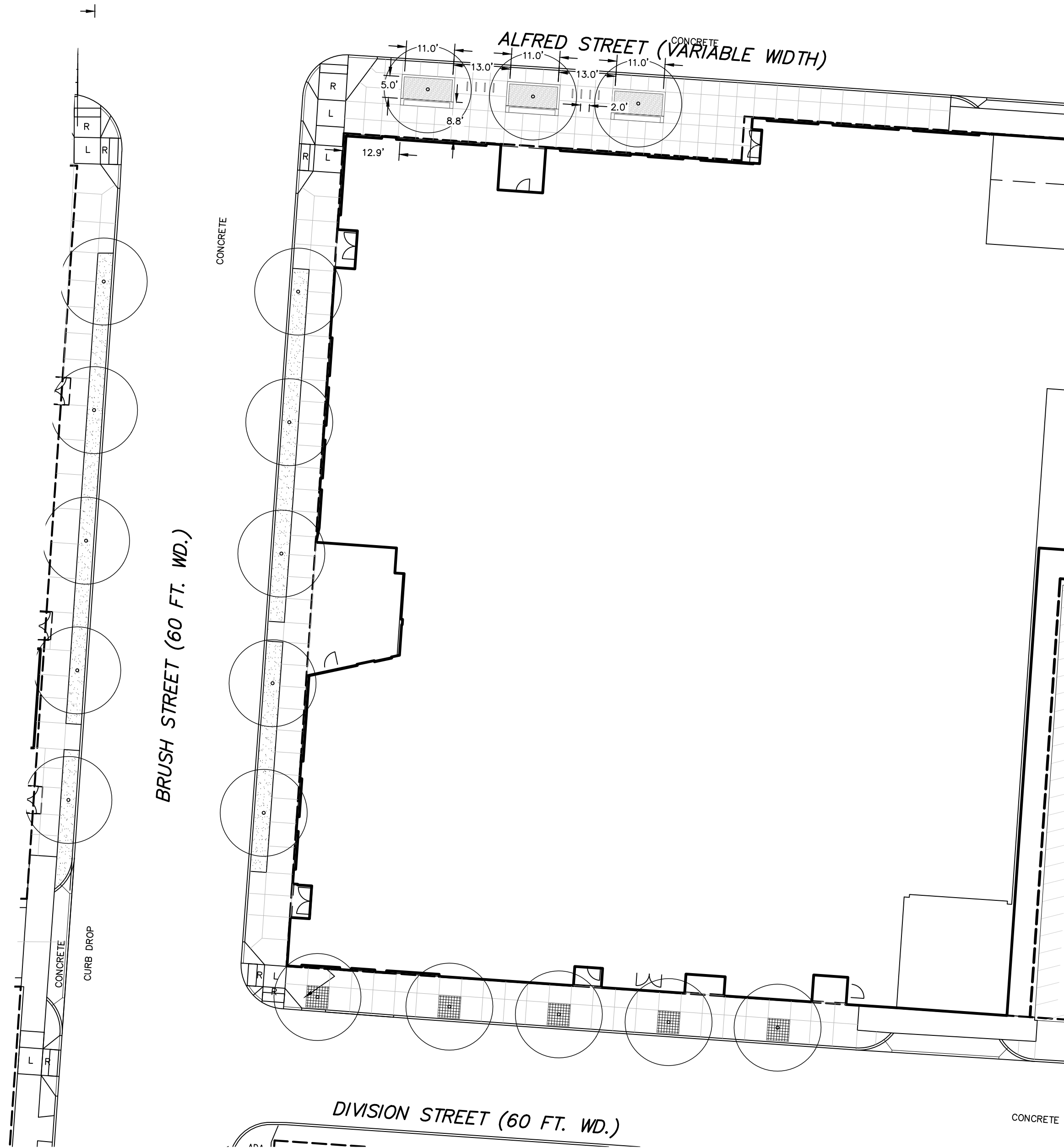
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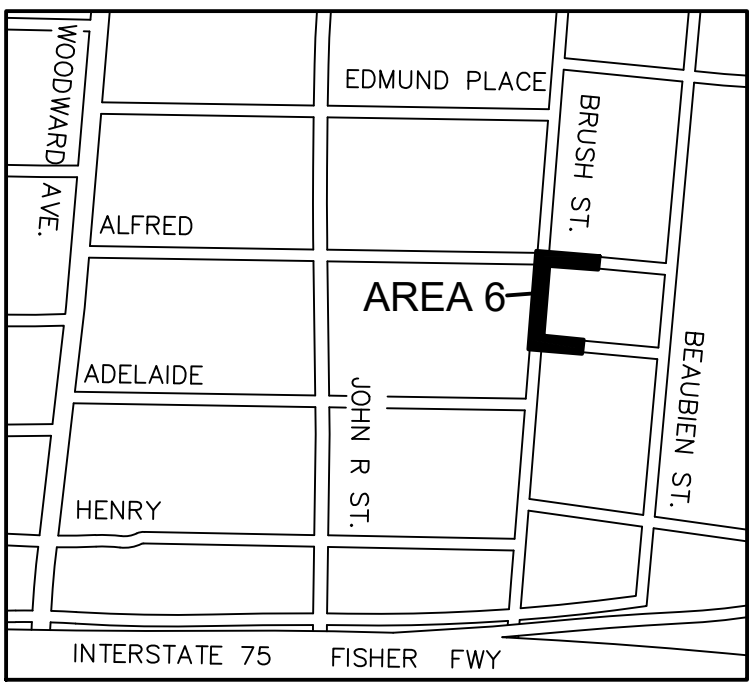
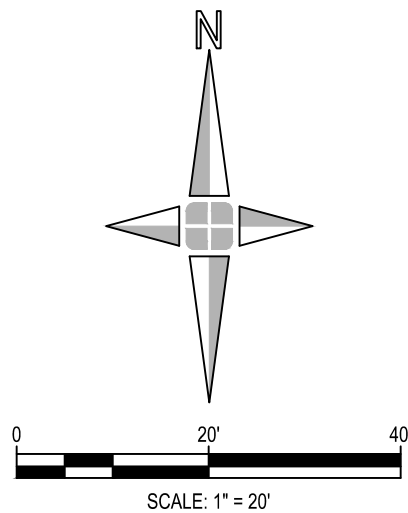
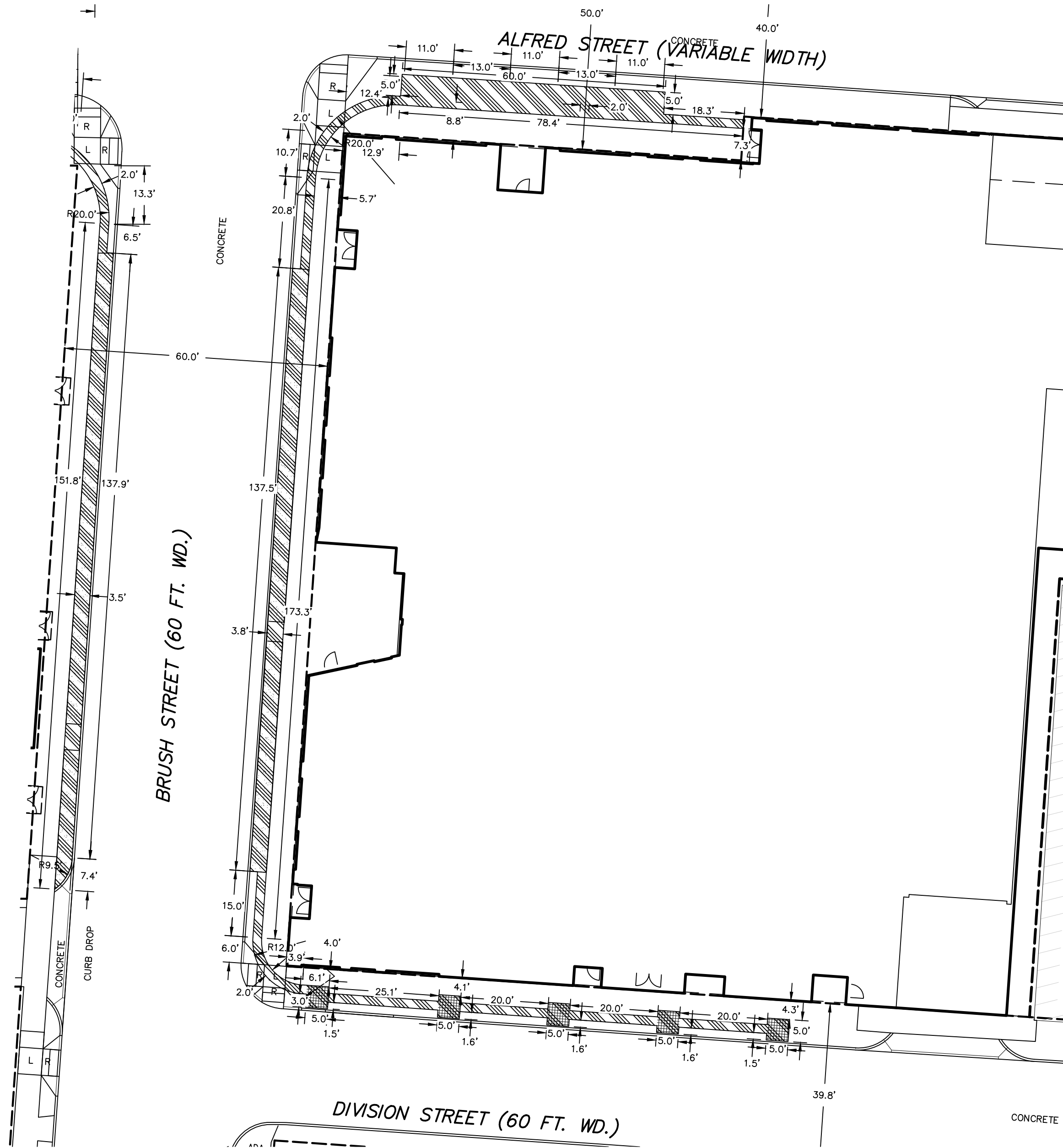
LEGEND

	PROPERTY LINE		UPLIGHT, TYP.
	PROPOSED ENCROACHMENT AREA (SURFACE TO 3' DEEP)		BENCH
	PROPOSED ENCROACHMENT AREA (LOW VOLTAGE ELECTRICAL WIRES - SURFACE TO 3' DEEP)		TRASH RECEPTACLE
	CONCRETE CURB & GUTTER		PLANTER
	LAWN		TREE
	CONCRETE WALK		TREE GRATE
	DECORATIVE CONCRETE 'A'		BIKE RACK
	DECORATIVE CONCRETE 'B'		
	DECORATIVE CONCRETE 'C'		
	LANDSCAPED AREA, SEE LANDSCAPE PLAN		

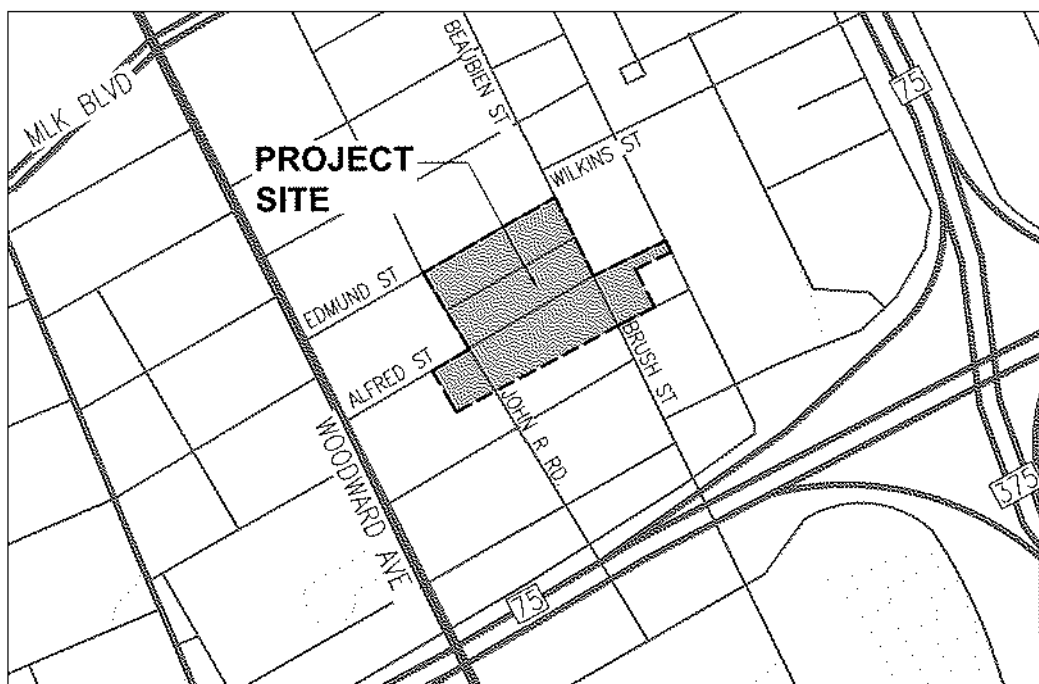
SITE FEATURE DIMENSIONS



ENCROACHMENT AREA DIMENSIONS



KEY MAP
(NOT TO SCALE)



LOCATION MAP (NTS)

**giffels
webster**

Engineers
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Quality Control: TET

Professional Seal:



DATE:	ISSUE:
12.04.23	Petition Submittal
05.31.24	Revised Petition Submittal - Added Site Feature Dimensions

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Encroachment
Exhibit
Area 6

Brush Park Encroachments

City of Detroit
Wayne County
MICHIGAN

Date: 12.04.23
Scale: 1"=20'
Sheet: Area 6
Project: 18882-01D

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DATE:	ISSUE:
05.31.24	Revised Petition Submittal - Additional Dimensions and Details

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Encroachment
Exhibit
Area 3

Brush Park Encroachments

City of Detroit
Wayne County
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Date: 05.31.24
Scale: NTS
Sheet: Detail 3
Project: 18882-01D

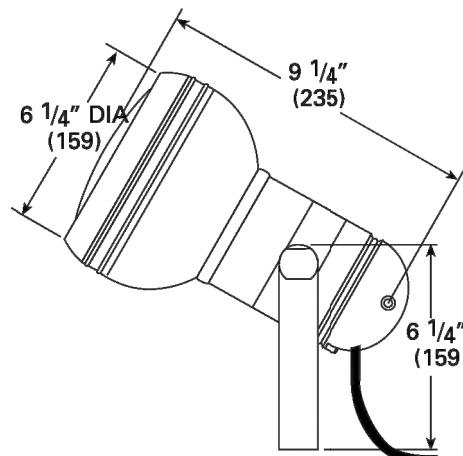
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4640 SERIES

Yoke Mount White LED Accent Light

Specifications	
L:	9 - 1/4" 235 mm
W:	6 - 1/4" 159 mm
H:	6 - 1/4" 159 mm
Weight	8 lbs



CATALOG NUMBER	
NOTES	
TYPE	

DESCRIPTION

The 4640 yoke mount accent light is uniquely designed with rugged sealed die-cast aluminum construction and an adjustable yoke. A wide range of photometric performances are available with internal and/or external glare control.

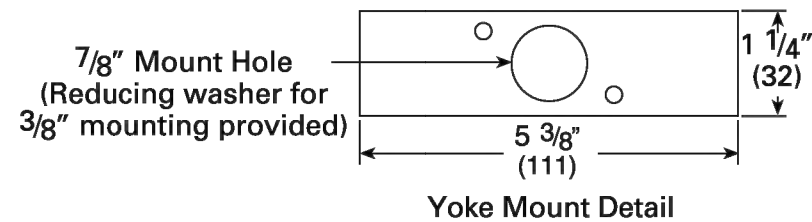
ORDERING INFORMATION

EXAMPLE: 4640 18LED WHT41K MVOLT WFL YM SMSA12 FGS10 CSL10 BL

Model	Lamp type ¹	LED Color	Voltage	Distribution	Mounting	Mounting Options ²
4640	12LED	RED	Red	NSP	Narrow Spot	JBA Alum. J-Box
	18LED	GRN	Green	MFL	Medium Flood	JBB Bronze J-Box
		BLU	Blue	FL	Flood	ARJB Architectural J-Box, Alum.
		AMBPC	Phosphor Converted Amber	WFL	Wide Flood (no optics)	SMSA_ 12"-48" Stanchion Mount, available in 6" increments.
		WHT30K	3000°K Color Temp	HSP	Horizontal Spot	PSSA Pedestal Stanchion Mount
		WHT41K	4100°K Color Temp	HFL	Horizontal Flood	WMC Wall Mount Cover
		WHT53K	5300°K Color Temp			WMSA Wall Mount with Splice Access

Mounting Options (Cont'd) ²	Accessories	Cord Set Length	Finish
TRA Tree Mounted J-Box, Alum.	Internal	CSL_ 10'-50' of cord, available in 5' increments (default of 10 feet if nothing is specified)	BL Black
TRB Tree Mounted J-Box, Bronze	IHL Internal Honeycomb Louver		BZ Bronze
_TRAS ⁴ Tree Mounted J-Box Alum. w/mt strap, available with 1-4 J-Boxes per strap	FRF Frosted Filter		DDB Dark Bronze
_TRBS ⁴ Tree Mounted J-Box Bronze w/mt strap, available with 1-4 J-Boxes per strap	External		DNA Natural Aluminum
	GS Glare Shield		GN Green
	FGS Full Glare Shield (6")		GR Gray
	FGS_ Full Glare Shield 8", 10" or 12" available		

MOUNTING DETAIL



Notes:

- 12LED = 12 chip board, 14 watts; 18LED = 18 chip board, 19 watts
- FRF filter needed with VWFL.
- See individual mounting specification sheets for conduit/drilling options.
- For multiple TRAS boxes the number of fixture heads and accessories will be equal to the number of boxes ordered.
- Add Zinc undercoat for harsh environments.



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Rev. 03/14/17
4640_YM_LED_WHITE

PERFORMANCE DATA

IP66

LUMEN OUTPUT

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Contact factory for performance data on any configurations not shown here.

	Distribution	Nema Type	Beam Angle (50%) H x V	Field Angle (10%) H x V	Watts	LPW	Delivered Lumens
18LED 3000K 80CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	53	1,000
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	54	1,000
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	48	900
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	54	1,000
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	57	1,100
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	48	950
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	45	800
18LED 4000K 70CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	90	1,700
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	91	1,700
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	79	1,500
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	90	1,700
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	96	1,900
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	80	1,600
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	77	1,400
18LED 5000K 70CRI	NSP	2 x 2	14.8 x 14.8	27.1 x 27.1	19	90	1,700
	MFL	6 x 6	35.7 x 35.7	109 x 109	19	91	1,700
	FL	5 x 5	75.8 x 56.2	95.7 x 83.4	19	79	1,500
	WFL	7 x 7	114.2 x 114.2	136.1 x 136.1	19	90	1,700
	HSP	3 x 3	20.8 x 20.8	38.9 x 38.9	20	96	1,900
	HFL	4 x 3	40.5 x 15.6	60.8 x 30.4	20	80	1,600
	VWFL	7 x 7	110.2 x 110.2	141 x 141	18	77	1,400

LED LIFE: L70/60,000 hours

OPERATING TEMPERATURE: -30°C Through 40°C

FEATURES & SPECIFICATIONS

MATERIAL: Fixture and Yoke: Die-cast copper-free aluminum alloy A360. All materials are chem-filmed or anodized prior to painting.

LED: White and Monochromatic LEDs, 18LED = 19W, 12LED = 14 watts.

VOLTAGE: MVOLT

LIGHT DISTRIBUTION: See ordering guide.

LENS: Crowned tempered glass.

POWER SUPPLY: 120-277 Integral Power Supply.

MOUNTING: Yoke Mount with a minimum of 10 ft. 18/3 STW Cord.

Cord length must be specified over 10 feet.

FINISH: Exterior parts are protected by a zinc-infused super durable TGIC, thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled

multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climates without cracking or peeling.

FASTENERS: Stainless Steel.

LISTING: IP66, U.L., C.U.L.

WARRANTY: 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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