

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 7th day of February 2020, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and Pistons Performance, LLC, a Delaware limited liability company ("Owner") whose address is 6 Championship Dr., Auburn Hills, MI 48326.

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:

Pistons Performance, LLC
a Delaware limited liability company

BY: 

(Signature)

PRINT NAME: Greg Campbell

ITS: EVP + CFO

(Duly Authorized Representative)

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

BY: 

(Signature)

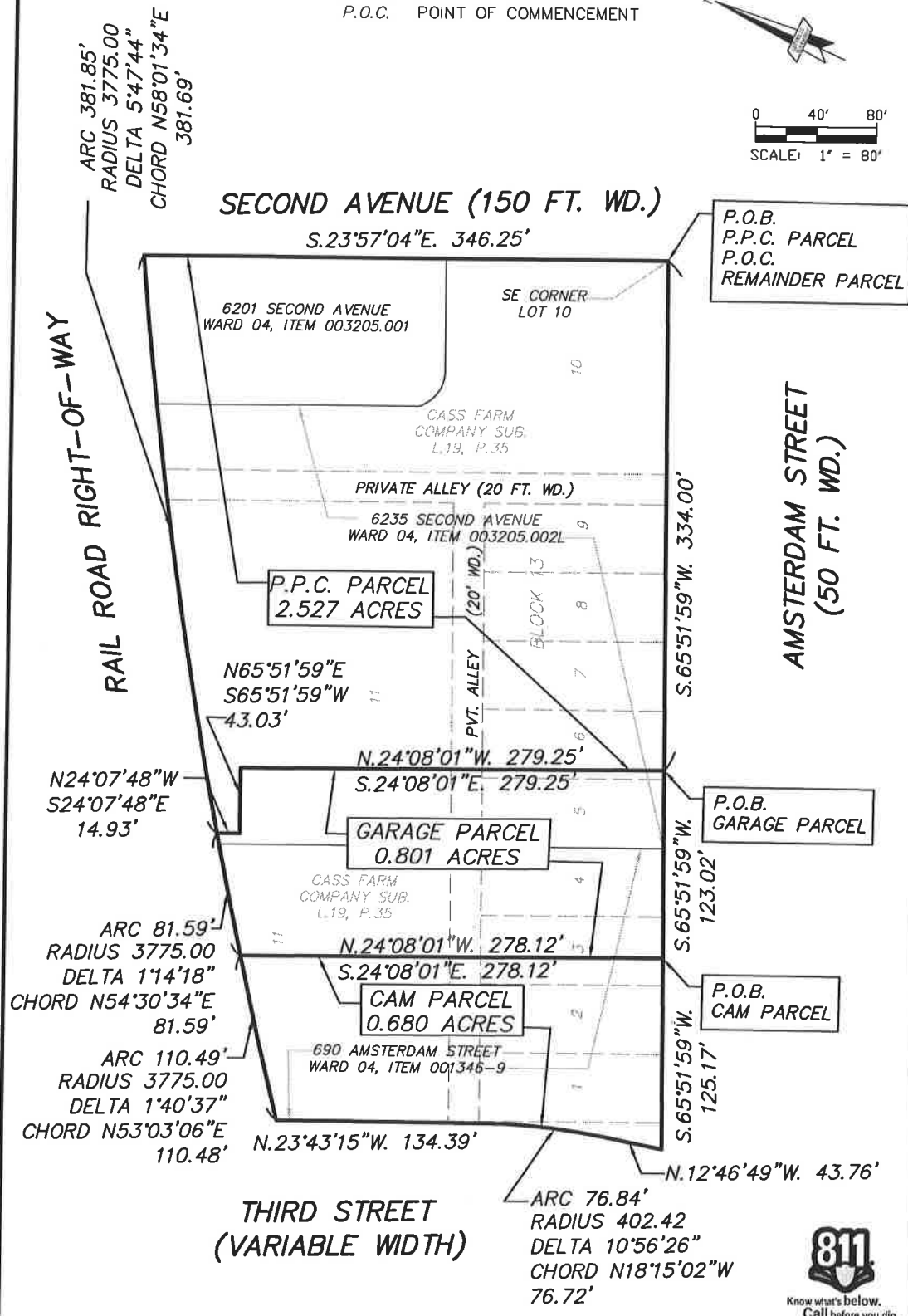
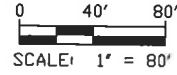
PRINT NAME: Richard Boherty

ITS: City Engineer

EXHIBIT A

LEGEND

P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT



N:\19170\001\9170_02_0201 - Second Avenue Land Title Survey\Drawings\ALT\2017\05-25 Issue area sketch 1917002D_monor.dwg



PISTONS PERFORMANCE CENTER City of Detroit, Wayne County, MICHIGAN Sketch of Description

giffels webster
 Engineers Surveyors Planners
 Landscape Architects

28 West Adams Road
 Suite 2200
 Detroit, MI 48226
 p (313) 962-4442
 f (313) 962-5068
 www.giffelswebster.com

Excavator:	J.N.R.
Manager:	C.A.A.
Designer:	M.P.M.
Quality Control:	J.N.R.
Section:	Section
	Cass Farm

DATE:	ISSUE:
8-21-17	Add garage & CAM tanks
8-25-17	Rev. garage & PPC parcel due to generator.

Date:	05.25.17
Scale:	1"=80'
Sheet:	1 of 2
Project:	19170.02D

Copyright © 2017 Giffels Webster.
 No reproduction shall be made without the prior written consent of Giffels Webster.

PROPERTY DESCRIPTIONS:

PROPOSED PISTONS PERFORMANCE CENTER PARCEL

ALL OF PARCEL NO. 04 - 003205.001 AND A PART OF PARCEL NO 04 - 003205.002L AND 04- 001346-9 (AS FIELD SURVEYED)

ALL OF LOTS 7 THROUGH 10, INCLUSIVE, AND A PART OF LOTS 6 AND LOT 11, BLOCK 13, OF CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, AND 119 AND PART OF BLOCK 117 CASS FARM, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS, ALSO ALL OF THE 20 FT. WIDE PRIVATE ALLEY WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 13, OF SAID CASS FARM COMPANY LIMITED SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH LINE OF AMSTERDAM STREET (50 FEET WIDE) AND THE WEST LINE OF SECOND AVENUE (150 FEET WIDE); THENCE S 65°51'59"W, 334.00 FEET ALONG THE NORTH LINE OF SAID AMSTERDAM STREET; THENCE N 24° 08' 01"W, 279.25 FEET; THENCE S 65° 51' 59"W, 43.03 FEET; THENCE N 24° 07' 48"W, 14.93 FEET TO A POINT ON THE SOUTHERLY LINE OF A RAILROAD RIGHT-OF-WAY AND A POINT OF CURVATURE; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 381.85 FEET, A RADIUS OF 3775.00 FEET, A CENTRAL ANGLE OF 5° 47' 44", A CHORD LENGTH OF 381.69 FEET WITH A BEARING OF N 58°01'34"E TO A POINT ON THE WEST LINE OF SAID SECOND AVENUE; THENCE ALONG SAID WEST LINE S.23°57'04"E, 346.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.527 ACRES.

GARAGE PARCEL

A PART OF PARCEL NO. 04 - 003205.002L AND 04 - 001346-9 (AS FIELD SURVEYED)

ALL OF VACATED LOT 4 AND 5 AND A PART OF LOTS 3, 6 AND 11, BLOCK 13, OF CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, AND 119 AND PART OF BLOCK 117 CASS FARM, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS, ALSO ALL OF THE 20 FT. WIDE PRIVATE ALLEY WITHIN THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 13, OF SAID CASS FARM COMPANY LIMITED SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH LINE OF AMSTERDAM STREET (50 FEET WIDE) AND THE WEST LINE OF SECOND AVENUE (150 FEET WIDE); THENCE S 65°51'59"W, 334.00 FEET ALONG THE NORTH LINE OF SAID AMSTERDAM STREET TO THE POINT OF BEGINNING; THENCE CONTINUING S 65°51'59"W, 123.02 FEET; THENCE N.24°08'01"W., 278.12 FEET TO A POINT ON THE SOUTHERLY LINE OF A RAILROAD RIGHT-OF-WAY AND A POINT OF CURVATURE; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 81.59 FEET, A RADIUS OF 3775.00 FEET, A CENTRAL ANGLE OF 1° 14' 18", A CHORD LENGTH OF 81.59 FEET WITH A BEARING OF N 54°30'34"E; FEET; THENCE S 24° 07' 48"E, 14.93 FEET; THENCE N 65° 51' 59"E, 43.03; THENCE S 24° 08' 01"E, 279.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.801 ACRES.

CAM PARCEL

A PART OF PARCEL NO. 04 - 001346-9 (AS FIELD SURVEYED)

ALL OF VACATED LOTS 1 THROUGH 2, INCLUSIVE, AND PART OF LOTS 3 AND 11, BLOCK 13, OF CASS FARM COMPANY LIMITED SUBDIVISION OF BLOCKS 111, 112, 113, 114, 115, 116, 118, AND 119 AND PART OF BLOCK 117 CASS FARM, CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 19, PAGE 35, WAYNE COUNTY RECORDS, TOGETHER WITH THAT PART OF VACATED THIRD AVENUE (VARIABLE WIDTH) LYING EASTERLY OF THE EASTERLY LINE OF THIRD AVENUE (VARIABLE WIDTH AS RELOCATED), WESTERLY OF THE WESTERLY LINE OF SAID VACATED LOT 1, SOUTHERLY OF A RAILROAD RIGHT OF WAY AND NORTHERLY OF THE NORTHERLY LINE OF AMSTERDAM STREET (50 FEET WIDE), ALSO ALL OF THE 20 FT. WIDE PRIVATE ALLEY WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 13, OF SAID CASS FARM COMPANY LIMITED SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTH LINE OF AMSTERDAM STREET (50 FEET WIDE) AND THE WEST LINE OF SECOND AVENUE (150 FEET WIDE); THENCE S 65°51'59"W, 457.02 FEET ALONG THE NORTH LINE OF SAID AMSTERDAM STREET TO THE POINT OF BEGINNING; THENCE CONTINUING THENCE S 65°51'59"W, 125.17 FEET TO A POINT ON THE EAST LINE OF THIRD STREET (VARIABLE WIDTH); THENCE ALONG SAID THIRD STREET THE FOLLOWING THREE COURSES: (1) N.12°46'49"W., 43.76 FEET, AND (2) ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 76.84 FEET, A RADIUS OF 402.42 FEET, A CENTRAL ANGLE OF 10°56'26", A CHORD LENGTH OF 76.72 FEET WITH A BEARING OF N.18°15'02"W., AND (3) N.23°43'15"W., 134.39 FEET TO A POINT ON THE SOUTHERLY LINE OF A RAILROAD RIGHT-OF-WAY AND A POINT OF CURVATURE; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 110.49 FEET, A RADIUS OF 3775.00 FEET, A CENTRAL ANGLE OF 1° 40' 37", A CHORD LENGTH OF 110.48 FEET WITH A BEARING OF N 53°03'06"E; THENCE S 24° 08' 01"E, 278.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.680 ACRES.

N:\19191001\19170.02\2017 - Second Avenue Land Title Survey\Drawings\ALT\A2017-05-25\issue_ene sheets\191702D_mccorir.dwg

PISTONS PREFORMANCE CENTER

City of Detroit, Wayne County, MICHIGAN

Sketch of Description



28 West Adams Road
Suite 1208
Detroit, MI 48226
p (313) 962-4442
f (313) 962-5068
www.giffelswebster.com

Engineers Surveyors Planners
Landscape Architects

Executive: J.N.R.
Manager: C.A.A.
Designer: M.P.M.
Quality Control: J.N.R.
Section: Section
Cass Farm

Developed For:

DATE:	ISSUE:
9-21-17	Add garage & CAM parcels

Date: 05.25.17
Scale: N/A
Sheet: 2 of 2
Project: 19170.02D

Copyright © 2017 Giffels Webster.
No reproduction shall be made
without the prior written consent of
Giffels Webster.

