

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 3/27 day of August 2018, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and 1400 Webward Avenue LLC, a Michigan limited liability company ("Owner") whose address is 630 Woodward Avenue, Detroit, MI 48226.

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:

1400 Webward Avenue LLC
a Michigan limited liability company
BY: Bedrock management Services LLC, as agent
BY: 
(Signature)
PRINT NAME: John Olstzewski
ITS: VP of Construction
(Duly Authorized Representative)

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

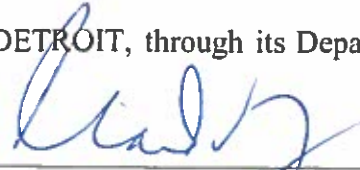
BY: 
(Signature)
PRINT NAME: Richard Doherty, P.E.
ITS: City Engineer

Exhibit A

BUILDING DESCRIPTION

**MAINTENANCE AGREEMENT
EXHIBIT A
BUILDING DESCRIPTION**

LEGAL DESCRIPTIONS FOR 1400 WOODWARD & 1413 FARMER ST.

"PARCEL A"

A PARCEL OF LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOT 31 AND 32 AND PART OF LOT 30 OF PLAT OF SECTION 7, GOVERNOR AND JUDGE'S PLAN, AS RECORDED DECEMBER 23, 1848 IN LIBER 34, PAGE 544 OF DEEDS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF WOODWARD AVENUE (120 FT WIDE) AND THE NORTHERLY RIGHT OF WAY LINE OF E GRAND RIVER AVENUE (60 FT WIDE), ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 32; THENCE ALONG SAID EASTERLY LINE, NORTH 30 DEGREES 11 MINUTES 27 SECONDS WEST 149.97 FEET, THENCE NORTH 59 DEGREES 47 MINUTES 12 SECONDS EAST, 100.03 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A PUBLIC ALLEY (20 FT WIDE), THENCE ALONG SAID WESTERLY LINE SOUTH 50 DEGREES 11 MINUTES 27 SECONDS EAST, 150.02 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID E GRAND RIVER AVENUE; THENCE ALONG SAID NORTHERLY LINE, SOUTH 59 DEGREES 50 MINUTES 52 SECONDS WEST, 100.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.544 ACRES OF LAND.

"PARCEL B" (INCLUDES 1413 FARMER)

A PARCEL OF LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOT 68 AND 69 OF PLAT OF SECTION 7, GOVERNOR AND JUDGE'S PLAN, AS RECORDED DECEMBER 23, 1848 IN LIBER 34, PAGE 544 OF DEEDS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF WOODWARD AVENUE (120 FT WIDE) AND THE NORTHERLY RIGHT OF WAY LINE OF E GRAND RIVER AVENUE (60 FT WIDE), ALSO BEING THE SOUTHWEST CORNER OF LOT 32, OF SAID GOVERNOR AND JUDGE'S PLAN; THENCE ALONG SAID NORTHERLY LINE, NORTH 59 DEGREES 50 MINUTES 52 SECONDS EAST, 120.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ALLEY (20 FT WIDE); THENCE ALONG SAID EASTERLY LINE, NORTH 30 DEGREES 11 MINUTES 27 SECONDS WEST, 170.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 30 DEGREES 11 MINUTES 27 SECONDS WEST, 179.84 FEET TO THE SOUTHERLY LINE OF JOHN R STREET (55 FT WIDE), THENCE ALONG SAID SOUTHERLY LINE, NORTH 59 DEGREES 46 MINUTES 14 SECONDS EAST, 31.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FARMER AVENUE (60 FT WIDE), THENCE ALONG SAID WESTERLY LINE, SOUTH 45 DEGREES 08 MINUTES 20 SECONDS EAST 166.23 FEET, THENCE SOUTH 59 DEGREES 47 MINUTES 01 SECONDS WEST 79.77 FEET TO THE POINT OF BEGINNING, CONTAINING 0.230 ACRES OF LAND.

INCLUDING 1413 FARMER; LOT 70, OF PLAT OF SECTION 7 GOVERNOR & JUDGES PLAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 544 OF DEEDS, WAYNE COUNTY RECORDS, CONTAINING 0.123 ACRES OF LAND.

	PREPARED BY BEDROCK DETROIT	EXHIBIT A BUILDING DESCRIPTION	DATE: 08/13/23 PLOT NO. 170024 DRAWN BY: JPC REVISION: 02
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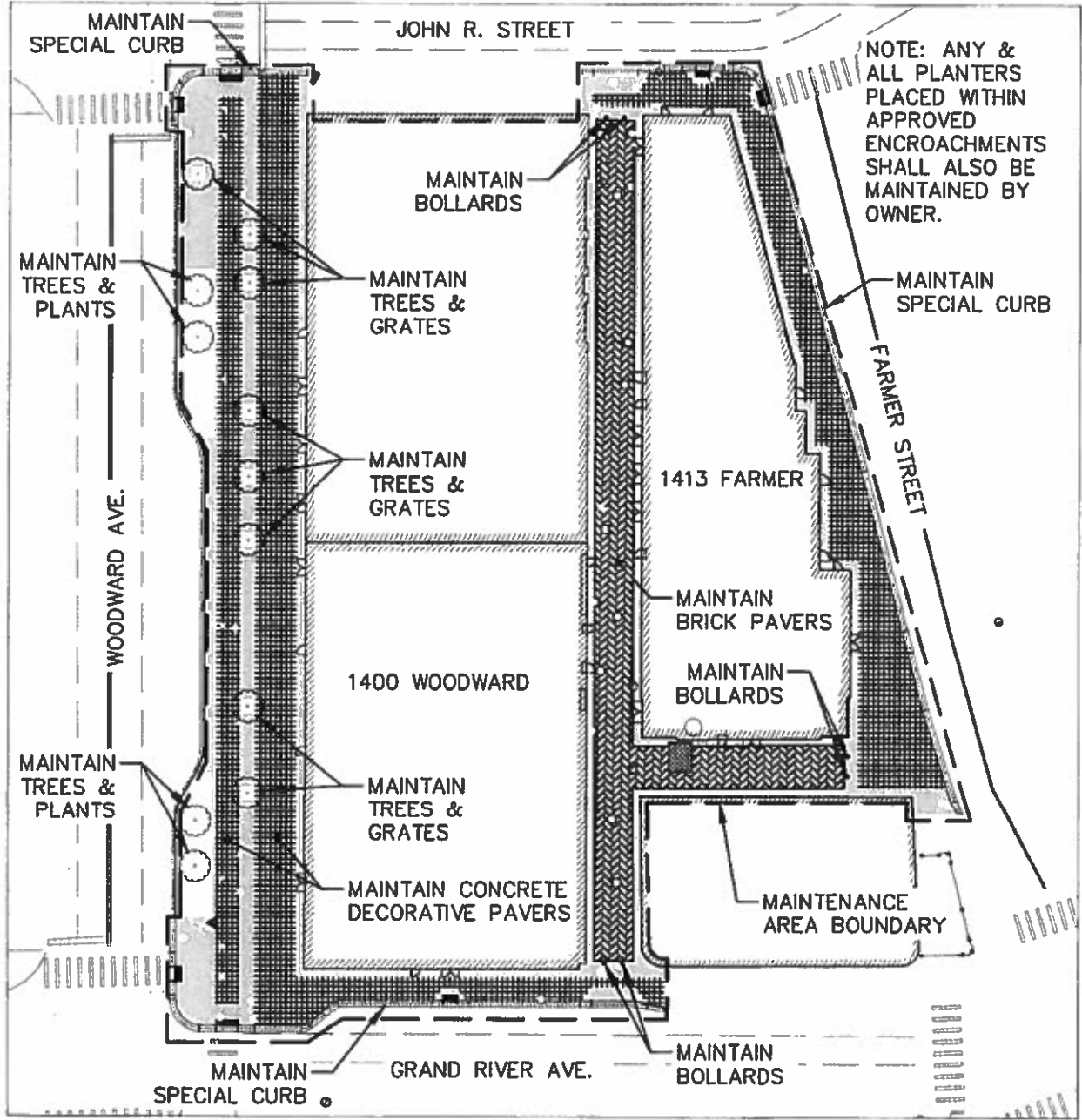
Exhibit B

Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities.

Owner agrees to maintain the improvements expressly identified and depicted on this Exhibit B and as currently existing in good condition and repair, provided that any portions of the Maintenance Area that are or become the property of the Owner or another third party shall be excluded from Owner's obligations under this Agreement. Prior to: (i) issuing a permit to a private party for work to be carried out in or near the Maintenance Area, or (ii) if a City agency or contractor proposes to carry out such work, the City shall notify Owner of the permit request or the City's plans, as applicable, so that Owner can comment on the possible impact of the proposed work on the improvements and Owner's maintenance activities hereunder. It is expressly agreed by the parties that Owner's maintenance and repair responsibilities under this Agreement, and Owner's responsibility for any associated costs, shall not cover or extend to (i) work in or affecting the Maintenance Area carried out by a City-Authorized Party, or (ii) repair, maintenance, repaving or replacement of improvements required as a result of any damage brought about by, or other circumstances arising from, activities in or about the Maintenance Area ("Maintenance Area Damage") by the City or its contractors or other designees of or parties authorized by the City or any agency thereof or by any utility company (inclusive of water, sewer, steam, electricity, gas, telephone, internet and other electronic communications facilities or similar service providers) performing work on facilities located in, under or adjacent to the Maintenance Area (collectively, "City-Authorized Parties"). The Owner may restore, at the City's cost, the Maintenance Area to the condition existing prior to any Maintenance Area Damage.

Exhibit Plan Follows on Next Page

**MAINTENANCE AGREEMENT
EXHIBIT B
MAINTENANCE AREA & PLAN FOR IMPROVEMENTS**



Project: 1400 Woodward & 1413 Farmer Maintenance Agreement Exhibit B.dwg - Last saved: 01/15/2018 2:43 PM

<p>PREPARED BY:</p> <p>Mannik Smith GROUP www.MannikSmithGroup.com</p>	<p>PREPARED FOR:</p> <p>BEDROCK DETROIT</p>	<p>EXHIBIT B MAINTENANCE AREA</p>	<p>DATE: 06/16/2018 PROJ. NO.: M180004 DRAWN BY: MSO REVISION: 00</p>
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