

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this 3th day of April, 2023, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and JPMorgan Chase Bank, NA ("Owner") whose address is 1111 Polaris Parkway, Columbus, OH 43240.

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 described on the attached Exhibit B (the "Alley"). Inasmuch as persons entering or exiting from the Parcel may use the Alley, on a non-exclusive basis, for access to and from the Parcel and adjacent streets, at the City's request, Owner has agreed to undertake and perform certain obligations relating to the Alley described on Exhibit C (the "Maintenance") for the Term, as defined herein.
2. **Financial Responsibility:** It is understood that during the Term, all Maintenance in the Alley performed by Owner, 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 acts or omissions in the Alley resulting from the Maintenance by Owner.
4. **Insurance:** Subject to the below, 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 Alley, 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. Notwithstanding

anything in this Section 4 to the contrary, Owner may self-insure such risks so long as it has a net worth of Ten Million (\$10,000,000.00) Dollars or more.

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 Alley 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, grants a mortgage lien or security interest in the Parcel or portion thereof, or ceases to operate a bank branch on the Parcel.
 - 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 part thereof, 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 Alley, except as contemplated by this Agreement, are subject to the prior approval of the City. Owner shall not install or construct in the Alley 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 Alley 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 Alley.
11. **Certain Maintenance Obligations of Owner:** During the Term, Owner shall be responsible for performing the Maintenance set forth on Exhibit B in the Alley.

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

JPMorgan Chase Bank, NA

BY:  4/3/2023
(Signature)

PRINT NAME: Amy LeRoy

ITS: VP, Senior Asset Management, CCB
(Duly Authorized Representative)

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

BY: 
(Signature)

PRINT NAME: Richard Doherty, P.D.

ITS: City Engineer

Exhibit A

PARCEL DESCRIPTION

LOTS 35 THROUGH 41 AND THE VACATED ALLEY ADJACENT THERETO, AND LOTS 26 THROUGH 32, AND ALL OF LOT 34, EXCEPT SOUTHFIELD AVENUE, AS WIDENED, FRISCHKORNS HIGHLANDS SUBDIVISIONS, ACCORDING TO THE PLAT HEREOF, AS RECORDED IN LIBER 41, PAGE 14 OF PLATS, WAYNE COUNTY RECORDS.

Exhibit B

Alley

THE EAST WEST ALLEY BETWEEN SOUTHFIELD ROAD AND ARCHDALE STREET ABUTTING LOTS 35 THROUGH 41, LOT 32, LOT 42 AND ALL OF LOT 34 EXCEPT SOUTHFIELD AVENUE AND THAT PORTION OF SAID ALLEY VACATED PURSUANT TO CITY COUNSEL RESOLUTION DATED FEBRUARY 10, 1953, FRISCHKORNS HIGHLANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF , AS RECORDED IN LIBER 41, PAGE 14 OF PLATS.

Exhibit C

Scope of Maintenance

During the Term, Owner will remove or cause to be removed any snow and debris which may accumulate in the Alley, such that the Alley remains passable for vehicular and pedestrian traffic.

To the extent Owner desires to perform any repairs or work to maintain the functionality of the Alley, same must be first permitted through the Department of Public Works: City Engineering Permit Office. Owner shall not install or erect any fences or gates in the Alley.

West Warren Avenue

Archdale Street



Southfield Service

North M-39 Service Drive

