

Maintenance Agreement

This agreement is made and entered into, this 16 day of Sept, 2014 by and between the City of Detroit, a body public, through its Department of Public Works (referred to as the "City"), and Batch Brewing Company, a Michigan limited liability company.

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

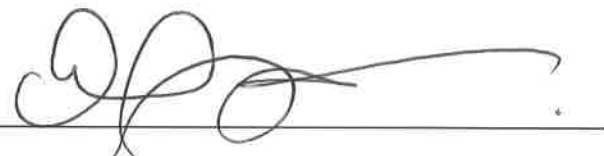
1. **Purpose of Agreement:** Batch Brewing Company LLC owns certain property described as
 - a. Lots 11 + 12 , and Lot 1, and the east 10' of lot 2 of block no 72, Woodbridge Farm, as recorded in Liber 1 Pages 146-147 in Plats, Wayne County Records
 - b. Tax ID #06000224-5, 06000277Which it is currently improving as a commercial development and related parking. City owns a certain alley and right of way adjacent to the Batch Brewing Company property. Since persons entering or exiting from the Batch Brewing Company property may be in use of the City owned Property, Batch Brewing Company, Batch Brewing Company agrees to paint 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 Batch Brewing Company
3. **Indemnification and Hold Harmless:** Batch Brewing Company 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 Batch Brewing Company uses or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** Batch Brewing Company 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 (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) per occurrence. One Million dollars aggregate. Such insurance coverage shall name the City as additional insured and shall provide that the same not be cancelled or materially modified without the express written consent from the City.
5. **Right to Assign:** Batch Brewing Company 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, Batch Brewing Company's under this obligation under this agreement will cease

6. Governing law: This agreement shall be governed by and construed in accordance with
7. Entire agreement: this constitutes the 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 party.
8. Successors and Assigns: This agreement shall be binding upon the successor and assigns of Batch Brewing Company. 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 Batch Brewing Company 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. Batch Brewing Company 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 
Stephen Rajmon
Its Managing Member

State of Michigan
County of Wayne

The foregoing instrument was acknowledged before me this 16 day of 9 2014, by Stephen Rajmon the authorized member of Batch Brewing Company LLC, a Michigan Limited Liability Company, on behalf of the company.


Notary Public

County of Wayne
Commission expires on: 8/7/2018

