

## MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 3rd day of June 2022, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and U-Haul Co of Detroit, a Corporation ("Owner") whose address is 5200 Auto Club Drive Dearborn MI 48126.

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:

U-Haul Co of Detroit \_\_\_\_\_  
a Corporation \_\_\_\_\_

BY:  \_\_\_\_\_  
(Signature)

PRINT NAME: Timothy Sawyer \_\_\_\_\_

ITS: Project Manager \_\_\_\_\_  
(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

### PARCEL DESCRIPTION

PARCELS IX AND X are also described as:

All of Lot 153 and part of Lot 154, LEAMITT'S SUBDIVISION of part of fractional Section 31, Town 1 South, Range 12 East, recorded in Liber 9, Page 17, Wayne County Records. Also, part of Lot 7 of HENRY WEBER'S SUBDIVISION of fractional Section 31 and 38, Town 1 South, Range 11 and 12 East, and part of Baker and Forsyth Farms, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 39, Wayne County Records, being more particularly described as: Beginning at a point on the South line of Milwaukee Avenue (80 feet wide) said point also being the Northeast corner of said Lot 153; thence South 28 degrees 14 minutes 42 seconds East, 107.50 feet along the East line of said Lot 153 to a point on the Northerly line of a public alley (18 feet wide); thence South 63 degrees 11 minutes 00 seconds West 101.86 feet along the Northerly line of said public alley to a point on the Easterly line of the John C. Lodge Expressway; thence North 28 degrees 14 minutes 42 seconds West, 107.60 feet along said line of John C. Lodge Expressway to a point on the South line of said Milwaukee Avenue; thence North 63 degrees 11 minutes 00 seconds East, 101.80 feet along said line of Milwaukee Avenue to the point of beginning.

PARCEL XI

Also a tract of land composed of part of Lot 7, Block 5 of MORAN AND MCGROSS SUBDIVISION, according to the recorded plat thereof, as recorded in Liber 8 of Plats, Page 10, Wayne County Records; Also the Easterly 11.10 feet of Lot 159 and the West 1/4 of Lot 158 of the aforesaid LEAMITT'S SUBDIVISION, according to the recorded plat thereof, as recorded in Liber 9 of Plats, Page 17, Wayne County Records, together with part of the vacated alley lying West of and adjacent to said part of Lots 158 and 159, said tract of land being more particularly described as follows: Beginning at the intersection of the Northerly line of Baltimore Avenue (80 feet wide) and the East right-of-way line of the proposed JOHN C. LODGE EXPRESSWAY, distant South 63 degrees 08 minutes 37 seconds West, 41.10 feet from the Southeast corner of said Lot 158; thence proceeding from the point of beginning North 63 degrees 00 minutes 38 seconds East, 28.10 feet along the Northerly line of BALTIMORE AVENUE (80 feet wide); thence North 28 degrees 23 minutes 33 seconds West, 102.81 feet along the East line of the West 1/4 of said Lot 158; thence South 63 degrees 07 minutes 03 seconds West, 28.09 feet along the South line of an existing alley (18 feet wide); thence South 28 degrees 23 minutes 53 seconds East, 107.63 feet along the Easterly right-of-way line of the proposed JOHN C. LODGE EXPRESSWAY to the point of beginning.

PARCEL XII

Lot 157 and East 1/4 of Lot 156, LEAMITT'S SUBDIVISION of the part of fractional Section 31, Town 1 South, Range 12 East, bounded by NEWGIRREE and BUCKWARD AVENUE, GRAND TRUNK RAILROAD and rear line of Private Chain and West line of said fractional Section 31, according to the recorded plat thereof, as recorded in Liber 9, of Plats, Page 17, Wayne County Records.

Community taxes are 868, 800 and 1000 W. Baltimore & 881, 837 and 921 W. Milwaukee

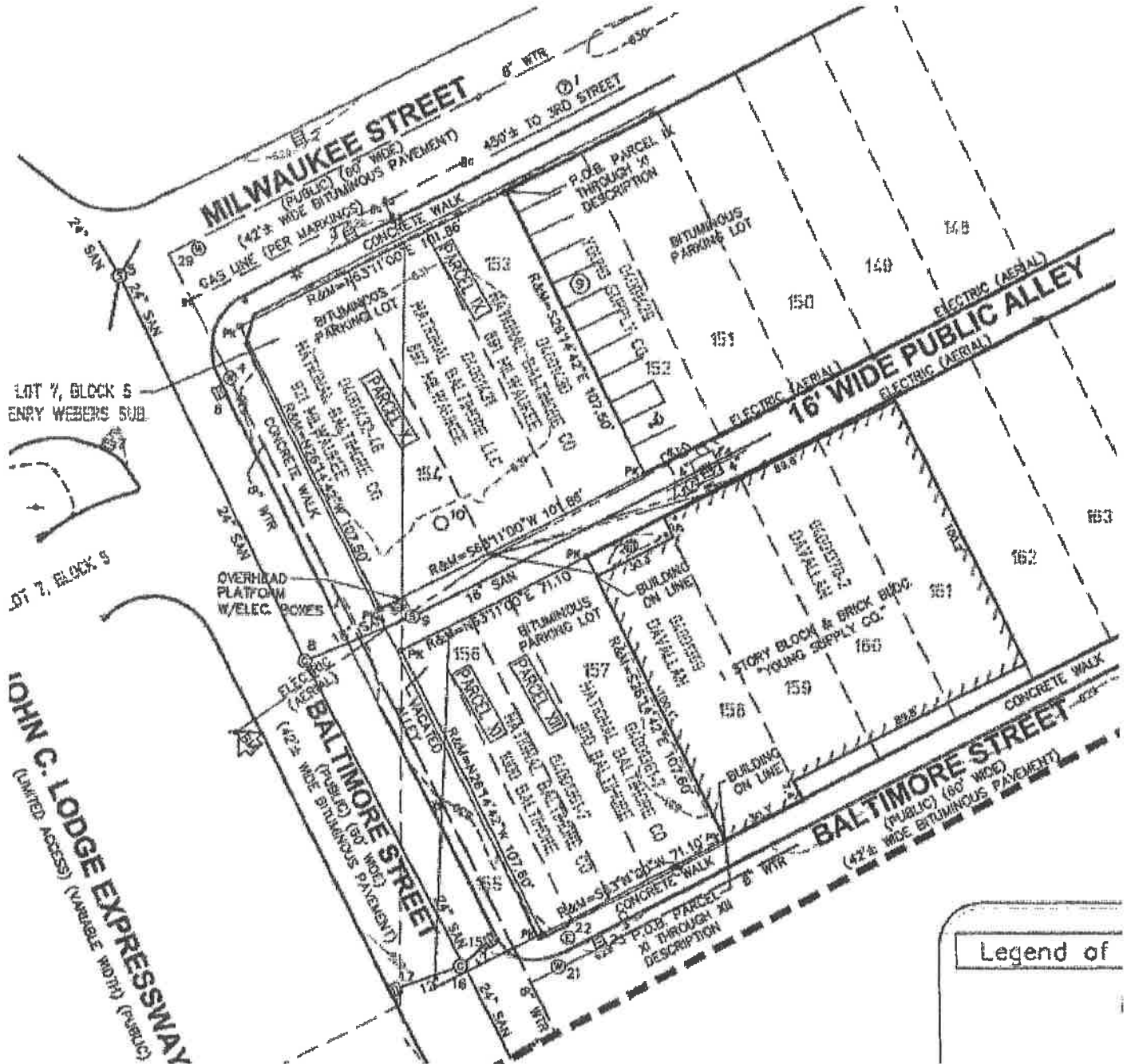
PARCELS XI AND XII are also described as:

All of Lots 157, 156 and the Easterly 11.10 feet of Lot 155, LEAMITT'S SUBDIVISION of part of fractional Section 31, Town 1 South, Range 12 East, recorded in Liber 9, Page 17, Wayne County Records, being more particularly described as: Beginning at a point on the North line of Baltimore Avenue (80 feet wide) said point also being the Southeast corner of said Lot 157; thence South 63 degrees 11 minutes 00 seconds West, 71.10 feet along said line of Baltimore Avenue to a point on the Easterly line of the John C. Lodge Expressway; thence North 28 degrees 14 minutes 42 seconds West, 107.80 feet along said line of the John C. Lodge Expressway to a point on the South line of a public alley (18 feet wide); thence North 63 degrees 11 minutes 00 seconds East, 71.10 feet along said line of public alley to the Northeast corner of said Lot 157; thence South 28 degrees 14 minutes 42 seconds East, 107.60 feet along the East line of said Lot 157 to the point of beginning.

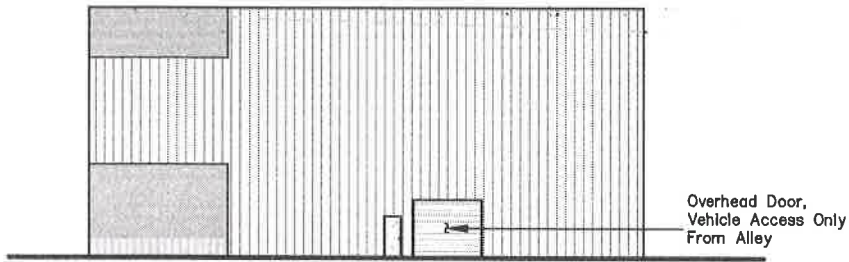
AND BEING the same property conveyed to 838 West Baltimore L.L.C., a Michigan limited liability company from National Baltimore Company, a Michigan corporation by Consent Deed dated January 08, 2004 and recorded March 04, 2005 in Deed Book 47031, Page 576.

**Exhibit B**

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



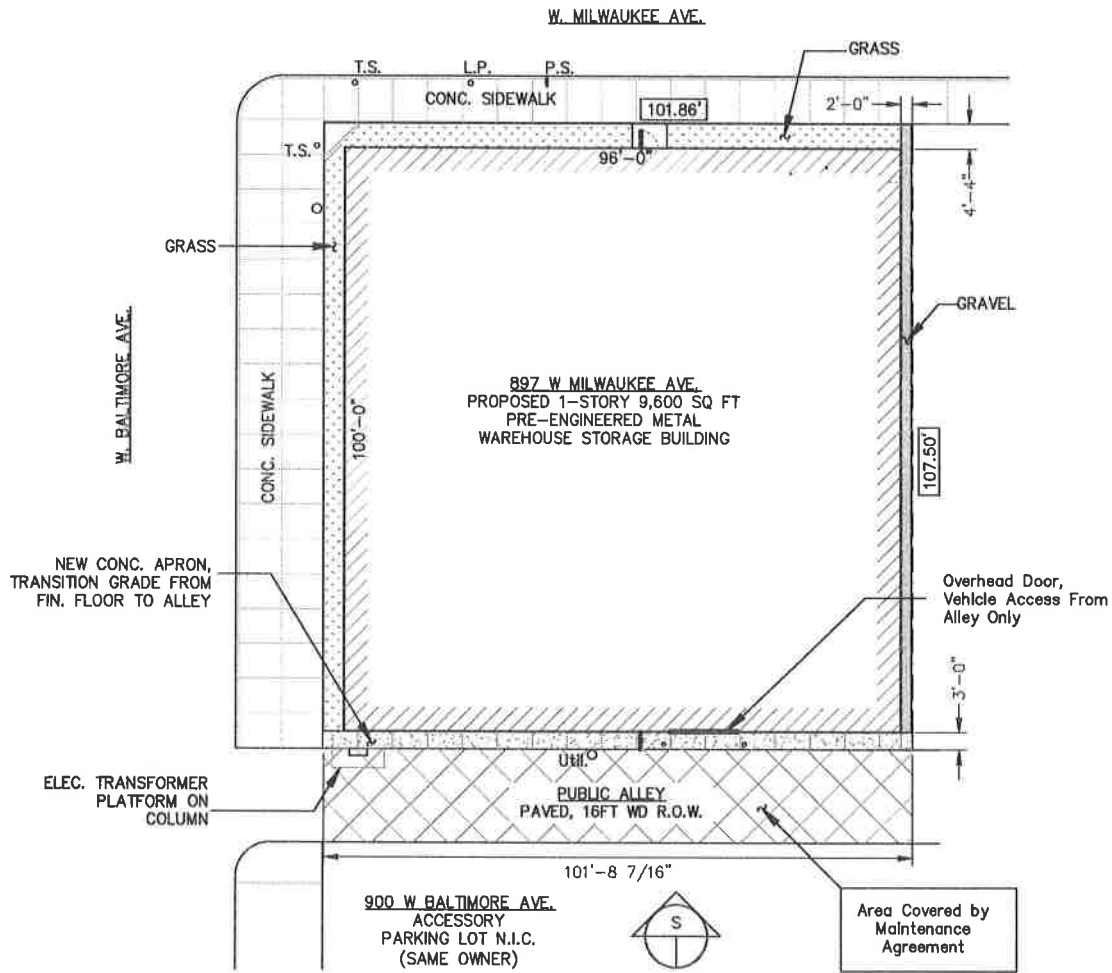
Maintenance area begins at the entry point from Baltimore Street into and out of the 16-FT Wide Public Alley and runs the length of Parcel IX, X, XII and XII. Maintenance includes removal of all trash, debris & other within this area. Maintenance includes snow removal, repairing of potholes, surface wear & tear within this designated area. All costs associated with maintenance will be the responsibility of the property owner.



**SOUTH ELEVATION  
(FACING ALLEY)**



1" = 20'-0"



**SITE DIAGRAM**

1" = 20'-0"

**SITE DIAGRAM NOTES:**

1. SEE SURVEY WITHIN THE CIVIL DRAWING SET FOR DETAILED SITE CONDITIONS.

**SITE DIAGRAM ABBREVIATIONS:**

- T.S. = TRAFFIC SIGNAL
- L.P. = LAMPPOST
- P.S. = PARKING SIGN
- UTIL = UTILITY POLE

REVISED JUN-30-2022

**897 W. MILWAUKEE**  
**BLD2022-01697**