

MAINTENANCE AGREEMENT

This agreement is made and entered into, this 9th day of March, 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

By: *[Handwritten Signature]*
City Engineer

Approved as to form & execution

By: _____

City of Detroit Law Department
