

ALLEY MAINTENANCE AGREEMENT

This Agreement is made and entered into this 22nd day of December, 2017, by and between City of Detroit, a body public, through its Department of Public Works, whose address is _____ ("City"), and Fourth Street Eco-Homes Condominium Association, a Michigan nonprofit corporation, whose address is 3434 Woodward, St. 100 ("Association").
Detroit, MI 48201

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

1. **Purpose of Agreement:** The Association represents the owners of certain property(s) adjacent to a public right-of-way, described as:

Units 1-14, Fourth Street Eco-Homes Condominiums, according to the Master Deed thereof, recorded in Liber 60, Page 58, Wayne County Records and designated as Wayne County Subdivision Plan No. 1077, with rights of General and Limited Common Elements.

Lots 9-16, inclusive, Block 5, "Plat of the Subd'n of the Crane Farm, being the Rear Concession of P.C. 247 between Hancock and Brainard Streets" as recorded in Liber 60 of Deeds, Page 58, Wayne County Records, Wayne County, Michigan. Also described as BEGINNING at the Southeast corner of the intersection of Fourth Street (50 feet wide) and Alexandrine Street (50 feet wide), also being the Northwest corner of Lot 16, Block 5, "Plat of the Subd'n of the Crane Farm, being the Rear Concession of P.C. 247 between Hancock and Brainard Streets" as recorded in Liber 60 of Deeds, Page 58, Wayne County Records, thence N66°07'36"E 95.00 feet along the Southerly Right-of-Way line of said Alexandrine Street to the Northeast corner of said Lot 16; thence S23°48'42"E 320.17 feet along the Westerly Right-of-Way line of a Public Alley (16.9 feet wide) to the Southeast corner of Lot 9, of said Block 5; thence S66°04'17"W 95.00 feet along the Southerly line of said Lot 9 to the Southwest corner of said Lot 9; thence N23°48'42"W 320.26 feet along the Easterly Right-of-Way line of said Fourth Street to the Northwest corner of said Lot 16 and the Point of Beginning, being a part of said Block 5, containing 0.69 acres of land, more or less.

Also, Lots 9-10, and the Southerly 31 feet of Lot 11, Block 8, "Plat of the Subd'n of the Crane Farm, being the Rear Concession of P.C. 247 between Hancock and Brainard Streets" as recorded in Liber 60 of Deeds, Page 58, Wayne County Records, Wayne County, Michigan. Also described as BEGINNING at the Northeast corner of the intersection of Fourth Street (50 feet wide) and Alexandrine Street (50 feet wide), also

being the Southwest corner of Lot 9, Block 8, "Plat of the Subd'n of the Crane Farm, being the Rear Concession of P.C. 247 between Hancock and Brainard Streets" as recorded in Liber 60 of Deeds, Page 58, Wayne County Records, thence N23°48'42"W 111.13 feet along the Easterly Right-of-Way line of said Fourth Street; thence N66°11'00"E 95.00 feet along the Northerly line of the Southerly 31 feet of Lot 11, of said Block 8; thence S23°48'42"E 111.04 feet along the Westerly Right-of-Way line of a Public Alley (16.9 feet wide) to the Southeast corner of said Lot 9; thence S66°07'36"W 95.00 feet along the Northerly Right-of-Way line of said Alexandrine Street to the Southwest corner of said Lot 9 and the Point of Beginning, being a part of said Block 8, containing 0.24 acres of land, more or less.

Also, Commencing at the Northwest corner of the intersection of Fourth Street (50 feet wide) and Frank Street (50 feet wide); thence N23°48'42"W 54.98 feet along the Westerly Right-of-Way line of said Fourth Street to a PLACE OF BEGINNING; thence S66°06'31"W 100.00 feet; thence N23°48'42"W 143.98 feet along the Easterly Right-of-Way line of a Public Alley (15 feet wide); thence N66°07'10"E 100.00 feet; thence S23°48'42"E 143.96 feet along the Westerly Right-of-Way line of said Fourth Street to the Point of Beginning, being a part of Outlot 7, "Plat of the Subd'n of the Crane Farm, being the Rear Concession of P.C. 247 known as the Jones Farm", as recorded in the Liber 1 of Plats, Page 117, Wayne County Records, Wayne County, Michigan, containing 0.33 acres of land, more or less.

and further being subject to and together with all easements, reservations, exceptions, conditions and restrictions contained in prior conveyances of record or otherwise.

The Association controls the common elements of Fourth Street Eco-Homes Condominiums. The City owns the alley adjacent to the above described property. Since persons entering or exiting from the above described properties may be in use of the City owned property, the Association 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 the Association.
3. **Indemnification and Hold Harmless:** The Association hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims, causes of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for damage to or destruction of property arising from their uses or maintenance of the section of the publicly owned alley as to which it agrees hereto to provide maintenance.
4. **Insurance:** The Association covenants and agrees at its sole cost and expense to maintain for the mutual benefit of it and the City comprehensive general liability insurance or an occurrence form against claims for bodily injuries (including but not limited to

death) or property damage (including but not limited to destruction) occurring upon, in or about the public right of ways described herein, at combined single limits of not less than One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate, subject to the exclusion set forth in Paragraph 3. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be canceled or materially modified without prior written notice by certified mail to the City to the attention of the City of Detroit, Finance Department, Coleman A. Young Municipal Center, Detroit, MI 48226 Attn: Risk Management Division. Said coverage may be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, but either a certificate or the original of an insurance policy effecting such coverage shall be provided. This insurance shall be primary and any such insurance maintained by the City shall be secondary and non-contributory and excess over the City's comprehensive general liability insurance. The Association shall be responsible for payment of all deductibles.

5. **Right to Assign:** The Association may assign its rights and obligations under this Agreement to a third party upon City's prior written consent which shall not be unreasonably withheld. Upon such authorized assignment to a third party, the Association'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 agreements, negotiations or representations not expressly set forth in this Agreement, are of no force and effect. Any amendment to or modifications of this Agreement shall be of no force and 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 the Association. This Agreement is for the exclusive benefit of the parties stated herein 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 outside the scope of this Agreement by the Association to the public right of ways 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 the City with regard to the subject public alley or the City's rights to convey, alter or eliminate said public alley.**

11. The Association and its successors or assigns agree perpetually to maintain the subject publicly owned alley and to provide in relation to it the following services:

- a. Repair alley pavement and keep at all times free and clear of obstructions.
- b. Snow removal.

IN WITNESS WHEREOF, the City and Fourth Street Eco-Homes Condominium Association by and through their duly authorized officers and representatives, have executed this Agreement as of the dates of their respective signatures:

FOURTH STREET ECO-HOMES
CONDOMINIUM ASSOCIATION, a
Michigan nonprofit corporation

By: *[Signature]*
Its: Exec. Director

CITY OF DETROIT,
A body public through its Department of
Public Works

By: *[Signature]*
Its: DIRECTOR

Corporation Counsel

Approved:

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 2nd day of December, 2017, by Susan T. Mosky, the authorized member of FOURTH STREET ECO-HOMES CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation on behalf of the company.

[Signature]
Notary Public, State of Michigan
County of Wayne
My Commission expires: 8/6/2020
Acting in the County of Wayne



