

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this ____ day of _____ 2017, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and City of Grosse Pointe _____, a Michigan municipal corporation ("Owner") whose address is 17145 Maumee, Grosse Pointe, Michigan, 48230 .

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 construed 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 thirty (30) days after such assignment, and the City may, by written notice to Owner within forty-five (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.

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

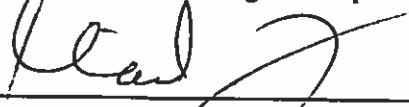
City of Grosse Pointe
a Michigan municipal corporation

BY: 
(Signature)

PRINT NAME: Peter J. Dame

ITS: Manager
(Duly Authorized Representative)

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

BY: 
(Signature)

PRINT NAME: City Engineer Richard Doherty

ITS: City Engineer

Exhibit A

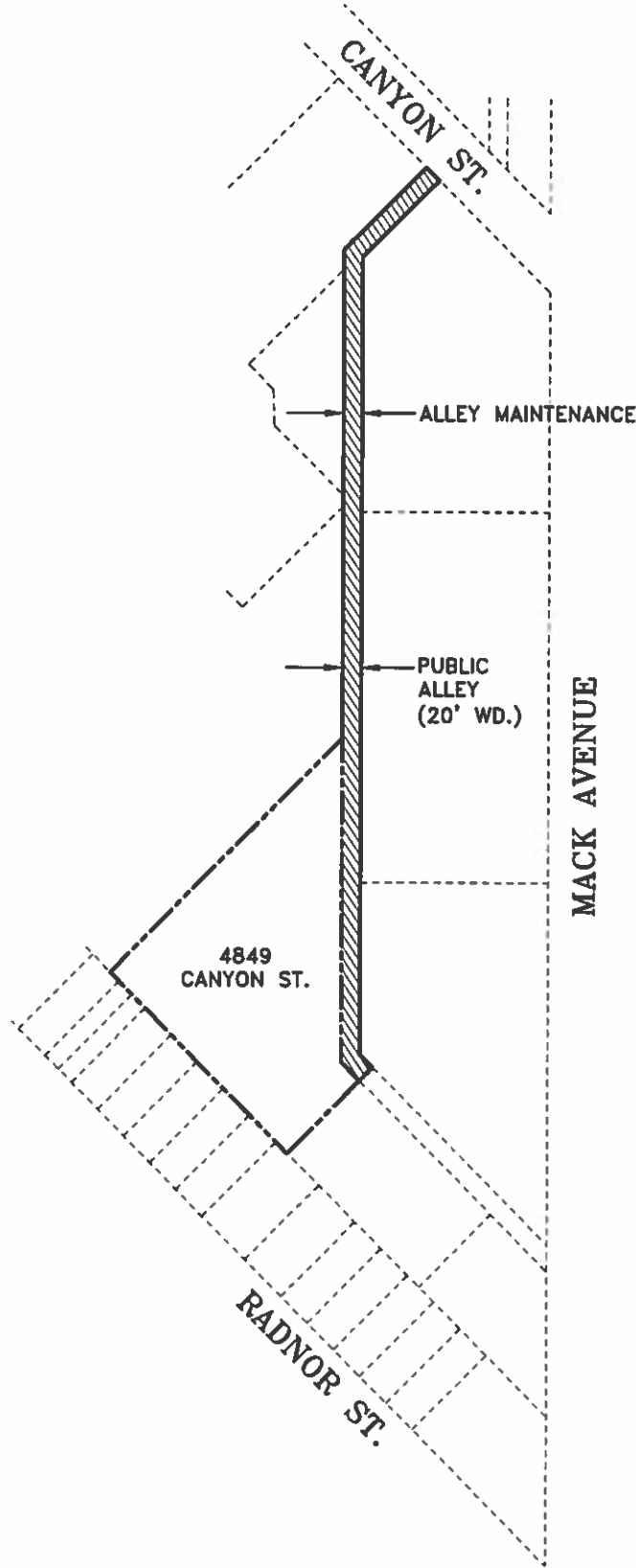
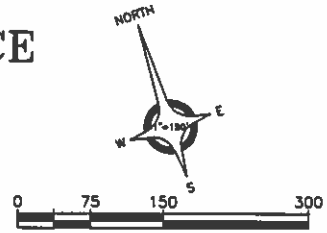
The land referred to in this commitment is described as follows: City of Detroit, County of Wayne, State of Michigan Part of Lot 11, JANE L. FISHER'S SUBDIVISION, as recorded in Liber 7, Page 19 of plats, Wayne County Records, also being a part of Lots 13, 14 and 15 of the plat and survey of Private Claim 300, as recorded in Liber 221 of deeds on Pages 332 and 333, Wayne County Records and also being a part of vacated Moon Street (30 feet wide) and is more particularly described as follows: Beginning at a point located Westerly along the Right of Way line of Mack Avenue (120 feet wide) as widened by the Board of Wayne County Road Commissioners, said point being measured South 19 degrees 08 minutes West, a distance of 629.26 feet and North 70 degrees 51 minutes West, 202.24 feet and South 19 degrees 08 minutes West, 211.16 feet from the Intersection of said Westerly Right of Way line of Mack Avenue with the Southwesterly Right of Way line of Canyon Avenue (60 feet wide) as now established; thence South 63 degrees 57 minutes 12 seconds West, 109.36 feet to a point in the Easterly Line of LEONARD HILLGER LAND CO'S SUBDIVISION, as recorded in Liber 41, Page 77 of plats, Wayne County Records; thence North 25 degrees 02 minutes 48 seconds West along said Easterly line, 270.00 feet; thence North 63 degrees 57 minutes 12 seconds East, 352.68 feet; thence South 19 degrees 08 minutes West, 343.04 feet; thence South 26 degrees 02 minutes 48 seconds East, 28.20 feet to the point of beginning.

Exhibit B

Repair and/or replace concrete in the alley area depicted on the next page with 10" aggregate base and 8" concrete.

ANDERSON, ECKSTEIN AND WESTRICK, INC.
 51301 SCHOENHERR ROAD
 SHELBY TWP., MI. 48315
 PHONE: (586) 726-1234
 FAX: (586) 726-8780
 ae@awinc.com
 www.awinc.com

EXHIBIT B ALLEY MAINTENANCE



M:\0155\0155-0174\DWG\CIVIL\EXHIBIT B.DWG LAYOUT Exhibit B 9/18/2017 9:55 AM

PROPRIETOR:	CITY OF GROSSE POINTE	SEC: PC241	CITY OF DETROIT	AEW NO.: 0155-0174
ADDRESS:	17147 Maumee Avenue	COUNTY: WAYNE		DRAWN BY: KJP
CITY, ST., & ZIP:	Grosse Pointe MI 48230	PLAN NO.:	BOOK NO.:	CHECKED BY: SVP
		SCALE: 1"=150'		SHEET 1 OF 1