

## MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 1<sup>st</sup> day of April 2016, by and between the *City of Detroit*, a body public, through its Department of Public Works (referred to as the "City"), and Bernard Butris, a sole proprietor.

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

1. **Purpose of Agreement:** *Bernard Butris- sole proprietor* owns Parcels,
  - A. **Parcel id :** 13-009087.001, 13-009087.002L
  - B. **Parcel #1 Lots 122 and 123 , except that portion within east eight mile road as widened, North Hamtramick Subdivision, as recorded in Liber 36, Page 68 of Plats, Wayne County Records.**
  - C. **Parcel #2 Lots 109,110 and 111, and the south33 feet of lot 112, Noth Hamtramick Subdivision, as recorder in Liber 36, page 68 of Plats, Wayne County Records.**
  - D. **Property Also Known As 5700 East Eight Mile Road, Detroit, Michigan 48234**
- E. The Parcels are divided by a 20 foot wide public alley owned by *City* that runs between Syracuse St and Albany Street, as shown on Exhibit A (referred to as the "Alley").

*Detroit Farmer Market LLC* is in the course of developing a Business on Parcel 2 and using Parcel #1 as Shared Parking. Since the Alley may be used in connection with and may affect the Development, Bernard Butris And Detroit Farmers Market agree to improve, and thereafter maintain the Alley as detailed in the plans attached, respectively in section 11

2. **Financial Responsibility:** It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of *Detroit Farmers Market LLC* , subject to the limitations set forth in Paragraph 10 below.
3. **Indemnification and Hold Harmless:** *Detroit Farmers Market 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 *Detroit Farmers Market LLC* 's use or maintenance activities with respect to the section of the Alley as to which it agrees hereby to provide maintenance and not resulting from the gross negligence or willful misconduct of City.
4. **Insurance:** *Detroit Farmers Market 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) at any time occurring in the course of or resulting from work carried out by *Detroit Farmers Market LLC* in or about the Alley, at combined single limits but not less than

One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) 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 Division. 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 effecting 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. **Detroit Farmers Market LLC** shall be responsible for payment of all deductibles relating to insurance maintained by **Detroit Farmers Market LLC**. The provisions requiring **Detroit Farmers Market LLC** to carry such insurance shall not be construed as waiving or restricting the liability of **Detroit Farmers Market LLC** under this agreement.

1. **Right to Assign:** **Detroit Farmers Market 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, **Detroit Farmers Market LLC's** obligations under this agreement will cease.
2. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
3. **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.
4. **Successors and Assigns:** This agreement shall be binding upon the successors and assigns of **Detroit Farmers Market 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.
5. **Improvement Changes:** Any material changes by **Detroit Farmers Market LLC** to the public right of way described herein (except for any repaving as described above) shall be subject to the prior approval of the City.

**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.**

6. **Agreement to Maintain: Certain Limitations:** **Detroit Farmers Market LLC** and its successors agree perpetually to maintain the paved surface of the Alley in between Syracuse St and Albany St between Parcel #1 & Parcel #2 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 Detroit Farmers Market ), improvements to or maintenance on the Development or any other adjoining improvements.

It is agreed by the parties that \_\_\_ Detroit Farmers Market \_\_\_'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: **Bernard Butris** 4/1/16

Detroit Farmers Market LLC



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

City of Detroit  
Department of Public Works

Approved as to form & execution

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

City of Detroit Law Department

4/19/2016



EAST EIGHT MILE

PART OF ALLEY  
TO BE MAINTAINED

SYRACUSE

ALBANY

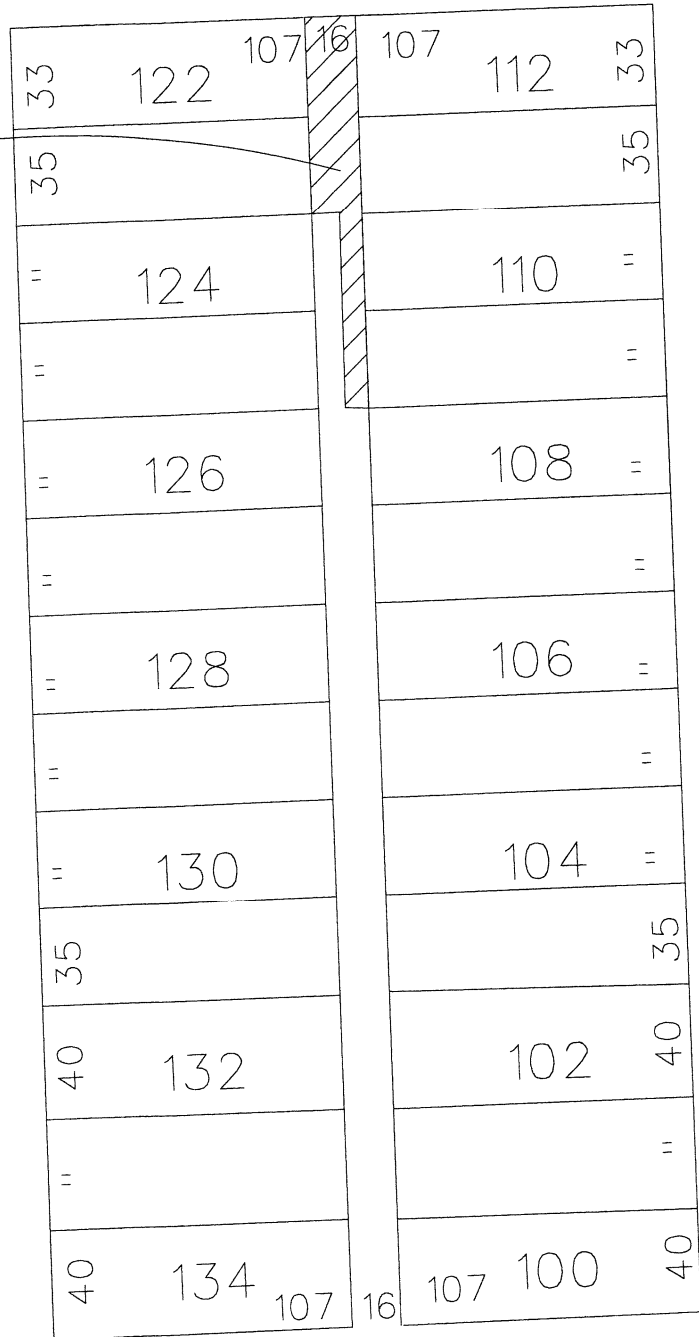


EXHIBIT A



**ADMIRAL** INSURANCE  
GROUP, LLC

## Policyholder Message

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Named Insured: BERNARD BUTRIS Policy Number: PK000001163-01

Dear Policyholder:

Our Corporate Headquarters' and Northeast Regional Branch Office mailing address is:

Admiral Insurance Company (A Berkley Company)  
Mt. Laurel Corporate Park  
1000 Howard Blvd., Suite 300, P.O. Box 5430  
Mt. Laurel, NJ 08054

Our telephone number:

General: (856) 429 – 9200

If you need to report a claim please direct it:

I. By regular or overnight mail to;

Admiral Insurance Company (A Berkley Company)  
Mt. Laurel Corporate Park  
1000 Howard Blvd., Suite 300 P.O. Box 5430  
Mt. Laurel, NJ 08054  
Attention: Angela Rando  
**Clearly state it is a "NEW CLAIM".**

II. By Email to;

[admclaims@admiralins.com](mailto:admclaims@admiralins.com)  
Do not email claims to ANY claims individual.

III. By FAX to;

Fax #: (856) 429-3630  
Attention: Angela Rando  
**Clearly state it is a "NEW CLAIM".**



# ADMIRAL INSURANCE COMPANY

A Stock Company

## COMMERCIAL LINES POLICY

**THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**THIS POLICY CONSISTS OF:**

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  - ONE OR MORE COVERAGE FORMS
  - APPLICABLE FORMS AND ENDORSEMENTS

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President and CEO

(NO FLAT CANCELLATION)



ADMIRAL INSURANCE COMPANY

A STOCK COMPANY

COMMON POLICY DECLARATIONS

Policy No.: PK000001163-01

Renewal/Rewrite of:

NEW

Named Insured and Mailing Address

BERNARD BUTRIS  
11478 TIMKIN  
WARREN, MI 48089

Policy Period: From 10/16/2015 To 10/16/2016 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THE NAMED INSURED IS:  Individual;  Partnership;  Corporation;  Joint Venture;  
 Limited Liability Company;  Other

BUSINESS DESCRIPTION: VACANT

AUDIT PERIOD:  Annual;  Other Not Applicable

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage		\$	\$5,000.00
Commercial General Liability Coverage		\$	
Products/Completed Operations Liability Coverage		\$	
Equipment Breakdown Coverage		\$	\$150.00
Property Enhancement Endorsement	MI Tax	\$153.75	\$
	Inspection Fee	\$175.00	
Premises/Operations Coverage	Policy Fee	\$59.00	\$
			\$1,000.00
THIS INSURANCE HAS BEEN PLACED WITH AN INSURER THAT IS NOT LICENSED BY THE STATE OF MICHIGAN, IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS MAY NOT BE GUARANTEED.			PREMIUM: \$
			\$6,150.00
		TERRORISM PREMIUM: \$	
TOTAL PREMIUM:			\$
			\$6,150.00

Form(s) and Endorsement(s) made a part of this policy at inception:  
REFER TO SCHEDULE OF FORMS, AI 00 18 03 98

This policy is not binding unless countersigned by Admiral Insurance Company or its authorized representative.

Countersigned On: 11/12/15  
At: Mt. Laurel, NJ

By: James S. Carey  
Authorized Representative

THESE COMMON POLICY DECLARATIONS AND THE COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (OR PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS) AND, IF APPLICABLE, THE COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.





**COMMERCIAL PROPERTY COVERAGE PART  
DECLARATIONS PAGE**

**Policy No.:** PK000001163-01

Effective Date: 10/16/2015 12:01 A.M., Standard Time

**NAME INSURED**

BERNARD BUTRIS  
11478 TIMKIN  
WARREN, MI 48089

**DESCRIPTION OF PREMISES**

ITEM#	PREM#	BLDG#	LOCATION	NO. STORIES	CONSTRUCTION	OCCUPANCY
001	001	001	5700 8 MILE RD. DETROIT, MI 482334	1 Story	Masonry Non-Combustible	VACANT

**COVERAGES PROVIDED** INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT IS SHOWN

ITEM#	PREM#	BLDG#	COVERAGE	CAUSE OF LOSS	LIMIT	COINS.	VALUATION	RATE
001	001	001	Building	Special Form Excluding Theft & Vandalism Malicious Mischief	\$250,000	N/A	ACV**	\$2.000

\* IF EXTRA EXPENSE COVERAGE LIMITS LOSS ON PAYMENT - -

**OPTIONAL COVERAGES** APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW

ITEM#	PREM#	BLDG#	COVERAGE
001	N/A	N/A	** Actual Cash Value

**MORTGAGE HOLDERS**

ITEM#	PREM#	BLDG#

**DEDUCTIBLE**

ALL COVERED CAUSES	CAUSES OF LOSS BASIC FORM OR SPECIFIED CAUSES OF LOSS	ALL COVERED CAUSES OF LOSS OTHER THAN SPECIFIED CAUSES OF LOSS
\$5,000		

SEE CP 03 20

DE 2004 0700





# COMMERCIAL GENERAL LIABILITY COVERAGE PART

## DECLARATIONS

Policy No.: **PK000001163-01**

Effective Date: 10/16/2015 12:01 A. M., Standard Time

### LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products- Completed Operations)	\$	2,000,000	
Products - Completed Operations Aggregate Limit	\$	EXCLUDED	
Personal and Advertising Injury Limit	\$	EXCLUDED	
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	50,000	Any One Premises
Medical Expense Limit	\$	EXCLUDED	Any One Person

### RETROACTIVE DATES

Coverages A and B of this insurance do not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here

None

(Enter Date or "None" if no Retroactive Date Applies)

### PREMIUM

Classification	Code No.	Premium Basis	Rate	Per	Advance Premium
VACANT BUILDINGS - NOT FACTORIES (FOR PROFIT)	68606	Flat Charge			\$1,000.00
Total Advance Premium					\$1,000.00
Minimum Term Premium					\$1,000.00

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

# SCHEDULE OF FORMS

Named Insured: BERNARD BUTRIS

Policy No.: PK000001163-01

FORM NUMBER	TITLE
JA10010313	COVER JACKET - ADMIRAL INSURANCE COMPANY
DE20010700	COMMON POLICY DECLARATIONS
DE20040700	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
DE20020700	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
AI00180398	SCHEDULE OF FORMS
CP00101012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP00900788	COMMERCIAL PROPERTY CONDITIONS
CP01200108	MICHIGAN CHANGES
CP02991185	CANCELLATION CHANGES
CP04500788	VACANCY PERMIT
CP10301012	CAUSES OF LOSS - SPECIAL FORM
CP10331012	THEFT EXCLUSION
CP10550607	VANDALISM EXCLUSION
AP08490202	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
AP79000195	ACTUAL CASH VALUE DEFINITION
AP79070695	MINIMUM EARNED PREMIUM CLAUSE
AP80020415	EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT WITHOUT SERVICE INTERRUPTION

AP80100114	ADDITIONAL PROPERTY NOT COVERED
AP80170414	ADMIRAL VACANT AND LOW OCCUPANCY PROPERTY ENHANCEMENT ENDORSEMENT
AP80180414	LIMITATIONS ON COVERAGE FOR ROOF SURFACING
AP80210515	PROTECTIVE SAFEGUARDS
CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG21060514	EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG21041185	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG21351001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG21381185	EXCLUSION - PERSONAL AND ADVERTISING INJURY
CG21391093	CONTRACTUAL LIABILITY LIMITATION
CG21490999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG21750115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
IL00171198	COMMON POLICY CONDITIONS
IL00210702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL09530115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AD08421204	BODILY INJURY REDEFINED
AD66090295	MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT
AD66110511	DEDUCTIBLE LIABILITY INSURANCE
AD68860511	INJURY TO WORKERS EXCLUSION JOINT FORM
AD69131212	LIMITATION OF COVERAGE TO DESIGNATED PREMISES

AD66660909	SPECIFIED OPERATION EXCLUSION
AD68881213	SPECIAL EXCLUSIONS JOINT FORM OCCURRENCE VERSION
AD67230215	EMPLOYMENT-RELATED PRACTICES EXCLUSION
AD67580209	ENGINEERED NANOPARTICLES EXCLUSION (ABSOLUTE)
AD67650809	PREMIUM BASIS DEFINITION AREA (SQUARE FEET)
AI44020313	SERVICE OF SUIT