

MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 19 day of Nov 2015, by and between the *City of Detroit*, a body public, through its Department of Public Works -- City Engineering Division (referred to as the "City"), and *Rocket Fiber 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: *Rocket Fiber LLC* proposes installation of underground fiber optics in certain locations described as:

- a. Grand River Avenue crossing Broadway Blvd. and crossing Centre Street and extending to the alley between Centre and Madison Street to the west 350'. Also, the alleyway behind buildings in the area bordered on the northwest by E. Grand River Ave.; the southeast by Gratiot Ave.; the southwest by Broadway St.; and the northeast by Centre St./Randolph, and extending just southeast of Grand River Ave. approximately 407' to Gratiot Ave.
- b. Across E. Grand River Ave. at Broadway intersection, then southwest approximately 150' to a building located at 1274 E. Grand River Ave.

Rocket Fiber LLC intends to install portions of the underground fiber within limits of City roadways via a process of "micro-trenching", as described in Exhibit A. The City has determined the following:

- a. Use of micro-trenching in the area behind the back of curb or in an alley is acceptable.
- b. Use of micro-trenching in the street is acceptable only if following an existing longitudinal joint in the street, such as a quarter joint that can be identified through reflective cracking on the street surface.

2. Indemnification and Hold Harmless: *Rocket Fiber LLC* agrees to indemnify, defend and hold *City* harmless from all loss, cost, expense, actions, claims of action, damages and liability (including attorney's fees and costs) for any damage to or destruction of *Rocket Fiber LLC's* property arising from work done in or to the street 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 street.

3. Right to Assign: *Rocket Fiber LLC* may assign its obligations under this agreement to an unrelated third party upon *City's* prior written consent, which shall not be unreasonably withheld or delayed. Upon such assignment to and acceptance by such unrelated third party, *Rocket Fiber LLC's* obligations under this agreement will cease.

4. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
5. **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.
6. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of *Rocket Fiber 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.
7. **Improvement Changes:** Any material changes by *Rocket Fiber LLC* to the public right of way described herein (except for any repaving as described above) shall be subject to the prior approval of the *City*.

The Parties understand that this agreement in no way limits the property rights of *City* with regard to the subject streets or *City's* right to convey, alter or eliminate the streets.

8. **Agreement to Maintain: Certain Limitations:** *Rocket Fiber LLC* and its successors agree perpetually to maintain the micro trench joint in the paved surface of the *City* street in good condition by annual inspection and resealing of the joint if any separation occurs between the sealant and abutting pavement. in good condition, free from obstruction, subject to temporary closures as needed from time to time to carry out maintenance and repair, utilities work (to the extent carried out by *Rocket Fiber LLC*), improvements to or maintenance on the Development or any other adjoining improvements.

By: Edmond Deroj
(Signature)

By: Edmond Deroj
(Printed Name)

Rocket Fiber
1505 Woodward Avenue
Detroit, MI 48226

STATE OF MICHIGAN)
)SS
 COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 19 day of November, 2015, by Edmond Demaj, the authorized member of Rocket Fiber, a Michigan limited liability company on behalf of the company.

[Signature]

 Notary Public

County of Oakland

STEPHEN M BUDD
 Notary Public - Michigan
 Oakland County
 My Commission Expires Apr 13, 2018
 Acting in the County of Wayne

My commission expires: 4-13-18

When recorded return to:
 City of Detroit, Department of Public Works
 City Engineering Division
 2 Woodward Avenue, Suite 601
 Detroit, Michigan 48226



City of Detroit, through its Department of Public Works – City Engineering Division acknowledges this agreement with said company, until the City of Detroit, through its Department of Public – City Engineering Division deems this agreement void/useless at which point it will be subject to cancellation for the convenience of the City.

By: *[Signature]*

Richard Doherty, City Engineer
 City of Detroit
 Department of Public Works
 City Engineering Division

Approved as to form & execution

By: _____
 City of Detroit Law Department

Exhibit A

From: Gregory Mayhew
To: Prasad Nannapaneni
CC: Richard Doherty; Michael Twyman; Steven Bannasch
Date: 11/17/2015 4:42 PM
Subject: Rocket Fiber Micro-Trenching

Prasad,

The CED has discussed the proposal by Rocket Fiber to install fiber optic cable in City streets by the micro-trenching procedure, and have determined the following:

Use of micro-trenching in the area behind the back of curb or in an alley is acceptable.

Use of micro-trenching in the street is acceptable only if following an existing longitudinal joint in the street, such as a quarter joint that can be identified thru reflective cracking on the street surface.

If Rocket Fiber chooses to proceed with the micro-trenching as specified herein, a Maintenance Agreement will be required to be executed between Rocket Fiber and the City of Detroit Department of Public Works-City Engineering Division.

I recommend withholding the approval of Rocket Fiber's request to install fiber optic cable in Grand River and other areas as described in their request presented at the November 17, 2015, TRC Meeting, until the method of installation is confirmed and the Maintenance Agreement executed.

Gregory J. Mayhew
Engineer of Streets
City Engineering Division
Department of Public Works
2 Woodward Avenue, Ste. 601
Detroit, MI 48226

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