

# MAINTENANCE AGREEMENT

This agreement is made and entered into this 11<sup>th</sup> day of January 2013 by and between the City of Detroit, a body public, through its Department of Works, (referred to as the "City") and MSR Holding, LLC., a Michigan Company (referred to as (DBA) "MSR Holding").

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

1. **Purpose of Agreement:** MRS Holding owns certain property described as: E:Lot 36 and lot 37, "Hubbard & Kings Subdivision" according to the Plat thereof, filed in Liber 7, page(s) 20, records of Wayne County, State of Michigan.

Tax Parcel No.: Ward 01 Item 001153  
Commonly known as 110 East Garfield, Detroit, MI 48201

Which it intends to improve and maintain for parking. City owns a certain alley and right of way adjacent to MRS Holding property. Since persons entering or exiting from the MRS Holding parking lot may use the City owned property MRS Holding 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 MRS Holding.
3. **Indemnification and Hold Harmless:** MRS Holding 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 MRS Holding it's use or maintenance of section of publicly owned alley as to which it agrees to provide maintenance.
4. **Insurance:** MRS Holding covenants and agrees at its sole cost and expense to maintain for 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, destruction0 occurring upon, in or about 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, Risk Management Division. Said Coverage may be executed by a certificate of

CITY ENGINEERING DIVISION - DP  
900 CADILLAC TOWER  
DETROIT, MICHIGAN 48226-2873

RECEIVED JAN 25 2013



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 maintained by the City shall be secondary and non-contributory and excess. MRS Holding shall be responsible for payment of all deductibles relating to insurance maintained by MRS Holding. The provisions requiring MRS Holding to carry such insurance shall not be construed as waiving or restricting the liability of MRS Holding under this agreement.

5. **Right to Assign:** MRS Holding may assign its obligations under this agreement to an unrelated third party upon City's prior consent. Upon such authorized assignment to an unrelated third party, MRS Holding obligation 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 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 party.
8. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of MRS Holding. 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 person.
9. **Improvement Changes:** Any changes by MRS Holding 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 or City's right to convey, alter or eliminate the said public alley.
11. **MRS Holding and its successors agree** perpetually to maintain the subject publicly owned alley and provide in relation to it the following services:
  1. **Proper Alley Pavement at all times free of obstruction.**
  2. **Snow removal.**

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MRS HOLDING, LLC., a Michigan company (referred to as (DBA) "MRS Holding")

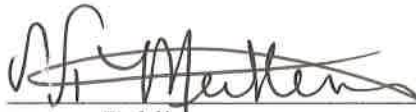
BY: 

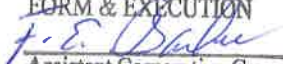
Mohamed Sohoubah

It's Authorized member

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January 2013, by Mohamed Sohoubah, the authorized member of MRS Holding, LLC., a Michigan company (referred to as (DBA) "MRS Holding") on behalf of the company.

  
\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My commission expires March 10, 2014

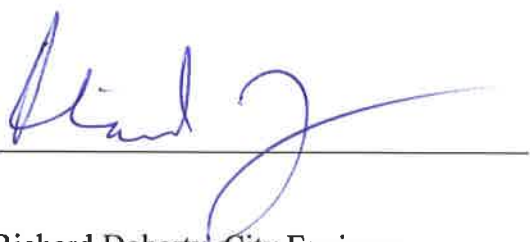
APPROVED AS TO  
FORM & EXECUTION  
  
Assistant Corporation Counsel  
1/23/2013

VI E MULLINS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires: March 10, 2014  
Acting in the County of Wayne

When recorded return to;  
City of Detroit, Department of Public Works  
City engineering division  
65 Cadillac Tower, Suite 1000  
Detroit, MI 48226

APPROVED  
  
Sig \_\_\_\_\_  
Date 1-18-13  
Mohamed Sohoubah

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: 

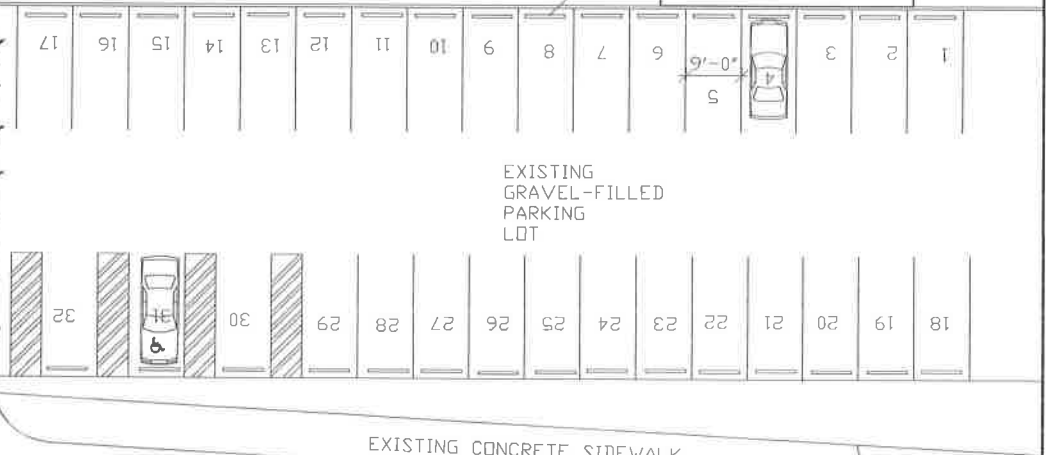
Richard Doherty, City Engineer  
City of Detroit  
Department of Public Works  
City Engineering Division

GARFIELD AVE 65 FT WIDE

EXISTING CONCRETE SIDEWALK

EXISTING (1) STORY MASONRY BLDG.

PROPOSED TIRE BUMPERS LOCATION TO IDENTIFY PARKING SPACES



EXISTING GRAVEL-FILLED PARKING LOT

EXISTING CONCRETE SIDEWALK

EXISTING 6 FT HIGH CHAINLINK FENCE

JOHN R. ROAD 84 FT WIDE

ZONING DISTRICT: R6

SITE DATA:

TOTAL LOT AREA:

11,522 SQ. FT. (0.26)

PARKING DATA:

PROPOSED PARKING:

32 PARKING SPACES

SITE PLAN

SCALE: 1/32" = 1'-0"

Not to Scale



AREA TO BE MAINTAINED

PUBLIC ALLEY 20FT WIDE

PROPOSED INGRESS AND EGRESS LOCATION VIA EXISTING ALLEY

EXIST'G ALLEY DRIVEWAY APPROACH