



### Central Services Facility

313-267-8000 • [detroitmi.gov/DWSD](https://detroitmi.gov/DWSD)

## Date:

### Petition Map:

- ☐ Outright Vacation
- ☐ Conversion to Easement

- ☐ Dedication
- ☐ Encroachment

☐ Berm Use

☐ Temporary Closing

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

☐ Approved Subject to Attached Provisions

☐ Not Approved

☐ **Revise and Resubmit**

Attached is the DWSD provision related to the petition.

	Name	Title	Signature	Date
Reviewed by:			Mohammad Siddique	
Approved by:			Mohammad Siddique For Syed Ali	

## 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.



**November 13, 2024**

**Honorable Detroit City Council  
C/o Detroit City Clerk  
200 Coleman A. Young Municipal Center  
2 Woodward Avenue  
Detroit, Michigan 48226**

RE: Giffels Webster - Petition requesting encroachments of public rights-of-way.

Giffels Webster, 28 W. Adams, Suite 1200, Detroit, Michigan 48226 on behalf of Downtown Detroit Partnership, 1000 Woodward Avenue (One Campus Martius), Suite 380, Detroit, MI 48226, respectfully requests the following encroachment into the public right-of-way for Campus Martius Park which is located at the intersections of: Woodward Avenue and Michigan Avenue to the northwest, Fort Street and Woodward Avenue to the southwest, and Cadillac Square and Monroe Street to the northeast.

- Proposed encroachment for Campus Martius Park which is an oval shape with a length of 395.98' and a width of 184.00'. Park limits are such:
  - 58.84' south of the north public right-of-way
  - 56.22' west from the east public right-of-way north of Cadillac Square
  - 55.39' west from the east public right-of-way south of Cadillac Square
  - 69.00' north of the south public right-of-way
  - 52.56' east of the west public right-of-way south of Michigan Avenue
  - 85.64' east of the west public right-of-way north of Michigan Avenue

Approximate limits of the encroachment can be found in the attachment, enclosed herein.

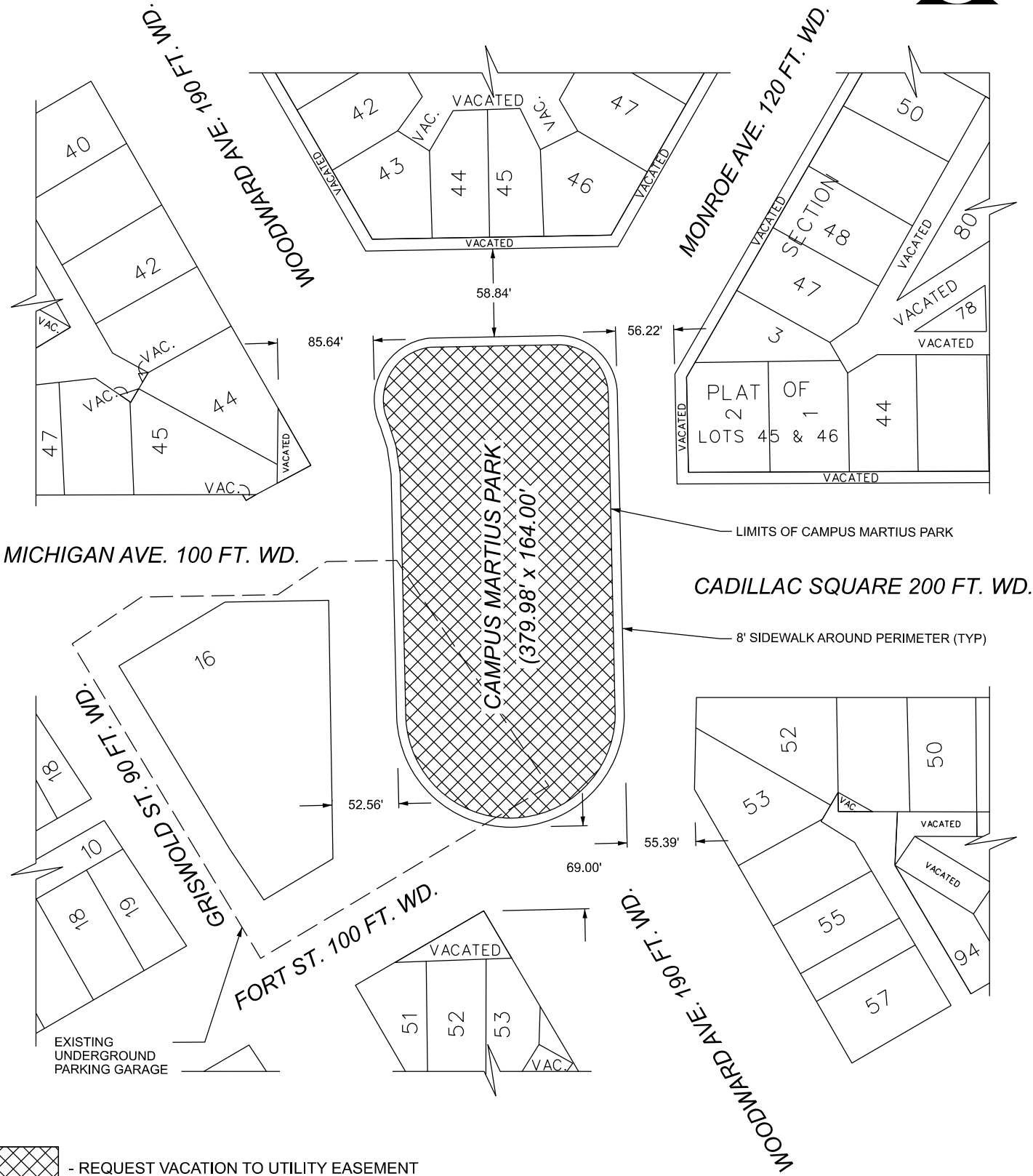
Giffels Webster has been asked to facilitate the requested encroachment. We will be working with the city of Detroit's Department of Public Works – Civil Engineering Division, and all stakeholders to achieve an encroachment that is satisfactory to all interested parties.

If you should have any questions, please do not hesitate to contact me at (P) 313.962.4442, or at [tyaseen@giffelswebster.com](mailto:tyaseen@giffelswebster.com) or Michael G. Darga, PE at (P) 313.962.4442 or [mdarga@giffelswebster.com](mailto:mdarga@giffelswebster.com).

Respectfully,

Teba Yaseen  
Staff Engineer

Michael G. Darga, P.E.  
Partner  
Giffels Webster



- REQUEST VACATION TO UTILITY EASEMENT

(FOR OFFICE USE ONLY)

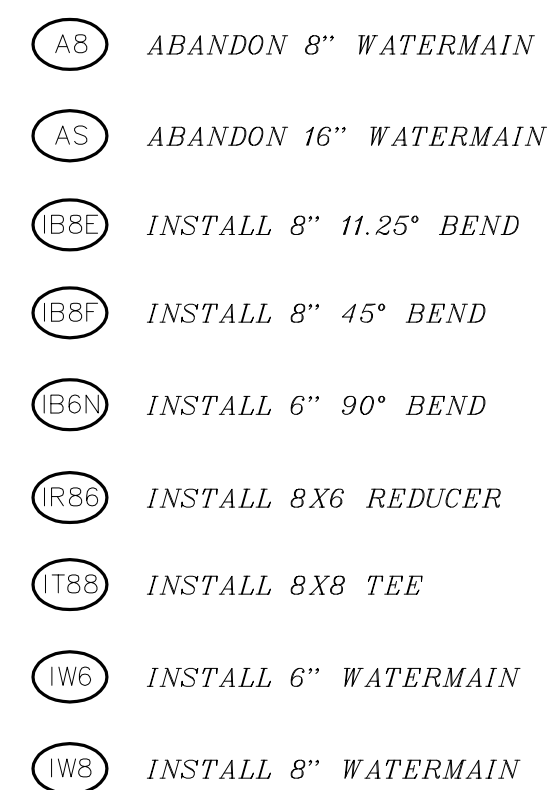
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DESCRIPTION		DRWN	CHKD	APPD	DATE
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DRAWN BY		CHECKED		LC/AP	
DATE		APPROVED		GG	
11-21-2024					

REQUEST VACATION TO UTILITY  
EASEMENT INTO CAMPUS MARTIUS  
PARK BOUNDED BY  
WOODWARD AVE., MICHIGAN AVE.,  
FORT ST., MONROE ST., AND  
CADILLAC SQUARE

CITY OF DETROIT	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
JOB NO.	24-168
DRWG. NO.	





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E					
D				DRAFTING	JFH
C					
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	DESCRIPTION	CHECKED	APPROVED	DATE	APPROVED
	REVISIONS				



SCALE: 1" = 30'

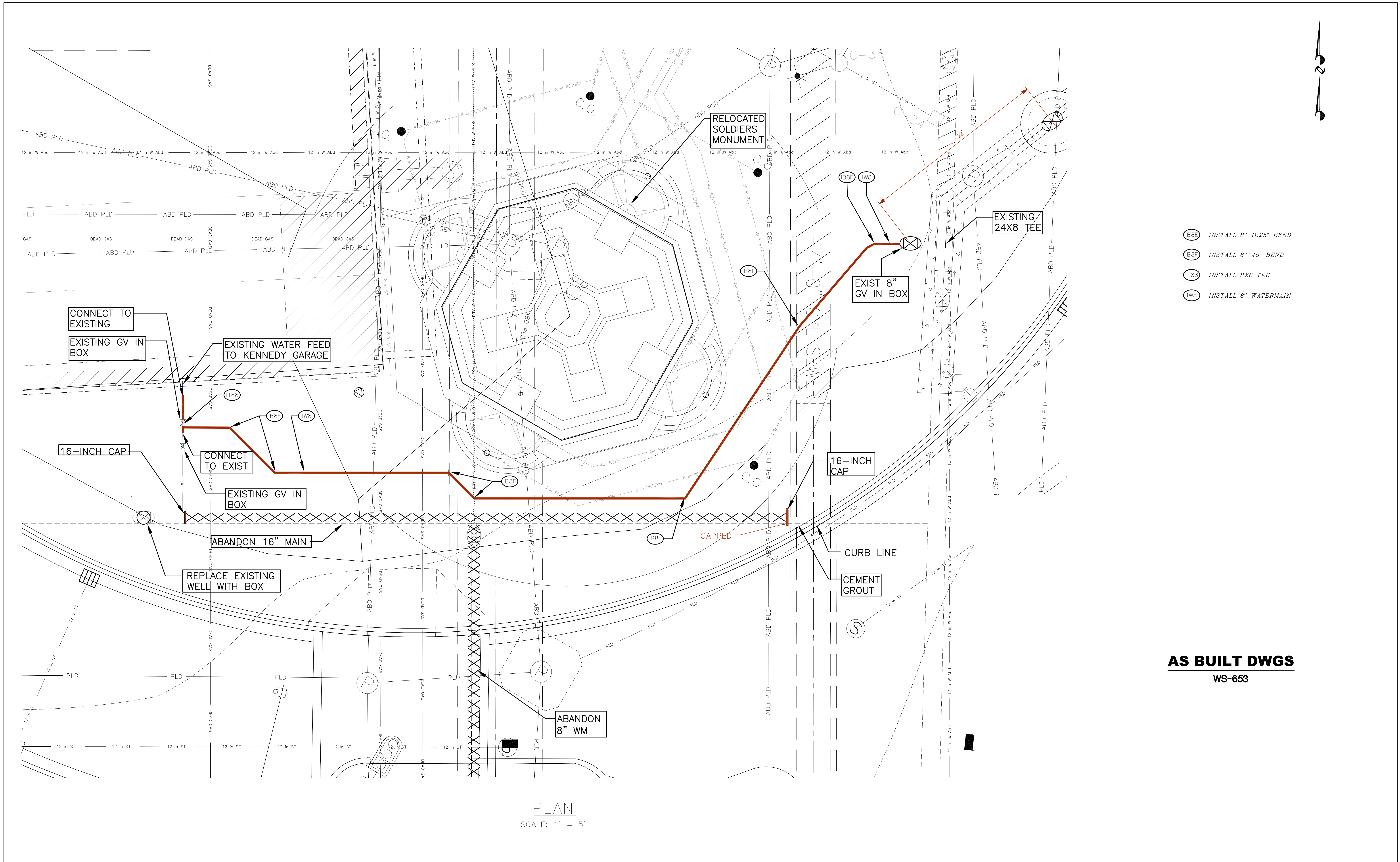
DATE: MARCH 2004



CITY OF DETROIT  
WATER AND SEWERAGE DEPARTMENT  
ENGINEERING DIVISION



M.D.E.Q. PERMIT NO.	
SRF NO. —	
CONTRACT NO. CM 2012	
FILE NO.	PROJECT NO. WS-653
DRAWING NO. 1 OF 2	



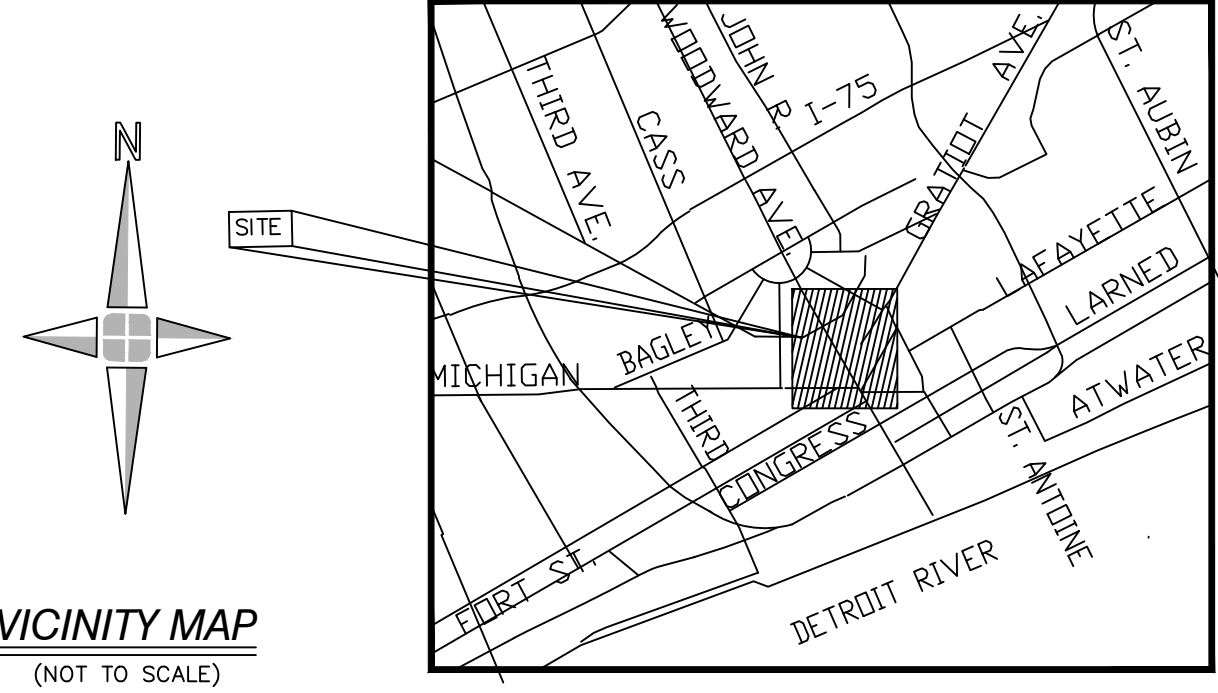
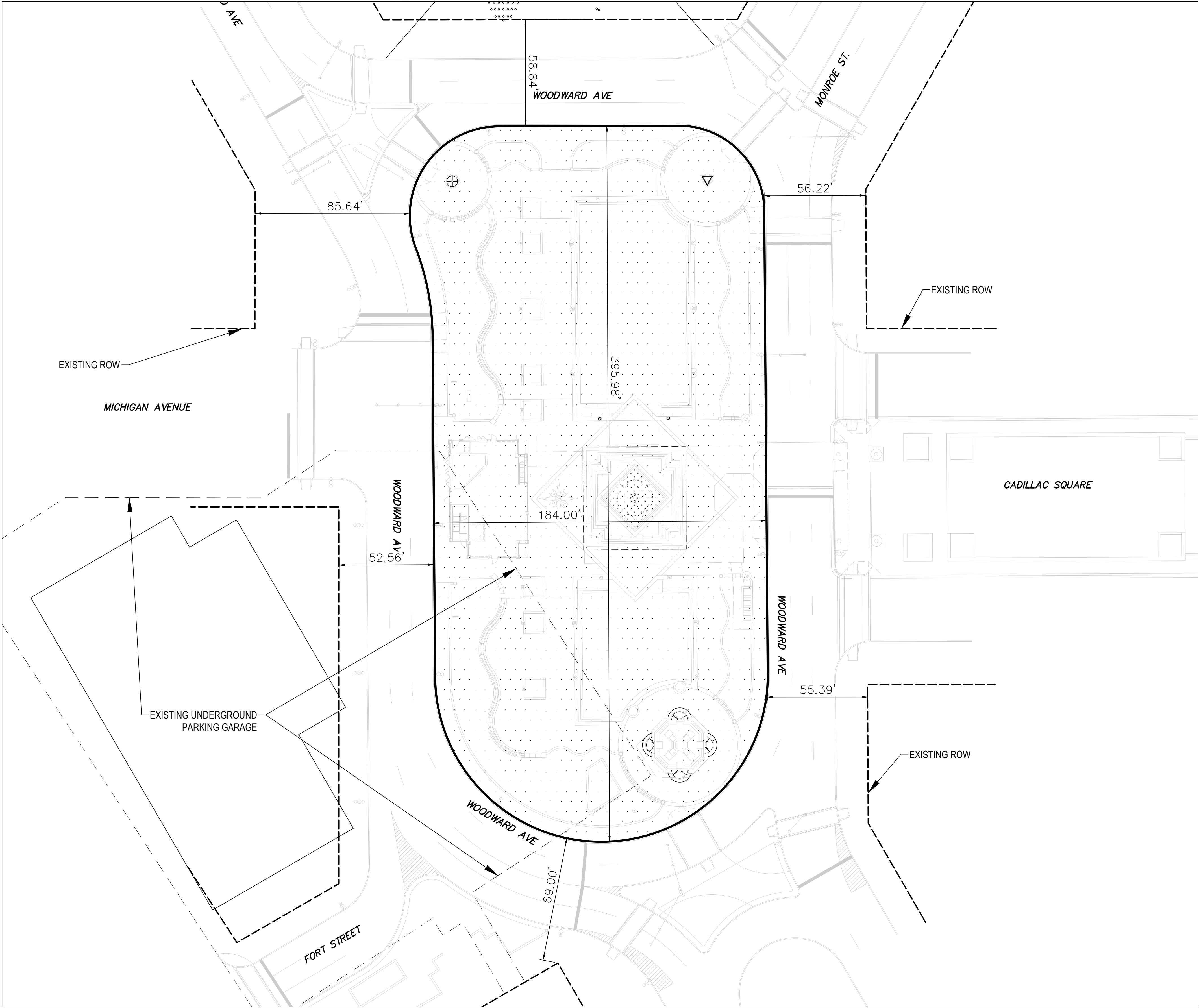


- (B8E) INSTALL 8" 11.25° BEND
- (B8F) INSTALL 8" 45° BEND
- (T8B) INSTALL 8x8 TEE
- (W8) INSTALL 8" WATERMAIN


**AS BUILT DWGS**  
WS-653

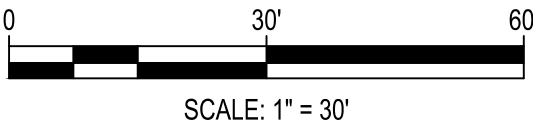
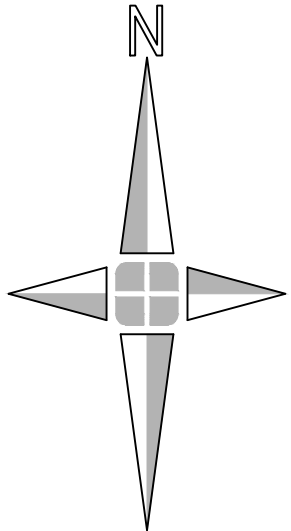
F				DESIGN MPF		WATERMAIN REPLACEMENT CAMPUS MARTIUS		M.D.E.Q. PERMIT NO.		
E								SRF NO.		
D								CONTRACT NO.		
C								CM 2012		
B								FILE NO.	PROJECT NO.	
A				CHECKED KMK						
DESCRIPTION REVISIONS								DRAWING NO.		
CHECKED				APPROVED	SCALE: 1" = 5'	DATE: MARCH 2004	SECTION MAP	TOWN	RANGE	
APPROVED										PORTION CODE
				2 OF 2						





**LEGEND**

-  PROPOSED ENCROACHMENT FOR CAMPUS MARTIUS PARK
-  RIGHT-OF-WAY



**CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 3  
TO  
CONTRACT NO. 2617781**

This AMENDMENT AGREEMENT NO. 3 (this “Amendment”) is entered into by and between the CITY OF DETROIT, a Michigan municipal corporation, acting through its General Services Department (the “City”); and DETROIT 300 CONSERVANCY, a Michigan nonprofit corporation (the “Conservancy”). The City and the Conservancy may each be referred to herein as a “Party” or collectively as the “Parties”, as applicable.

**WITNESSETH:**

WHEREAS, the City previously engaged the Conservancy through that certain Professional Services Agreement designated as Contract No. 2617781, as amended by (i) Amendment Agreement No. 1 dated as of April 20, 2015, and (ii) Amendment Agreement No. 2 dated as of April 25, 2017 (as amended, the “Agreement”) to manage, operate, and maintain Campus Martius Park, Cadillac Square, Capitol Park, and Grand Circus Park, all of which are public spaces owned by the City;

WHEREAS, pursuant to Article 19 of the Agreement, the City and the Conservancy may mutually agree to change or modify the Agreement by a written amendment that makes reference to the Agreement, is signed by duly authorized representatives of both Parties, and is approved by the appropriate City departments, City Council, and the City’s Purchasing Director; and

WHEREAS, the Parties mutually desire to modify and amend the Agreement as set forth below.

**NOW THEREFORE**, for and in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby severally acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **DELETED SECTIONS OR SENTENCES; MODIFICATIONS.**
  - a. **PARK**. Notwithstanding anything to the contrary contained in the Agreement, following the Amendment Effective Date (defined below) all references to the defined term “Park” as used in the Agreement and in this Amendment shall be deemed to collectively mean, and sometimes where context requires it to mean on an individual basis, each of the eighteen (18) public areas that are within the areas described and/or depicted on ATTACHMENT B of this Amendment. Furthermore, all references to the defined term “Campus Martius Park” as used in Exhibit B to the Agreement (Maintenance Standards) shall, from and after the Amendment Effective Date, be deemed to mean “Park” as such term has been redefined by this Amendment.



- b. **SECTION 3.03.** Section 3.03 of the Agreement is hereby amended by deleting the second sentence contained therein and substituting the following in lieu thereof:

“Notwithstanding the foregoing, the Conservancy may now or hereafter be a party to (i) agreements for monetary gifts to the Conservancy and/or the Endowment, which agreements may preclude use of a gift of donation for the benefit of the Park and limit the ability of such gift of donation to be used for the Contribution; and (ii) agreements for the preservation, maintenance, and operation of private and public spaces and monuments owned and/or operated by entities other than the City, and pursuant to such agreements may include rights and/or obligations for the Conservancy to stage events, sell concessions, or otherwise perform acts and provide services similar to those provided by the Conservancy under this Agreement. The type and manner of services provided by the Conservancy to the City hereunder are not deemed to be exclusive, with the Conservancy being free to contract with and render the same or similar services to other entities.”

- c. **SECTION 4.01.** Section 4.01 of the Agreement, as the same has been previously modified, is hereby amended by deleting the language contained therein in its entirety and substituting the following in lieu thereof:

“The term of this Agreement shall be deemed to have commenced on July 30, 2003 (the “Effective Date”) and shall expire on December 31, 2039 (the “Term”), unless amended, extended or earlier terminated pursuant to the terms and provisions of this Agreement.”

- d. **SECTIONS 4.02 AND 4.03.** Sections 4.02 and 4.03 of the Agreement are each hereby amended by deleting the entirety of the language contained therein and substituting the following in lieu thereof: **“INTENTIONALLY DELETED.”**

- e. **SECTION 9.01.** Section 9.01 of the Agreement is hereby amended by deleting the entirety of the language contained therein and substituting the following in lieu thereof:

“Prior to February 1 of each year, the Conservancy shall prepare an annual budget (the “Annual Budget”) for each Park for the following fiscal year, which fiscal year shall be April 1 to March 31, including (a) the estimated income of the Park for that fiscal year; (b) the expected capital improvements, replacements, repair and maintenance for the Park for that fiscal year and estimated expenditures therefore, if any; (c) the Preliminary Master Calendar (as defined in Exhibit A attached hereto); and (d) proposed programming for the Park for that fiscal year and estimated

expenditures therefor. The Annual Budget for each Park shall be broken down by month and will provide a detailed rationale for each line item and related monetary estimate. Annual Budgets for each Park and the Preliminary Master Calendar shall be submitted to the City annually.

All revenue produced by the use and operation of the Parks by the Conservancy shall be owned by and be the property of the City, including but not limited to (i) proceeds from ticket or membership sales in connection with special exhibits or events, (ii) proceeds from any general admission or membership revenue, or (iii) any gift to the Conservancy from whatever source produced by activities on and uses of the Parks (the "Revenues"). Notwithstanding the foregoing, Revenues shall only be used by the Conservancy for the purpose of operating and maintaining the Parks as described in this Agreement.

Each Annual Budget shall require the Conservancy to disburse funds generated by the operation of the Parks in the following order of priority, unless otherwise approved by the City: (1) the operating expenses of the Parks; (2) payment of debt service on any loans for the improvements of the Parks previously reviewed and approved in writing by the City's General Services Department Director; (3) alterations and/or improvements to the Parks previously reviewed and approved in writing by the City's General Services Department Director; (4) an operating reserve account maintained by the Conservancy equal to not more than five percent (5%) of the total Revenues generated in any fiscal year (the "Operating Reserve Account"); (5) a capital reserve account maintained by the Conservancy equal to not more than five percent (5%) of the total Revenues generated in any fiscal year (the "Capital Reserve Account"); and (6) with respect to any excess, if any, payment to the City's General Fund with prior coordination with the City's General Services Department Agency Chief Financial Officer or designee required before all wire transfers, and with a confirmation notice sent once payment has been completed.

The Conservancy shall have the option to pursue additional sources of funding for the operations of the Parks, including but not limited to (i) public sector sources such as federal grants, state assistance, and regional taxation; and (ii) private sector sources such as contributions from individuals, corporations, foundations, and trusts. For the avoidance of doubt, should the Conservancy receive any of the preceding sentence's examples of additional sources of funding, such funding shall not be subject to this Section 9.01, and shall not be considered Revenues produced by the use and operation

of the Parks. The Conservancy agrees to coordinate with the City prior to submitting and in connection with efforts to obtaining such funding, and the City agrees to cooperate with the Conservancy to secure such funding.”

- f. **SECTION 9.02.** Section 9.02 of the Agreement is hereby amended by adding the following sentence at the end of the existing paragraph:

“Notwithstanding anything to the contrary contained herein, in no event shall the Conservancy have any obligation to use any part of the Contribution on any Park other than (i) Campus Martius Park and (ii) the Gateway to Freedom International Memorial, both of which are further described and identified in Exhibit A attached hereto (together, the “Endowed Parks”). For the avoidance of doubt, the Conservancy shall use parts of the Contribution to ensure the Endowed Parks are maintained in a satisfactory and proper manner at all times, subject to the terms of this Agreement.”

- g. **SECTION 9.04.** Section 9.04 of the Agreement is hereby amended by deleting the entirety of the language contained therein and substituting the following in lieu thereof:

“In no event shall the Conservancy be obligated to pay or incur any expenses for Services at any Park to the extent funds are not available for use for such purposes from the Annual Budget for such Park. The Parties acknowledge that the Conservancy does not have a separate endowment for any of the Parks other than the Endowed Parks, but rather intends to fund the Services for each Park through a combination of revenues raised from events and programs, sponsorships, philanthropic advertising, grants, government grants, donations and funds made available by the City. While the Conservancy will use good faith efforts to raise the necessary funding to meet the Annual Budgets for each Park, it cannot provide assurance that such efforts will be successful.

In the event the Conservancy is unable to meet an Annual Budget for a Park in a given year, the Conservancy shall use good faith efforts to raise additional funds needed to make up the shortfall. In no event need the Conservancy divert funds designated for a different Park (such as sponsorships by neighboring property owners) to a Park that is suffering a shortfall in the Annual Budget. If after such efforts the Conservancy is still unable to meet the Annual Budget for the Park, the Conservancy may with notice to the City, scale back the Services to be provided to the Park during that fiscal year as necessary to stay within the available funding for such Park. Such scaling back of applicable Services shall not be deemed



a default under this Agreement (as amended from time to time). However, if the scaling back of such Services would be so severe as to materially diminish the operation of a Park as contemplated by this Agreement, the parties may amend this Agreement to delete such Park from it by mutual consent, which consent shall not be unreasonably withheld.”

- h. **EXHIBIT A**. Exhibit A of the Agreement, as the same has been previously modified and supplemented, is hereby amended by deleting the language contained therein in its entirety and substituting in lieu thereof the language contained on ATTACHMENT A of this Amendment.
- i. **EXHIBIT C**. Exhibit C of the Agreement, as the same has been previously modified and supplemented, is hereby amended by deleting the language contained therein in its entirety and substituting in lieu thereof the language and depictions contained on ATTACHMENT B of this Amendment.

2. **NON-EXCLUSIVITY**. The Conservancy and its affiliates are or expect to continue to be involved in the operation, management, and maintenance of other public or private parks and spaces, and does and shall continue to do so in a manner consistent with its prior and ongoing obligation to perform the Services under this Agreement. For the avoidance of doubt, it is not intended that the Agreement (as amended) be considered an agreement by the Conservancy to exclusively provide public space operations, management, and maintenance services to the City. Except as expressly provided in the Agreement (as amended), the Conservancy shall have no obligation to provide programming or services on a preferential or exclusive basis to or for the Park or City.

3. **NOTICES**. The Parties agree and acknowledge that, from and after the Amendment Effective Date (defined below), notices provided to each Party hereunder shall be sent to the following addresses, as applicable:

City: City of Detroit  
General Services Department  
115 Erskine  
Detroit, Michigan 48201  
Attn: Director

With a copy to: City of Detroit  
Law Department  
2 Woodward Avenue, Suite #500  
Detroit, Michigan 48226  
Attn: Corporation Counsel/TED

Conservancy: Detroit 300 Conservancy  
c/o Downtown Detroit Partnership

Attn:  
One Campus Martius, Suite 380  
Detroit, Michigan 48226  
Email:  
Phone:

With a copy to: Dykema Gossett PLLC  
Attn: Peter Kellett  
400 Renaissance Center  
Detroit, Michigan 48243  
Email: pkellett@dykema.com  
gmancini@dykema.com  
Phone: (313) 568-6985

4. **FULL FORCE AND EFFECT.** Except as modified by this Amendment, all other terms, conditions, and covenants in the Agreement shall remain in full force and effect.

5. **CAPITALIZED TERMS.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Agreement.

6. **EFFECTIVE DATE.** This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved by the required City departments, approved as to form by the City of Detroit Corporation Counsel, authorized by or its authorized delegate, approved by resolution of the Detroit City Council, and signed by the City Chief Procurement Officer ("Amendment Effective Date").

\*\*\*

[Remainder of page intentionally left blank; signatures appear on next page.]

**SIGNATURE PAGE  
TO  
AMENDMENT AGREEMENT NO. 3**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates shown below, to be effective as of the Amendment Effective Date.

**CITY:**

CITY OF DETROIT,  
a Michigan municipal corporation,  
acting by and through its General Services  
Department

DocuSigned by:  
*Crystal Perkins*  
By: 019D1524D79D44B...

Name: Crystal Perkins

Title: Director

Date: 3/18/2024 | 9:50:04 AM EDT

**PARTNER:**

DETROIT 300 CONSERVANCY,  
a Michigan nonprofit corporation

By: 

Name: Eric B. Larson

Title: Chairman

Date: March 15, 2024

THIS AMENDMENT WAS APPROVED  
BY THE CITY COUNCIL ON:

Date: 4/16/2024

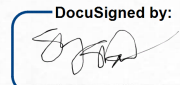
THIS CONTRACT WAS APPROVED  
BY FRC ON: (if FRC approval is  
not required, leave blank)

3/26/2024

APPROVED BY CORPORATION COUNSEL  
PURSUANT TO 7.5-206 OF THE 2012  
CHARTER OF CITY OF DETROIT

4/4/2024  
Corporation Counsel Date

APPROVED BY THE CHIEF  
PROCUREMENT OFFICER  
OF THE CITY OF DETROIT

DocuSigned by:  
  
333871204FFE45A... 4/17/2024  
Chief Procurement Officer Date

**THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY A  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF  
PROCUREMENT OFFICER.**



**ATTACHMENT A**  
***Amended EXHIBIT A to the Agreement***

--

[attached hereto]

## EXHIBIT A

### **AMENDED SCOPE OF SERVICES**

The Conservancy shall provide and carry out the following services, applicable to each Park or specific parks as set forth herein, in a satisfactory and proper manner and at all times subject to the terms of the Agreement (as amended).

#### **I. Additional Services to be Performed by the Conservancy.**

1. Notwithstanding anything to the contrary contained in this Exhibit A, the following Additional Services shall be performed by the Conservancy as it concerns the operation, programming, and management of certain Parks, as identified herein.

- a. Capitol Park - 150 State Street, Detroit, MI 48226: Capitol Park is a triangular plot of land located within the Capitol Park Historic District. It is bounded by Shelby, Griswold and State Streets. The Historic District includes the park, one block of 17 (seventeen) surrounding buildings erected in each direction and a bronze of Michigan's first governor, Steven T. Mason (the "Mason Bronze"). The Mason Bronze doubles as an above ground vault where Mason's remains are interred. The Finner Barn State of Michigan Historic Site Marker resides in this park. The park also contains an off-leash dog park.

- 1) The Conservancy shall maintain and keep the Mason Bronze free of all graffiti and be responsible for its restoration, repair and annual cleaning.

- b. Grand Circus Park - 1600 Woodward Avenue, Detroit MI 48226: Designed in a half-circle, the nearly five (5) acre Grand Circus Park is located within the Grand Circus Park Historic District. The park sits on nearly five acres of land and is bounded by Woodward Avenue, Adams, Clifford, and John R.

- 1) The Conservancy shall maintain the water facilities, including but not limited to the Russell A. Alger Memorial Fountain and the Thomas Alva Edison Memorial Fountain.

- 2) The Conservancy shall remove or cause to be removed any and all graffiti from the surfaces of the fountains, Pingree and Maybury monuments, and Millenium Bell sculpture, and be responsible for their restoration, repair and annual cleaning.

- 3) The Conservancy shall use good faith and commercially reasonable efforts to enter into a mutually acceptable agreement

with the Grand Circus Park Conservancy, a Michigan nonprofit corporation (“GCPC”), to collaborate with GCPC with respect to Grand Circus Park.

- c. Beatrice Buck’s Paradise Valley Park - 1475 Randolph Street, Detroit, MI 48226: Paradise Valley Park is a small, sunken plaza bounded by Randolph, Centre and Grand River Avenue. It is located in the Madison-Harmonie Historic District. The parcel is triangular and contains .235 acres. Onsite State and City historical markers point to the German and African American heritage in this downtown area. The park contains the Walk of Fame mosaic tile art by Hubert Massey.

1) The Conservancy shall keep the Hanna Steibel, Hard-edge, Soft-edge sculpture, and the Hubert Massey Walk of Fame mosaic art, free of all graffiti and be responsible for their restoration, repair and annual cleaning.

2) The Conservancy shall use good faith and commercially reasonable efforts to enter into a mutually acceptable agreement with the Paradise Valley Conservancy, a Michigan nonprofit corporation (“PVC”), to collaborate with PVC with respect to Paradise Valley Park.

- d. Randolph Plaza - Randolph Street and Gratiot Avenue, Detroit, MI 48226: Randolph Plaza is located in the Department of Public Works Right of Way at Randolph Street and Gratiot Avenue. It is a sunken plaza that has both stair and ramp access. The concrete plaza is intact and has a variety of ground cover and trees. There is no seating. The John Piet “The Entrance” sculpture is located here.

1) The Conservancy shall keep the John Piet “The Entrance” sculpture clean and free of all graffiti and be responsible for its restoration, repair and annual cleaning.

2) The Conservancy shall use good faith and commercially reasonable efforts to enter into a mutually acceptable agreement with PVC to collaborate with PVC with respect to Randolph Plaza.

- e. Campus Martius Park - 800 Woodward Ave, Detroit, MI 48226: The oblong park area located in downtown Detroit is just over one acre in area and lays mostly within the Department of Public Works Right of Way encompassed by Woodward Ave. It is a large plaza that contains restaurant areas, an ice rink/all season recreation space, the Michigan Soldiers’ and Sailors’ Monument, the Detroit’s Point of Origin Marker, the Monroe Monument, the Woodward Monument, and the Woodward Fountain.



1) The Conservancy shall maintain the water facilities, including but not limited to the Woodward Fountain, the ice rink and restaurant facilities.

2) The Conservancy shall remove or cause to be removed any and all graffiti from the Michigan Soldiers' and Sailors' Monument, the Detroit's Point of Origin Marker, the Monroe Monument, the Woodward Monument and the Woodward Fountain and be responsible for their restoration, repair and annual cleaning.

- f. Cadillac Square Park (West) - Cadillac Square and Woodward Avenue, Detroit MI, 48226: The rectangular park area located in the Department of Public Works Right of Way is under an acre in area. The Bagley Memorial Fountain lays within the plaza. The concrete plaza is intact and has a variety of shrubs and trees, providing several forms of temporary public seating.
- g. Cadillac Square Dog Park (East) - Cadillac Square and Randolph Street, Detroit MI, 48226: The rectangular park area is located in the Department of Public Works Right of Way and is bounded by Cadillac Square, Bates Street and Randolph Street. The park is comprised of a grass area with a pea gravel walking path. There are a variety of trees planted throughout.
- h. Woodward Esplanade - 600 Woodward Ave, Detroit, MI 48226: The rectangular area is located within the Department of Public Works Right of Way and is bounded by Woodward Avenue and Larned Street. It is comprised of two segments of plaza area. Both are made up of a combination of grassy areas and ground cover with a variety of trees, shrubs, grasses and flowers, some located within mulched areas. There is a concrete walking path that runs through each. Within the plaza lays the Congress Street light rail stop for the QLine.
- i. 3<sup>rd</sup> Avenue Medians and Plaza - Bagley Street to Lafayette Boulevard, Detroit, MI 48226 and Plaza at 868 Michigan Avenue, Detroit, MI 48226: The medians consist of six segments, four rectangular and two triangular segments, located along 3<sup>rd</sup> Avenue. The median segments are mainly comprised of grassy areas with a variety of trees, shrubs, grasses and flowers, some located within mulched areas. The triangular plaza consists mostly of turf grass with several trees interspersed. The General Thaddeus Kosciuszko Statue is located within the plaza near a concrete retaining wall with a variety of shrubs, grasses and ground cover planted nearby.

1) The Conservancy shall keep the General Thaddeus Kosciuszko Statue clean and free of all graffiti and be responsible for its restoration, repair and annual cleaning.

- j. Gratiot Medians - Randolph Street to Orleans Street, Detroit MI 48226: The medians consist of seven segments. The median segments are mainly comprised of grassy areas with a variety of trees, shrubs and ground cover with some located within mulched areas.
- k. Washington Boulevard Medians - Park Avenue to Lafayette Boulevard, Detroit MI 48226: The medians consist of five segments, four rectangular segments and one triangular segment, located along Washington Boulevard. The median segments are mainly comprised of grassy areas with a variety of trees, shrubs, grasses and flowers, some located within mulched areas. Within the median areas there are two metal art pieces, the Alexander Macomb Monument and the General Casimir Pulaski Polish Heritage Monument, as well as three bronze cannons.
  - 1) The Conservancy shall remove or cause to be removed any and all graffiti from the two metal art pieces, the Alexander Macomb Monument and the General Casimir Pulaski Polish Heritage Monument, and the three cannons, and be responsible for their restoration, repair and annual cleaning.
- l. Jefferson Avenue Medians – Griswold Street to St Antoine Street, Detroit, MI 48226: The medians consist of six segments, all of varied sizes and shapes. The median segments are mainly comprised of grassy areas with a variety of trees, shrubs, grasses and flowers, some located within mulched areas. Within the median area is the bronze statue of Gomidas Vartabed.
  - 1) The Conservancy shall remove or cause to be removed any and all graffiti from the bronze statue of Gomidas Vartabed and be responsible for its restoration, repair and annual cleaning.
- m. Beaubien Boulevard Medians – Lafayette Avenue to Congress Street, Detroit, MI 48226: These medians consist of two slightly rounded rectangular segments located along Beaubien Boulevard. The median segments are mainly comprised of grassy and mulched areas with a variety of trees, shrubs, grasses and flowers. Streetlights are interspersed along median sections.
- n. Monroe Street Medians – Randolph Street to Woodward Avenue, Detroit, MI 48226: These medians consist of four segments, all of varied sizes and shapes. The median segments consist of mostly turf grass with small sections of a variety of tall grass.
- o. Madison Street Medians – Witherell Street to Randolph Street, Detroit, MI 48226: The medians to be maintained by the Conservancy are three of the four total segments (two larger sections and two smaller irregular shaped sections) within the above-identified boundaries of Madison Street,

excluding the section containing the three sculptures known as The Finish, Running Back, and 6.4.3, all sculpted by A. Thomas Schomberg. The median segments are mainly comprised of grassy and mulched areas with several trees and a variety of shrubs, grasses and flowers. Streetlights are interspersed throughout. For the avoidance of doubt, in no event will the Conservancy have an obligation to maintain the Madison Street median segment containing The Finish, Running Back, and 6.4.3, all sculpted by A. Thomas Schomberg, sculptures, nor the sculptures themselves.

- p. Broadway Street Medians – Witherell Street to Gratiot Avenue, Detroit, MI 48226: These medians consist of three segments mainly comprised of hardscape and mulched areas with trees and a variety of grasses and flowers. Streetlights are interspersed along median sections.
- q. Randolph Street Medians – East Congress Street to Jefferson Avenue, Detroit, MI 48226: These medians consist of three segments mainly comprised of mulched areas with a variety of trees and shrubs. Streetlights are interspersed along median sections. The Michigan Historic Site Marker for the Shrine Circus is located here.

1) The Conservancy shall remove or cause to be removed any and all graffiti from the Shrine Circus Michigan Historic Site Marker and be responsible for its restoration, repair and annual cleaning.

- r. Gateway to Freedom International Memorial – 101 West Jefferson Avenue, Detroit, MI 48226: The Ed Dwight memorial consists of a ten-by-twelve foot sculpture depicting nine figures, eight escaping enslaved individuals and one Underground Railroad Conductor, overlooking the Detroit River. The sculpture rests on a large granite foundation with various plaques and engravings and is flanked by two pillars, one on either side.

1) The Conservancy shall remove or cause to be removed any and all graffiti from the Gateway to Freedom International Memorial and be responsible for its restoration, repair and annual cleaning.

## **II. Services to be Performed by the Conservancy**

1. The Conservancy shall fund each year during the Term, as limited by Article 9 of the Agreement: (1) those services of third parties required to meet the Maintenance Standards set forth in Exhibit B hereto; (2) the capital improvements, replacements and repairs included in the Annual Budget submitted to the City; and, (3) the programming in the Annual Budget submitted to the City.
2. The Conservancy shall enter into and administer contracts for those activities outlined below. Each service provider or other third party that the Conservancy enters into a contract with respect to any activities outlined below, whether for maintenance, repair, replacement, capital improvement, concessions, events or

otherwise, shall be deemed a “Contractor” for the purposes of the Agreement. It is expressly agreed between the Parties that a Contractor is not a Subcontractor or an Associate as such terms are defined in Article 1 of the Agreement.

- a. Capital Improvements and Replacements in the Park. The Conservancy shall enter into contracts with Contractors to implement capital improvements and replacements in the Park to the extent provided for and approved by the City in the Annual Budget. Such efforts, if undertaken, shall comport with the following:
  - 1) Any proposal by the Conservancy for the development of Park facilities will include proposed methods for financing the facilities. The Conservancy agrees to seek funding from State, Federal, and private sources, if available.
  - 2) Any proposal by the Conservancy for the development of Park facilities will be formulated in cooperation with such individuals or departments as the City shall designate.
  - 3) Any proposal by the Conservancy for the development of Park facilities shall be subject to obtaining the City’s consent and approval.
- b. Maintenance and Repair Services. The Conservancy shall enter into contracts with Contractors who shall provide the following services as required based on the features and elements installed in the Park in accordance with the applicable provisions of Exhibit B:
  - 1) Grounds maintenance and ordinary repairs, including but not limited to, landscaping, lawn care, mowing, irrigation system(s), pruning, fertilizing, sweeping, cleaning, snow and ice removal from walks, water features, light, sound stage, ice rink, park furniture and equipment and such other maintenance as-is necessary to maintain reasonable safety and aesthetic standards.
  - 2) Graffiti removal.
  - 3) Regular and event trash collection, including the provision of trash disposal and recycling receptacles and periodic litter collection.
  - 4) Portable sanitation services as necessary.
  - 5) Ordinary maintenance and repairs to walks and other Park related capital facilities.

- 6) Repair, removal and/or replacement as needed of any broken or materially cracked walls, barriers and/or fencing. Replacement materials and designs shall match that of the existing materials and designs of existing walls, barriers and/or fencing to the extent feasible.
- 7) Maintain in good condition or cause to be maintained all paved surfaces and hardscapes within the Parks. Replacement materials shall match that of the exiting materials to the extent feasible.
- 8) All painted surfaces shall be painted as needed. Surfaces shall be kept free of rust, chipping paint and/or other extraneous matter. Surfaces shall be repainted to match the existing color to the extent feasible.
- 9) Equipment and materials necessary to provide the services, and equipment maintenance.
- 10) When present, keep any and all monuments, statues, plaques and art sculptures/pieces clean and free of all graffiti and be responsible for their restoration, repair and annual cleaning, including bronze restoration, repainting and stonework.
- 11) When present, keep any and all fountains clean, free of all graffiti and maintain, repair and provide annual maintenance.
- 12) When present, irrigation systems will be seasonally maintained to be kept in good working order.
- 13) All plant material will remain verdant and healthy.
- 14) Any turf areas will be mowed on a regular basis and maintained.
- 15) Unless mentioned otherwise, all mulched areas and flower beds, when present, will be kept weed free and in healthy condition.
- 16) Supply and install at minimum two seasonal rotations of annuals each year at the choice of the conservancy.
- 17) Consult a licensed arborist to maintain a healthy tree population.
- 18) When present and necessary, repair, maintain or install new lighting.

In no event shall maintenance and repair be construed so as to require the Conservancy to enter into contracts. In providing the Services the Conservancy shall comply with and shall require its Contractors to comply with all applicable federal, state and local laws unless as otherwise directed



by the City; provided, this provision shall not be construed as requiring the Conservancy or any of its Contractors to replace any improvement or feature in the Park, or to make capital improvements or to otherwise ensure that the Parks and the physical improvements thereon comply with existing laws, codes or ordinances, including without limitation the Americans with Disabilities Act, unless the City agrees to pay for the same.

3. Oversight and Promotional Responsibilities

- a. The City shall direct all inquiries for use of any Park to the Conservancy for scheduling.
- b. The Conservancy shall oversee the promotion, organization and implementation of proposed daily activities, events, and performances such as individual and team games, sports, concerts, ice-skating, festivals, and other types of programming.
- c. The Conservancy shall oversee the promotion, organization and implementation of concessions and attractions, such as food vendors, the facility tenant (defined below), and events.
- d. The Conservancy shall oversee the promotion, organization and implementation of marketing, promotion and fundraising, such as solicitation of events, sponsorships, friends of the Park, grant seeking, major gifts, capital campaigns, advertising and promotion of the Park as a tourist destination and business opportunity.
- e. Notwithstanding the foregoing, the City reserves the right to exercise its police powers, including but not limited to, the right to access, block, restrict, divert, or re-route traffic, or limit access to and from the Parks as the City deems appropriate, and that the City's exercise of such powers shall not constitute a breach of this Agreement or otherwise give rise to any claim, liability, or cause of action against the City. The City will make reasonable efforts to notify the Conservancy of any exercise thereby.
- f. The Conservancy shall list the City as a partner and use the City logo on all print materials.

4. Master Calendar/Event Coordination. The Conservancy shall coordinate all scheduling, booking, and location of activities and events that may take place in the Park, including those sponsored by the City.

- a. The Conservancy shall maintain an annual (based on a fiscal year) master calendar of events and activities (the "Master Calendar"), and shall meet with the City's General Services Department once per quarter to provide a season update on current and planned programming at the Parks.

- b. The Conservancy shall notify the City by January 1 of each year of all proposed events and activities in the Park for the following fiscal year, and all other anticipated events and activities. The Conservancy shall compile a preliminary Master Calendar (the “Preliminary Master Calendar”) for submission to the City along with the Annual Budget. Any proposed changes to the events and activities shall be submitted by the Conservancy as far in advance as practicable. The purpose of such notice is to include such events and activities in the Master Calendar and in the work plan and budget of the provider of maintenance services for the events and activities. The City shall direct all inquiries for use of the Park to the Conservancy for scheduling.
  - c. On an annual basis the Conservancy shall provide the City a list of all rates for holding events at each Park.
- 5. Permits and Licenses. The City shall retain the authority to grant any permits and licenses required for activities or special events located within or adjacent to the Park, whether sponsored by the City, the Conservancy or other entity.
  - a. Pursuant to a streamlined permit and licensing process developed by the Parties that will provide for expedited reviews, the Conservancy shall coordinate, manage, provide permits, and oversee the promotion, organization and implementation of proposed daily activities, events, and performances such as individual and team games, sports, concerts, festivals, ice-skating, and various other diverse programming.
  - b. To the extent permitted by law, the City shall waive all permit, license, and other similar charges or fees for activities and special events sponsored by the Conservancy.
  - c. The City shall retain any permit, license, and other similar charges or fees for activities and special events sponsored by any third party person or entity.
  - d. Prior to granting a permit which may impact the operations of the Park, whether within or adjacent to the Park, the City shall advise the Conservancy of such permit request solely for the purposes of coordinating the activity authorized by such permit with events and activities within the Park.
- 6. Access. The City hereby grants and agrees to take such action as may be appropriate to ensure that the Conservancy, its Contractors and Subcontractors have sufficient access to the Park to enable the Conservancy, its Contractors and Subcontractors to carry out the provisions of this Agreement and to promote the use of the Park by

the general public. Such access shall include access to the Kennedy Garage twenty-four hours a day, seven days a week to conduct Park maintenance and operations.

7. Rules and Regulations. The City and the Conservancy shall develop and mutually agree upon a system of rules and regulations for the operation and use of the Park.
8. Fees. The Conservancy may levy, collect and retain fees as provided below. The fees and charges, collectively, shall be referred to herein as (the “Fees”). In the event that Fees collected by the Conservancy are greater than the expenses in any given fiscal year, the excess Fees shall be added to the Annual Budget for the applicable Park. Such fees shall be a source of revenue for the Parks, and for the Conservancy to defray in part the costs of events and activities and any of the services provided under this Agreement and such a manner so as to avoid any interruption of scheduled Park events or activities. The Conservancy shall be entitled to retain any net revenues or proceeds that are generated as a result of the programming and programs that are included in the services provided by the Conservancy, although subject to the Agreement all of such net revenues or proceeds shall be used by the Conservancy toward providing (or defraying the expense of) the services required under the Agreement. To the extent that any physical damage or disruption to the Park is incurred as a result of any maintenance or repairs performed by the City, the City shall return the Park, as soon as reasonably possible, to the condition it was in at the time the work was commenced.
  - a. Water. The City shall provide water services to each Park at a central meter distribution point for Park requirements and uses, at no cost to the Conservancy. The City shall maintain Park water mains or other water related facilities in good working order. To the extent practicable, any maintenance or repairs to such water mains and other water related facilities shall be coordinated so as to avoid disruption of scheduled Park events. To the extent that any physical damage or disruption to the Park is incurred as a result of such work, the City shall return the Park, as soon as reasonably possible, to the condition it was in at the time the work was commenced. Notwithstanding the foregoing, in no event shall the City incur the expense of water provided to the Campus Martius Park café building tenant (the “facility tenant”).
  - b. Sewer. The City shall provide sewer (storm and sanitary) service to the Park, at no cost to the Conservancy. The City shall maintain Park sewer mains, lines or other sewer related facilities in good working order. To the extent practicable, any maintenance or repairs to such sewer mains, lines and other sewer related facilities shall be coordinated so as to avoid disruption of scheduled Park events. To the extent that any physical damage or disruption to the Park is incurred as a result of such work, the City shall return the Park, as soon as reasonably possible, to the condition it was in at the time the work was commenced.

- c. Public Lighting Department Facilities. The City, through its Public Lighting Department or other applicable authority or department (“PLD”), shall provide electrical power into the PLD room in the Kennedy Garage to service Park electrical requirements, at no cost to the Conservancy. In order to maintain a safe environment, the City shall service those PLD light poles in and those PLD traffic signals adjacent to the Park (and not those light poles or traffic signals controlled by the Michigan Department of Transportation) to ensure they are in proper working order. The City shall replace burned out fixtures and shall repair outages within a reasonable period. Notwithstanding the foregoing in no event shall the City incur the expense of providing electrical service or power to the facility tenant.
- d. Storage Space.
  - 1) To the extent owned or controlled by the City, the City shall arrange for the exclusive use during the Term, by the Conservancy and its Contractors and Associates, of the following space within the Kennedy Garage: a separate storage room, on level P3; a transformer room on level P3; a storage/electrical room behind the stairs on level P3; a storage and electrical room behind the stairs on level P2; a PLD room on level P2; a storage room behind the stairs on level P1; and, a PLD room on level P1. Additionally, access to the fountain’s mechanical room must be made available to the Conservancy.
  - 2) Where space is available, and at the sole risk of the Conservancy, at no charge or cost to the Conservancy the DPRD shall permit the Conservancy or Subcontractors hired by the Conservancy, to store equipment within storage facilities located at the Park. The Conservancy and its Subcontractors shall not store any hazardous materials at the Park; and the City shall not be responsible for theft or damage of any property of the Conservancy or property of its subcontractors stored at the Park.
- e. Fees, except for Conservancy sponsored fund-raising events, shall be reasonably based on covering the cost of the event or activity, and the desire for Fees to be within the affordable reach of residents.
- 9. Concessions. The Conservancy will have the right to grant concessions to vendors, promoters, or operators and to collect and retain charges for concessions, as one of the Park’s revenue sources (“Concession Revenues”). For purposes of the foregoing, Concession Revenues shall include all revenues (including rent) from the Campus Martius Park café building whether occupied as a concession or under a lease. All such concessionaires, vendors, promoters and operators shall be subject to the City’s Executive Orders No. 22 and No. 4, income tax certification, property

tax certification, and the Living Wage Ordinance, as required by law. Conservancy shall, in securing a tenant for the Campus Martius Park café building, submit the proposed use to the City for approval, which approval shall not be unreasonably withheld, and use its best efforts to secure a tenant for such approved use through a competitive bid process.

10. Installation and Operation of Video Cameras and Use of Video Data and Information. The Conservancy may, either directly or through a Contractor, and at its sole cost and expense, install and operate security cameras within the Parks. Such authorization is permissive, but the Conservancy does not have any obligation to install or operate, or to continue to operate, security cameras in any Park. If installed, camera specifications, including type of device and placement location, is subject to approval by the Detroit Police Department ("DPD") in advance for the purpose of technical compatibility. The captured data and video recordings from such cameras shall be owned, possessed, and stored by the Conservancy; provided, if the Conservancy retains a Contractor for such purpose, the captured data and video recordings from such cameras may be owned, possessed and stored by the Contractor. The Conservancy shall provide (or shall require its Contractor to provide) the DPD with a real-time video feed connection into, and fully technically compatible with, the DPD's Real Time Crime Center's Command Central Aware Console. The Conservancy shall also allow (or require its Contractor to allow) the DPD's Real Time Crime Center to temporarily cache security data and recorded video for use in law enforcement, public safety and any police power purpose. For security data and video recordings not temporarily cached by the DPD, the Conservancy shall make (or require its Contractor to make) the security data and video recordings from all cameras immediately available, upon the DPD's request, for viewing and/or duplication by the DPD for use in law enforcement, public safety, and any other police power purpose. Where appropriate, the DPD will request recorded video for the purpose of further investigation and the initiation of criminal prosecution. The Conservancy shall retain (or require its Contractor to retain) the security data and video recordings for a minimum of forty-five (45) days, unless an extended retention timeframe is otherwise requested in writing by the City as to specific matters that are identified by the City as being either under an active, ongoing investigation or a pending prosecution or other criminal proceedings.
  - a. Limitations. The Conservancy shall operate the security cameras only to enhance public safety. The Conservancy must not operate the cameras for the purpose of deterring lawful expressive activities. The Conservancy shall not use the security cameras in any manner that will infringe upon the legal rights of the public. The Conservancy shall not monitor the public based on individual characteristics or classifications, including, but not limited to, race, national origin, religion, gender, sexual orientation, or disability. In operating the security cameras, or otherwise, if there becomes a reasonable suspicion of unlawful activity, the Conservancy shall contact law enforcement authorities (or, if the Conservancy has a Contractor operate the



cameras, it shall obligate the Contractor to contact law enforcement authorities in such circumstances). The Conservancy shall not copy nor distribute the security camera recordings, except as required by law. If required by law to copy, store, or distribute security camera video for a party other than the City, the Conservancy may charge that party the detailed, actual costs of duplication, storage, and distribution. If the Conservancy has a Contractor own and/or operate the cameras, the Conservancy must also obligate the Contractor to observe the limitations set forth in this paragraph.

- b. Confidentiality. At all times during the term of the Agreement, the Conservancy shall comply with all requirements of the DPD Data Sharing Agreement, which is incorporated by reference into the Agreement, that the Conservancy has entered into with the City.
- c. Third-Party Installation and Operation of Security Cameras. The Conservancy may hire a third-party Contractor to install and operate the security cameras in one or more of the Parks. The Conservancy shall require the Contractor to fully comply with all specifications, limitations, terms and conditions herein governing installation and operation of the video cameras and video data, and the Contractor shall sign and comply with the DPD Data Sharing Agreement, which is incorporated by reference into this Agreement.
- d. License. The access rights set forth in Paragraph 6 of Section II of this Exhibit A shall be deemed to include a license for the Conservancy to maintain, or to engage a Contractor to maintain, the cameras and related equipment and facilities contemplated in this Paragraph 10 of Section II of this Exhibit A. The license shall extend to the right of the Conservancy to remove the security cameras and related equipment in the event that the Conservancy determines to discontinue the use of operation of any security cameras or related equipment once they have been installed.

### **III. Contracts**

In connection with its performance of the Services, upon written request by the City the Conservancy shall provide copies of any contract entered into by the Conservancy with a Contractor.

### **IV. Services to be performed by the City**

1. It is hereby agreed that the City shall provide to the Park, at its sole cost and expense, those services provided to other similar park venues such as Hart Plaza ("Basic Park Services") but in any event including at least the following:
  - a. Police. The City shall provide police presence in and around the Park. The number of police officers and the manner of patrol will be determined solely by the DPD. The Conservancy shall, from time to time, make arrangements

for a third party security service to provide crowd and traffic control for concerts or other special events conducted at Park if such crowd or traffic control is determined to be required by the Conservancy. In no event shall the Conservancy be liable to the City or any third party for personal injury, death, or property damage occurring in or about the Park.

- b. Kennedy Garage. To the extent practicable, the City shall coordinate all work to be performed on the Kennedy Garage to ensure that such work is scheduled in a manner so that all rooms identified and allocated to the Conservancy as set forth in this Exhibit A shall be available to the Conservancy 24 hours a day, seven days a week.
  - c. Trash Removal. The City will accept trash from the Park on a daily basis at a downtown site. The trash will be delivered to the prescribed site by the Conservancy's maintenance Subcontractor.
  - d. Road Maintenance. The City shall perform normal cleaning and maintenance of City controlled roads adjacent to the Park, including snow removal.
- 2. The Conservancy shall make a good faith effort to estimate, and to include as a cost of a major event sponsored by a for-profit promoter, the cost of services being provided by the City under Exhibit A.IV.1.
  - 3. In the event the City, due to policy considerations, diminishes the level of Basic Park Services provided to all similar park venues, the City may, upon one-hundred eighty (180) day written notice to the Conservancy, diminish its level of service to the Park under this Agreement to the modified level of Basic Park Services without such reduction in service being deemed a breach hereunder. Notwithstanding the foregoing, in the event the City's reduction in services causes the cancellation of prior approved programming, the City shall be responsible for all expenses and damages associated with such cancellations.

**ATTACHMENT B**

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*Amended EXHIBIT C to the Agreement*

**[attached hereto]**

## **EXHIBIT C**

### **THE PARKS**

#### *Capitol Park*

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#### **BOUNDARY MAP**

*Approximately – 0.55 acre area*

*150 State Street*

*Parcel ID: located within 02000276*



*Grand Circus Park*

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**BOUNDARY MAP**

*Approximately – 3.7 acre area  
1600 & 1883 Woodward Avenue  
Parcel ID: 02001866 and 01004139*





***Beatrice Buck's Paradise Valley Park***

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**BOUNDARY MAP**

***Approximately – 0.32 acre area***

***1475 Randolph Street***

***Parcel ID: located within 01003945***



*Randolph Plaza*

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**BOUNDARY MAP**

*Approximately – 0.11 acre area*

*Parcel ID: Right of Way parcel*



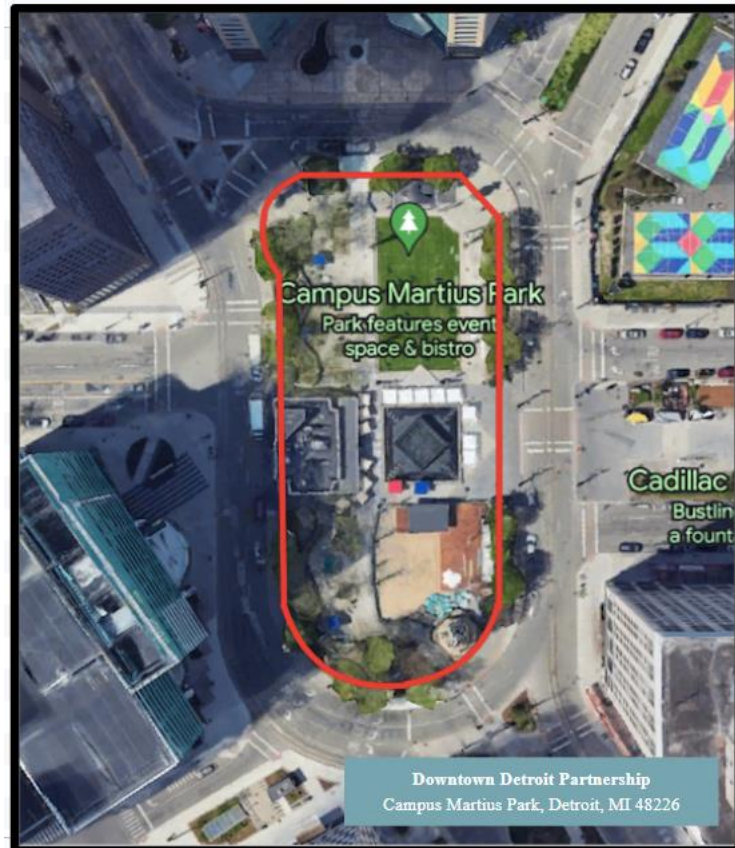
*Campus Martius*

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**BOUNDARY MAP**

*Approximately – 1.23 acre area*

*Parcel ID: Not parcelized*



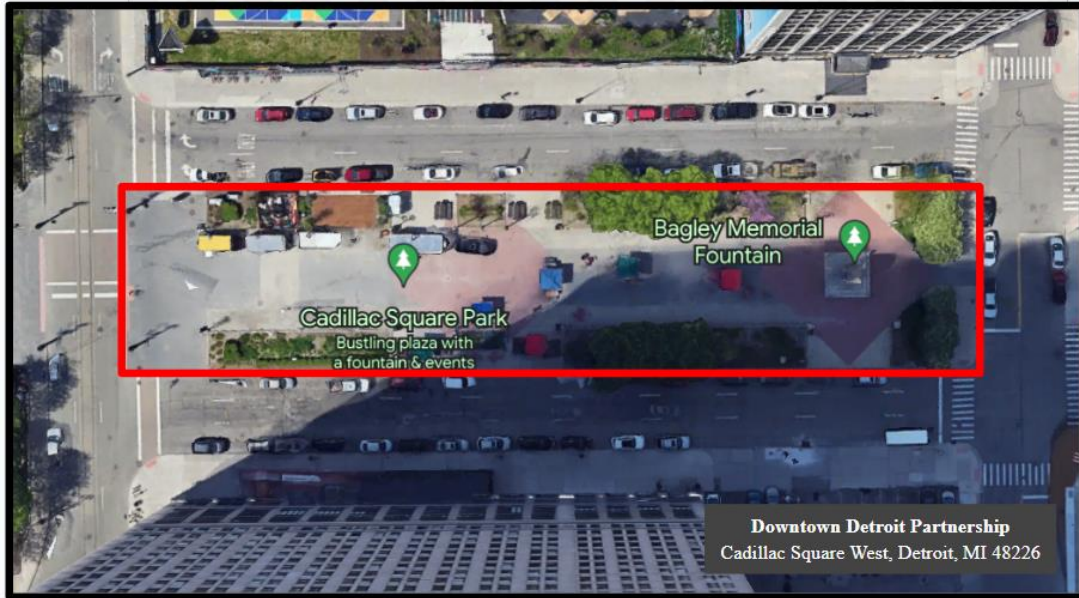
*Cadillac Square West*

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**BOUNDARY MAP**

*Approximately – 0.76 acre area*

*Parcel ID: Right of Way parcel*



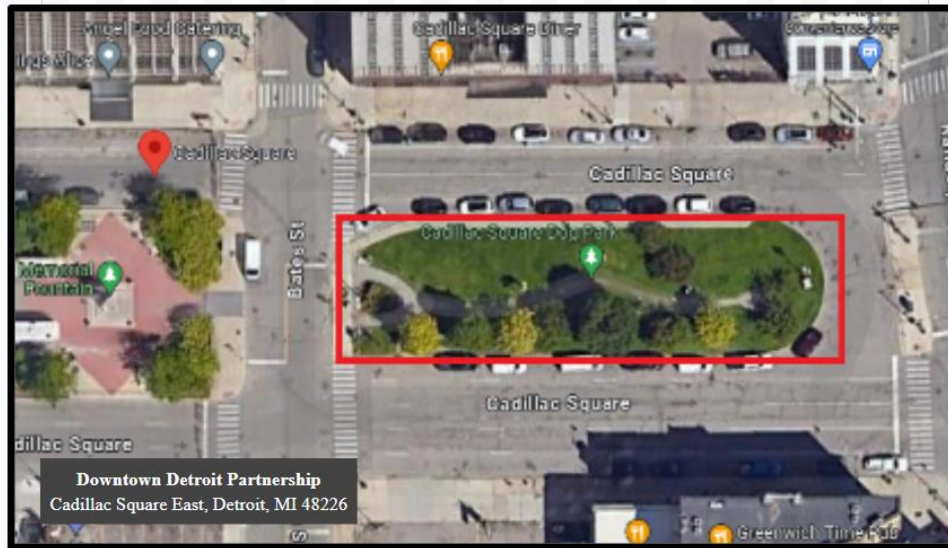


*Cadillac Square East*

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## BOUNDARY MAP

*Approximately – 0.30acre area*  
*Parcel ID: Right of Way parcel*



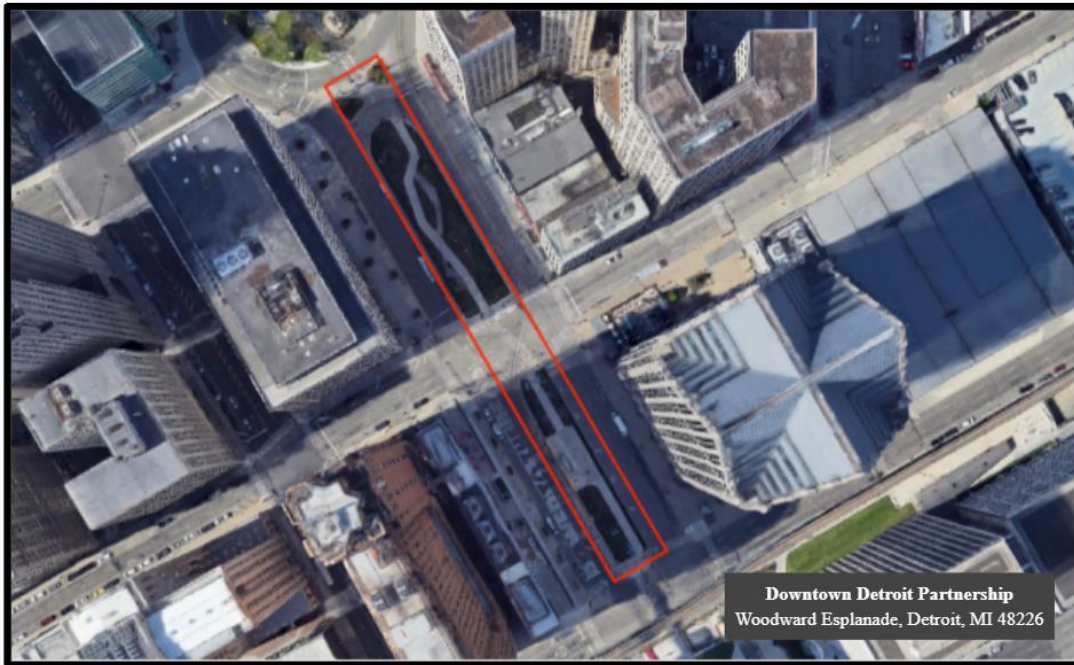
*Woodward Esplanade*

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**BOUNDARY MAP**

*Approximately – 0.49acre area*

*Parcel ID: Right of Way parcel*



*3<sup>rd</sup> Street Medians and Plaza*

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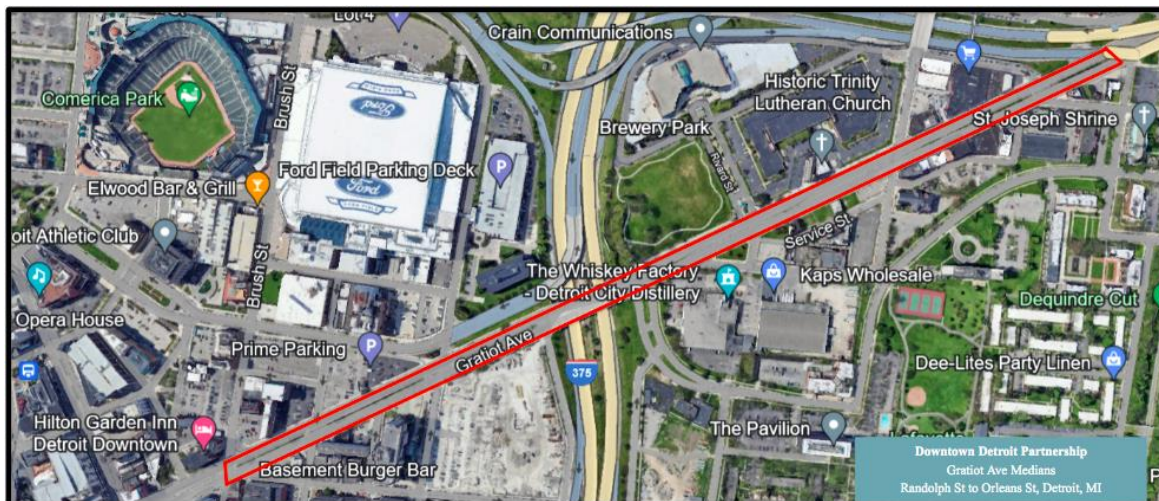
**BOUNDARY MAP**

*Parcel ID: 04000330-9 and Right of Way parcel*

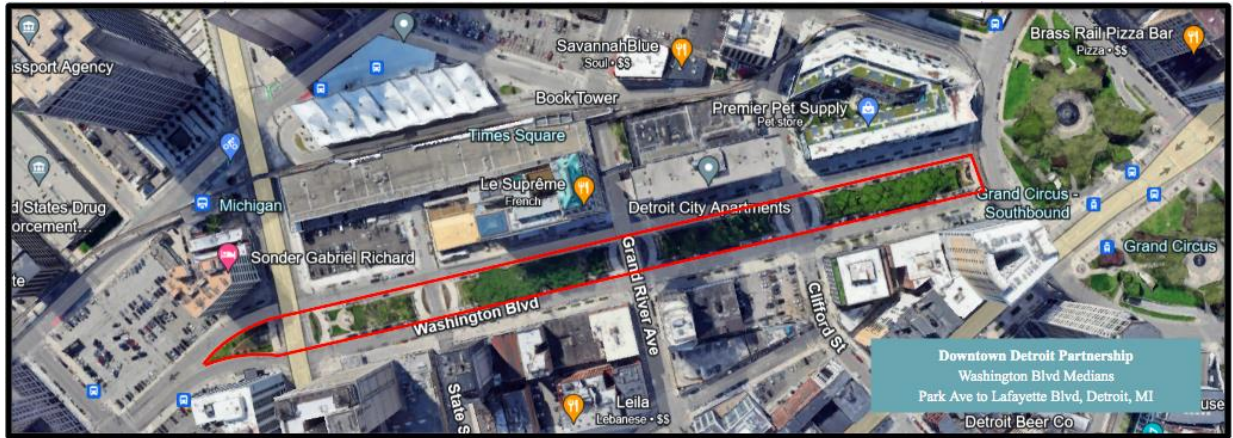




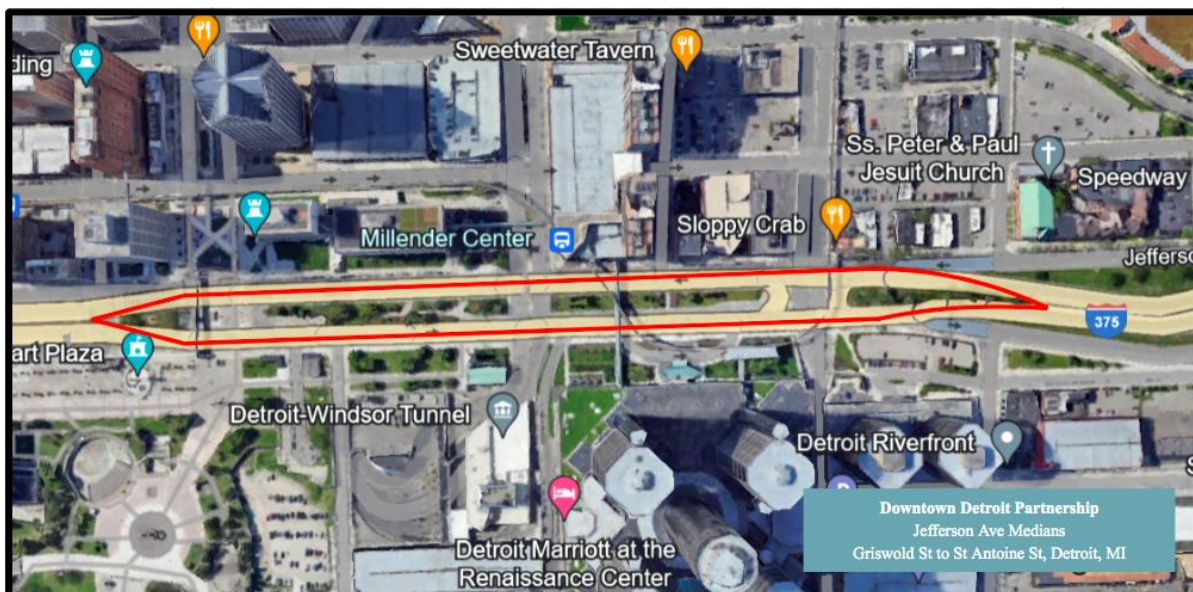
*Gratiot Avenue Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*



*Washington Blvd Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*



*Jefferson Ave Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*

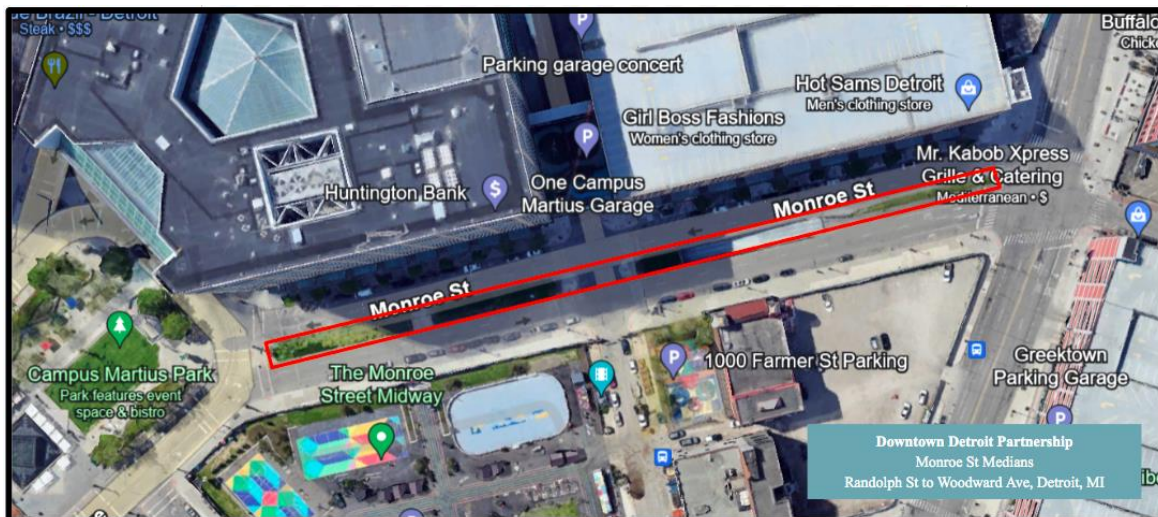




*Beaubien Street Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*



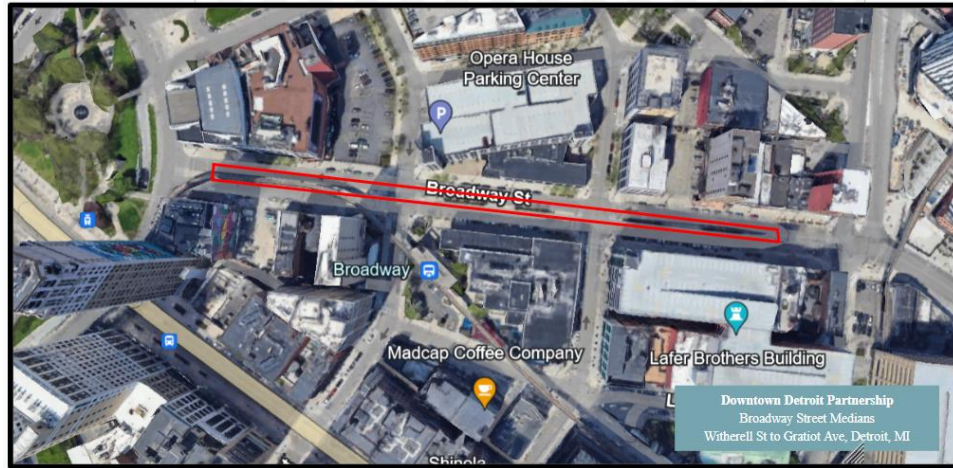
*Monroe Street Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*



*Madison Street Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*

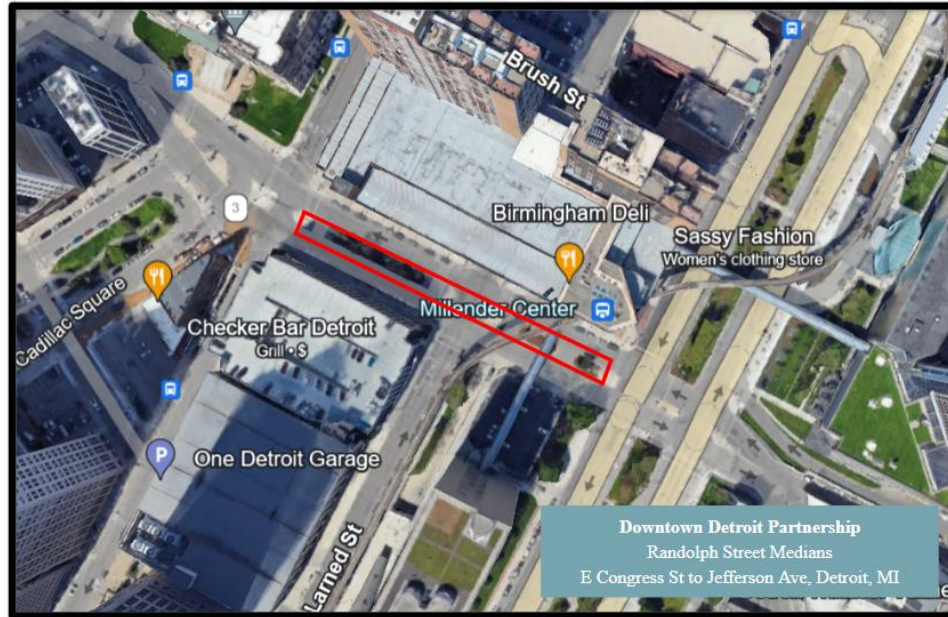


*Broadway Street Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*





*Randolph Street Medians*  
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**BOUNDARY MAP**  
*Parcel ID: Right of Way parcel*



*Gateway to Freedom International Memorial*

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**BOUNDARY MAP**

*Parcel ID: 02001916-25*

