

MAINTENANCE AGREEMENT

This agreement is made and entered into, this 2 day of JULY, 2018, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and Tiger Stadium Partners LLC a Michigan limited liability company ("Owner"), whose address is 91 W Long Lake Rd. Bloomfield Hills, MI 48304.

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.

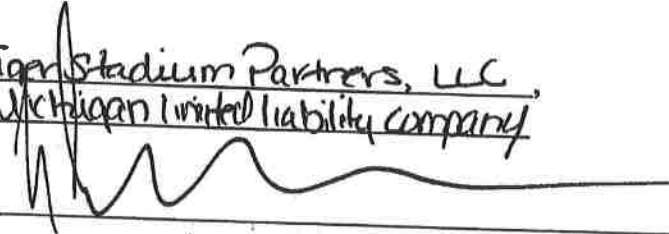
9. **Improvement Changes:** Any changes to the Maintenance Area, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, 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:

Tiger Stadium Partners, LLC,
a Michigan limited liability company

BY: 
(Signature)

PRINT NAME: Eric B. Larson

ITS: Managing Member
(Duly Authorized Representative)

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

BY: _____
(Signature)

PRINT NAME: Richard Doherty, P.E.

ITS: City Engineer

Exhibit A

PROPERTY DESCRIPTION

(PER TITLE COMMITMENT NO. 797555 (REVISION F), PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED OCTOBER 31, 2017)

THE LAND REFERRED TO HEREIN, SITUATED IN THE COUNTY OF WAYNE, CITY OF DETROIT, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

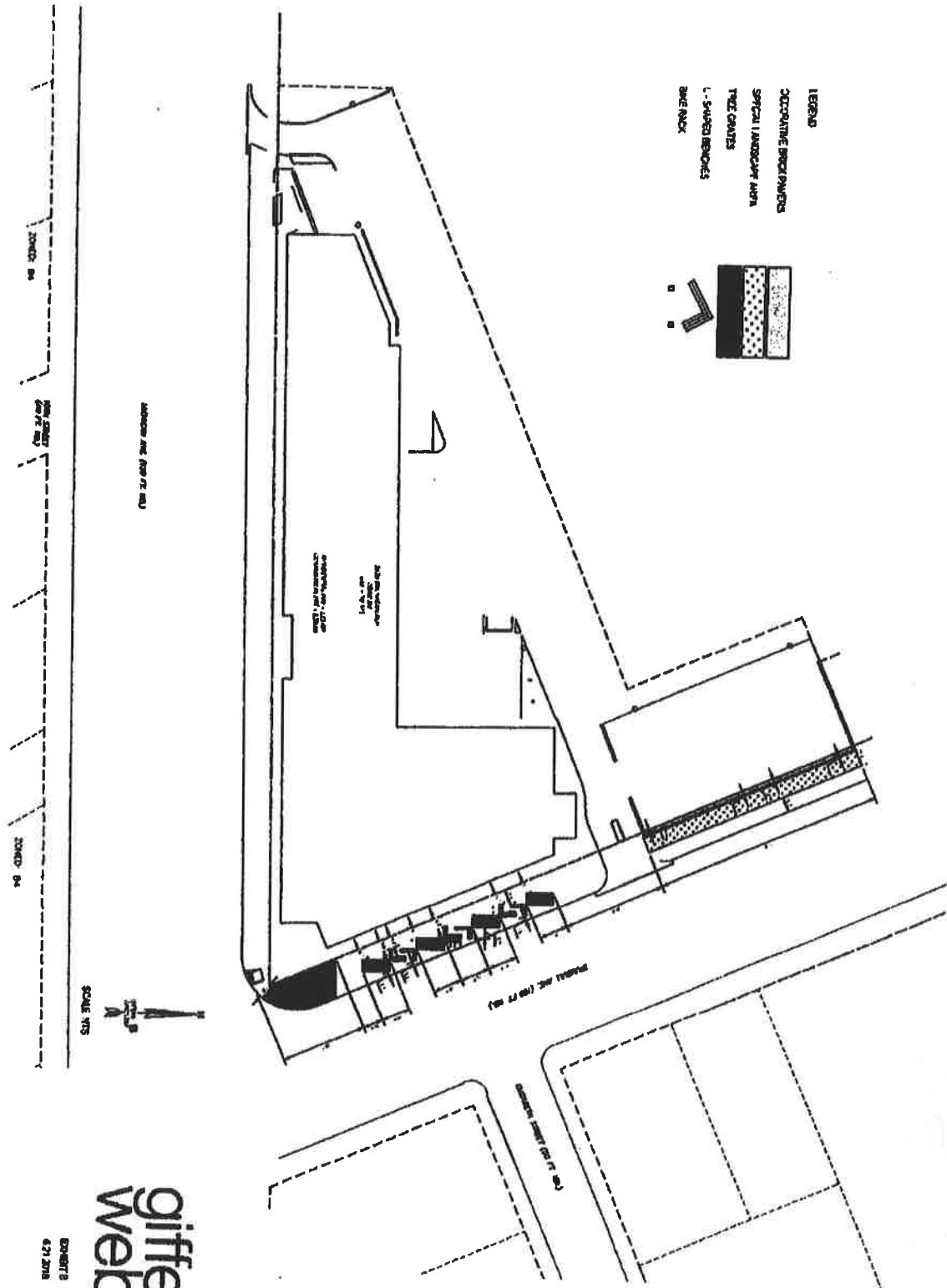
PARCEL 4:

PART OF PRIVATE CLAIM 22 AND PRIVATE CLAIM 27, BEING PART OF LOT 1 OF PLAT OF P.C. 27, RECORDED IN LIBER 2, PAGE 5 OF PLATS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF MICHIGAN AVENUE (120 FEET WIDE) AND THE EAST LINE OF COCHRANE AVENUE (65 FEET WIDE), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 5 OF PLAT OF P.C. 27, RECORDED IN LIBER 2, PAGE 5 WAYNE COUNTY RECORDS; THENCE ALONG SAID NORTH LINE OF MICHIGAN AVENUE, NORTH 88 DEGREES 46 MINUTES 10 SECONDS EAST, 106.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, 61.04 FEET; THENCE NORTH 66 DEGREES 27 MINUTES 32 SECONDS EAST 339.94 FEET; THENCE NORTH 23 DEGREES 38 MINUTES 17 SECONDS WEST, 100.00 FEET; THENCE NORTH 66 DEGREES 23 MINUTES 00 SECONDS EAST, 73.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF TRUMBULL AVENUE (100 FEET WIDE); THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 23 DEGREES 38 MINUTES 17 SECONDS EAST, 335.68 FEET TO A POINT ON THE NORTH LINE OF SAID MICHIGAN AVENUE; THENCE ALONG SAID NORTH LINE, SOUTH 88 DEGREES 46 MINUTES 10 SECONDS WEST, 472.79 FEET TO THE POINT OF BEGINNING.

Exhibit B

Please see Exhibit B for a representation of the following items that are included in this maintenance plan.

- 11.2' X 121.4' Landscape area
 - The landscape area will be established in the first year of operation, watered and maintained by the owner.
- One private light pole
 - Owner will agree to annual maintenance checks of private light pole and repair any damage that occurs in a reasonable amount of time.
- 120.4' X 1' X 6' Masonry screen wall
 - Owner will agree to annual maintenance check of the Masonry screen wall and repair any damage that occurs in a reasonable amount of time.
- 6 Bike Racks
 - Owner will agree to annual maintenance check of the bike racks and repair any damage that occurs in a reasonable amount of time.
- 4 Tree Grates
 - Owner will agree to annual maintenance check of tree grates. The owner will also maintain and water the trees within the grates and repair any damage that occurs in a reasonable amount of time.
- 6 L-Shaped Benches
 - Owner will agree to annual maintenance check of benches and repair any damage that occurs in a reasonable amount of time.
- Brick Pavers extending from the rights-of-way line to the curb extending approximately 46' to the north
 - Owner will agree to annual maintenance check of brick pavers and repair any damage that occurs in a reasonable amount of time.



giffels
webster

DATE: 8/21/2016



LARSREA-01

ROAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-899920 (248) 433-1466 Oswald Companies - Detroit, MI 39572 Woodward Ave., Suite 201 Bloomfield Hills, MI 48304		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: aroshak@oswaldcompanies.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Insurance Company	24112
INSURED		INSURER B:	
Tiger Stadium Partners, LLC 91 West Long Lake Road Bloomfield Hills, MI 48304		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TRA8169552	8/31/2017	8/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ No coverage PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL	N	N	TRA8169552	8/31/2017	8/31/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days cancellation notice applies except 10 days for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Detroit
Finance Dept
Coleman A. Young Municipal Center
Detroit, MI 48226-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE