

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into, this 22nd day of February, 2018, by and between the City of Detroit, a body public, through its Department of Public Works (the "City"), and Baltimore & John R LLC, a Michigan limited liability company ("Owner"), whose address is 3011 W. Grand Boulevard, Suite 2300, Detroit, Michigan 48202

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 during the Term of this Agreement 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 arising from 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 Term of this Agreement 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 shall be binding upon the successors and assigns of Owner. 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 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 in Exhibit B.

SIGNATURE PAGE OF MAINTENANCE AGREEMENT BETWEEN THE
CITY OF DETROIT AND BALTIMORE & JOHN R LLC

BALTIMORE & JOHN R LLC,
A Michigan limited liability company

By: *D. A. Knoer* /cc

Name: *Dickie A. Knoer*

Its: *Authorized Agent*

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

BY: *[Signature]*

PRINT NAME: Richard Doherty, P.E.
(Signature)

ITS: City Engineer

Exhibit A

1. Parcel ID no. 01004273.002L

2.

LOTS 79 THROUGH 89, INCLUSIVE AND THE VACATED ALLEY ADJACENT TO SAID LOTS, PATRICK MCGINNIS SUB'N, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS, PAGE 93, WAYNE COUNTY RECORDS. ALSO DESCRIBED AS FOLLOWS:

PART OF FRACTIONAL SECTION 31, TOWN 01 SOUTH, RANGE 12 EAST, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, AND 89 OF PATRICK MCGINNIS SUB'N RECORDED IN LIBER 4, PAGE 93 OF PLATS, WAYNE COUNTY RECORDS AND THE VACATED ALLEY ADJACENT TO THE SOUTHERLY LINE OF SAID LOTS 79 THROUGH 89, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BALTIMORE AVENUE (60 FEET WIDE) AND THE EASTERLY RIGHT-OF-WAY LINE OF WOODWARD AVENUE (120 FEET WIDE), SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3 OF SAID PATRICK MCGINNIS SUB'N; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 62 DEGREES 48 MINUTES 14 SECONDS EAST, 252.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 79, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE, NORTH 62 DEGREES 48 MINUTES 14 SECONDS EAST, 330.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOHN R STREET (60 FEET WIDE), ALSO BEING THE NORTHEAST CORNER OF SAID LOT 89; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27 DEGREES 16 MINUTES 51 SECONDS EAST, 126.10 FEET TO THE SOUTHERLY LINE OF SAID VACATED ALLEY; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 62 DEGREES 31 MINUTES 07 SECONDS WEST, 330.46 FEET; THENCE NORTH 27 DEGREES 13 MINUTES 26 SECONDS WEST, 127.75 FEET TO THE POINT OF BEGINNING.

3. Also know as: 66 East Baltimore Avenue, Detroit, MI

Exhibit B

Baltimore and John R LLC, a Michigan Limited Liability Company, and its successors agree to maintain the publicly owned Baltimore Avenue and John R Street rights-of-way adjacent to the property described in Exhibit A and shown in yellow on the following page during the Term and to provide in relation to it the following services:

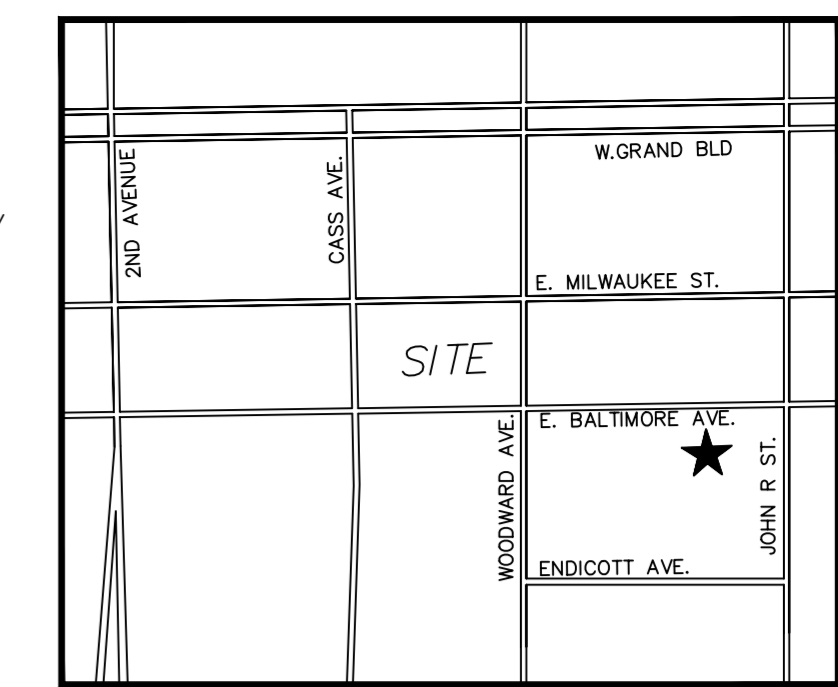
- A. Maintenance and repairs of decorative pavement, but not including any portion of the curb or road right-of-way;
- B. Regulation and maintenance of landscaping planters;
- C. Snow removal.

NOTES:

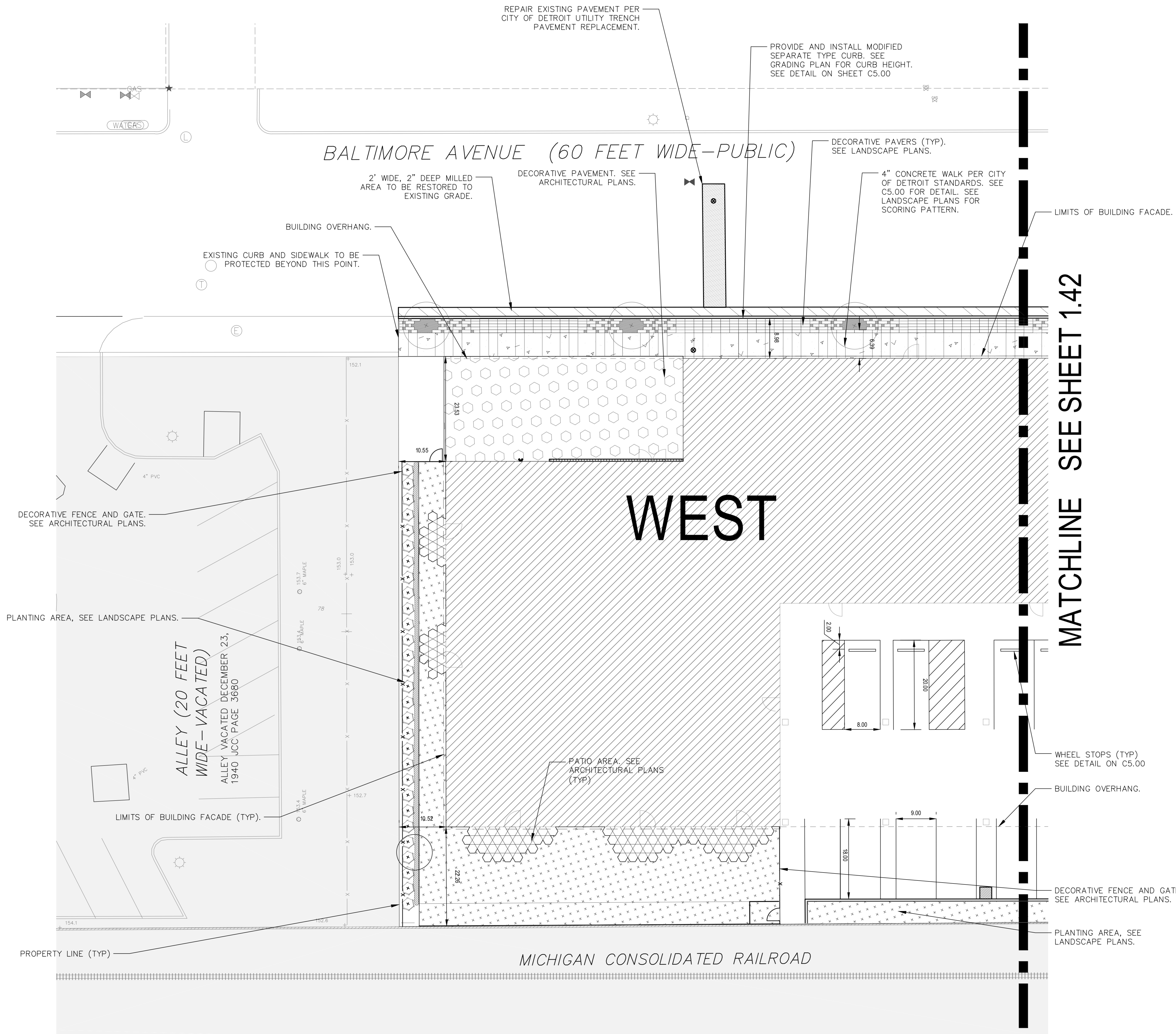
1. REFER TO THE GENERAL NOTES FOR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES.
2. EXISTING UTILITIES TO BE PROTECTED - IN-PLACE THROUGHOUT CONSTRUCTION, EXCEPT WHERE NOTED OTHERWISE.
3. ALL SIDEWALKS TO BE COMPLIANT WITH ADA ACCESSIBLE REQUIREMENTS.
4. CONTRACTOR SHALL HAVE NO IMPACT ON ADJACENT RAILROAD OR RETAINING WALL.
5. ALL EXISTING STRUCTURES TO BE ADJUSTED TO MEET AND MATCH PROPOSED GRADE. CONTRACTOR TO COORDINATE WITH UTILITY.

PAVING HATCH LEGEND

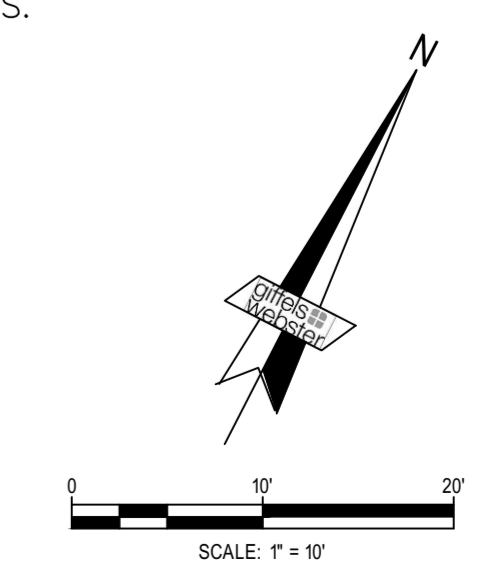
2" MILL ASPHALT PAVEMENT 2' OFF OF CURB REMOVAL AND RESTORE TO EXISTING GRADE WITH SE3 HMA (TYP).		UTILITY TRENCH PAVEMENT REPLACEMENT PER CITY OF DETROIT. SEE DETAIL ON SHEET C5.00	
PROVIDE AND INSTALL 6" NONREINFORCED CONCRETE PAVEMENT. SEE DETAIL ON SHEET C5.00		LANDSCAPE - SEE LANDSCAPE PLAN	
PROVIDE AND INSTALL 4" CONCRETE SIDEWALK PER CITY OF DETROIT STANDARDS. SEE DETAIL ON SHEET C5.00		PROVIDE AND INSTALL CONCRETE VALLEY GUTTER. SEE DETAIL ON SHEET C5.00	
DECORATIVE PAVEMENT - SEE ARCHITECTURAL PLANS		PROVIDE AND INSTALL LOADING AREA PAVEMENT. SEE DETAIL ON SHEET C5.00	



LOCATION MAP
(NOT TO SCALE)



MATCHLINE SEE SHEET 1.42



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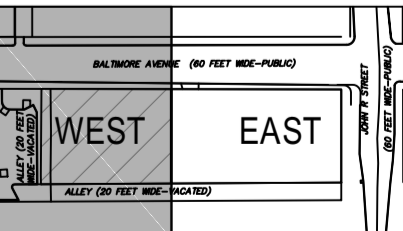
66 EAST BALTIMORE

66 EAST BALTIMORE AVE.
DETROIT, MI 48202



Revised For:

No.	Description	Date
1	Site Plan Submittal	02.03.2017
2	Site Plan Revision 1	06.02.2017
3	Site Plan Revision 2	08.11.2017
4	BZA Application Submittal	09.12.2017
5	Building Permit Submittal	09.19.2017
6	R/O W. Permit Submittal	10.11.2017
7	Final Set	10.19.2017
8	CEB Permit	10.25.2017
9	Final	11.20.2017
10	CEB Permit Revision 1	01.09.2018
11	BSEED Permit Revision 1	01.09.2018

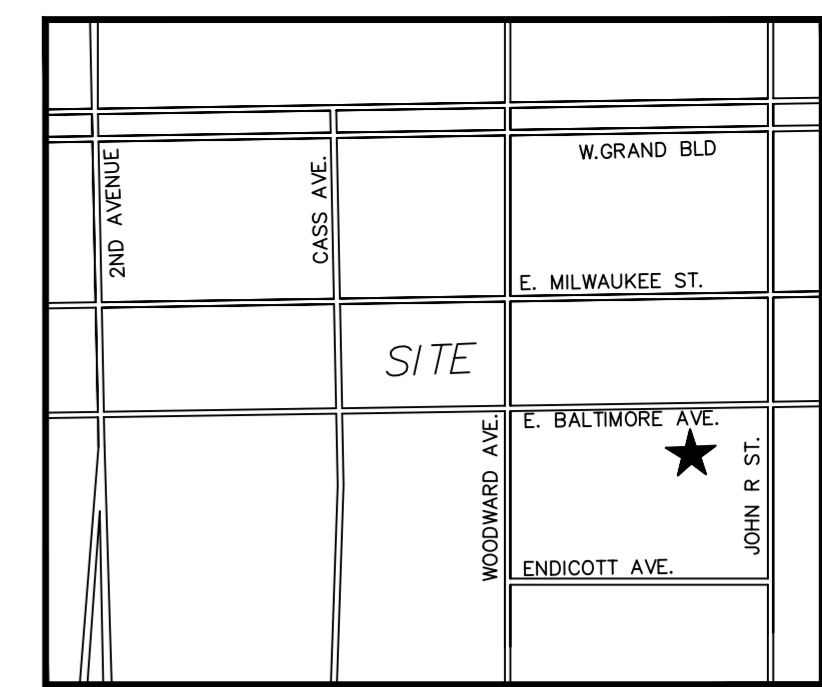
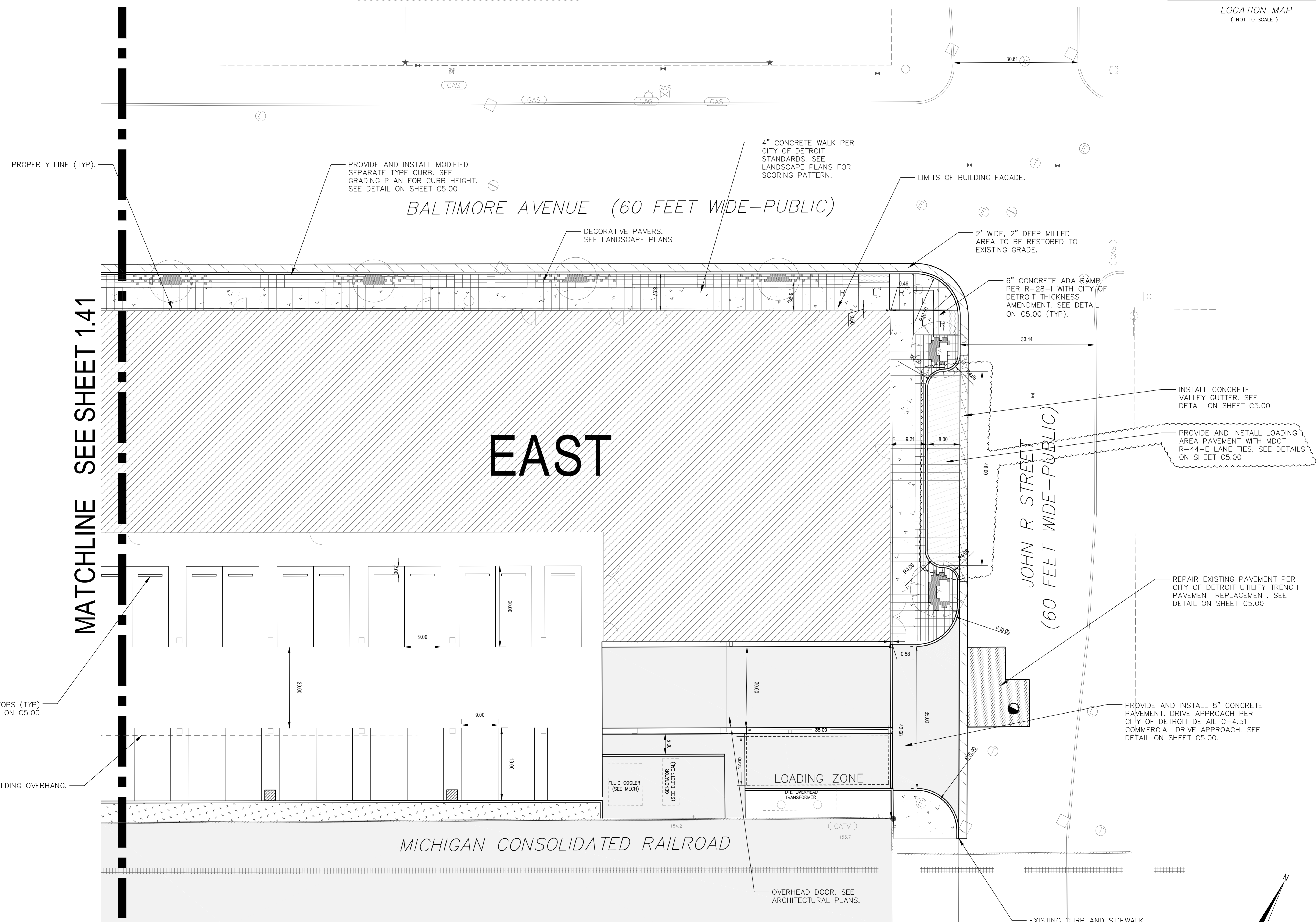
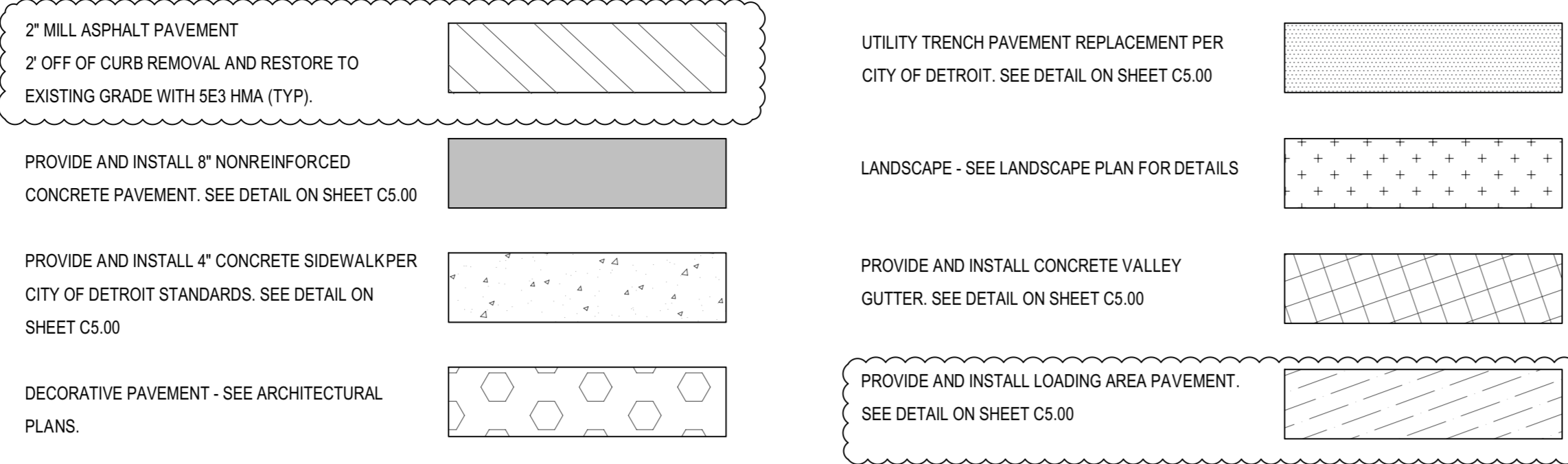


Sheet Name
Site Plan West
C1.41

NOTES:

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PAVING HATCH LEGEND



LOCATION MAP
(NOT TO SCALE)

MATCHLINE SEE SHEET 1.41

EAST

L
O
H
A

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BALTIMORE

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**giffels
webster**

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9	Final	11.29.2017
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11	BSEED Permit Revision 1	01.09.2018

Key Section

Key Plan



Sheet Name
**Site Plan
East**

C1.42

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