

SIDEWALK MAINTENANCE AGREEMENT

This agreement is made and entered into this 17 day of June, 2014 by and between the City of Detroit, a body public, through its Department of Public Works, (the "City") and 1214 Griswold Apartments LLC, a Michigan limited liability company ("1214 Griswold") (the "Agreement").

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

- 1. Purpose of Agreement:** 1214 Griswold owns a certain building described in Exhibit A attached hereto. City owns a certain right of way adjacent to the 1214 Griswold building, namely the sidewalk adjacent to 1214 Griswold along Griswold Street. Since persons entering or exiting from the 1214 Griswold building may use the City owned property, 1214 Griswold agrees to maintain a section of the publicly owned sidewalk as detailed in the plan attached as Exhibit B ("Maintenance Area") for so long as 1214 Griswold permits persons entering or exiting from the 1214 Griswold building to use the Maintenance Area.
- 2. Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein within the Maintenance Area shall be at the sole cost and expense of 1214 Griswold, subject to the limitations set forth in Paragraph 1 above.
- 3. Indemnification and Hold Harmless:** Except with respect to the actions or omission of the City, 1214 Griswold 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 solely during the period of time 1214 Griswold is performing any maintenance activities within the Maintenance Area as to which it agrees hereby to provide maintenance and not resulting from the gross negligence or willful misconduct of City and not resulting from the use of the Maintenance Area.
- 4. Insurance:** 1214 Griswold covenants and agrees to its sole cost and expense to maintain for the 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, destruction) occurring upon, in or about the Maintenance Area, at combined single limits but not less than One Million Dollars

(\$1,000,000.00) per occurrence; One Million Dollars (\$1,000,000.00) 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 the City to the attention of City of Detroit, Finance Department, Coleman A Young Municipal Center, Detroit, MI 48226, Attention: Risk Management Division. Said 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. 1214 Griswold shall be responsible for payment of all deductibles relating to the insurance maintained by 1214 Griswold pursuant to the provisions of this Agreement. The provisions requiring 1214 Griswold to carry such insurance shall not be constructed as waiving or restricting the liability of 1214 Griswold under this Agreement.

5. **Right to Assign:** 1214 Griswold (and any future property owners) may assign its obligations under this Agreement to an unrelated third party upon written notice to the City and/or in connection with a conveyance of the subject property. Upon such authorized assignment to an unrelated third party, 1214 Griswold's obligations (and the obligations of any future property owners) 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 and effect. Any amendment to or modification of this Agreement shall be of no force and 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 1214 Griswold. 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 changes by 1214 Griswold to the Maintenance Area are 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 Maintenance Area or the City's right to convey, alter or eliminate the Maintenance Area.
11. Until such time as set forth in Section 1, 1214 Griswold and its successors agree to maintain the Maintenance Area and to provide in relation to the Maintenance Area the following services:
 - a. Proper pavement at all times free of obstruction.
 - b. Snow removal.

12. It is agreed by the parties that 1214 Griswold's maintenance 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 Maintenance Area 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 Maintenance Area.

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FIRST SIGNATURE PAGE TO MAINTENANCE AGREEMENT BETWEEN THE
CITY OF DETROIT AND 1214 GRISWOLD ASSOCIATES LLC

1214 GRISWOLD APARTMENTS LLC,
a Michigan limited liability company

By:  _____
Lee A. Hurwitz
Its: Authorized Representative

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 17th day of June, 2014,
by _____, the authorized representative of 1214 Griswold Apartments LLC, a
Michigan limited liability company on behalf of the company.

 _____
Notary Public
_____ County, Michigan
Acting in OAKLAND County, Michigan
My commission expires 8/6/17

KIMBERLY A. HACKNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG 6, 2017
ACTING IN COUNTY OF _____

When recorded return to:
City of Detroit, Department of Public Works
City Engineering Division
65 Cadillac Town, 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

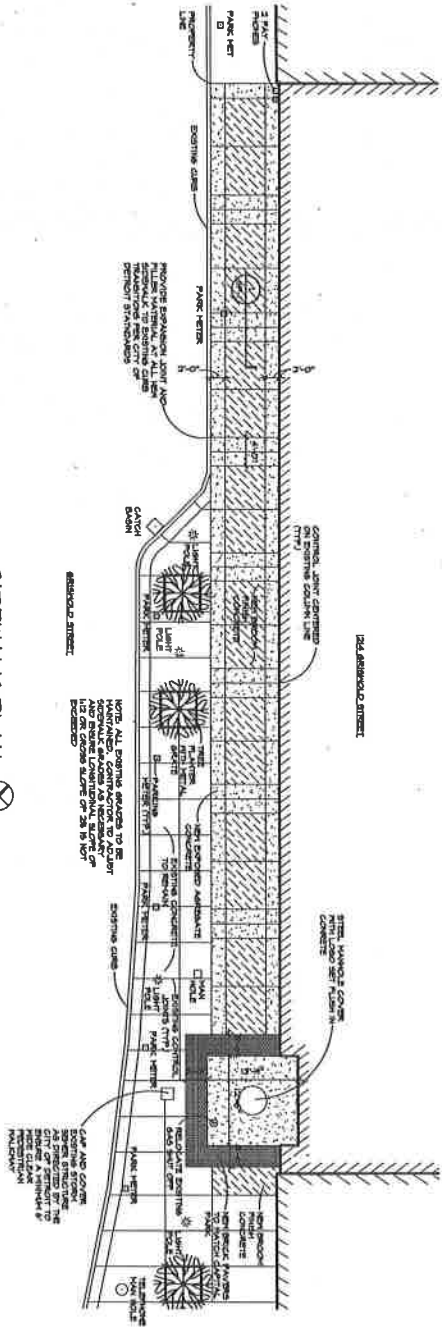
City of Detroit
Law Department

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

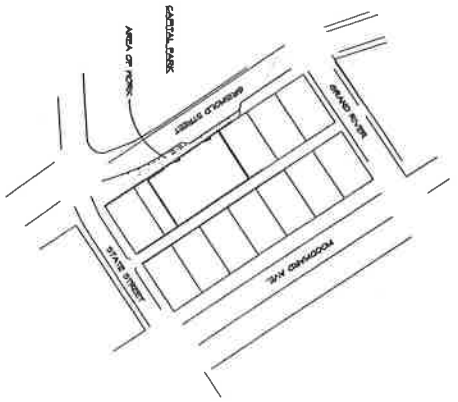
RECEIVED JUN 26 2014

EXHIBIT B

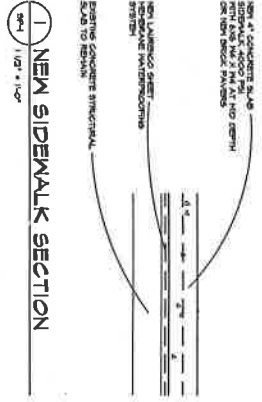
Maintenance Area



SIDEWALK PLAN
1/8" = 1'-0"



VICINITY MAP
NO SCALE



NEW SIDEWALK SECTION
1/8" = 1'-0"

| | |
|---|---|
| Drawings SIDEWALK REPLACEMENT 1214 GRISWOLD STREET DETROIT, MI 48226 | |
| Project Number 18-00-117 | Drawn OLS |
| Checked OLS | Scale 1/8" = 1'-0" |
| Date 08/21/18 | Sheet Number SP-1 |
| Author J. J. J. | Project 1214 GRISWOLD STREET DETROIT, MI 48226 |
| Checker J. J. J. | Client DETROIT DEPARTMENT OF PUBLIC WORKS |
| Designer J. J. J. | Contract 18-00-117 |
| Estimator J. J. J. | Contract 18-00-117 |
| Reviewer J. J. J. | Contract 18-00-117 |
| Approver J. J. J. | Contract 18-00-117 |

ARCHITECTS
DS
INC
 230 E. BROWN ST. SUITE 230
 DETROIT, MI 48226
 PHONE 313.467.7800
 FAX 313.467.7802
 WEB DSARCHITECTS.COM

EXHIBIT A

Land in the City of Detroit, County of Wayne, State of Michigan, more particularly described as follows:

Lots 72 and 73 and the Northerly 32 feet of Lot 74, Block 8, GOVERNOR AND JUDGES PLAN, as recorded in Liber 34 of Deeds, Page 543 of Plats.

Commonly known as: 1214 Griswold Street, Detroit, MI 48226-1821

Tax ID Number(s): Ward 2, Item 1996