## **MAINTENANCE AGREEMENT**

This agreement is made and entered into, this <u>9<sup>th</sup></u> day of <u>March</u>, 2016, by and between the **City of Detroit**, a body public, through its Department of Public Works (referred to as the "City"), and **8044 Kercheval 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: 8044 Kercheval LLC owns certain property(s) described as:
  - a. Parcel ID Nos. 17000110, 17000111, 17000112, 17000113
  - b. S KERCHEVAL E 25 FT OF W 312 FT OF N 91.72 FT OF 65 LYG S & ADJ KERCHEVAL AVE AND E & ADJ VAN DYKE AVE PLAT OF SUB OF VAN DYKE FARM L1 P156 PLATS, W C R 17/38 25 X 91.72

S KERCHEVAL E 25 FT OF W 287 FT OF N 91.72 FT OF 65 LYG S & ADJ KERCHEVAL AVE AND E & ADJ VAN DYKE AVE L1 P156 PLATS, W C R 17/38 25 X 91.72

S KERCHEVAL E 73 FT OF W 262 FT OF N 91.72 FT OF 65 LYG S & ADJ KERCHEVAL AVE AND E & ADJ VAN DYKE AVE L1 P156 PLATS, W C R 17/38 73 X 91.72

S KERCHEVAL E 35 FT OF W 189 FT OF N 91.72 FT OF 65 LYG S & ADJ KERCHEVAL AVE AND E & ADJ VAN DYKE AVE PLAT OF SUB OF VAN DYKE FARM L1 P156 PLATS, W C R 17/38 35 X 91.72

c. Also known as Property Address 8030-8058 Kercheval Avenue, Detroit, MI 48214

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 8044 Kercheval LLC property. Since persons entering or exiting from the 8044 Kercheval LLC property may be in use of the City owned property, 8044 Kercheval 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 8044 Kercheval LLC.
- 3. Indemnification and Hold Harmless: 8044 Kercheval 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 property arising from 8044 Kercheval LLC uses or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
- 4. Insurance: 8044 Kercheval LLC 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 its benefit 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. Coverage may be executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either

8044 Kercheval LLC, a Michigan limited liability company	
BY:	
STATE OF MICHIGAN (Michigan)  SSS  COUNTY OF Way 12  The foregoing instrument was acknowledged before me this	9 day of <u>March</u> , 2016, by
A /	and a second of the second of the second
Alex DeCamp the authorized members	er of the 8044 Kercheval LLC, a Michigan
limited liability company, on behalf of the company.	
Sa Meda S	
County of Wagne Notary	RHONDA SIMMONS Public, State of Michigan County of Mer
My commission expires: April 8, 2019  Notary  My Commission in the	County of Wayne ssion Expires April 9 200
My commission expires: <u>Itpr://8, J</u> 019 Acting in the	ssion Expires April 8, 2019 County of
When recorded return to:	APPROVED AS TO
City of Detroit Department of Public Works	MILKOAED V2 IO

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

By: Can J (ity Engineer

Approved as to form & execution

By:\_\_\_\_\_

City of Detroit Law Department