MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 14 day of DECEMBEI2 2021, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and MCD DEVELOPMENT LLC, a MICHIGAN LLC ("Owner") whose address is 460 E. LONG LK PD BLOOMFIELD HILLS MI

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 parcel described in Exhibit A attached hereto (the "Parcel"). City owns certain property adjacent to the Parcel. Inasmuch as persons entering or exiting from the Parcel may use the City-owned property, and/or to the extent that certain services benefiting the Parcel (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 Parcel or grants a mortgage lien or security interest in the Parcel 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 Parcel or any affiliate of Owner; provided that if Owner assigns this Agreement to any unaffiliated third party purchaser of the Parcel, 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:

MCD DEVELOPMENT LLC

a MICHIGAN	LLC	
ву:)	
PRINT NAME:	EUSEA HYDYK	
ITS: MEM	BER	
	(Duly Authorized Representative)	
CITY OF DETROIT	, through its Department of	Public Works - City Engineering Division
BY:		
PRINT NAME:	(Signature) Richard Doberty, P.E.	
ITS:	City Engineer	

2021380770 L: 57132 P: 254 QCD 10/21/2021 10:20:23 AM Total Pages: 2 Bernard J. Youngblood, Register of Deeds - Wayne County, MI **ELECTRONICALLY RECORDED**

QUIT CLAIM DEED

The Detroit Land Bank Authority ("DLBA"), a Michigan public body corporate, whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, quit claims to MCD Development, LLC, a Michigan limited liability company ("Grantee"), whose address is 402 S. Lafayette, Suite 103, Royal Oak, Michigan 48067, the premises located in the City of Detroit, County of Wayne, and State of Michigan commonly known as 4646, 4654, 4656, and 4666 17th St and more fully described in Exhibit 1 together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Twenty Two Thousand Three Hundred Twenty Dollars and No Cents (\$22,320.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

Notice of Deed Restriction

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "Agreement") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "Release of Interest").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA, except otherwise permitted under the Agreement. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA and otherwise in violation of the Agreement, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

DETROIT LAND BANK AUTHORITY

COUNTY OF WIGHT

Director, Dispositions

This document was acknowledged, subscribed and sworn before me this 23 day of September, 2021, by Jeanne Hanna, Director, Dispositions, Detroit Land Bank Authority.

Notary Public, State of Michigan, County of: Wayne ; Acting in the County of: Wayne

My commission expires: 06 105 2025

When recorded return to and subsequent tax bills to:

MCD Development, LLC 402 S. Lafayette, Suite 103

Royal Oak, MI 48067

Drafted by: Robert G Spence

Detroit Land Bank Authority 500 Griswold, Suite 1200

Detroit, Michigan 48226

C-165316



EXHIBIT 1

E 17TH LOT 806 STANTONS SUB L10 P16 PLATS, WCR 10/39 31 X 150

Parcel ID: 10006743.

Commonly known as 4646 17th St, Detroit, MI

E 17TH LOT 807 STANTONS SUB L10 P16 PLATS, WCR 10/39 31 X 150

Parcel ID: 10006744.

Commonly known as 4654 17th St, Detroit, MI

E 17TH LOT 808 STANTONS SUB L10 P16 PLATS, WCR 10/39 31 X 150

Parcel ID: 10006745.

Commonly known as 4656 17th St, Detroit, M1

E 17TH LOT 809 STANTONS SUB L10 P16 PLATS, WCR 10/39 31 X 150

Parcel 1D: 10006746.

Commonly known as 4666 17th St, Detroit, M1

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to MCD Development, LLC

Exhibit

This agreement is being made as a result of the alley being used as the primary access to property.

