



MAINTENANCE AGREEMENT

This agreement is made and entered into this 3rd day of May 2012 by and between the City of Detroit, a body public, through its Department of Public Works, (referred to as the "City") and Messiah Baptist Church.

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

1. **Purpose of Agreement:** Messiah Baptist Church owns certain property described as: LOTS 8 AND 9 OF BURGHARDT'S SUBDIVISION OF THE N.E. 1/4 OF THE N.W. 1/4 OF SEC. 9 T 1S., 11E., GREENFIELD TWP., WAYNE COUNTY, MICHIGAN REC'D L. 49, P. 27 PLATZ W.C.R. *TAX ID 38-1688881
CKA 8135 W. Seven Mile Road*
2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of Messiah Baptist Church.
3. **Indemnification and Hold Harmless:** Messiah Baptist Church hereby agrees to indemnify, defend and hold the City harmless from all loss, cost, expense, actions, claims of action, damages and liability (including attorney's fees and cost) for injury to or death of any person or persons and for the damage to or destruction of property arising from Messiah Baptist Church it's use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** Messiah Baptist Church 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 from 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 combines single limits bit 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. Said Coverage may be executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate of the original of an insurance policy affecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary, non-contributory and excess. Messiah Baptist Church shall be responsible for payment of all deductibles relating to insurance, obtained by Messiah Baptist Church. The provisions requiring Messiah Baptist Church to carry such insurance shall not be

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construed as waiving or restricting the liability of Messiah Baptist Church under this agreement.

5. **Right to Assign:** Messiah Baptist Church 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, Messiah Baptist Church's 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 Messiah Baptist Church. 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 Messiah Baptist Church to the public right of ways described herein 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 of the City's right to convey, alter or eliminate the said public alley.
11. **Messiah Baptist Church 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.**

Messiah Baptist Church

Signature: *Arthur Phillips*
Arthur Phillips, Authorized Trustee Board Chairman

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 3rd day of May 2012, by Arthur Phillips Its Authorized Trustee Board Chairman of Messiah Baptist Church, a Michigan company on behalf of the company.

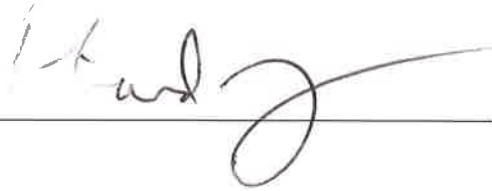


[Signature]
Notary Public
~~Wayne County~~, Michigan
Acting in Wayne County, Michigan
My commission expires 4/21/2018

APPROVED AS TO
FORM & EXECUTION
L.S. Barker
Assistant Corporation Counsel
Supt. 6/11/12

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, City Engineer
City of Detroit
Department of Public Works
City Engineering Division

Drafted by: Michael C. Turri
1120 W Baltimore
Detroit, MI 48202



SEVEN MILE RD. (86' WIDE)

*Road patch
R.O.W. permit*

ROSELAWN RD. (100' WIDE)



- Legend**
- 1" = 10' (1" = 10')
 - 1" = 20' (1" = 20')
 - 1" = 30' (1" = 30')
 - 1" = 40' (1" = 40')
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ALL EXISTING CONDITIONS ARE PER SURVEY BY
METCO SERVICES, INC. THEIR DRAWING 07-118
DATED 11-21-2007

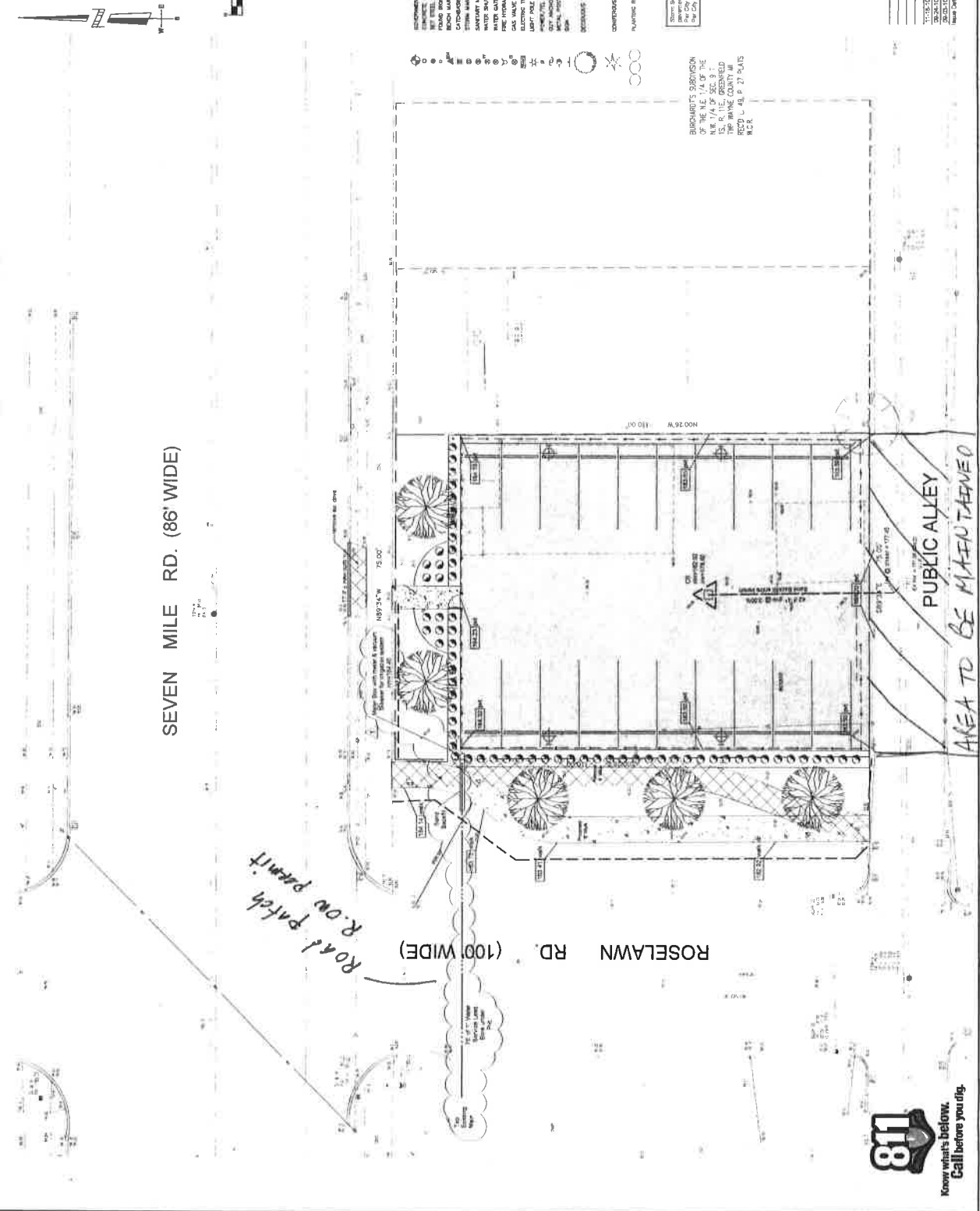


STATE OF MICHIGAN
SURVEYOR
JAMES W. METCO
No. 25152
Exp. 12/31/11
Metco Services, Inc.
1100 S. W. 11th Street
Tulsa, Oklahoma 74119
Phone: 918.438.2784

PERMITS: SUBMITTER
OF THE A.E. 1, A.E. 2
N.E. 1/4 OF SEC. 9
T. 15, R. 11 E. GREENFIELD
TOWNSHIP, OSAGE COUNTY
MICHIGAN
M.C.R. 11-01-27-0415



PUBLIC ALLEY
AREA TO BE MAINTAINED





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Church Mutual Insurance Company 3000 Schuster Lane Merrill WI 54452	CONTACT NAME: Carrie L Heckendorf PHONE (A/C, No. Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: checkendorf@churchmutual.com	FAX (A/C, No): 855-264-2329	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MESSIAH BAPTIST CHURCH OF DETROIT 8100 W 7 MILE RD DETROIT MI 48221-2106	INSURER A: Church Mutual Insurance Company		18767
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		<input checked="" type="checkbox"/>	0051538-02-447032	04/05/2012	04/05/2015	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Liability Insurance for the existing alley effective May 11, 2012, at 8235 W 7 Mile Rd, Detroit, MI and 8243 W 7 Mile Rd, Detroit MI. Commercial General Liability Additional Insured = City of Detroit, Department of Public Works, subject to the coverage provided by the referenced policy. 073 - A225

CERTIFICATE HOLDER City of Detroit, Department of Public Works City Engineering Division 2 Woodward Ave Suite 513 Detroit, MI 48226-5436	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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