

2010 DEC -3 PM 1:14

Bernard J. Youngblood
Wayne County Register of Deeds
December 03, 2010 01:14 PM
Liber 48871 Page 967-973
#2010397491 AGR FEE: \$33.00



MAINTENANCE AGREEMENT

This agreement is made and entered into this 28 day of October 2010 by and between the City of Detroit, a body public, through its Department of Public Works, (referred to as the "City") and Community Health and Social Services Center, Inc., a Michigan nonprofit corporation (referred to as (DBA) "CHASS"). 5635 West Fort St., Detroit, MI 48209.

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

1. Purpose of Agreement: CHASS owns certain property described as:

PROPERTY NORTH OF THE PUBLIC ALLEY

WARD AND ITEM NO. 16000246-7

Described as IOTS 3 THROUGH 6, BOTH INCLUSIVE, BLOCK 15, REEDER JEROME & DUFFIELD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 7, PAGE(S) 29 OR PLATS, WAYNE COUNTY RECORDS

Commonly known as 5635 WEST FORT STREET

AND

WARD AND ITEM NO. 16000248-51

DESCRIBED AS S FORT 2&1 BLK 15 REEDER JEROME & DUFFIELD SUB L7 P29 PLATS, W C R 16/3 365 THRU 368 N 132.34 FT OF 369&370 WALTER CRANE FARM L5 P29 PLATS, W C R 16/9 221 IRREG

COMMONLY KNOWN AS 5677 WEST FORT STREET

AND

WARD AND ITEM NO. 16014178

DESCRIBED AS E CAMPBELL S 30 FT LOTS 369 THRU 372 SUB OF WALTER CRANE FARM L5 P29 PLATS, W C R 16/9 30 X 100

COMMONLY KNOWN AS 332 CAMPBELL

AND PROPERTIES SOUTH OF THE PUBLIC ALLEY INCLUDING

WARD AND ITEM NO. 16014177

DESCRIBED AS E. CAMPBELL 360&361 SECOND PLAT SUB L18 P26 PLATS, W C R
16/16 50 X 125

COMMONLY KNOWN AS 314 CAMPBELL

AND

WARD AND ITEM NO. 16000203-9

DESCRIBED AS N. ANTHON 362 THRU 364 2ND PLAT SUB L18 P26 PLATS, W C R
16/16 21 THRU 18 BLK 15 REEDER JEROME & DUFFIELD SUB L7 P29 PLANTS, W
C R 16/3 191 X 125

COMMONLY KNOWN AS 5685 WEST FORT STREET

Which it intends to improve and maintain for parking. City owns a certain alley and right of way adjacent to CHASS property. Since persons entering or exiting from the CHASS parking lot may use the city owned property. CHASS agrees to maintain a section of the publicly owned alley as detailed in the plan attached as exhibit "A."

2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of CHASS.
 3. **Indemnification and Hold Harmless:** CHASS 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 arising from CHASS, it's use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
 4. **Insurance:** CHASS covenants and agrees at its sole cost and expense to maintain 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) occurring upon, in or about the public right of ways described herein, at combined single limits but not less than One Million (\$1,000,000.00) Dollars per occurrence; One Million (\$1,000,000.00) Dollars 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 the City of Detroit, Finance Department, Coleman A Young Municipal Center, Detroit, MI 48226, Attn: Risk Management Division. Said Coverage may be executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy affecting such coverage. The insurance shall be primary and any such insurance or self- insurance
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maintained by the City shall be secondary and non-contributory and excess. CHASS shall be responsible for payment of all deductibles relating to insurance maintained by CHASS. The provisions requiring CHASS to carry such insurance shall not be construed as waiving or restricting the liability of CHASS under this agreement.

5. **Right to Assign:** CHASS may assign its obligations under this agreement to an unrelated third party upon City's prior written consent. Upon such authorized assignment to an unrelated third party, CHASS' obligations under this agreement will cease.
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 and 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 shall be binding upon the successors and assigns of CHASS. 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.
9. **Improvement Changes:** Any changes by CHASS to the public right of ways described herein shall be subject to the prior approval of the City.
10. **The parties understand that this agreement in no way limits the property rights of the City with regard to the subject public alley or the city's right to convey, alter or eliminate the said public alley.**
11. **CHASS and its successors agree perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:**
 1. **Proper Alley Pavement at all times free of obstruction.**
 2. **Snow removal.**

REMAINDER OF PAGE INTENTIONALLY BLANK

City of Detroit, Through its Department of Public Works-City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Works-City Engineering Division deems this agreement void/useless.

By: 

Richard Doherty, Head Engineer, City of Detroit, Department of Public Works, City Engineering Division

Refer any phone inquiries to
(313) 224 - 3949

APPROVED AS TO
FORM & EXECUTION


Assistant Corporation Counsel

Drafted by: Denise C. Pike
Community Health and Social Services Center, Inc.
5635 West Fort Street
Detroit, MI 48208

When recorded return to:
City of Detroit, Department of Public Works
City Engineering Division
65 Cadillac Tower, Suite 1000
Detroit, MI 48226

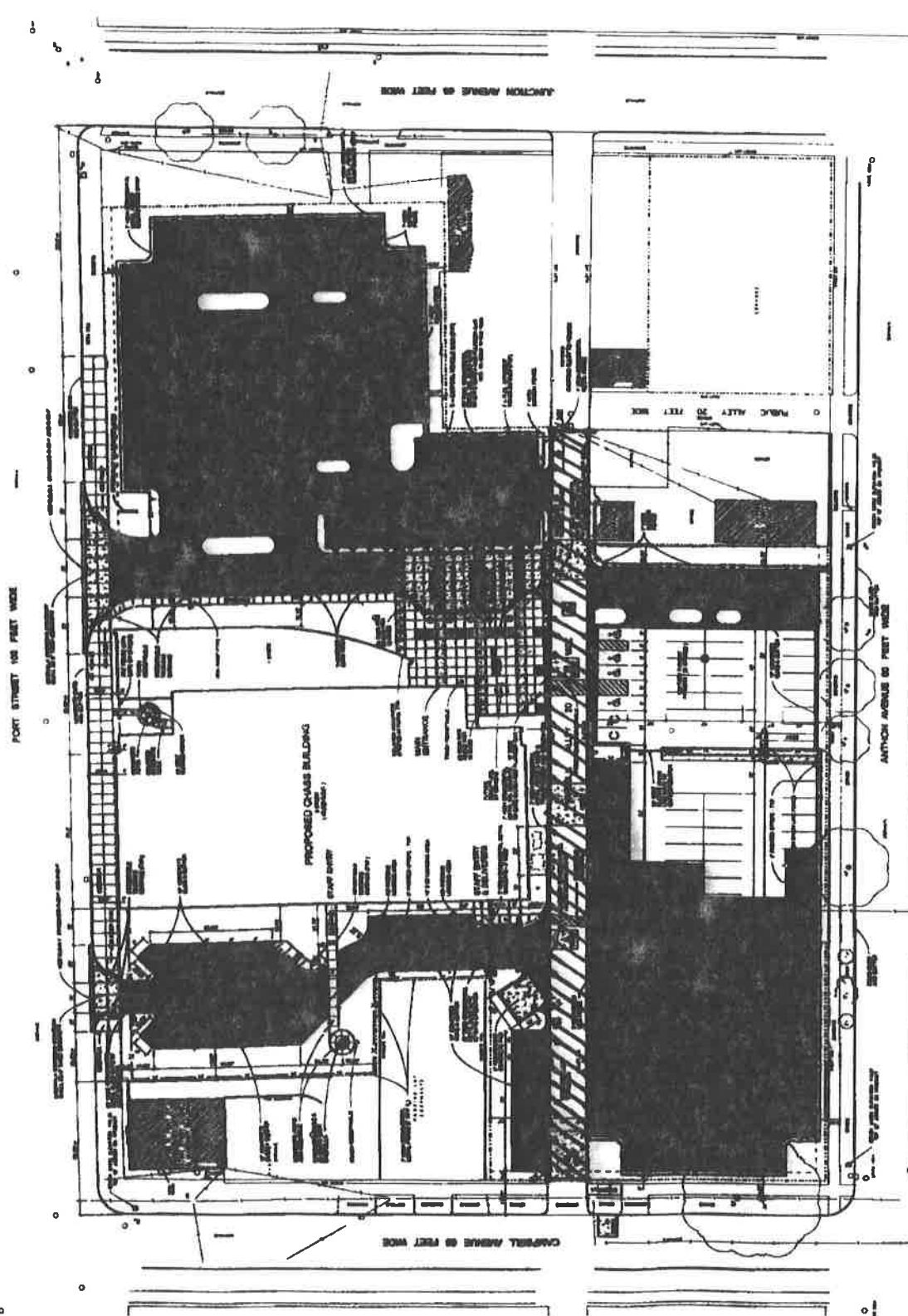
Medical Office
 Building
 1000 S. 10th St.

Architect: CHASS
 Project: Medical Office Building
 Location: 1000 S. 10th St.,
 Lincoln, Nebraska
 Date: 10/15/2011

NOTES
 1. SEE ARCHITECTURAL DRAWINGS FOR
 MATERIALS AND FINISHES.
 2. SEE MECHANICAL DRAWINGS FOR
 MECHANICAL SYSTEMS.
 3. SEE ELECTRICAL DRAWINGS FOR
 ELECTRICAL SYSTEMS.
 4. SEE PLUMBING DRAWINGS FOR
 PLUMBING SYSTEMS.
 5. SEE STRUCTURAL DRAWINGS FOR
 STRUCTURAL SYSTEMS.

Scale: 1/8" = 1'-0"
 Date: 10/15/2011
 Sheet: CP-01

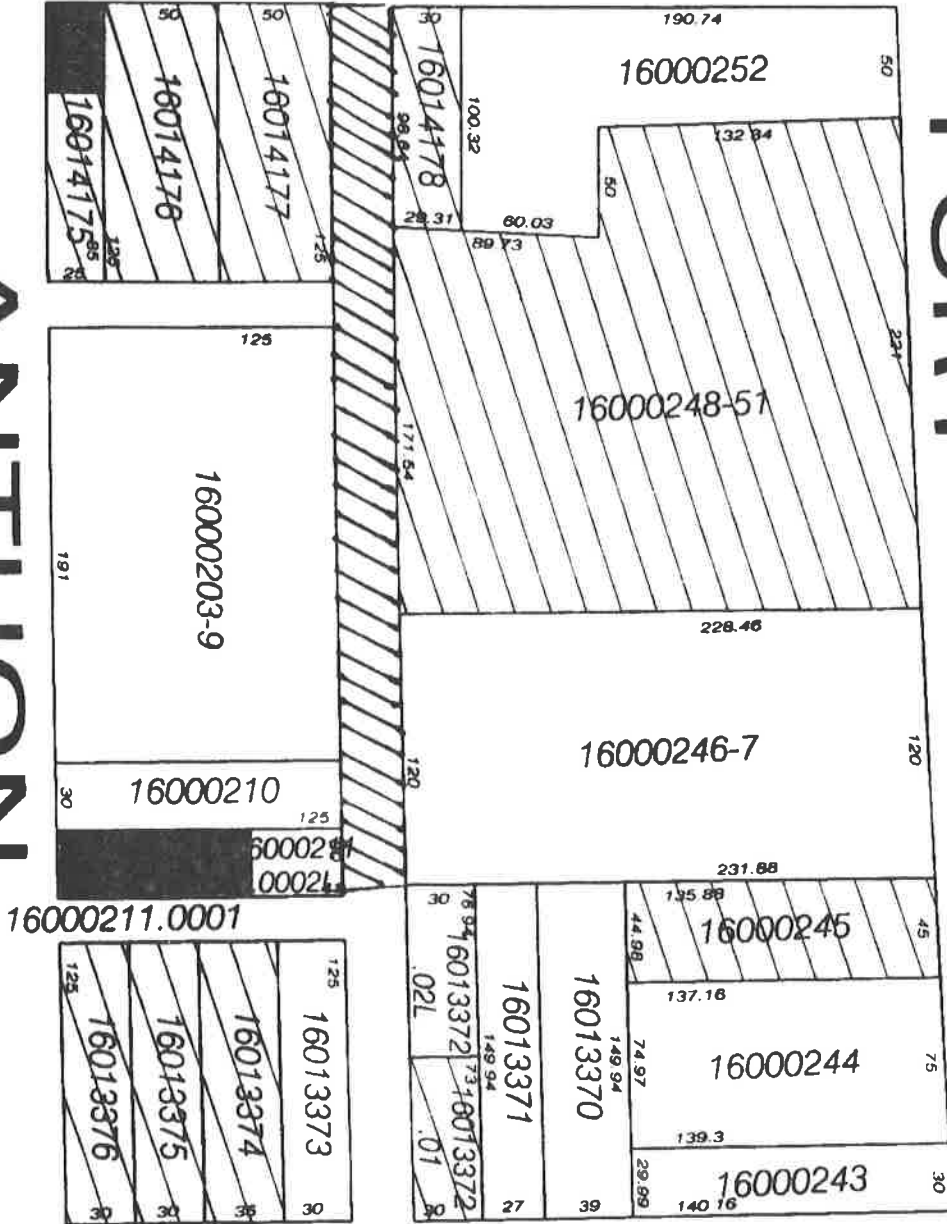
REVISION PLAN
 1. 10/15/2011
 2. 10/15/2011



CAMPBELL

FORT

ANTHON



JUNCTION

City Owned Property
 Tax Liens
 Vacant Land

City of Detroit - GIS
 Thematic Map
 June 13 2005

www.GIS.Sites.Center@1501Detroit.mi.us 313.224.9477
 Note: This is not a survey map.