

MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 29th 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 **R Bazzi Enterprises 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:** **R Bazzi Enterprises LLC** owns certain property(s) described as:
 - a. Parcel ID No. 22030913-7
 - b. Lots 67 to 71, inclusive, Oscar Le Seure's Subdivision, as recorded in Liber 24, Pages 52 of Plats, Wayne County Records, and Lot 8, Plainview Subdivision, as recorded in Liber 27 of Plats, Page 33, Wayne County Records.
 - c. Also known as Property Address: 13427 - 13475 Schaefer Road, Detroit, MI 48227

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 **R Bazzi Enterprises LLC** property. Since persons entering or exiting from the **R Bazzi Enterprises LLC** property may be in use of the **City** owned property, **R Bazzi Enterprises 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 **R Bazzi Enterprises LLC**.
3. **Indemnification and Hold Harmless:** **R Bazzi Enterprises 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 injury to or death of any person or persons and for any damage to or destruction of the property arising from **R Bazzi Enterprises LLC's** use or maintenance of the section of the publicly owned alley as to which it agrees hereby to provide maintenance.
4. **Insurance:** **R Bazzi Enterprises LLC** covenants and agrees at its sole cost and expense to maintain for the mutual benefit of it and **City** comprehensive general liability insurance on an occurrence form for the benefit of it and **City** 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 Dollars (\$1,000,000.00) per occurrence: One Million Dollars (\$1,000,000.00) 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 City to the attention of the **City of Detroit**, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226, Attn: Risk Management Department. Coverage may be executed by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy affecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by **City** shall be secondary and non-contributory and excess. **R Bazzi Enterprises LLC** shall be responsible for payment of all deductibles relating to insurance maintained by **R Bazzi Enterprises LLC**. The provisions requiring

R Bazzi Enterprises LLC to carry such insurance shall not be construed as waiving or restricting the liability of ***R Bazzi Enterprises LLC*** under this agreement.

5. **Right to Assign:** ***R Bazzi Enterprises 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, ***R Bazzi Enterprises LLC's*** obligations under this agreement will cease.
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 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.
8. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of ***R Bazzi Enterprises 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.
9. **Improvement Changes:** Any material changes by ***R Bazzi Enterprises LLC*** to the public right of way described herein shall be subject to the prior approval of the **City**.
10. **The Parties understand that this agreement in no way limits the property rights of City with regard to the subject Alley or City's right to convey, alter or eliminate the Alley.**
11. **Agreement to Maintain: Certain Limitations:** ***R Bazzi Enterprises LLC*** and its successors agree perpetually to maintain the paved surface of the Alley in between 14327 Schaefer Road and 14375 Schaefer Road 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 ***R Bazzi Enterprises LLC***), improvements to or maintenance on the Development or any other adjoining improvements.

It is agreed by the parties that ***R Bazzi Enterprises LLC's*** maintenance and repair responsibilities under this Agreement shall not cover or extend to any repair, maintenance, repaving or replacement of pavement required as a result of any damage brought about by, or other circumstances arising from work done in or to the Alley 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 Alley.

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

By: 
Rabih Bazzi, It's Authorized Member

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 29 day of March, 2016
By Rabih Bazzi, the authorized member of R Bazzi Enterprises, LLC, a Michigan Limited
Liability Company, on behalf of the company.


Notary Public

<p>ROBERT PARK NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF WAYNE My Comm. Exp. 4/19/2020 Acting in the County of <u>Wayne</u> Date <u>3/29/16</u></p>

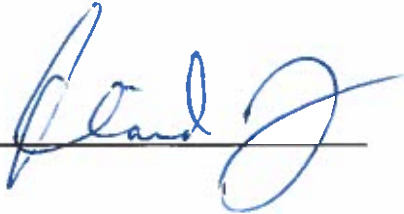
County of Wayne

My commission expires:
4-19-2020

When recorded return to:
City of Detroit, Department of Public Works
City Engineering Division
2 Woodward Ave, Suite 611
Detroit, MI 48226

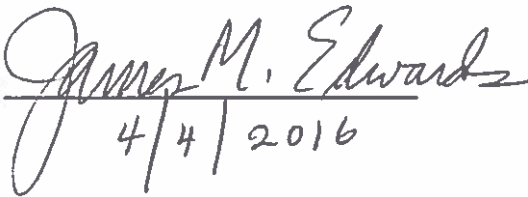
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City of Detroit, Through Its Department of Public Works - City Engineering Division acknowledge this agreement with said company, until the City of Detroit, through its Department of Public Works – City Engineering Division deems this agreement void/useless.

By: 

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

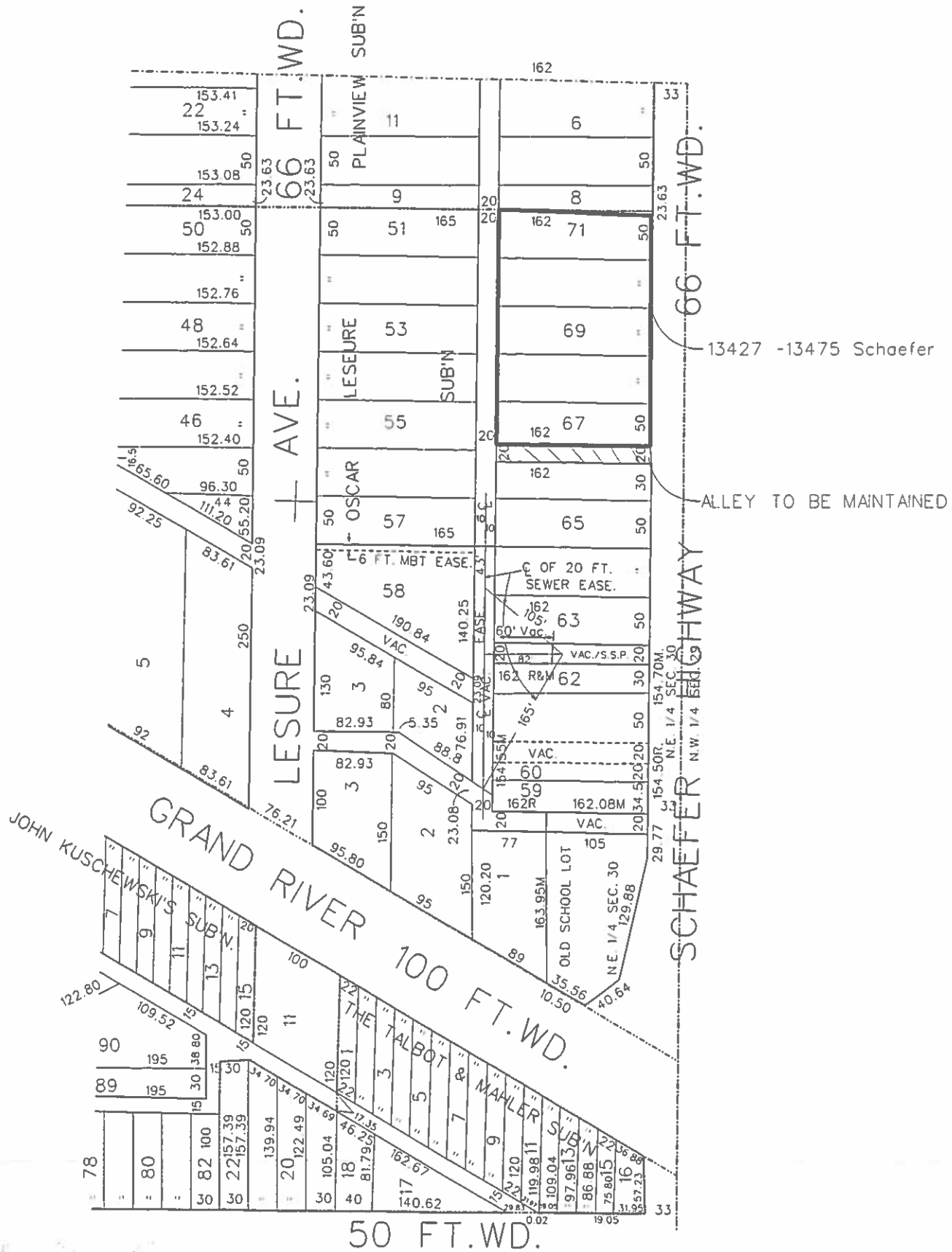
Approved as to form & execution

By: 
4/4/2016

City of Detroit
Law Department

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EXHIBIT A



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/16

PRODUCER SOOFI AGENCY 5309 TELEGRAPH RD DEARBORN HEIGHTS, MI 48125	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED R BAZZI ENTERPRISES LLC 1537 MONROE ST., SUITE 100 DEARBORN, MI 48124	INSURER A: ALLSTATE INSURANCE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	648238084-0	05/14/15	05/14/16	EACH OCCURRENCE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COVERAGE FOR PROPERTY 13427 SCHAEFER HWY, DETROIT MI 48227-3538

CERTIFICATE HOLDER

CITY OF DETROIT
 COLEMAN A. YOUNG
 MUNICIPAL CENTER
 2 WOODWARD AVE SUITE 642
 DETROIT, MI 48226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE