

MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 8 day of February 2016, 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.

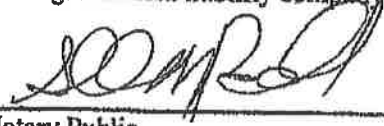
NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually as follows:

- **Purpose of Agreement:** *Rocket Fiber LLC* proposes installation of underground fiber optics in certain locations described as:
 1. Bates St. south from Randolph St. to Farmer St.; then Farmer St. south to Cadillac Square.
 2. Cadillac Square east to Randolph; then south across Cadillac square to the NW corner of Congress St.; then across Congress St. to the SW corner of Congress St. and Randolph.

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.
- **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.
 - **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.
 - **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
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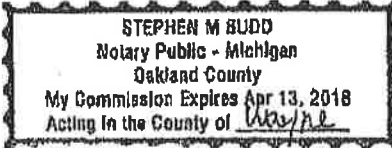
The foregoing instrument was acknowledged before me this 5th day of February, 2018, by Edmond Damaj, the authorized member of Rocket Fiber, a Michigan limited liability company on behalf of the company.



Notary Public

County of ~~Washtenaw~~ Oakland

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: _____

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