

MAINTENANCE AGREEMENT

This Agreement is made and entered into, this 3RD day of FEBRUARY, 2014, by and between the City of Detroit, a body public, through its Department of Public Works (referred to as the ("City")), and Birds of a Feather Company, LLC, a Michigan Limited Liability Company.

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

1. Purpose of Agreement: Birds of a Feather Company, LLC owns certain property(s) described as:

Parcel 1: Lots 48, 49, 50 and 51 Engel Grove Subdivision of the North 45 acres of the East ½ of the Northwest ¼ of the Section 18, Town 1 South, Range 11 East, City of Detroit, Wayne County, MI as recorded in Liber 52, Page 44 of Plats, Wayne County Records,

Parcel 2: Lots 40 to 47 inclusive, Engel Grove Subdivision of the North 45 acres of the East ½ of the Northwest ¼ of Section 18, Town 1 South, Range 11 East, City of Detroit, Wayne County, MI according to the plat thereof as recorded in Liber 52, Page 44 of Plats, Wayne County Records. Also known as Property Address: 14611-31 W. McNichols, Detroit, MI

Which it intends to improve as a commercial development and related parking. City owns a certain alley and right of way adjacent to the Birds of a Feather Company, LLC property. Since persons entering or exiting from the Birds of a Feather Company, LLC property may be in use of the City owned property, Birds of a Feather Company, LLC agrees to maintain a section of the publicly owned alley as detailed in the plan attached as exhibit "A" in accordance with Section 11 below.

2. Financial Responsibility: It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of Birds of a Feather Company, LLC.
3. Indemnification and Hold Harmless: Birds of a Feather Company, LLC 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 costs) for injury to or death of any person or persons and for any damage to or destruction of the property arising from Birds of a Feather Company, LLC uses or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. Insurance: Birds of a Feather Company, LLC covenants and agrees at its sole cost and expense to maintain for mutual benefit of it and the City including comprehensive general liability insurance on an occurrence form for the benefit of it and the City including comprehensive general liability insurance for 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 City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226, Attn: Risk. 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 maintained by the City shall be secondary and non-contributory and excess. Birds of

a Feather Company, LLC shall be responsible for payment of all deductibles relating to insurance maintained by Birds of a Feather Company, LLC. The provisions requiring Birds of a Feather Company, LLC to carry such insurance shall not be construed as waiving or restricting the liability of Birds of a Feather Company, LLC under the agreement.

5. Right to Assign: Birds of a Feather Company, LLC 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, Birds of a Feather Company, LLC'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 agreement, negotiations or representations not expressly set forth in the 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 Birds of a Feather Company, LLC. 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 material changes by Birds of a Feather Company, LLC 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. Birds of a Feather Company, LLC and its successors agree perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:
 - a. Keep alley pavement free from obstructions.
 - b. Snow removal.

Birds of a Feather Company LLC, a Michigan Limited Liability Company

By: Mary Ann Dalglish
Mary Ann Dalglish

Its: Agent

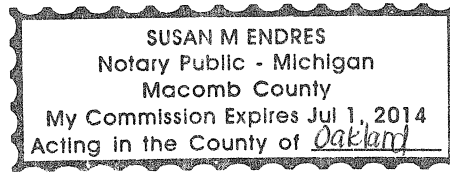
STATE OF MICHIGAN)

) ss

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 3rd day of Feb., 2014 by Mary Ann Dalglish the authorized agent of Birds of a Feather Company, LLC, a Michigan limited liability company, on behalf of the company.

Susan M. Endres
Notary Public
County of MACOMB
My commission expires: 7-1-2014

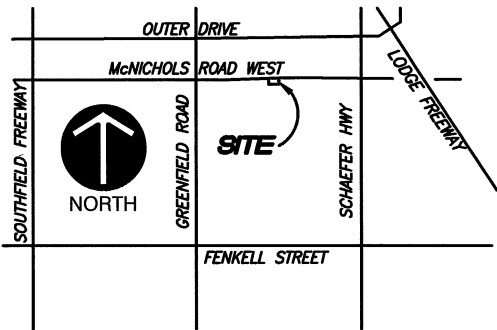


City of Detroit, through its Department of Public Works – City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Words – City Engineering Division deems this agreement void/useless.

BY: [Signature]

Approved as to form and execution

By: James M. Edwards
2/12/2014



LOCATION MAP
NOT TO SCALE

EXHIBIT "A"
DRAFT



PROPERTY DESCRIPTION
(22012872-81)

PARCEL 1:

LOTS 48, 49, 50 AND 51, "ENGEL GROVE SUBDIVISION", OF THE NORTH 45 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWN 1 SOUTH, RANGE 11 EAST, CITY OF DETROIT, WAYNE COUNTY MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 52, OF PLATS PAGE 44, WAYNE COUNTY RECORDS.

PARCEL 2:

LOTS 40 THROUGH 47 BOTH INCLUSIVE, "ENGEL GROVE SUBDIVISION", OF THE NORTH 45 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWN 1 SOUTH, RANGE 11 EAST, CITY OF DETROIT, WAYNE COUNTY MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 52, OF PLATS PAGE 44, WAYNE COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTIONS ARE BEING ASSESSED AS:

LOTS 40 THROUGH 51, "ENGEL GROVE SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 52, OF PLATS PAGE 44, WAYNE COUNTY RECORDS.

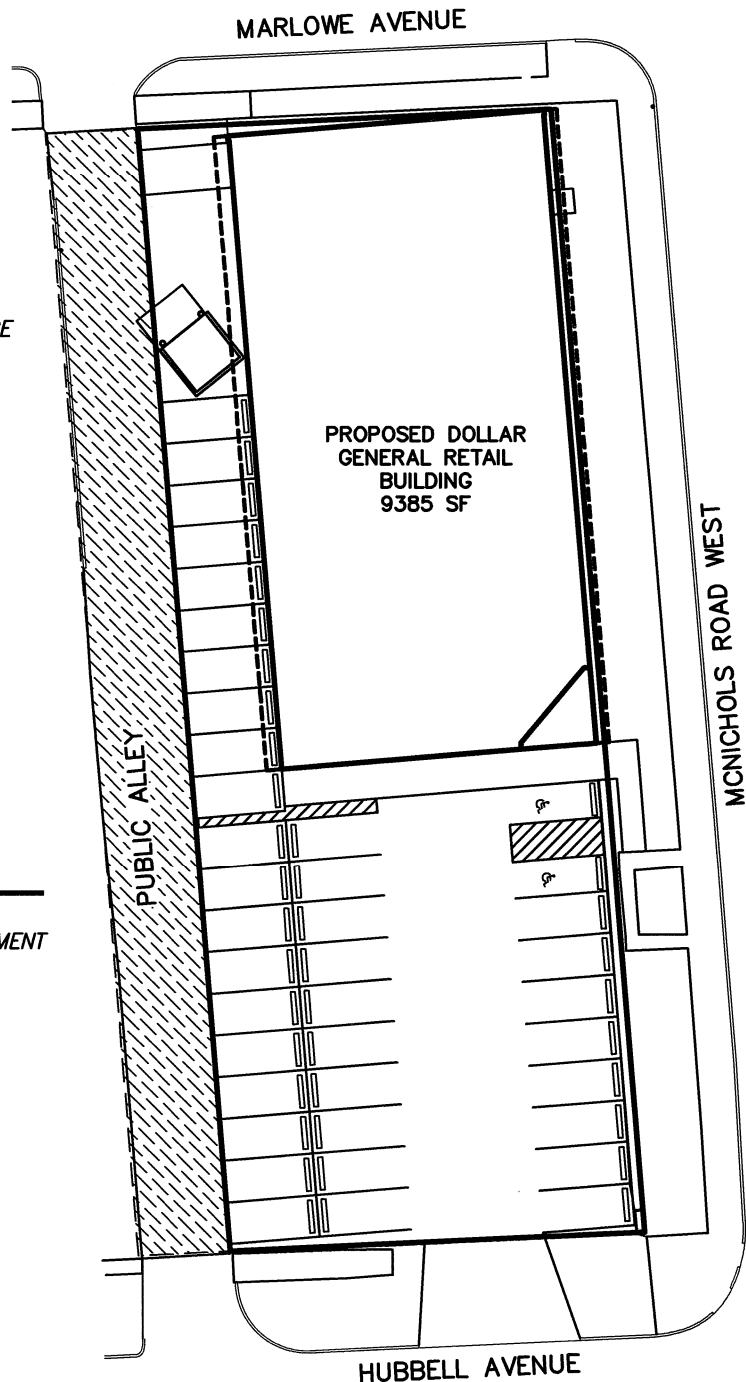
LEGEND

 AREA OF ALLEY MAINTENANCE AGREEMENT

PROPOSED MAINTENANCE AGREEMENT

AN ALLEY MAINTENANCE AGREEMENT BETWEEN THE TENANT AND THE CITY TO ALLOW PULL IN PARKING TO AN FROM THE EXISTING ALLEY.

AREA OF PROPOSED ALLEY MAINTENANCE AGREEMENT IS APPROXIMATELY 20 FEET WIDE BY 243 FEET LONG AS INDICATED BY THE SITE PLAN OR APPROXIMATELY 4,860 SQUARE FEET.

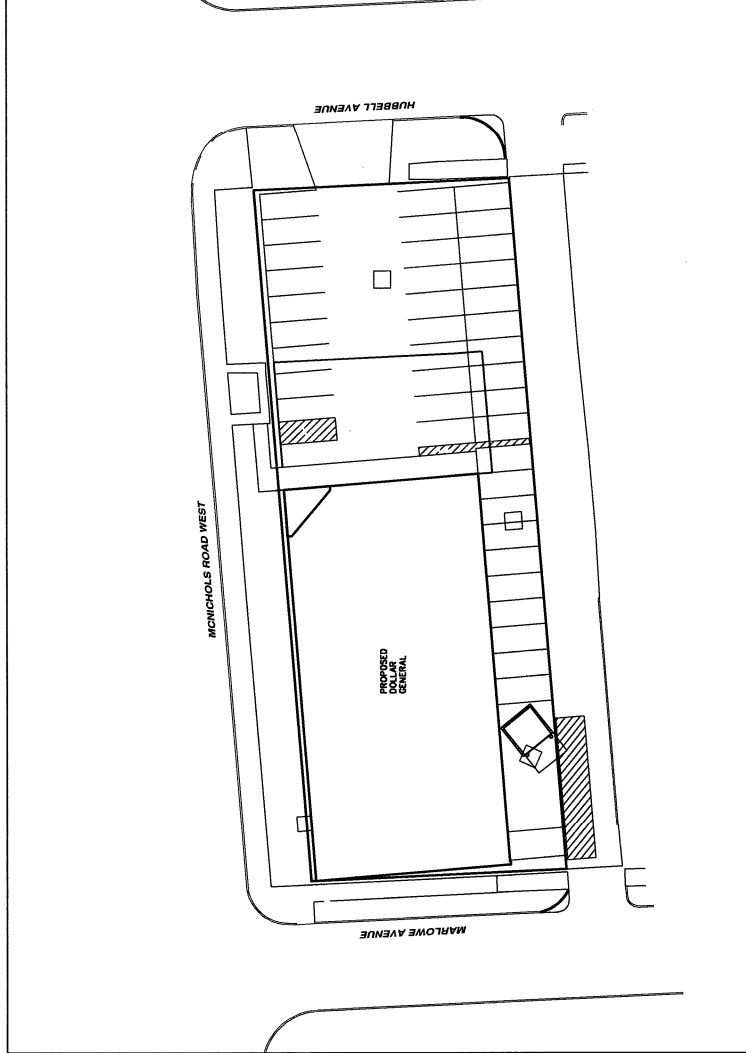


CONSTRUCTION PLANS FOR
DOLLAR GENERAL
 14611 McNICHOLES ROAD WEST
 CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

DEVELOPER
 DALGLEISH CONSULTING
 5319 ROYAL VALE LANE
 DEARBORN, MICHIGAN 48126
 (313) 319-3435

CIVIL ENGINEER
 K2 LAND CONSULTANTS
 23125 GREATER MACK AVE #806083
 SAINT CLAIR SHORES, MICHIGAN 48080
 (586) 243-3087 PHONE

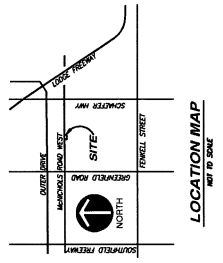
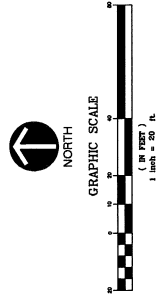
ARCHITECT
 ZUHORSKI ASSOCIATES PLLC
 17004 MADOLINE
 BEVERLY HILLS, MICHIGAN 48025
 (248) 672-0315



OVERALL DEVELOPMENT
 SCALE: 1" = 20'

SHEET INDEX

C-1	COVER SHEET
C-2	EXISTING CONDITIONS
C-3	DEMOLITION PLAN
C-4	GRADING & SOIL EROSION PLAN
C-5	DETAIL SHEET



DATE: 12/1/13	PROJECT NO: 13-1083	SCALE: 1"=20'
K2 LAND CONSULTANTS 23125 GREATER MACK AVE #806083 ST CLAIR SHORES, MICHIGAN 48080 (586) 243-3087		
DALGLEISH CONSULTING 14411 WEST McNICHOLS ROAD CITY OF DETROIT, MICHIGAN 48235		
<p>NOT FOR CONSTRUCTION</p>		

ISSUE DATE:	DESCRIPTION:
12/2/13	PLANNING
01/27/14	CONSTRUCTION
01/27/14	REVIEW PER CITY COMMENTS

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