

MAINTENANCE AGREEMENT

This agreement is made and entered into, this 13th day of March, 2015, by and between the *City of Detroit*, a body public, through its Department of Public Works (referred to as the "City"), and *Anew Life Properties, LLC*, a Michigan limited liability company (referred to as "Anew Life").

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

- 1. Purpose of Agreement:** *Anew Life* owns certain property(s) described as:
Bordered on the South by Baltimore Ave., on the North by Milwaukee Ave., on the West by Woodward Ave., and on the East by John R. Street

Land in the City of Detroit, County of Wayne and State of Michigan being the North 33.63 feet in the West line, and being the North 33.76 feet on the East line of the West 100 feet of Lot 9 in the "Patrick McGinnis Subdivision of Lot 1,2,3,4,5,6,7,8, and 9 of McCune's Subdivision of Part of fractional Section 31 in the City of Detroit, Wayne County, Michigan" as recorded in Liber 4 Page 93, Plats, Wayne County Records.

Which it intends to improve for Americans with Disabilities Act (ADA) egress (referred to as "ADA egress") and related parking. *City* owns a certain public sidewalk and right of way adjacent to the *Anew Life* property. Since persons entering or exiting from the *Anew Life* property may be in use of the *City* owned property, *Anew Life* agrees to maintain a section of the publicly owned ADA egress 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 *Anew Life*.
- 3. Indemnification and Hold Harmless:** *Anew Life* 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 *Anew Life's* uses or maintenance of the section of the publicly owned ADA egress as to which it agrees hereby to provide maintenance.
- 4. Insurance:** *Anew Life* 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 on an occurrence form 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. 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. *Anew Life* shall be responsible for payment of all deductibles relating to insurance

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

5. **Right to Assign:** *Anew Life* 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, *Anew Life'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 *Anew Life*. 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 *Anew Life* 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 ADA egress or the *City's* right to convey, alter or eliminate the said public ADA egress.
11. *Anew Life* and its successors agree perpetually to maintain the subject publicly owned ADA Egress and to provide in relation to it the following services:
 - a. Provide sidewalk pavement at all times free from obstruction.
 - b. Snow removal.

Anew Life, LLC, a Michigan limited liability company

BY: [Signature]
It's Authorized Member
Christopher T. Casteel

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

The foregoing instrument was acknowledged before me this 23rd day of July, 2015, by Christopher T. Casteel the authorized member of the Anew Life, LLC, a Michigan limited liability company, on behalf of the company.

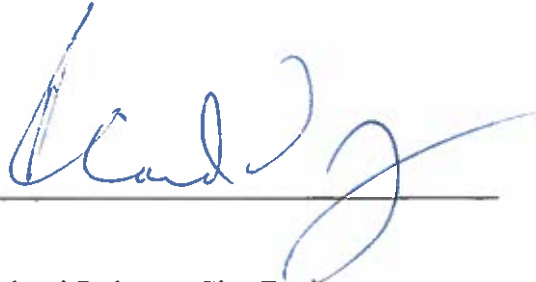
[Signature]
Notary Public
County of Oakland

GAIL H. SHAW
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
My Commission Expires Mar. 25, 2021
ACTING IN COUNTY OF Oakland

My commission expires: 3-25-21

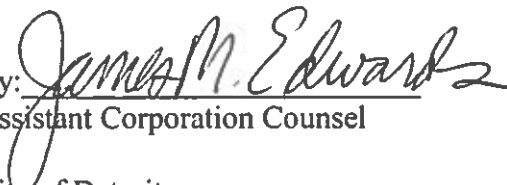
When recorded return to:
City of Detroit, Department of Public Works
City Engineering Division
65 Cadillac Tower, Suite 1000
Detroit, MI 48226

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

