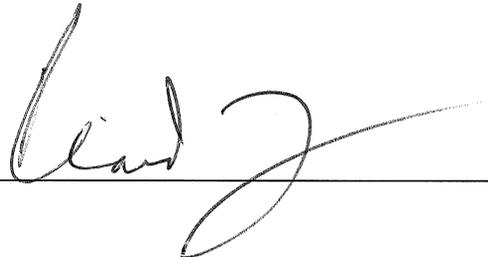


City of Detroit, Through its Department of public Works – City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Works – City Engineering Division deems this agreement void/useless.

By: 

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

Approved as to form & execution

By:   
Assistant Corporation Counsel

City of Detroit  
Law Department

5/30/2014

## MAINTENANCE AGREEMENT

This agreement is made and entered Into, this 20th day of March ~ 2014, by and between the **City of Detroit**, a body public, through its Department of Public Works (referred to as the "City"), and **Marlin Kajy of Snowden Properties LLC, a Michigan Limited Liability Company** (referred to as "**Snowden Properties, LLC**")

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

1. **Purpose of Agreement:** **Marlin Kajy of Snowden Properties LLC**, a Michigan Limited Liability corporation owns certain property(s) described as:

- a. Parcel ID 22-017438, 22-017437
- b. Lot 40 and West 20 feet of Lot 39, except 7 Mile Road as widened, GREENWICH PARK, according to the recorded plat thereof as recorded in Liber 41 on Page 28 of Plats, Wayne County Records.
- c. Commonly known as Property Address: 13330/13324/13322 West 7 mile Rd. Detroit, MI.48235

Which It intends to have improved as a commercial development and related parking. "City" owns a certain alley and right of way adjacent to the **Snowden Properties, LLC** property. Since persons entering or exiting from the "Snowden Properties, LLC" property may be In use of the "City" owned property, "**Snowden Properties, 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 "**Snowden Properties, LLC**".
3. **Indemnification and Hold Harmless:** "**Snowden Properties, 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 "**Snowden Properties, LLC**" uses or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** "**Snowden Properties, LLC**" covenants and agrees at its sole cost and expense to maintain for the 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) 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, MI48226, 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. "**Snowden Properties, LLC**" shall be responsible for payment of all deductibles relating to Insurance maintained by "**Snowden Properties, LLC**". The provisions requiring **Snowden Properties, LLC** to carry such insurance shall not be construed as waiving or restricting the liability of "**Snowden Properties, LLC**" under this agreement.

5. **Right to assign:** “*Snowden Properties, LLC*” may assign its obligations under this agreement to an unrelated third party upon the *City’s* prior written consent. Upon such authorized assignment to an unrelated third party, “*Snowden Properties LLC’s*” 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 agreement, negotiations or representations not expressly set forth in the agreement are of not 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 “*Snowden Properties 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 “*Snowden Properties, 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. ***Snowden Properties’, LLC* and its successors agree perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:**
  - a. **Proper Alley pavement at all times from obstruction**
  - b. **Snow Removal**

BY: Marlin Kay  
It's Authorized Member

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

The foregoing Instrument was acknowledged before me this 26 day of March 2014, by  
Marlin Kay the authorized member of the Snowden Properties, LLC, a Michigan  
Limited Liability Company on behalf of the company.

Notary Public Brandy M Gilcher

County of Oakland .....

My commission expires: 6/22/18

BRANDY M GILCHER  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires June 22, 2018  
Acting in the County of Oakland

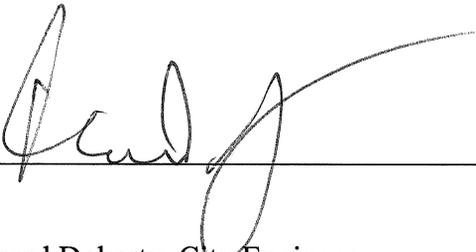
When recorded return to:  
City of Detroit, Department of Public Works  
City Engineering Division  
65 Cadillac Tower, Suite 1000  
Detroit, MI 48226

This document drafted by:  
Curtis Harris, Curtis A. Harris  
and Associates LLC. on behalf  
of Marlin Kay Snowden  
Properties LLC.

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

RECEIVED JUN - 2 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 Works – City Engineering Division deems this agreement void/useless.

By: 

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

Approved as to form & execution

By: \_\_\_\_\_  
Assistant Corporation Counsel

City of Detroit  
Law Department

RECEIVED JUN - 2 2014

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/14

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).

<b>PRODUCER</b> ISU-Great Northern Insurance Agency 34748 Dequindre Road Sterling Heights, MI 48310 Phone (248) 856-9000 Fax (248) 856-9001		<b>CONTACT NAME:</b> Lisa Thaqi <b>PHONE (A/C, No, Ext):</b> (248) 856-9000 <b>FAX (A/C, No):</b> (248) 856-9001 <b>E-MAIL ADDRESS:</b> lthaqi@4great.com	
<b>INSURED</b> 7 Mile Kennedy Inc.; Snowden Properties LLC 13344 W 7 Mile Rd Detroit, MI 48235		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CONIFER INSURANCE <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		CICP004258	09/27/2013	09/27/2014	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BUILDING/PERSONAL PROPERTY	Y		CICP004258	09/27/2013	09/27/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder listed as Named Insured and Additional Insured.  
 City of Detroit (As it relates to a certain alley and right of way adjacent to property listed on declaration).  
 Finance Department.  
 Coleman A.Young Municipal Center Detroit, MI 48226 listed as Additional Insureds on Policy.

**CERTIFICATE HOLDER****CANCELLATION**

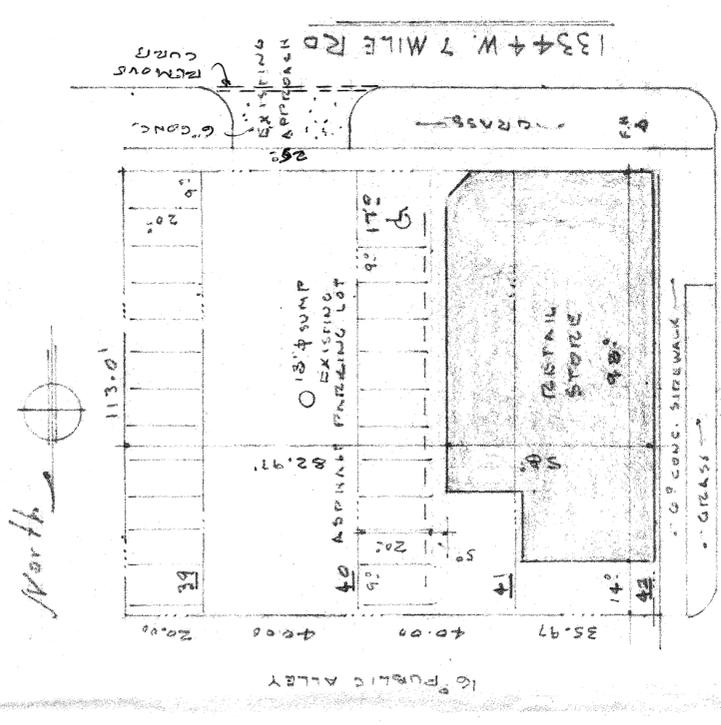
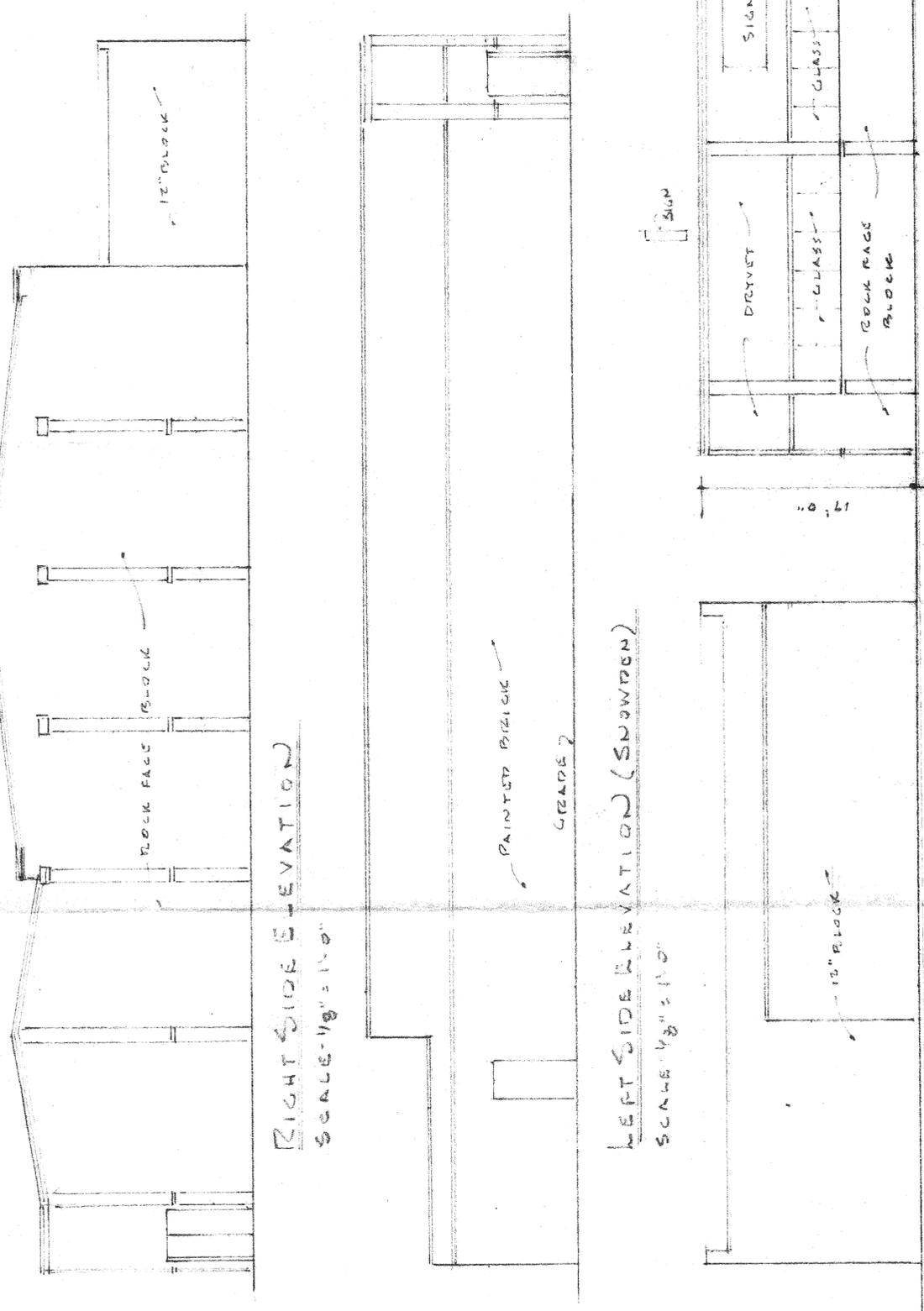
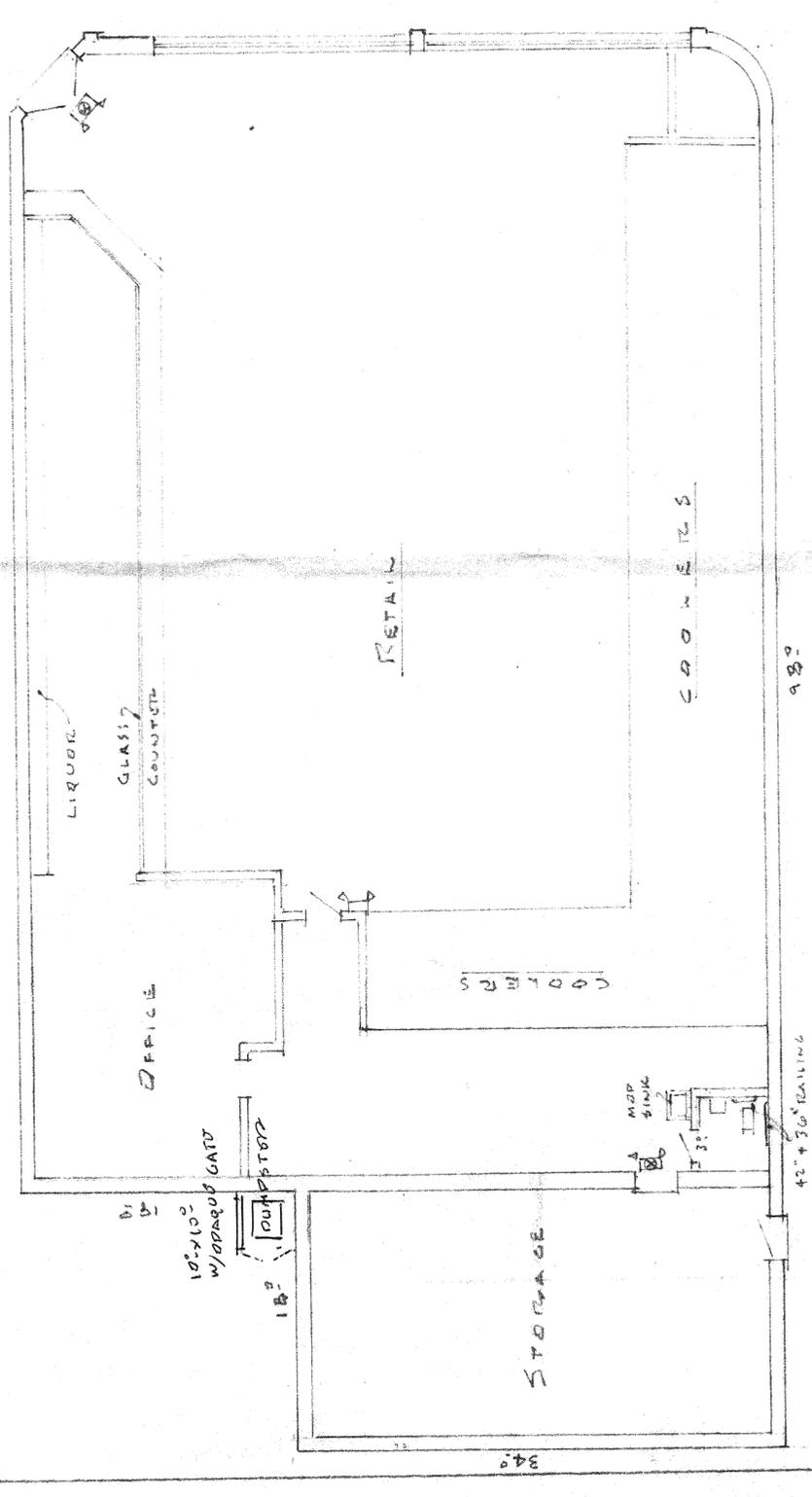
Snowden Properties LLC  
 13344 W. Seven Mile  
 Detroit, MI 48235

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

Lisa Thaqi

CONSTRUCTION TYPE III B  
USE GROUP M



LEGAL DESCRIPTION  
W 20' OF LOT 39  
40, 41 & 42

SNOWDEN

APPLICANT: KAREIDA KIRBY 13344 W. 7 MILE DETROIT MI, 48235	PROJECT: KENNEDY MLP LIQUOR STORE 13344 W. 7 MILE 313-342-6696	ARCHITECT/ ENGINEER  WILLIAM L. BIRMINGHAM ENGINEER NO. 26364 STATE OF MICHIGAN LICENSED PROFESSIONAL ENGINEER MAY 1958 EXPIRES MAY 1958 EXPIRES	DRAWN BY J. BINGHAM 313-341-6097	DATE: AUG. 26, 2013	SCALE SHOWN	REVISED	MARCH 6, 2014	SHEET NO. 1 of 1	PROJECT NO. 2013-326
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