

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 1st day of August, 2016, by and between the City of Detroit, a body public, through its Department of Public Works (the "City"), and 1001 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE OF MAINTENANCE AGREEMENT BETWEEN THE
CITY OF DETROIT AND 1001 WEBWARD LLC

BEDROCK MANAGEMENT SERVICES LLC,
as agent for 1001 WEBWARD LLC, a Michigan limited liability company

By: 
Scott R. Collins
Its: Construction Project Executive

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

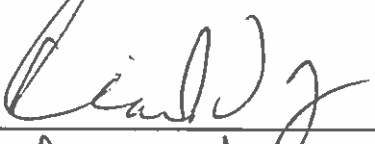
By: 
Name: Richard Doherty
Its: City Engineer

Exhibit A

Building Description

1001 Woodward Avenue
Detroit, MI 48226

As detailed on the attached Legal Description.

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): Ward 02: Item No. 001892, Ward 02: Item No. 001887-91

Land Situated in the City of Detroit in the County of Wayne in the State of MI

Parcel 1: Lots 44 and 45, in Section 8 of the Governor and Judges Plan of the City of Detroit, Wayne County, Michigan as recorded in Liber 19, Page 83 of plats, Wayne County Records, excepting from said Lot 44 that part thereof described as: The Northeasterly 1 foot of Lot 44, plan of Section 8 in the City of Detroit, Governor and Judges Plan, as recorded in Liber 45 on Page 543 of Deeds, Wayne County Records, said 1 foot being more described as: Beginning at the Northeast corner of said Lot 44; thence South 60 degrees 01 minutes 05 seconds West along the Northerly line of Lot 44, 1.00 foot; thence South 30 degrees 12 minutes East on a line parallel to the Westerly line of Woodward Avenue, 120 feet wide, 83.12 feet; thence North 0 degrees 13 minutes 15 seconds West along the East line of said Lot 44, 2.00 feet; thence North 30 degrees 12 minutes West along the Westerly line of Woodward Avenue, 120 feet wide, 81.39 feet to the point of beginning, and excepting from said Lot 45 that part thereof described as: A Southeasterly part of Lot 45, plan of Section 8 to the City of Detroit, Governor and Judges Plan as recorded in Liber 34 on Page 543 of Deeds; recorded in 1848 being further described in Liber 19 on Page 83 of Plats, Wayne County Records, said part being described as: Beginning at the Southeast corner of said Lot 45, said corner being on the North line of Michigan Avenue, 100 feet wide, and measuring South 89 degrees 52 minutes 15 seconds West 46.46 feet from the intersection of the North line of Michigan Avenue 100 feet wide, with the extension having a bearing of South 30 degrees 12 minutes East, of the Westerly line of that part of Woodward Avenue being 120 feet wide; thence from said Southeast Corner of Lot 45, North 0 degrees 13 minutes 15 seconds West, 12.80 feet; thence South 59 degrees 48 minutes West 25.54 feet; thence North 89 degrees 52 minutes 15 seconds East 22.12 feet along the North line of Michigan Avenue to the point of beginning.

Parcel 2: Lot 46, Section 8, Plat of Governor and Judges Plan of the City of Detroit, recorded in Liber 34, Page 543 of Deeds, Wayne County Records, also known as Lot 46, Change of Line of an alley in Section No. 8, Governor and Judges Plan of the City of Detroit, County of Wayne, State of Michigan, as recorded in Liber 3, Page 89 of Plats, Wayne County Records.

Parcel 3: A part of the alley being adjacent to the rear of Lot 44, Plan of Section 8, Governor and Judges Plan in the City of Detroit, as recorded in Liber 34 on Page 543 of Deeds, recorded in 1848, being described as: Beginning at the angle point in the Northerly line of said Lot 44, said point being South 60 degrees 01 minutes 05 seconds West from the Northeast corner of said Lot 44, distant 81.92 feet; thence continuing South 60 degrees 01 minute 05 seconds West 7.08 feet; thence South 30 degrees 12 minutes East 4.11 feet; thence North 29 degrees 48 minutes 45 seconds East along the rear line of said Lot 44, 8.17 feet to the point of beginning.

Parcel 4: A parcel of the alley adjacent to the rear of Lots 45 and 48, Plan of Section 8, Governor and Judges plan in the City of Detroit, as recorded in Liber 34 on Page 543 of Deeds, recorded in Liber 1848, being described as: Beginning at a point in the rear line of said Lot 45; said point being South 60 degrees 01 minute 05 seconds West along the rear line of said Lots 44 and 45, 18.50 feet; thence continuing South 29 degrees 48 minutes 45 seconds West 11.93 feet to the common corner of said Lots 45 and 46; thence North 62 degrees 01 minute West 7.08 feet along a line common to the rear of said Lot 46 and the adjacent alley; thence North 60 degrees 01 minute 06 seconds East, 14.06 feet to the point of beginning.

Parcel 5: That Westerly part of that part of Woodward Avenue being wider than 120 feet wide lying North of Michigan Avenue, 100 feet wide, and East of and adjacent to Lots 44 and 45, plan of Section 8 in the City of Detroit, Governor and Judges Plan as recorded in Liber 34, on Page 543 of Deeds,

recorded in 1848, said lots being further described in Liber 19 on Page 83 of Plats, Wayne County Records, said part being described as: Beginning at a point in the East line of said Lot 45, distant South 89 degrees 52 minutes 15 seconds West 46.46 feet, as measured along the North line of Michigan Avenue, 100 feet wide, and North 0 degrees 13 minutes 15 seconds West 12.80 feet as measured along said East line of Lot 45, from the intersection of the North line of Michigan Avenue, 100 feet wide, with the extension, having a bearing of South 30 degrees 12 minutes East of the Westerly line of that part of Woodward Avenue being 120 feet wide; thence continuing North 0 degrees 13 minutes 15 seconds West along the East line of said Lots 45 and 44, 65.66 feet; thence South 30 degrees 12 minutes East along a line parallel and one foot (1.00') Westerly of the extension of the Westerly line of that part to Woodward Avenue being 120 feet wide, 66.88 feet; thence South 59 degrees 48 minutes West at right angles, 32.81 feet to the point of beginning.

Parcel 6: A part of Michigan Avenue, 100 feet wide, lying South of and adjacent to the Southerly line of Lot 45, plan of Section 8 in the City of Detroit, Governor and Judges Plan as recorded in Liber 34 on Page 543 of Deeds, recorded in 1848, said lot being further described in Liber 19 on Page 83 of Plats, Wayne County Records, said part being described as: Beginning at a point in the North line of Michigan Avenue, 100 feet wide, said point being South 89 degrees 52 minutes 15 seconds West 22.12 feet from the Southeast corner of said Lot 45; thence South 59 degrees 48 minutes West 2.00 feet; thence North 30 degrees 12 minutes West 1.16 feet; thence North 89 degrees 52 minutes 15 seconds East along the North line of Michigan Avenue, 2.31 feet to the point of beginning.

Parcel 7: A part of Michigan Avenue, 100 feet wide, lying South of and adjacent to the Southerly line of Lot 45, Plan of Section 8 in the City of Detroit, Governor and Judges Plan as recorded in Liber 34 on Page 543 of Deeds, recorded in 1848, said lot being further described in Liber 19 on Page 83 of Plats, Wayne County Records, said part being described as: Beginning at a point in the North line of Michigan Avenue 100 feet wide, said point being South 89 degrees 52 minutes 15 seconds West 24.43 feet from the Southeast corner of said Lot 45; thence South 30 degrees 12 minutes East 1.16 feet; thence South 59 degrees 48 minutes West 1.31 feet; thence North 75 degrees 12 minutes West 1.41 feet; thence North 30 degrees 12 minutes West 1.50 feet; thence North 89 degrees 52 minutes 15 seconds East along the North line of Michigan Avenue, 2.67 feet to the point of beginning.

Parcel 8: A part of Michigan Avenue, 100 feet wide, lying South of and adjacent to the Southerly line of Lot 46, Plan of Section 8 in the City of Detroit, Governor and Judges Plan, as recorded in Liber 34 on Page 543 of Deeds, recorded in 1848, said part being described as: Beginning at a point in the North line of Michigan Avenue, 100 feet wide, said point being North 89 degrees 52 minutes 15 seconds East 29.42 feet from the Southwest corner of said Lot 46; thence South 30 degrees 12 minutes East 1.59 feet; thence South 75 degrees 12 minutes East 1.41 feet; thence North 59 degrees 48 minutes East 3.47 feet; thence South 89 degrees 52 minutes 15 seconds West along the North line of Michigan Avenue 5.17 feet to the point of beginning.

Parcel 9:

Lot 40, Section 8, Governor and Judges Plan, according to the plat thereof as recorded in Liber 34 of Deeds, page(s) 543 of Plats, Wayne County Records.

Lot 41, Section 8, Governor and Judges Plan, according to the plat thereof as recorded in Liber 34 of Deeds, page(s) 543 of Plats, Wayne County Records.

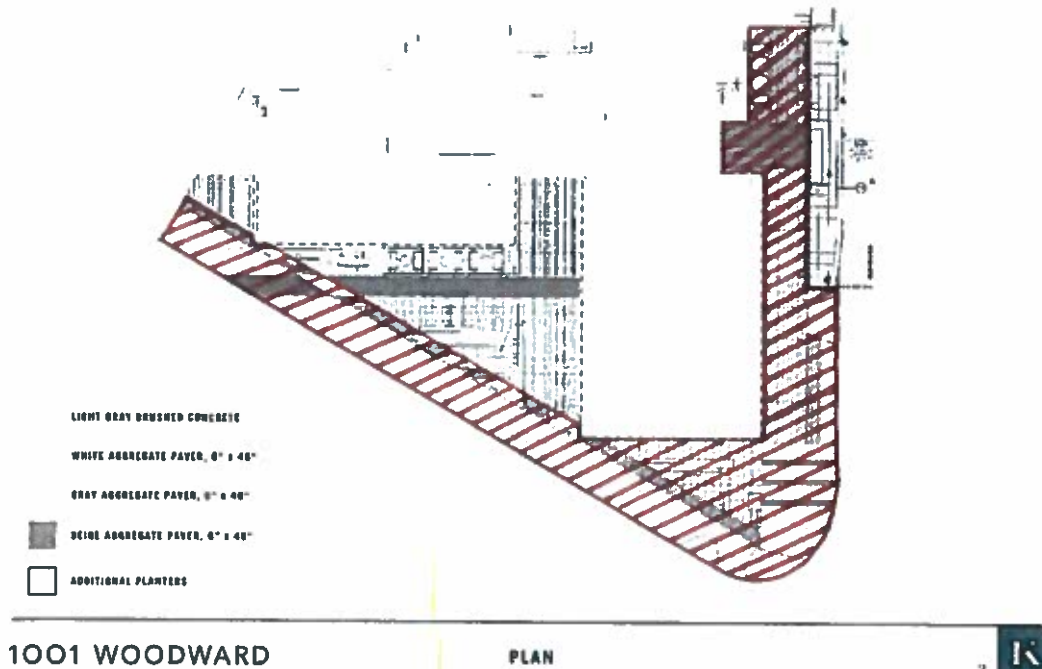
Lots 42 and 43, Section 8, Governor and Judges Plan, according to the plat thereof as recorded in Liber 34 of Deeds, page(s) 543 of Plats, Wayne County Records.

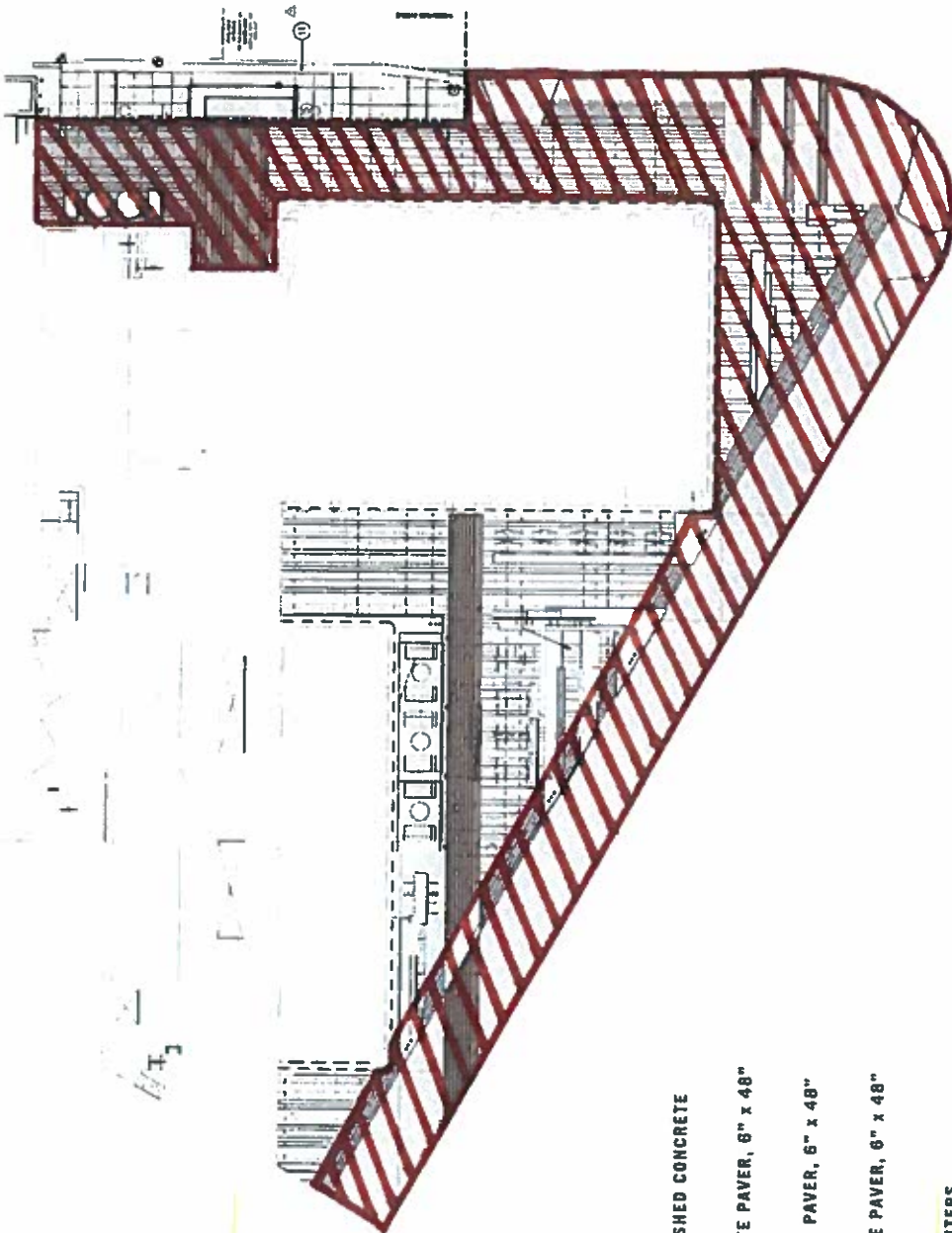
Client Reference: 1001 Woodward (D-W) & 1075 Woodward, Detroit, MI 48226

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 condition existing prior to any Maintenance Area Damage. Please see Maintenance Area details on the attached Paving Plan.





LIGHT GRAY BRUSHED CONCRETE

WHITE AGGREGATE PAVER, 6" x 48"

GRAY AGGREGATE PAVER, 6" x 48"

BEIGE AGGREGATE PAVER, 6" x 48"

ADDITIONAL PLANTERS



1001 WOODWARD

PLAN

