

## MAINTENANCE AGREEMENT

This agreement is made and entered into, this 3 day of April, 2014, by and between the **City of Detroit**, a body public, through its Department of Public Works (referred to as the "City"), and **The Green Garage, LLC**, a Michigan limited liability company (referred to as "The Green Garage").

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

1. **Purpose of Agreement:** **The Green Garage** owns certain property(s) described as:

a) 624 W Alexandrine

N Alexandrine 17&18 & 19 BLK 96 Cass Farm Sub L1 P175-7 Plats, WCR 4/34 150 x 153

b) 4111 Second

NW Alexandrine 15 &16 BLK 96 Cass Farm Sub L1 P175 Plats, WCR 4/34 153.84 X 101.34

Which property it intends to improve for a mixed-use development and related parking. The **City** owns a certain alley and right of way adjacent to the **The Green Garage** property. Since persons entering or exiting from the **The Green Garage** property may be in use of the **City** owned property, **The Green Garage** 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. **Effective Date:** The terms of the Agreement shall commence on the date the Certificate of Occupancy is issued for **The Green Garage** property (the "Effective Date"). Proof of insurance shall be provided on the Effective Date.
3. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of **The Green Garage**.
4. **Indemnification and Hold Harmless:** **The Green Garage** 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 property arising from **The Green Garage's** use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
5. **Insurance:** **The Green Garage** covenants and agrees at its sole cost and expense to maintain insurance coverage for the mutual benefit of it and the **City** including comprehensive general liability insurance on an occurrence form basis 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, MI 48226, Attn: Risk Management Division. Coverage may be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting 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. **The Green Garage** shall be responsible for payment of all deductibles relating to insurance maintained by **The Green Garage**. The provisions requiring **The Green Garage** to carry such insurance shall not be construed as waiving or restricting the liability of **The Green Garage** under this agreement. Proof of insurance shall be provided on the Effective Date.

6. **Right to Assign:** **The Green Garage** 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, **The Green Garage's** obligations under this agreement will cease.
7. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
8. **Entire Agreement:** This agreement constitutes the entire agreement between the parties as to the publicly owned alley herein above described. 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.
9. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of **The Green Garage**. 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.
10. **Improvement Changes:** Any change whatsoever by **The Green Garage** to the public right of ways described herein shall be subject to the prior approval of the **City**.
11. 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.
12. **The Green Garage** 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 free from obstruction
  - b. Snow Removal

The Green Garage, LLC, a Michigan limited liability company

BY: *Thomas S. Brennan*  
It's Authorized Member

STATE OF MICHIGAN )  
                                          )SS  
COUNTY OF Wayne )

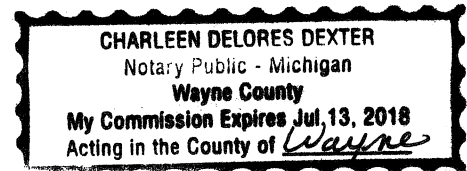
The foregoing instrument was acknowledged before me this 3 day of April, 2014, by

Thomas S. Brennan the authorized member of the The Green Garage, LLC, a Michigan limited liability company, on behalf of the company.

Charleen Delores Dexter  
Notary Public

County of Wayne

My commission expires: July 13, 2018



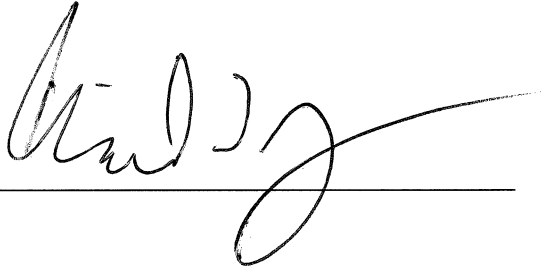
CITY OF DETROIT, DEPARTMENT OF PUBLIC WORKS

Signed: \_\_\_\_\_  
Name Date

BY: \_\_\_\_\_  
Name Date

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

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

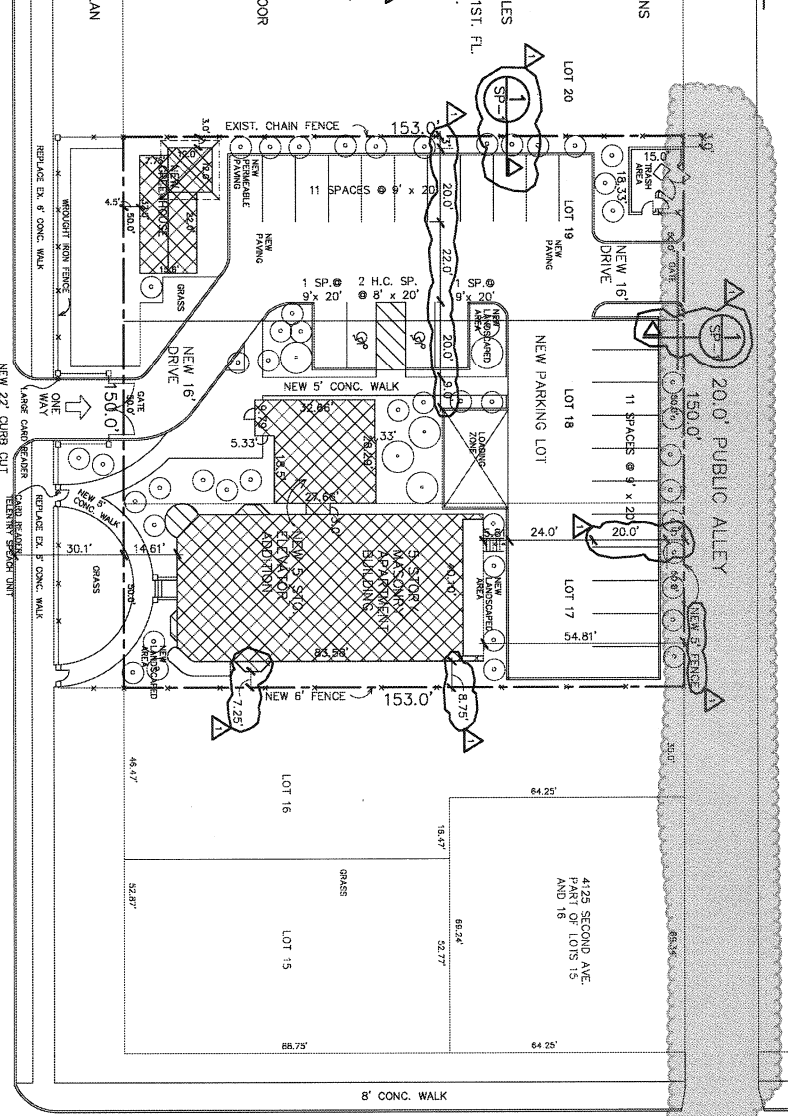
# RENOVATION TO EL MOORE GREENS

## 624 WEST ALEXANDRINE STREET, DETROIT, MI 48201

WEST WILLIS ST.

### LIST OF DRAWINGS

- SP-1 SITE PLAN
- SP-2 GRADING PLAN
- SP-3 LANDSCAPE PLAN
- SP-4 LANDSCAPE PLAN #1
- A-1 BASEMENT PLAN
- A-2 1ST FLOOR FLOOR PLANS
- A-3 2ND FLOOR FLOOR PLANS
- A-4 ROOF PLAN
- A-5 SOUTH ELEVATION
- A-6 EAST ELEVATION
- A-7 WEST ELEVATION
- A-8 NORTH ELEVATION
- A-9 SECTIONS & DETAILS
- A-10 SECTIONS & DETAILS
- A-11 SECTIONS & DETAILS
- A-12 ROOM FINISH SCHEDULES
- A-13 DOOR SCHEDULES
- A-14 REF. CLG. BSMT. & 1ST FL.
- A-15 REF. CLG. 2ND-5TH.
- A-16 ROOF PLAN
- A-17 GREENHOUSE PLANS
- A-18 ATTIC PLAN
- EL-1 ELEVATOR PLANS
- P-1 PLUMB. BSMT. & 1ST.
- P-2 PLUMB. WASTE RISER
- P-3 PLUMB. SUPPLY RISER
- P-4 PLUMB. SLIPPLY RISER
- P-5 HOT WATER RISER
- M-1 HVAC BSMT.-1ST. FLOOR
- M-2 HVAC 2ND.-ROOF
- E-1 ELEC. BSMT. PLAN
- E-2 ELEC. 1ST. FLOOR
- E-3 ELEC. 2ND. FLOOR
- E-4 ELEC. ROOF PLAN
- E-5 ELEC. RISER DIAGRAM
- E-6 ELEC. DIAGRAMS
- S-1 B, 1, 2 REPAIR PLAN
- S-2 B, 3, 4, ROOF REPAIR PLAN



**OCCUPANCY LOAD PER FLOOR**

5TH FLOOR 1740 S.F. = 8.75 PERSONS  
 4TH FLOOR 1352 S.F. = 6.76 PERSONS  
 3RD FLOOR 1352 S.F. = 6.76 PERSONS  
 2ND FLOOR 3352 S.F. = 16.76 PERSONS  
 1ST FLOOR 3352 S.F. = 16.76 PERSONS  
 BASEMENT 1200 S.F. = 6.0 PERSONS  
**TOTAL: 81.74 PERSONS**

**LEGAL DESCRIPTION**

LOTS 17 THRU 19, BLOCK 96 OF THE  
 "PLAT OF SUBDIVISION OF PART OF  
 THE CASS FARM, L. 1, P. 175-177 PLATS,  
 WAYNE COUNTY RECORDS."

**SITE PLAN**  
 SCALE 1/8"=1'-0"

**USE GROUP**  
 GROUP R-2 APARTMENT BUILDING-13 UNITS  
 GROUP R-1 MOTEL TRANSIENT-10 HOSTEL UNITS

**CONSTRUCTION TYPE**  
 TYPE III-B MASONRY WALLS  
 WOOD ROOF JOISTS

**OCCUPANCY LOAD**

RESIDENTIAL  
 4 FLOORS @ 3352 S.F. = 13408 S.F.  
 ROOF @ 1740 S.F. = 1740 S.F.  
 BSMT. @ 1200 S.F. = 1200 S.F.  
 TOTAL: = 16,348 S.F.  
 @ 1/200 S.F. = 81.74 PERSONS

**ZONING**  
 R-5 MEDIUM DENSITY RESIDENTIAL  
 DISTRICT

**PARKING REQUIRED**

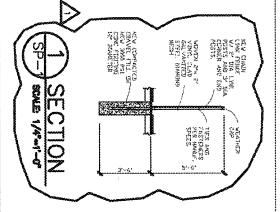
1.25 SPACES PER UNIT = 16.25 SPACES  
 12 APARTMENTS  
 10 HOSTEL RENTALS  
 2 EMPLOYEES @ 1SP. EA. = 2.0 SPACES  
**TOTAL: 18.25 SPACES**

**PARKING PROVIDED**

STANDARD SPACES 24 SPACES  
 HANDICAP SPACES 2 SPACES  
**TOTAL: 26 SPACES**

**CODES USED**

MICHIGAN BUILDING CODE 2009  
 MICHIGAN MECHANICAL CODE 2009  
 NATIONAL ELECTRICAL CODE 2008  
 & DETROIT ELECTRICAL ORDINANCES  
 MICHIGAN PLUMBING CODE 2009  
 MICHIGAN ENERGY CODE 2009  
 MICH. UNIFORM CODE FOR EXIST. BLDGS. 2003  
 DETROIT ZONING ORDINANCES 2012



NO.	DATE	BY	REVISION
1	3-8-13	...	ISSUE FOR PERMITS
2	3-8-13	...	ISSUE FOR PERMITS
3	3-8-13	...	ISSUE FOR PERMITS

ARCHITECT: INTERNATIONAL, INC.  
 PROJECT NO: 1317  
 SHEET NO: SP-1