

## MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 25 day of AUGUST 2020, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and T D WILLIAMS HOLDING LLC, a MICHIGAN CARWASH ("Owner") whose address is 12101 MORANG.

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 construed 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:

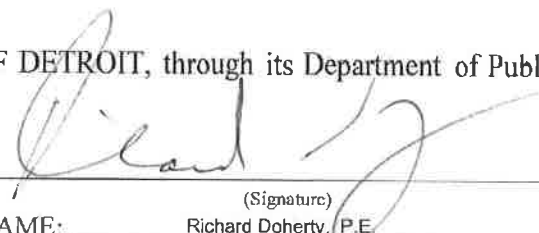
T D WILLIAMS HOLDING LLC \_\_\_\_\_  
a MICHIGAN CARWASH \_\_\_\_\_

BY: THEARTHUR WILLIAMS \_\_\_\_\_  
(Signature)

PRINT NAME: THEARTHUR WILLIAMS \_\_\_\_\_

ITS: PRESIDENT \_\_\_\_\_  
(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

[TO BE COMPLETED AND REPLACED]

### Exhibit A: Parcel Legal Description

W MORANG Lots 417 & 418 of "OBENAUER BARBER LAINGS COS DUNORD PARK NO 1" L56 P24 PLATS, W C R

### Exhibit B: Maintenance Area & Responsibility

The public alley, 20 ft. wide, south of and abutting the property described in Exhibit A, bounded between Laing Street and Whitehill Street, extending from the west line of said lot 417 to the east line of the west 22 ft. of Whitehill Street, curb line and mouth of the alley. Also the south 35 ft. of Morang Drive, north of and abutting the property described in Exhibit A, extending from the property line to the curb line.

Responsibilities involve the repair of any damage caused to the described public right-of-way that have resulted from business activity or due to neglect of proper maintenance as described in the City of Detroit Municipal Code and accepting liability for any personal injury to persons on the described public right of way that have resulted from business activity or due to the neglect of proper maintenance as described in the City of Detroit Municipal Code.

The signatory of this agreement will be responsible for the removal of any spilled fluids originating from motor vehicles, tire marks, or other stains or discolorations to the pavement that have resulted from business activity.

The signatory will abide by the regulations established through the City of Detroit Municipal Code under Division 4: Property Maintenance Requirements. Including, but not limited to:

Sec. 8-15-101. - Accumulation of solid waste prohibited; owner; occupants.

(a)All exterior of buildings, premises, and structures shall be maintained free from any accumulation of solid waste and be maintained in a clean, safe, and sanitary condition.(b)The occupant of the building, premises or structure shall keep that portion of the exterior area that is under the occupant's control in a clean, safe, and sanitary condition.(c)Solid waste shall be separated and stored in approved containers in accordance with the requirements of Chapter 42, Article II, of the 2019 Detroit City Code, which is enforced by the Department of Public Works.

Sec. 8-15-103. - Driveways, parking spaces and lots, sidewalks, stairs, walkways, and similar areas of traverse; removal of snow and ice from sidewalks.

(a)All driveways, parking spaces and lots, sidewalks, stairs, walkways, and similar areas of traverse shall be kept in a good repair, be maintained free from hazardous conditions, and be maintained to prevent the accumulation of stagnant water thereon.(b)All parking lots and parking areas shall be free of cracks and holes. Any cracks and holes shall be patched with approved like materials. All parking surfaces should be properly sealed. All commercial parking spaces should be striped and of sufficient width for the intended vehicles in accordance with Chapter 50 of the 2019 Detroit City Code, Zoning. All parking areas adjacent to public right of ways shall be separated by a minimum of bumper blocks pinned in place. All exterior lighting fixtures for parking areas shall be in good condition. All parking areas shall be maintained free of weeds and plant growth in excess of eight inches (204 mm) and of litter.(c)Snow or ice that has fallen or formed on any sidewalk in the front, rear, or on the sides of any house, premises, building or lot owned, occupied or controlled shall be removed within 24 hours after the snow or ice has fallen or formed, or a quantity of salt, sand, ash, or other approved materials applied to the snow or ice sufficient to render the sidewalk safe for persons to walk upon, provided, that snow or ice shall not be plowed, shoveled, brushed or piled from private properties, other than residential, onto the paved roadway of any City street or highway. Snow or ice plowed shoveled or brushed from any residential property or public sidewalk shall not be placed in any manner so as to interfere with public travel.



