

MAINTENANCE AGREEMENT

This agreement is made and entered into, this 12th day of August, 2014, by and between the **City of Detroit**, a body public, through its Department of Public Works (referred to as the "**City**"), and **PVM EJNP Real Estate Company LLC, (PVM)** a Michigan limited liability company.

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

1. **Purpose of Agreement:** **PVM** owns certain property(s) described as:
 - a. Parcel ID Nos. Ward 13, Items 000079, 000080, 000081, 000084, 000085 and 000086

Further, **PVM** is improving the curb and sidewalk within the right of way along Franklin Street along the property(s) listed above, as well as along certain property(s) not owned by **PVM** described as:

- b. Parcel ID Nos. Ward 13, Items 0000787, 000082, 000083, and 000087

Which it intends to have improved as a commercial development and related parking. **City** owns a certain right of way adjacent to the **PVM** owned and other non-**PVM** property. Since persons entering or exiting from the **PVM** property may be in use of the **City** owned property, **PVM** agrees to maintain a section of the publicly owned right of way as detailed in the plan attached as exhibit "A" in accordance with Section 11 below.

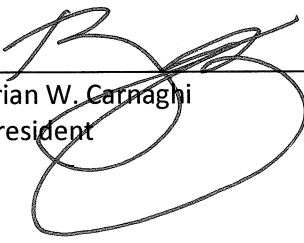
2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein sole be at the sole cost and expense of **PVM**.
3. **Indemnification and Hold Harmless:** **PVM** agrees to indemnify, defend and hold the **City** harmless from all loss, cost, expense, actions, 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 **PVM's** uses or maintenance of the section of the publicly owned right of way as to which it agrees hereby to provide maintenance.
4. **Insurance:** **PVM** covenants and agrees at its sole cost and expense to maintain insurance for the mutual benefit of it and the **City**, including comprehensive general liability insurance on an Acord form for the benefit of it and the **City** including comprehensive general liability for the public right of ways described herein, at the combined single limits but not less than One Million (\$1,000,000) per occurrence: One Million (\$1,000,000) 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. 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 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. **PVM** shall be responsible for payment of all deductibles relating to insurance maintained by

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

5. **Right to Assign:** **PVM** may assign its obligations under this agreement to an unrelated party upon **City's** prior written consent which consent shall not unreasonably be withheld. Upon such authorized assignment to an unrelated third party, **PVM** 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 **PVM**. 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 **PVM** 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 right of way, or the City's right to convey, alter or eliminate the said public right of way.**
11. **PVM** and its successors agree perpetually to maintain the subject publicly owned right of way and in relation to it perform the following services:
 - a. **Maintenance of Bollard and Chain Barricade**
 - b. **Snow Removal**
 - c. **Maintenance of trees located in right of way**
12. **This Agreement shall terminate if Parcel ID Nos. Ward 13, Items 000082, 000083, and 000087 are further developed by their respective land owners and the improvements made by PVM and contemplated herein are materially altered or removed.**

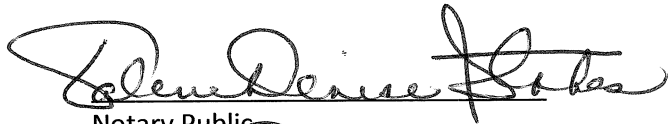
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PVM EJNP Real Estate Company, LLC,
a Michigan limited liability company

BY: 
Brian W. Carnaghi
ITS: President

STATE OF MICHIGAN)
County of Oakland)SS

The foregoing instrument was acknowledged before me this 12th day of August, 2014 by
BRIAN W. CARNAGHI the authorized member of the PVM EJNP Real Estate Company
LLC, a Michigan limited liability company, on behalf of the company.


Notary Public

County of Oakland

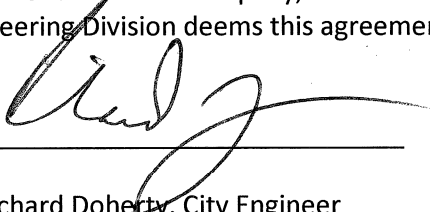
My commission expires: 12-3-19

VALERIE DENISE STOKES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission expires December 3, 2019
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


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 Council

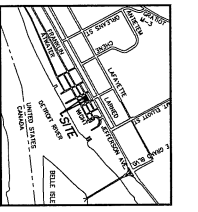
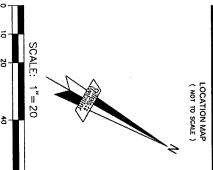
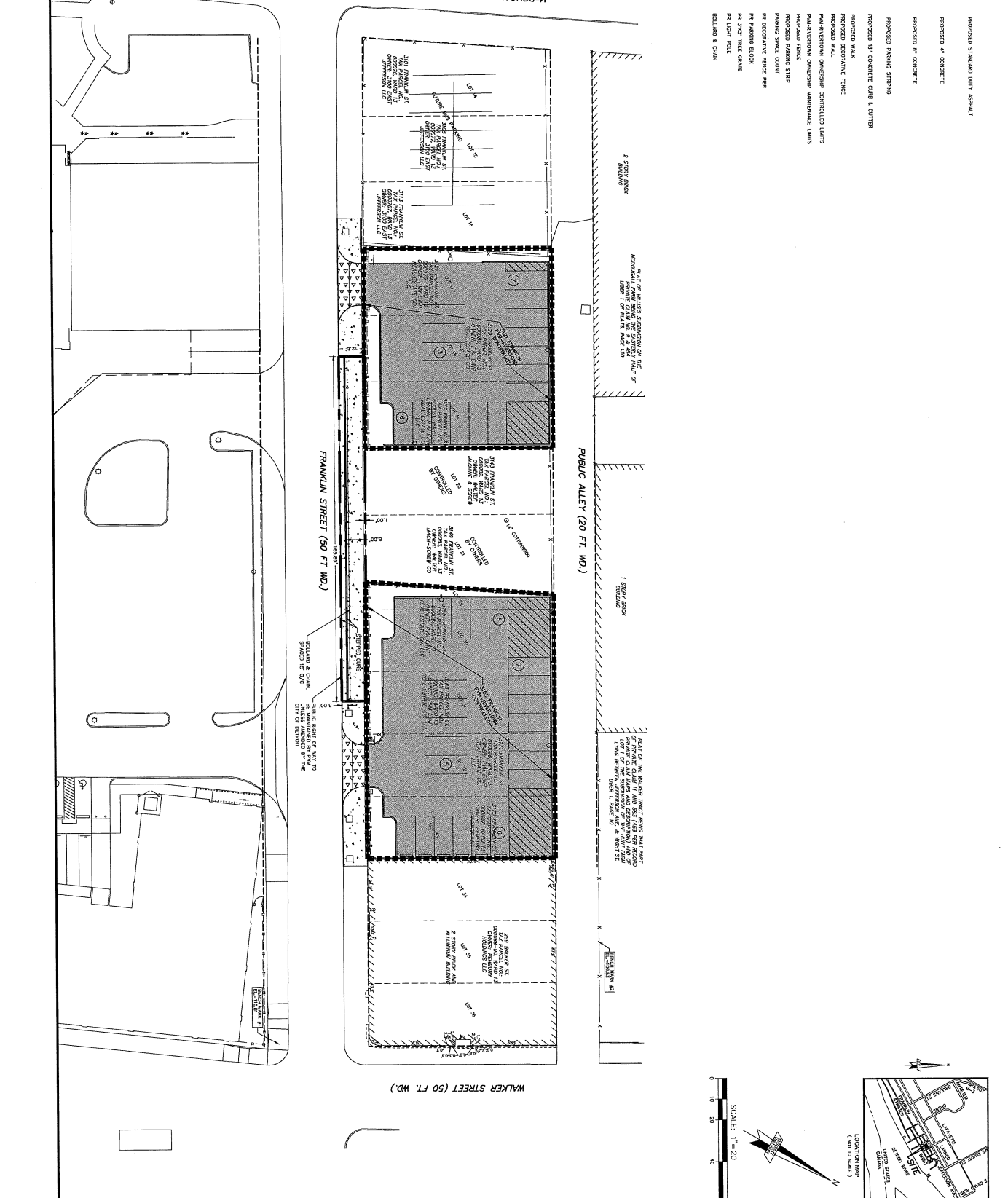
City of Detroit
Law Department

EXHIBIT A

LEGEND

- PROPOSED STANDARD DIRTY ASPHALT
- PROPOSED #4 CONCRETE
- PROPOSED #8 CONCRETE
- PROPOSED PARKING STRIP
- PROPOSED #8 CONCRETE CURB & GUTTER
- PROPOSED RECREATIVE FENCE
- PROPOSED 2' x 6" CONCRETE
- PROPOSED 2' x 8" CONCRETE
- PROPOSED 2' x 10" CONCRETE
- PROPOSED 2' x 12" CONCRETE
- PROPOSED 2' x 14" CONCRETE
- PROPOSED 2' x 16" CONCRETE
- PROPOSED 2' x 18" CONCRETE
- PROPOSED 2' x 20" CONCRETE
- PROPOSED 2' x 22" CONCRETE
- PROPOSED 2' x 24" CONCRETE
- PROPOSED 2' x 26" CONCRETE
- PROPOSED 2' x 28" CONCRETE
- PROPOSED 2' x 30" CONCRETE
- PROPOSED 2' x 32" CONCRETE
- PROPOSED 2' x 34" CONCRETE
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- PROPOSED 2' x 84" CONCRETE
- PROPOSED 2' x 86" CONCRETE
- PROPOSED 2' x 88" CONCRETE
- PROPOSED 2' x 90" CONCRETE
- PROPOSED 2' x 92" CONCRETE
- PROPOSED 2' x 94" CONCRETE
- PROPOSED 2' x 96" CONCRETE
- PROPOSED 2' x 98" CONCRETE
- PROPOSED 2' x 100" CONCRETE

ROLLBAR & CHAIN
 30' x 40' ROLLBAR & CHAIN
 40' x 40' ROLLBAR & CHAIN
 50' x 40' ROLLBAR & CHAIN
 60' x 40' ROLLBAR & CHAIN
 70' x 40' ROLLBAR & CHAIN
 80' x 40' ROLLBAR & CHAIN
 90' x 40' ROLLBAR & CHAIN
 100' x 40' ROLLBAR & CHAIN



giffels webster
 Architects
 Landscape Architects
 Environmental Scientists

6037 28th Walk Road
 Suite 100
 Washington, MI 48094
 Phone: 519 953-8888
 Fax: 519 953-8889
 www.giffelswebster.com

Encoder	P/J/L
Printer	T/C
Output Device	D/E
Plot Size	11 x 17
Plot Orientation	L
Plot Scale	1:1



DATE	REVISION

PRESBYTERIAN VILLAGES
 OF MICHIGAN
 26300 DIVERS RD., SUITE 300
 SOUTHFIELD
 MICHIGAN 48064
 PH: 248-281-2055
 FX: 248-281-2055

**EXHIBIT B
 SKETCH**

PRESBYTERIAN VILLAGES
 OF MICHIGAN RIVERVIEW -
 FRANKLIN PARKING LOTS
 CITY OF DETROIT
 MICHIGAN

DATE: 2014.08.11
 SCALE: N/A
 SHEET: 1817.200



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2014

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).

PRODUCER Caring Communities Shared Services LTD 1850 W. Winchester Road Suite 109 Libertyville IL 60048	CONTACT NAME: Underwriting Associate	
	PHONE (A/C, No, Ext): 847-549-8225 FAX (A/C, No): 847-549-8095 E-MAIL ADDRESS: Certificates@caringcomm.org	
INSURED Presbyterian Villages of Michigan PVM EJNP Real Estate Company, LLC 26200 Lahser Road Suite 300 Southfield MI 48033	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Caring Communities, A Reciprocal RRG	12373
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		

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.

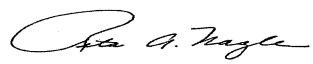
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CCRRRG-0023-14	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ -
	<input checked="" type="checkbox"/> Retro Date 09/16/2011						PERSONAL & ADV INJURY \$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000.00
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG \$ incl						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	EXCESS / UMBRELLA LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE						\$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

08/13/2014 11:56:52

Certificate holder is included as an Additional Insured under Coverage B Commercial General Liability of this Policy on a primary non contributory basis but only with respect to the LIABILITY for BODILY INJURY, PROPERTY DAMAGE or PERSONAL AND ADVERTISING INJURY in connection with the right of way Maintenance Agreement (Franklin Street) signed by the Named Insured.

CERTIFICATE HOLDER **CANCELLATION**

City of Detroit, Finance Department Coleman A. Young Municipal Center, Attn Risk Detroit MI 48226	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 
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