

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 11 day of June, 2020, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and REC Center Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership ("Owner"), whose address is c/o Full Circle Communities, Inc., 310 S. Peoria Street, Suite 500, Chicago, IL 60607.

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 which is a dedicated public alley. 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.
- 5. 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.
- 6. Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Owner, by and through their authorized officers and representatives, have executed this Agreement as follows:

REC CENTER LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP,
a Michigan limited partnership

By: REC Center GP LLC,
a Delaware limited liability company,
its general partner

By: FCC REC Center, LLC,
a Delaware limited liability company,
its managing member

By: Full Circle Communities, Inc.,
an Illinois not-for-profit corporation,
its sole member

By: Lindsey Haines
Name: Lindsey Haines
Its: Vice President

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

BY: Richard Boherty

PRINT NAME: Richard Boherty

ITS: City Engineer

(Signature)

Exhibit A

BUILDING DESCRIPTION

[ATTACHED]

Ruth Ellis Clairmount Center

61-97 Clairmount Ave Detroit, MI 48202

OWNER / DEVELOPER

Ruth Ellis Center
77 Victor St
Highland Park, MI 48203

Full Circle Communities

310 S Peoria St
Suite 500
Chicago, IL 60607

ARCHITECT

Landon Bone Baker Architects
1625 W. Carroll Ave
Chicago, IL 60612

CONTRACTOR

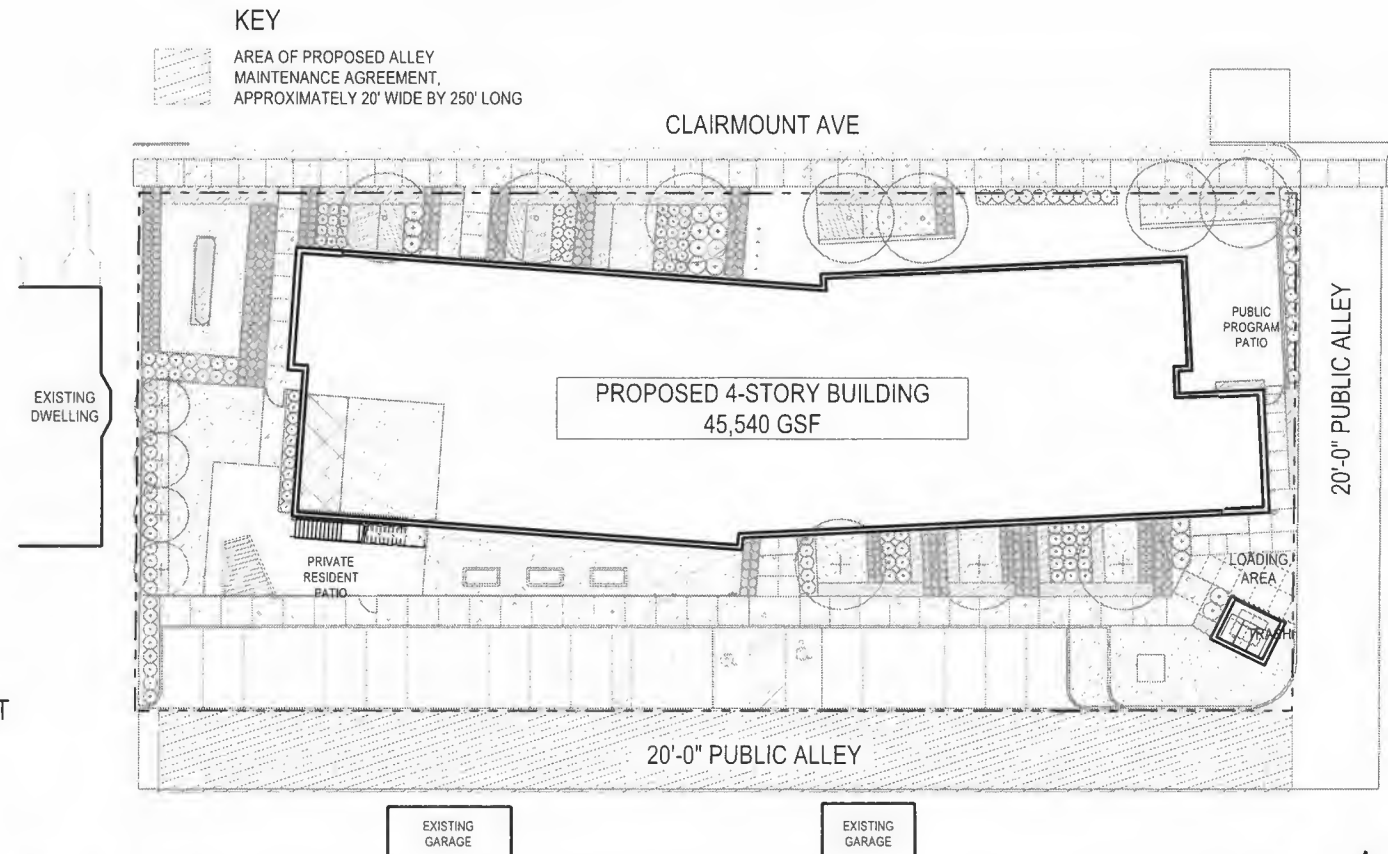
Wolverine Building Group
4045 Barden SE
Grand Rapids, MI 49512

CIVIL ENGINEER / LANDSCAPE ARCHITECT

PEA, Inc.
45 W. Grand River Ave
Detroit, MI 48226

PROJECT DESCRIPTION

The Ruth Ellis Clairmount Center is a new 4-story building consisting of 43 dwelling units, resident supportive services, resident amenity space (including a fitness room, art room, computer room and resident lounges), as well as a 1st floor community health center, nonprofit office space, and youth job training spaces including a commercial kitchen and cafe, and salon.



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Site Plan

SCALE: 1" = 40'



Exhibit A

Ruth Ellis Clairmount Center

Full Circle Communities

8/19/2019

LANDON BONE BAKER ARCHITECTS

1625 W. CARROLL AVENUE CHICAGO, IL 60612
P 312.980.9100 F 312.029.3202
WWW.LANDBONEBAKER.COM

Exhibit B

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

- 1) Maintain proper pavement at all times.
- 2) Clear debris and snow.

