

MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 1st day of June, 2014, by and between the *City of Detroit*, a body public, through its Department of Public Works (referred to as the "City"), and *1234 Library LLC*, a Michigan limited liability company (referred to as "Library").

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

1. **Purpose of Agreement:** *Library* owns Parcels 1, 2 and 3, as described on Exhibit "A" (referred to as the "Parcels"). The Parcels are divided by a 20 foot wide public alley owned by *City* that runs between Grand River Avenue and Gratiot Avenue, as shown on Exhibit A (referred to as the "Alley").

Library is in the course of developing a multi-story parking facility on Parcels 1, 2 and 3 (the "Development"). Since the Alley may be used in connection with and may affect the Development, *Library* agrees to improve, and thereafter maintain the Alley as detailed in the plans attached, respectively, as Exhibits "B-1 and B-2" and in accordance with the other terms and provisions of this Agreement.

Library also intends to remove the small concrete curbed islands (sometimes referred to as pedestrian refuge islands) projecting in front of the respective entranceways to the parking facility from Gratiot and Grand River Avenues. Following cutting off such islands so as to be flush with the surface of the surrounding pavement, *Library* agrees to repair and smooth over the surface and maintain same in good and safe condition, subject to the same terms and conditions as applicable under this agreement to the long term maintenance of the Alley.

2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of *Library*, subject to the limitations set forth in Paragraph 10 below.
3. **Indemnification and Hold Harmless:** *Library* agrees to indemnify, defend and hold *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 *Library's* use or maintenance activities with respect to the section of the Alley as to which it agrees hereby to provide maintenance and not resulting from the gross negligence or willful misconduct of *City*.
4. **Insurance:** *Library* covenants and agrees at its sole cost and expense to maintain for the mutual benefit of it and *City* comprehensive general liability insurance on an occurrence form for the benefit of it and *City* including comprehensive general liability insurance for property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by *Library* in or about the Alley, at combined single limits but not less than One Million Dollars (\$1,000,000.00) per occurrence: Two Million Dollars (\$2,000,000.00) 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 *City* to the attention of the *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 *City* shall be secondary and non-contributory and excess. *Library* shall be responsible for payment of all deductibles relating to

insurance maintained by *Library*. The provisions requiring *Library* to carry such insurance shall not be construed as waiving or restricting the liability of *Library* under this agreement.

5. **Right to Assign:** *Library* may assign its obligations under this agreement to an unrelated third party upon City's prior written consent, which shall not be unreasonably withheld or delayed. Upon such assignment to and acceptance by such unrelated third party, *Library'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 *Library*. 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 *Library* to the public right of way described herein (except for any repaving as described above) shall be subject to the prior approval of the City.

The Parties understand that this agreement in no way limits the property rights of City with regard to the subject Alley or City's right to convey, alter or eliminate the Alley.

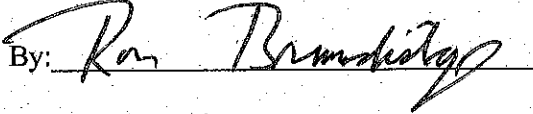
10. **Agreement to Maintain; Certain Limitations:** *Library* and its successors agree perpetually to maintain the paved surface of the Alley in between Gratiot Avenue and Grand River Avenue in good condition, free from obstruction, subject to temporary closures as needed from time to time to carry out maintenance and repair, utilities work (to the extent carried out by *Library*), improvements to or maintenance on the Development or any other adjoining improvements.

Library intends to improve the Alley by installing a hard paved surface consisting of 8 inch integrally colored "metallic gray" by Scofield concrete pavement with random cobblestone stamped resources stain and sealer, with sawcut joints, all as more particularly described on the schematic drawing attached as Exhibit B-1 and the photograph of the paving design shown on Exhibit B-2. *Library's* undertaking in this Agreement to repair and repave the Alley so as to maintain the Alley in good condition shall not require *Library* in carrying out such work to continue, repair, or replace the pavement using the original pavement design or materials so long as *Library* continues at all times to provide a hard paved surface in conformity with City specifications and to maintain same in good repair.

It is agreed by the parties that *Library's* maintenance and repair responsibilities under this Agreement shall not cover or extend to any repair, maintenance, repaving or replacement of pavement required as a result of any damage brought about by, or other circumstances arising from, work done in or to the Alley by *City* or its contractors or other designees of *City* or any agency thereof or by any utility company performing work on facilities located in or under the Alley.

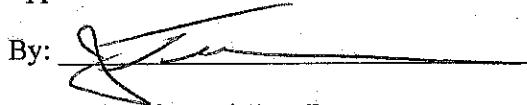
[signatures on following pages]

City of Detroit, Through its Department of Public Works acknowledges this agreement with said company, until the City of Detroit, through its Department of Public deems this agreement void/useless.

By: 

City of Detroit
Department of Public Works

Approved as to form & execution

By: 

City of Detroit Law Department

1234 Library LLC,
a Michigan limited liability company

By:

Its:

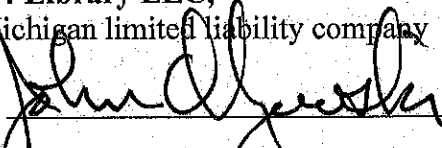
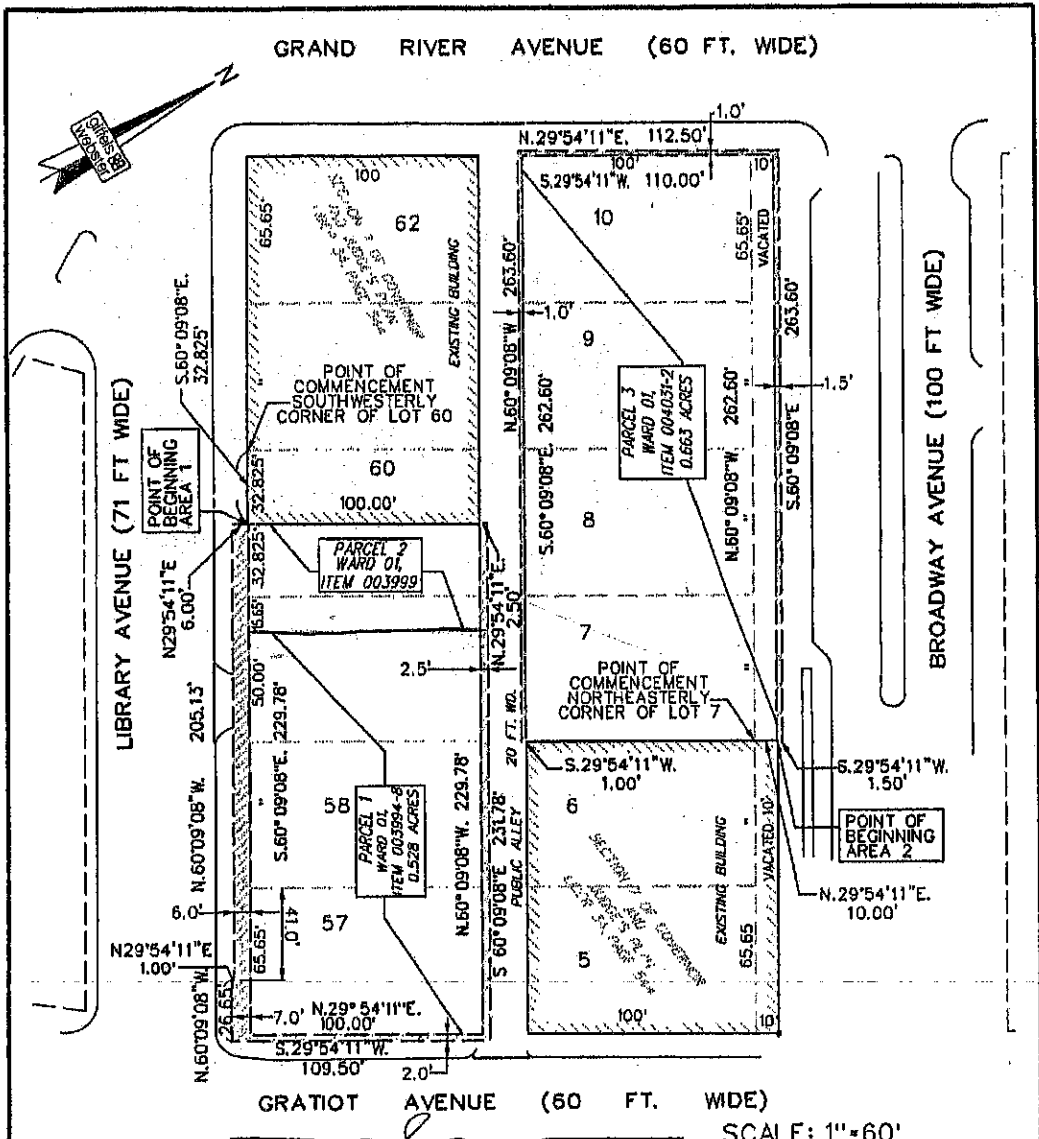

Vice President of Construction for
Bedrock Management Services LLC,
its authorized agent.

Exhibit A
The Parcels/Location of the Alley



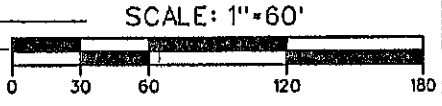
LEGEND

PUBLIC RIGHT OF WAY TO BE VACATED

LEGAL DESCRIPTION

- PARCEL 1**
 LOTS 57, 58, AND THE SOUTHEASTERLY 50 FEET OF LOT 59, PLAT OF SECTION 7, GOVERNOR AND JUDGES PLAN, AS RECORDED IN LIBER 34 OF DEEDS, PAGE 544, WAYNE COUNTY RECORDS. COMMONLY KNOWN AS: 1234 LIBRARY, DETROIT, MI 48226; TAX ID NUMBER: WARD 1 ITEM 3994-8.
- PARCEL 2**
 THE NORTH 15.65 FEET OF LOT 59 AND THE SOUTH 1/2 OF LOT 60, SECTION 7 OF GOVERNOR AND JUDGES PLAN ACCORDING TO THE PLAT RECORDED IN LIBER 34 OF DEEDS, PAGE 544, WAYNE COUNTY RECORDS. COMMONLY KNOWN AS: 1246, LIBRARY, DETROIT, MI 48226; TAX ID NO. WARD 1 ITEM 3999
- PARCEL 3**
 LOTS 7 THROUGH 10, ALL IN SECTION 7 OF GOVERNOR AND JUDGE'S PLAN, ACCORDING TO THE PLAT RECORDED IN LIBER 34 OF DEEDS, PAGES 544, WAYNE COUNTY RECORDS TOGETHER WITH A STRIP TEN FEET WIDE ADJOINING AND IMMEDIATELY IN FRONT OF SAID LOTS WHICH WAS ORIGINALLY A PART OF MIAMI AVENUE, AS DETERMINED BY DECREE MADE BY THE CIRCUIT COURT FOR WAYNE COUNTY, MICHIGAN, RECORDED IN LIBER 543 OF DEEDS, PAGE 476, WAYNE COUNTY RECORDS. COMMONLY KNOWN AS: 1327 BROADWAY, DETROIT, MI 48226; TAX ID NUMBER: WARD 01, ITEM 004031-2

**PUBLIC RIGHT OF WAY TO BE VACATED
 SKETCH OF DESCRIPTION
 CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN**



giffels webster

Engineers Surveyors
 Planners
 Landscape Architects
 Environmental Specialists
 28 W. Adams Street
 Suite 1200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5088
 www.giffelswebster.com

DATE:	02/26/13	CHECKED BY:	JNR	DATE:	2/13
DRAWN:	LDA				
DESIGN:					
SECTION:	7				
CITY:	DETROIT				

SCALE: 1"=60'
 SHEET: 1 OF 2
 JOB No: 18233.13D
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Exhibit B-1
Depiction of Alley Paving Improvements

Exhibit B-2
Paving Design

EXHIBIT B-2

