MAINTENANCE AGREEMENT

This	agreem	ent (th	is "Ag	reement")	is ma	ade and	entered	into this	4 da	ay of
March		2	0_17	, by and b	etween	the City	of Detr	oit, a Mic	higan mun	icipal
corpo	ration,	acting	by ar	d through	its De	partment	of Publ	ic Works	(the "City")	, and
2801 F	Russell LLC	C			, a	Michiga	n Limited L	iability Corp		
("Owner") whose address is 640 N. Old Woodward Birmingham, MI 48009										

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 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:

a Michigan Limited Liability Corp	
BY: Var Var	
(Signature) PRINT NAME: Joseph Jonna	
ITS: Authorized Representative	
(Duly Authorized Representative)	
CITY OF DETROIT, through its Department of Public Works - City BY: PRINT NAME: City Engine C	ity Engineering Division

2801 Russell LLC

Exhibit A

Building Description 2801 Russell

22 March 2017

Russell Flats is a mixed-use project located at 2801 Russell Street, stretching along Alfred Street from Russel Street to Rivard Street, in Eastern Market area of Detroit, Michigan. This area of Eastern Market is zoned B6 – General Services district. Russell Flats structure respects the existing setback conditions of adjacent buildings along Russell and Rivard Streets, but it sets back from the property line along Alfred by a minimum of 12 feet to accommodate sizable curb-less pedestrian zone along with one-way traffic, on street parking along with requisite loading zones.

This development is composed of 11,372 sq. ft. of commercial space, 55,200 sq. ft. of residential space and two levels of parking housing 78 vehicles. Commercial square footage is comprised of one two-story anchor leasable space of 3,400 sq. ft. total and seven smaller 'flex-retail' units. Flex retail units are envisioned to be a complementary use to the market – i.e. Providing a space for market retailers who would like to have a weeklong presence in the market, but cannot afford or do not need large space – and make up the remaining 7,972 sq. ft.

The two levels of parking are inboard in the structure, such that the commercial spaces are the building's street frontage. Additional parking of 76 parking spaces in the municipal parking structure behind Shed 4.

Residential units make up the four-story volume along Alfred Street. Residential portion of the building is held back from Russell Street such that the anchor retail space on the corner of Alfred and Russell streets has use of an inhabitable rooftop. Unit mix is composed of 75% one-bedroom units (650 s.f. average), 10% studio units (520 s.f. average), 5% two bedroom units (800 s.f. average) and 10% premium penthouse units (1100 s.f. average). First residential level along the south side of the building will have private outdoor spaces associated with the units, as well as a large rooftop and indoor common tenant amenity space on the south-west corner of the structure.

JONNA LUXURY HOMES BIRMINGHAM, MI

RUSSELL FLATS DETROIT, MI

EXHIBIT A

05 DECEMBER 2016

HAMILTON ANDERSON PROJECT NUMBER: 2015163-00

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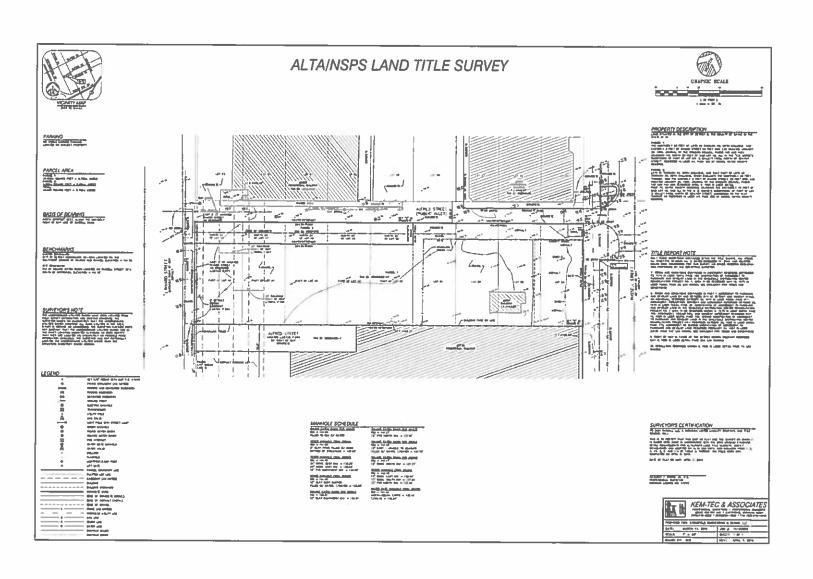


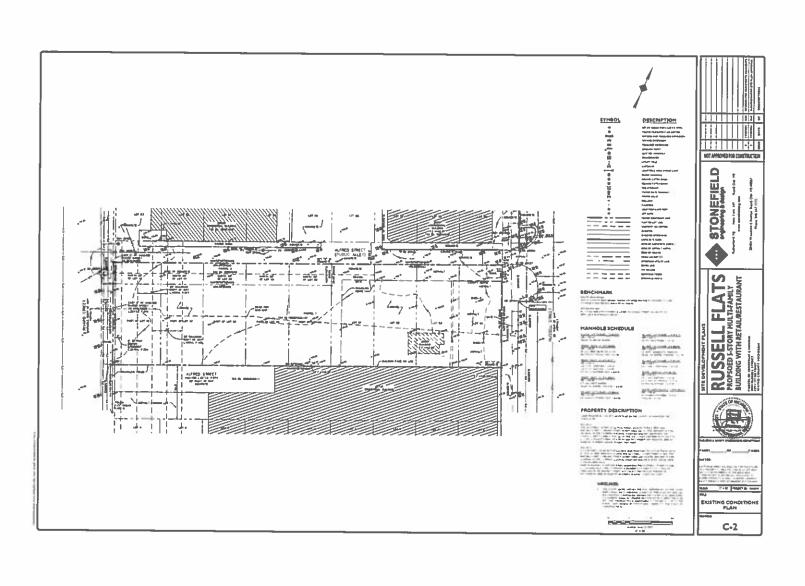
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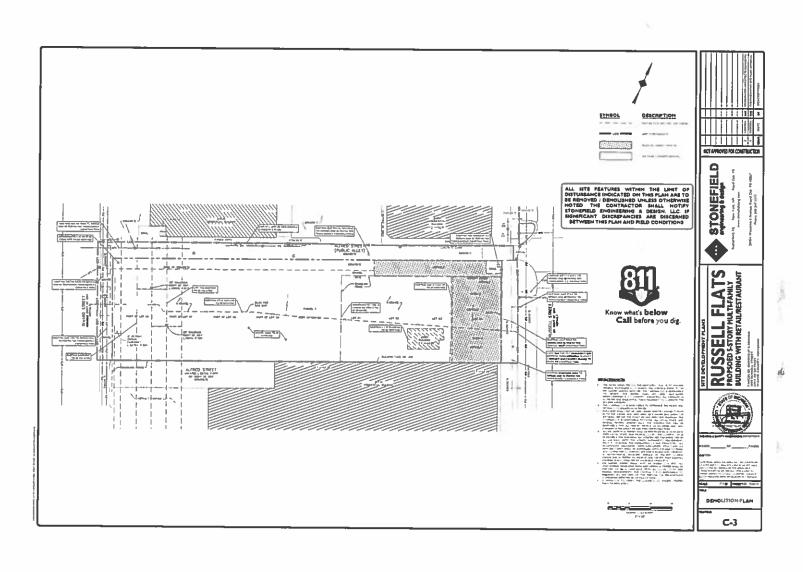
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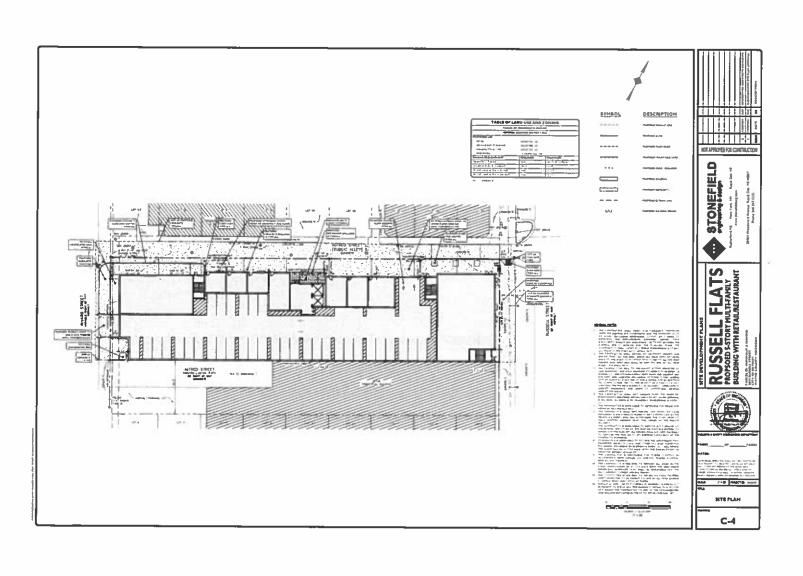
CIVIL ENGINEERING

DESIGN TEAM









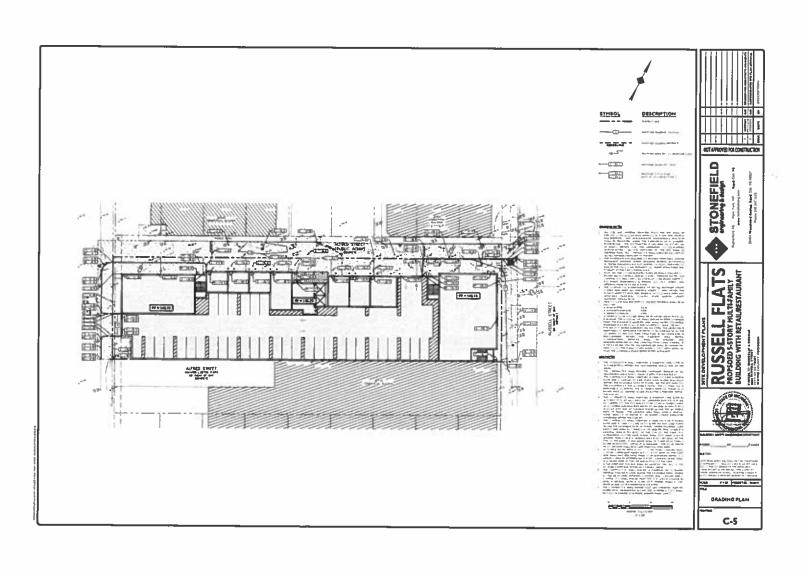
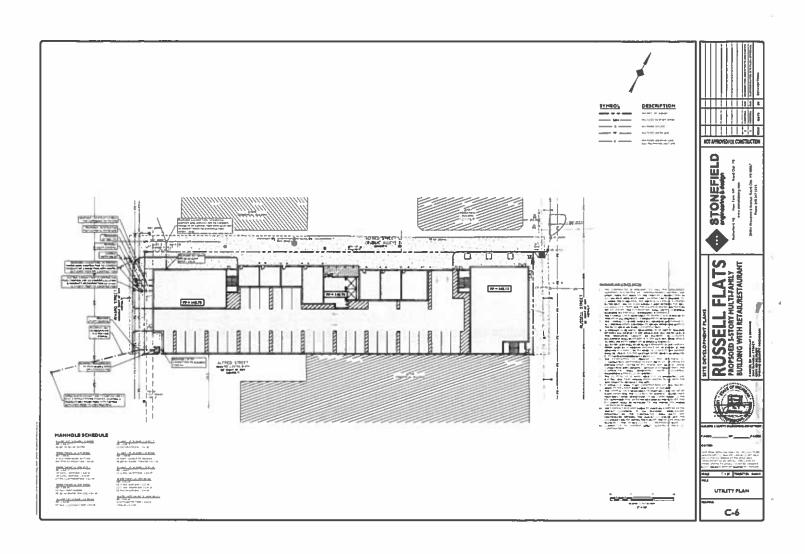
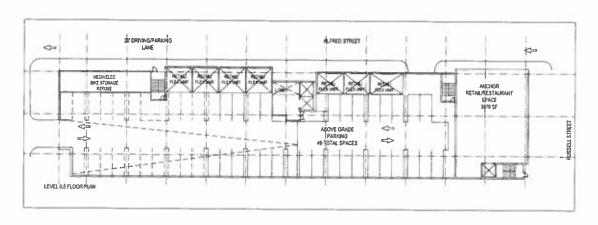


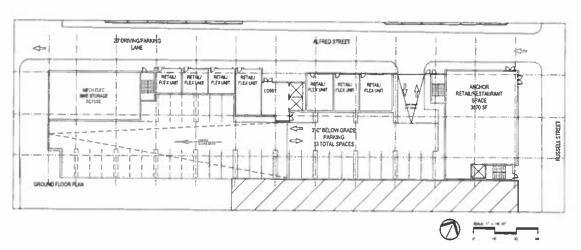
Exhibit B:

The owner of Russell Flats will maintain Alfred Street from a line even with the property line along Russell Street west to a line even the property line along Rivard. In the north/south direction, Alfred will be maintained between the face of the Russell Flats building north to the north Right of Way line of existing Alfred Street.



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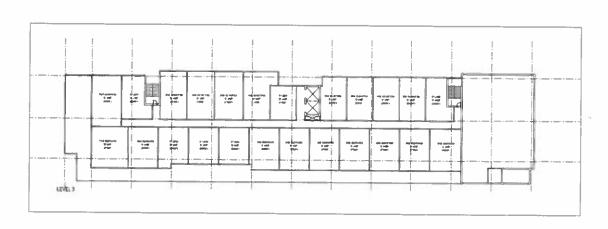
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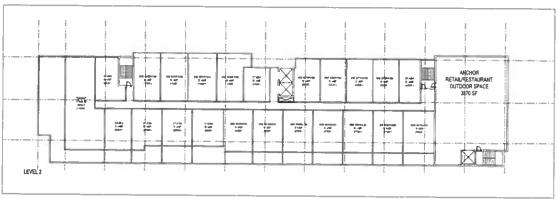
RUSSELL PLATS

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FLOOR PLANS

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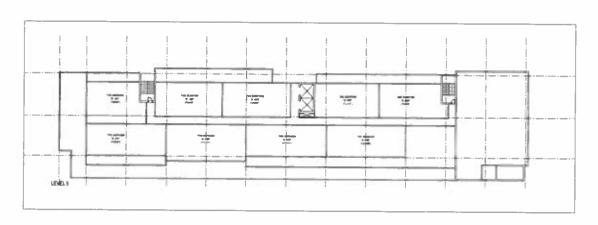
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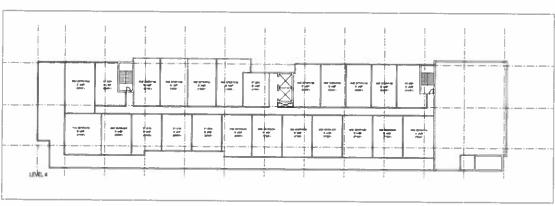


RUSSELL PLATS

FLOOR PLANS

A1.2







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RUSSELL PLATS

FLOOR PLANS

A1.3

