

## MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 9th day of February 2016, by and between the City of Detroit, a body public, through its Department of Public Works (the "City"), and 500 Webward LLC, a Michigan limited liability company ("Owner").

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

- 1. Purpose of Agreement:** Owner holds title to a certain building described in Exhibit A attached hereto (the "Building"). City owns certain property adjacent to the Building. Inasmuch as persons entering or exiting from the Building may use the City-owned property, and/or to the extent that certain services benefiting the Building (for example, water and sewer) are located in the City-owned property, Owner has agreed to improve and maintain a portion of City-owned property in the location (the "Maintenance Area") and manner detailed in the plan attached as Exhibit B for the Term, as defined herein.
- 2. Financial Responsibility:** It is understood that during the Term, all physical improvements and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of Owner, subject to any express limitations set forth in this Agreement.
- 3. Indemnification and Hold Harmless:** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
- 4. Insurance:** Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City comprehensive general liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by Owner upon, in or about the Maintenance Area, at combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the 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 City of Detroit, Finance Department, Coleman A Young Municipal Center, Detroit, MI 48226, Attention: Risk Management Division. Said coverage may be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting 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. Owner shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Owner to carry or cause to be carried

such insurance shall not be constructed as waiving or restricting the liability of Owner under this Agreement.

5. **Term:** The term of this Agreement (the "Term") shall commence on the date of this Agreement and continue for five (5) years thereafter unless terminated or extended pursuant to the following:
  - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City-owned property that encompasses the Maintenance Area and other adjacent City-owned property. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
  - b. Owner may terminate this Agreement prior to the end of the Term if it sells or ground leases the Building or grants a mortgage lien or security interest in the Building or portion thereof.
  - c. In the event a party elects to terminate this Agreement pursuant to Sections 5.a. or 5.b. above, such party shall deliver to the other party written notice of such election at least thirty (30) days prior to the date on which termination shall be effective.
  - d. Following the five-year expiration (but not the early termination) of this Agreement, this Agreement shall automatically continue on month to month basis subject to final termination by either party upon delivery of at least thirty (30) days' written notice to the other party.
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 agreements, negotiations or representations not expressly set forth in this Agreement are of no force or 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 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. Notwithstanding the aforesaid, Owner shall have the right, without requiring the City's consent, to assign this Agreement to any purchaser of the Building or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Building, Owner shall notify the City in writing no later than 30 days after such assignment, and the City may, by written notice to Owner within 45 days after receiving such notice from Owner (subject to reasonable extension due to City Council recess), terminate this Agreement. Unless terminated as

provided above, this Agreement shall be binding upon the parties' successors and assigns.

9. **Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B or otherwise properly permitted by the City.
10. **Rights of City:** The parties understand that this Agreement in no way limits the property rights of the City with regard to the Maintenance Area.
11. **Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

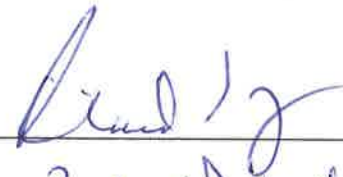
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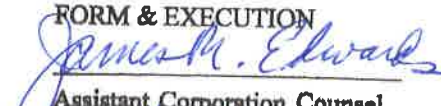
SIGNATURE PAGE OF MAINTENANCE AGREEMENT BETWEEN THE  
CITY OF DETROIT AND 500 WEBWARD LLC

BEDROCK MANAGEMENT SERVICES LLC,  
as agent for 500 WEBWARD LLC, a Michigan limited liability company

By:   
John Olszewski  
Its: Vice President of Construction

CITY OF DETROIT, through its Department of Public Works – City Engineering Division

By:   
Name: Richard Doherty  
Its: City Engineer

APPROVED AS TO  
FORM & EXECUTION  
  
Assistant Corporation Counsel  
2/17/2016

**Exhibit A**

Building Description

500 Woodward Avenue  
Detroit, MI 48226

AKA One Detroit Center

As detailed on the attached Legal Description

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Real estate situated in the City of Detroit, County of Wayne, State of Michigan:

All of Lots 58 through 62, inclusive, the Westerly part of Lots 95 through 99, inclusive, the vacated 20 foot alley contiguous to the Easterly line of said Lots 58 through 62, inclusive, and the Westerly line of said Lots 95 through 99, inclusive, the vacated Southerly 7.40 feet of the Westerly 160 feet of Congress Street (60 feet wide) lying between Woodward Avenue (190 feet wide) and Bates Street (variable width) lying Northerly of and abutting the Northerly line of said Lot 58, said vacated public alley (20 feet wide), and part of said Lot 95, also the vacated Northerly 7.40 feet of the Westerly 160 feet of Larned Street (60 feet wide) lying between said Woodward Avenue and said Bates Street lying Southerly of and abutting the Southerly line of Lot 62, said vacated public alley and part of said Lot 99, all in the "Plan of section of Section numbered one of the City of Detroit in the territory of Michigan, confirmed by the Governor & Judges" (also known as the "Governor & Judges Plan"), as recorded in Liber 34, Page 550 of Deeds, Wayne County Records, being more particularly described as: beginning at the intersection of the Easterly line of Woodward Avenue (190 feet wide) with the Northerly line of Larned Street (60 feet wide) at the Southwesterly corner of said Lot 62; thence along said line of Woodward Avenue and its extension Northerly, North 30 degrees 12 minutes 29 seconds West, 267.65 feet; thence parallel to the Southerly line of said Congress Street, North 59 degrees 52 minutes 01 seconds East, 160.00 feet; thence South 30 degrees 12 minutes 29 seconds East, 7.40 feet; thence along the Southerly line of said Congress Street, North 59 degrees 52 minutes 01 seconds East, 31.985 feet; thence South 30 degrees 07 minutes 44 seconds East, 260.26 feet; thence along the Northerly line of said Larned Street, South 59 degrees 52 minutes 16 seconds West, 31.625 feet; thence South 30 degrees 12 minutes 29 seconds East, 7.40 feet; thence parallel with said Northerly line of Larned Street, South 59 degrees 52 minutes 16 seconds West, 160.00 feet; thence along the extended Easterly line of said Woodward Avenue, North 30 degrees 12 minutes 29 seconds West, 7.4 feet to the point of beginning.

**Parcel G Phase I (Parking Deck)**

The Easterly part of Lots 95 through 99, inclusive, and part of Lots 88, 89, 90 and 91, part of Section 1 and vacated Bates Street lying between Congress Street (60 feet wide) and Larned Street (60 feet wide); all in the "Plan of section numbered one of the City of Detroit in the Territory of Michigan, confirmed by the Governor & Judges", (also known as the "Governor & Judges Plan"), as recorded in Liber 34, Page 550 of Deeds, Wayne County Records, being more particularly described as: beginning at a point on the Northerly line of said Larned Street, which point is distant North 59 degrees 52 minutes 16 seconds East, 191.625 feet along said line of Larned Street from its intersection with the Easterly line of Woodward Avenue (190 feet wide); thence North 30 degrees 07 minutes 44 seconds West, 260.26 feet; thence along the Southerly line of said Congress Street, North 59 degrees 52 minutes 01 seconds East, 281.167 feet; thence South 30 degrees 07 minutes 44 seconds East, 260.28 feet; thence along said Northerly line of Larned Street, South 59 degrees 52 minutes 16 seconds West, 281.167 feet to the point of beginning.

**PER ASSESSORS**

SPS 4-2-15

A-1

Think to Win  
No. 2875  
Date 4/2/15  
2014  
WAYNE COUNTY TREASURER Clerk

Caisson Parcel "A":

All that part of Woodward Avenue, 190 feet wide, in the City of Detroit, Wayne County, Michigan, described as: beginning at a point on the Easterly line of said Woodward Avenue, which point is North 30 degrees 12 minutes 29 seconds West, 60.335 feet along said line from its intersection with the Northerly line of Larned Street (60 feet wide), said intersection being also the Southwesterly corner of Lot 62 of the "Plan of section numbered one of the City of Detroit in the Territory of Michigan, confirmed by the Governor and Judges", (also known as the "Governor and Judges Plan"), as recorded in Liber 34, Page 550 of Deeds, Wayne County Records; thence 21.085 feet along a curve to the right having a radius of 9.0 feet, and a central angle of 134 degrees 13 minutes 45 seconds; thence along the chord of said curve and said Easterly line of Woodward Avenue, South 30 degrees 12 minutes 29 seconds East, 16.58 feet to the point of beginning. The Caisson parcel extends from the elevation of 110.0 Detroit Datum (589.76 USC & GS Datum, (more or less, to elevation 4.0, Detroit Datum (483.78 USC & GS) Datum, more or less.

Caisson Parcel "B":

All that part of Woodward Avenue (190 feet wide, in the City of Detroit, Wayne County, Michigan, described as: beginning at a point on the Easterly line of said Woodward Avenue, which point is North 30 degrees 12 minutes 29 seconds West 183.335 feet along said line from its intersection with the Easterly line of Larned Street (60 feet wide); said intersection being also the Southwesterly corner of Lot 62 of the "Plan of section numbered one of the City of Detroit in the Territory of Michigan, confirmed by the Governor and Judges", (also known as the "Governor and Judges Plan"), as recorded in Liber 34, Page 550 of Deeds, Wayne County Records; thence 21.085 feet along a curve to the right having a radius of 9.0 feet and a central angle of 134 degrees 13 minutes 45 seconds; thence along the chord of said curve and said Easterly line of Woodward Avenue, South 30 degrees 12 minutes 29 seconds East, 16.58 feet to the point of beginning. The Caisson parcel extends from the elevation of 110.00, Detroit Datum (589.76 USC & GS Datum) more or less, to elevation 4.0, Detroit Datum (483.78 USA & GS) Datum, more or less.

Common Address: 500 Woodward Avenue, Detroit, Michigan 48226


Tax ID No.: 01004087-96

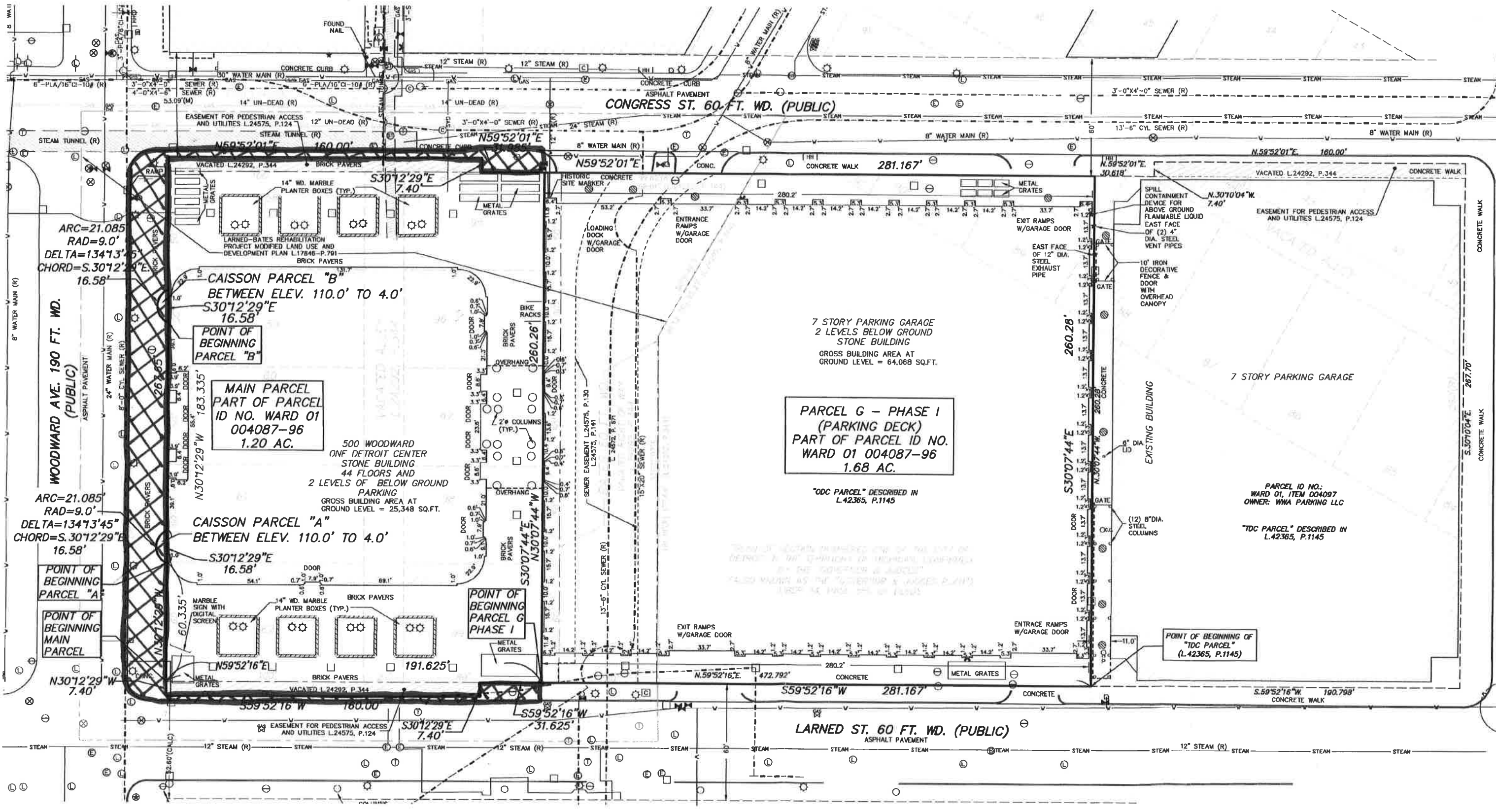
**Exhibit B**

Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities.

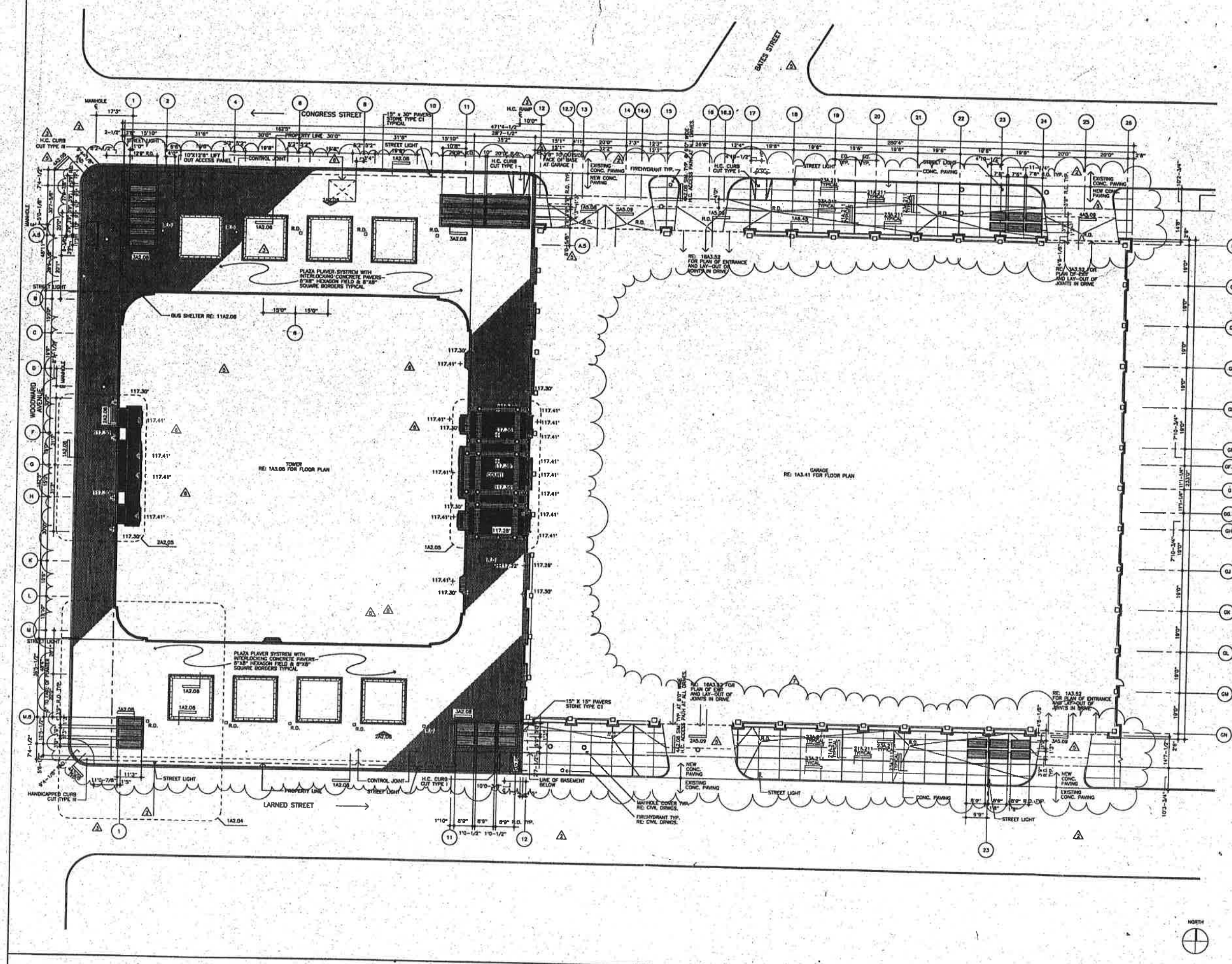
Owner agrees to maintain the paving improvements as depicted on this Exhibit B and as currently existing in good condition and repair. Prior to: (i) issuing a permit to a private party for work to be carried out in or near the Maintenance Area, or (ii) if a City agency or contractor proposes to carry out such work, the City shall notify Owner of the permit request or the City's plans, as applicable, so that Owner can comment on the possible impact of the proposed work on the paving improvements and Owner's maintenance activities hereunder. It is expressly agreed by the parties that Owner's maintenance and repair responsibilities under this Agreement, and Owner's responsibility for any associated costs, shall not cover or extend to (i) work in or affecting the Maintenance Area carried out by a City-Authorized Party, or (ii) repair, maintenance, repaving or replacement of paving improvements required as a result of any damage brought about by, or other circumstances arising from, activities in or about the Maintenance Area ("Maintenance Area Damage") by the City or its contractors or other designees of or parties authorized by the City or any agency thereof or by any utility company (inclusive of water, sewer, steam, electricity, gas, telephone, internet and other electronic communications facilities or similar service providers) performing work on facilities located in, under or adjacent to the Maintenance Area (collectively, "City-Authorized Parties"). The Owner may restore, at the City's cost, the Maintenance Area to the Maintenance Area details on the attached Paving Plans.



 denotes Maintenance Area



- SCHL**  
(PER TITLE I WITH AN EPI 3-2-2015)
7. SUBJECT ENTITLED "T USE AND DE 17846, PAGE NO. 13-89 OFFICIAL RE - ALL PARC
  8. RESOLUTI STREET AND 1989 IN LIBI THEREOF. (I - SHOWN O
  13. SUBJEC1 LIBER 2457;
  14. SUBJEC1 AND GRANT DISCLOSED I (AFFECTS M - SHOWN O
  15. SUBJEC1 THE DOCUM SEWER" REC (AFFECTS M - SHOWN O
  16. SUBJEC1 THE DOCUM EASEMENT I 141 OF OFF (AFFECTS M - SHOWN C
  17. SUBJEC1 INSTRUMEN1 (AFFECTS M - EXACT LI EASEMENT (
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  30. SUBJEC1 THE DOCUM RECORDED , MAIN PARC



NO.	DATE	ISSUE
1	2 OCT 88	FOR CONSTRUCTION
2	1 NOV 88	ADDENDUM NO. 2
3	16 FEB 90	ADDENDUM NUMBER 5
4	4 APR 90	C.O.R. NUMBER 1
5	12 JUN 90	C.O.R. NUMBER 7
6	2 OCT 90	C.O.R. NUMBER 13
7	15 MAR 91	C.O.R. NUMBER 19

**ONE DETROIT CENTER**  
DETROIT, MICHIGAN

A PROJECT OF  
GERALD D. HINES INTERESTS

**JOHN BURGEE ARCHITECTS**  
885 THIRD AVENUE  
NEW YORK, NEW YORK 10022-8025

**KENDALL/HEATON ASSOCIATES, INC.**  
ARCHITECTS & PLANNERS  
2840 POST OAK BOULEVARD, SUITE 1000  
HOUSTON, TEXAS 77056

**CBM ENGINEERS, INC.**  
STRUCTURAL ENGINEERS  
1700 WEST LOOP SOUTH, SUITE 630  
HOUSTON, TEXAS 77057

**I. A. NAMAN + ASSOCIATES, INC.**  
MECHANICAL/ELECTRICAL ENGINEERS  
210 GREENWAY PLAZA  
HOUSTON, TEXAS 77046

**SITE PAVING PLAN**

PROJECT NUMBER 8826

**A2.03**

SITE PAVING PLAN

1/16" = 1'-0" 1



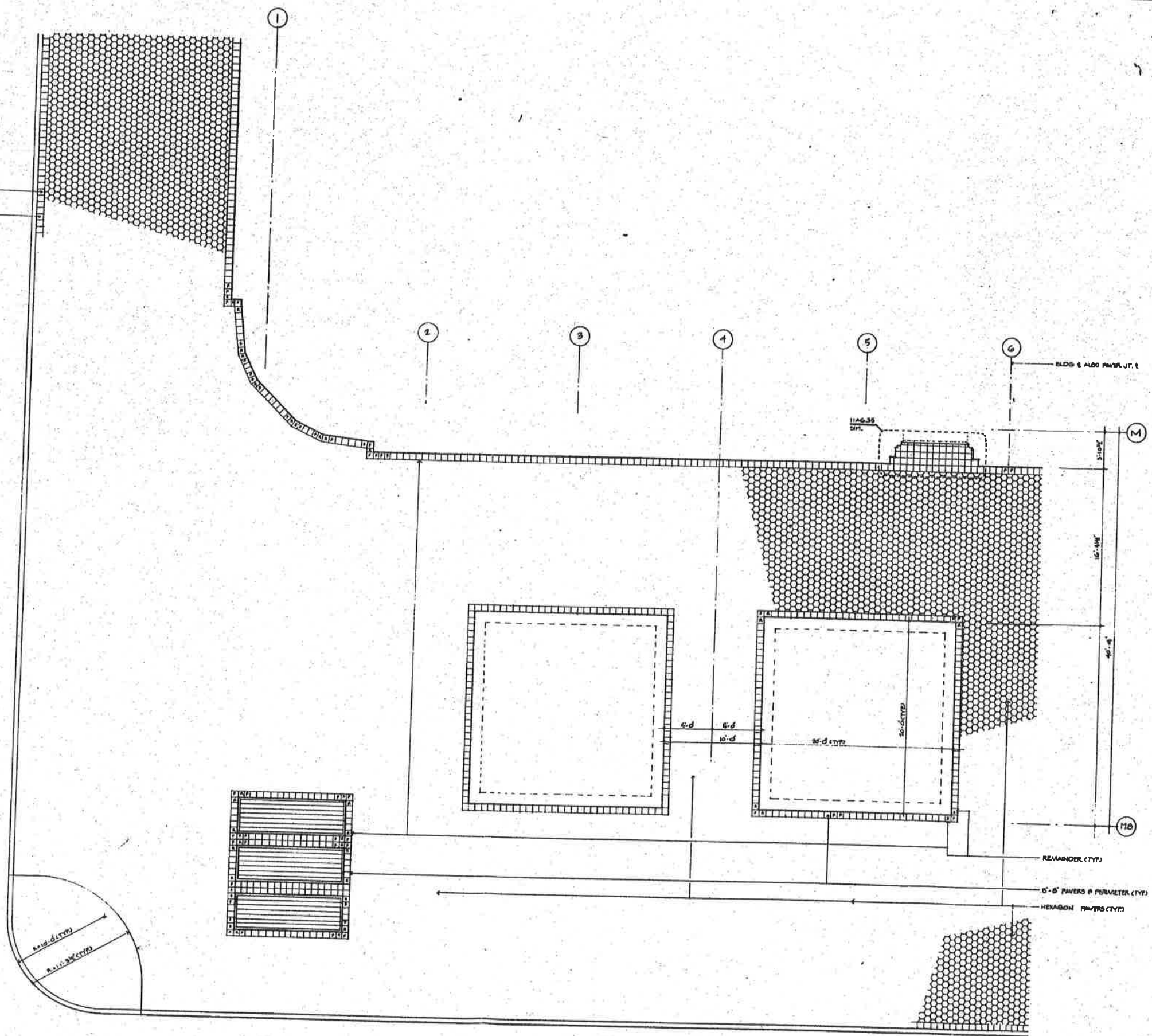
NO.	DATE	ISSUE
1	SEPT. 87	ISSUE FOR CONSTRUCTION
2	NOV. 87	ADDENDUM # 1
3	FEB. 88	ADDENDUM # 2
4	MAR. 88	C.O.R. # 1
5	SEPT. 88	C.O.R. # 15
6	MAR. 89	C.O.R. # 19

CONT. 5'-8" PAVERS @ CONC. CURB (TYR)

**PAVING LEGEND**

FULL SIZE PAVERS	[Symbol]
REMAINDER PAVERS	[Symbol]

**NOTE**  
LOCATE & CUT ALL PERIMETER PAVERS IN FIELD AND PAVES SHOULD BE SMALLER THAN 6"



PAVING PLAN (SOUTHWEST CORNER)

**ONE DETROIT CENTER  
DETROIT, MICHIGAN**

A PROJECT OF  
GERALD D. HINES INTERESTS

**JOHN BURGEE ARCHITECTS**  
225 THIRD AVENUE  
NEW YORK, NEW YORK 10022-4802

**KENDALL/HEATON ASSOCIATES, INC.**  
ARCHITECTS & PLANNERS  
3050 POST OAK BOULEVARD, SUITE 1000  
HOUSTON, TEXAS 77056

**CBM ENGINEERS, INC.**  
STRUCTURAL ENGINEERS  
1700 WEST LOOP SOUTH, SUITE 830  
HOUSTON, TEXAS 77027

**I. A. NAMAN + ASSOCIATES, INC.**  
MECHANICAL/ELECTRICAL ENGINEERS  
700 GREENWAY PLAZA  
HOUSTON, TEXAS 77046

**PAVING PLAN  
SOUTHWEST CORNER**

PROJECT NUMBER  
**A2.04**