

Maintenance Agreement

This agreement is made and entered into this 16 day of November, 2015 by and between the City of Detroit, a body public, through its Department of Public Works (referred to as the "City"), and Baseline Property Investments, LLC, 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: Baseline Property Investments, LLC owns certain property(s) described as:
 - a. Parcel ID No. 22019026
 - b. Legally described as: Lots 384 through 394, inclusive, Harry Slatkin's Subdivision No. 2, as recorded in Liber 73 of Plats, Page(s) 24, Wayne County Records.
 - c. Also known as Property Address 20811 W. 8 Mile Road, Detroit, MI 48219


Which it intends to have improved as a commercial development and related parking. City owns a certain alley and right of way adjacent to the Baseline Property Investments, LLC property. Since persons entering or exiting from the Baseline Property Investments, LLC property may be in use of the City owned property, Baseline Property Investments, LLC agrees to maintain 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 Baseline Property Investments, LLC.
3. Indemnification and Hold Harmless: Baseline Property Investments, LLC 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 Baseline Property Investments, LLC's uses or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. Insurance: Baseline Property Investments, LLC covenants and agrees as 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) Dollars 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. Baseline Property Investments, LLC shall be responsible for payment of all deductibles relating to insurance maintained by Baseline Property Investments, LLC. The provisions requiring Baseline Property Investments, LLC to carry such insurances shall not be construed as waiving or restricting the liability of Baseline Property Investments, LLC under this agreement.

5. **Right to Assign:** Baseline Property Investments, LLC may assign its obligations under this agreement to an unrelated third party upon City's prior written consent. Upon such authorization assignment to an unrelated third party, Baseline Property Investments, LLC'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 not 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 Baseline Property Investments, LLC. 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 Baseline Property Investments, LLC 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. Baseline Property Investments, LLC and its successors agree perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:
 - a. Maintain Proper Alley pavement at all times from obstruction
 - b. Snow Removal


Baseline Property Investments, LLC, a Michigan Limited Liability Company


By: NAJAH GASSO
Its: MANAGING MEMBER

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this November 16, 2015, by Najah Gasso, the authorized member of the Baseline Property Investments, LLC, a Michigan Limited Liability Company, on behalf of the company.

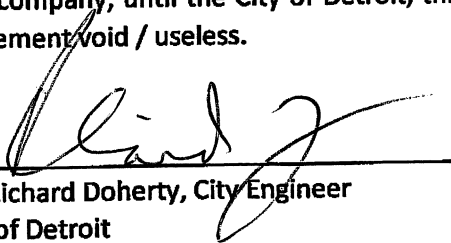
AMANDA SHAMOUN
Notary Public, State of Michigan
County of Oakland
My Commission Expires 01-19-2021
Acting in the County of Oakland



Notary Public:
Notary County/ State:
County Acting In:
Commission Expires:

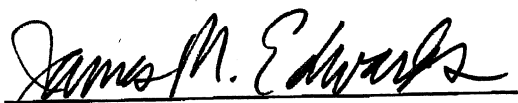
When recorded return to:
City of Detroit, Department of Public Works
City Engineering Division
65 Cadillac Tower, Suite 1000
Detroit, MI 48226

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

PETITION NO. 502
 BASELINE PROPERTY INVESTMENT, LLC
 20320 W. EIGHT MILE RD.
 SOUTHFIELD, MICHIGAN 48075
 C/O NAJAH GASSO
 PHONE NO. 248 353-4754

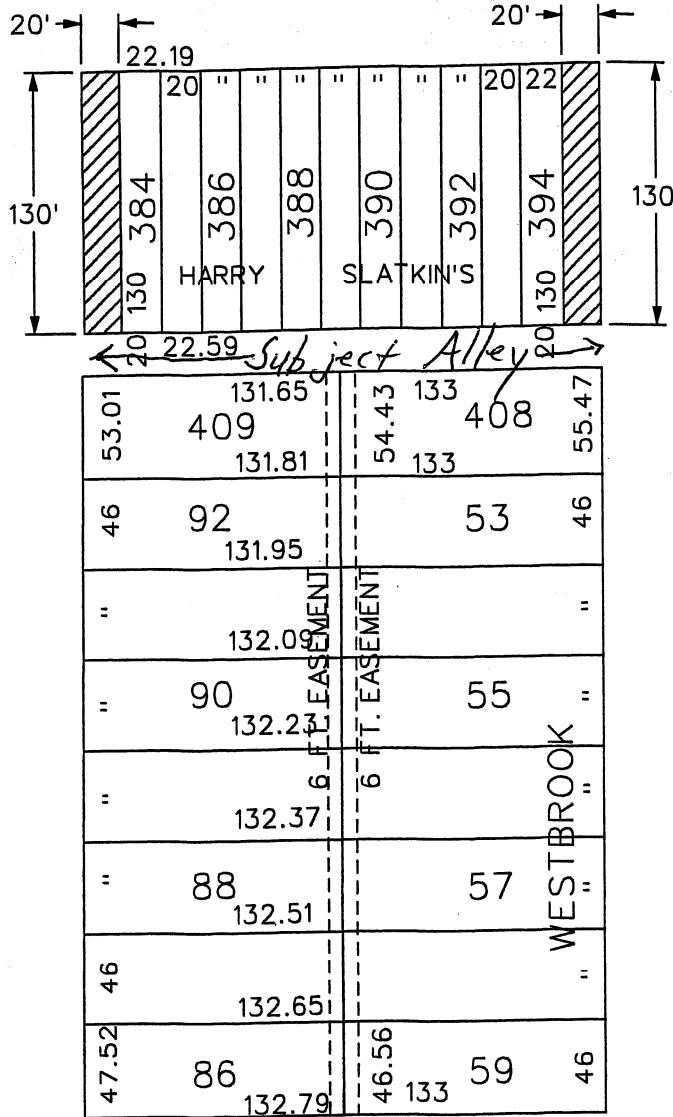
Exhibit "A"



EIGHT MILE RD. 204 FT. WD.

BURT RD. 86 FT. WD.

PIERSON AVE. 60 FT. WD.



HESSEL AVE. 60 FT. WD.



- REQUESTED CONVERSION TO EASEMENT

(FOR OFFICE USE ONLY)

CARTO 115 B

B						REQUEST TO CONVERT TO EASEMENT A PORTION OF THE NORTH/SOUTH PUBLIC STREETS, 20 FT. WD. IN THE BLOCK BOUND BY PIERSON, HESSEL AVE., BURT AND EIGHT MILE RD W.	CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
A								
DESCRIPTION		DRWN	CHKD	APPD	DATE			
REVISIONS								
DRAWN BY	WLW	CHECKED					JOB NO.	01-01
DATE	01-16-15	APPROVED					DRWG. NO.	X 502