

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this _____ day of _____ 20____, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and General Services Department, a City of Detroit Department ("Owner") whose address is 115 Erksine St., Detroit, MI 480201.

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:

General Services Department _____

a City of Detroit Department _____

BY: _____ *Crystal Perkins* _____
(Signature)

PRINT NAME: Crystal Perkins _____

ITS: Director, General Services Department _____
(Duly Authorized Representative)

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

BY: _____ *Richard Doherty* _____
(Signature)

PRINT NAME: Richard Doherty, P.E. _____

ITS: _____ City Engineer _____

Exhibit A

PARCEL DESCRIPTION

BAILEY PARK ARTS ALLEY

A parcel of land being a part of the City of Detroit, Town 2 South, Range 12 East, Wayne County, Michigan, more particularly described as follows:

Beginning at the SE corner of Lot 70, "A Sheley's Subdivision", as recorded in Liber 7 of Plats, Page 39, Wayne County Records, also said point being on the Northerly right of way line of Hunt Street; thence N 26°14'03" W 104.90 feet along the Easterly line of said Lot 70; thence S 62°42'28" W 267.01 feet; thence S 58°42'28" W 107.70 feet; thence N 27°17'32" W 20.05 feet; thence N 58°42'28" E 107.00 feet; thence N 62°42'28" E 268.07 feet; thence N 26°14'03" W 105.25 feet to a point on the Southerly right of way line of Charlevoix Street; thence N 62°42'28" E 20.00 feet; thence S 26°14'03" E 230.52 feet to a point on the Northerly line of said Hunt Street; thence S 63°45'57" W 20.00 feet to the Point of Beginning.

Contains 12,105 square feet or 0.278 acres of land, more or less. Subject to all easements and restrictions of record, if any.

Exhibit B

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

<u>DWSD Inspection and Maintenance Tasks</u>			
Task	Frequency	Indicator maintenance is needed	Maintenance Notes
Inlet inspection	Weekly or biweekly with routine property maintenance	Internal erosion or excessive sediment, trash, or debris accumulation	Check for sediment accumulation to ensure that flow into the landscape is as designed. Remove any accumulated sediment.
Litter and leaf removal	Weekly or biweekly with routine property maintenance	Assumulation of litter and leafy debris in the landscaped area	of outlet clogging, reduce nutrient inputs to the landscaped area and to improve facility aesthetics.
Pruning	Prune dead and broken branches annually and deciduous shrubs every 3-5 years	Overgrown vegetation that interferes with access, lines of sight, or safety	Nutrient in runoff often cause landscaped vegetation to flourish
Mowing	2-12 times/year	Overgrown vegetation that interferes with access, lines of sight, or safety	Frequency depends on location and desired aesthetic appeal
Mulch removal and replacement	1 time/2-3 years	Less than 4 inches of mulch remain on the surface	Mulch accumulation reduce available surface water storage volume. Removing decomposed mulch also increases surface infiltration rate of fill soil. Remove decomposed fraction and top off with fresh mulch to a total depth of 4 inches.
Temporary watering	1 time/2-3 days for first 1-2 months, sporadically after establishment	Until established and during severe droughts	Watering after the initial year might be required.
Fertilization	1 time initially	Upon planting	One-time spot fertilization for first year vegetation
Remove and replace dead plants	1 time/year	Dead plants	Plant die-off tends to be highest during the first year (commonly 10% or greater). Survival rates increase with time.
Miscellaneous upkeep	12 times/year	Tasks include trash collection, plant health, spot weeding, removing invasive species, and removing mulch from overflow device	

BAILEY PARK ARTS ALLEY



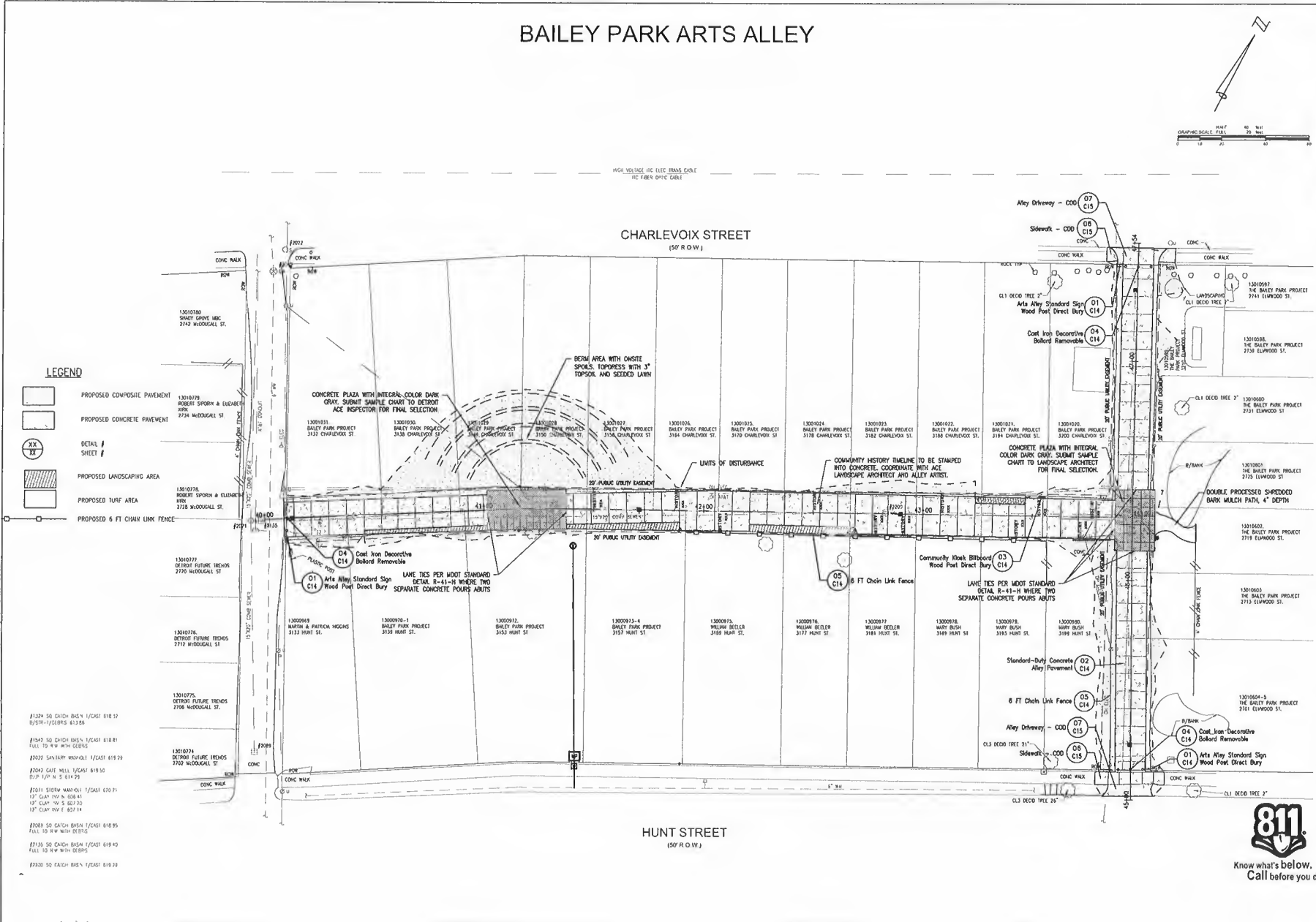
livingLAB

PRELIMINARY - NOT FOR CONSTRUCTION

NO.	REVISION	DATE	DESCRIPTION
1			ISSUED FOR PERMIT

CITY OF DETROIT
ARTS ALLEY - PHASE II
BAILEY PARK
SITE LAYOUT PLAN

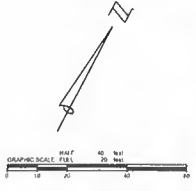
C7



LEGEND

- PROPOSED COMPOSITE PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- DETAIL I
- DETAIL II
- PROPOSED LANDSCAPING AREA
- PROPOSED TURF AREA
- PROPOSED 6 FT CHAIN LINK FENCE

- #1274 50' CATCH BASIN 1/2' DIA 818 37
8/1/14 - 1/22/15 613 85
- #1643 50' CATCH BASIN 1/2' DIA 818 81
FALL TO 4' W WITH GRATES
- #1722 SANITARY MANHOLE 1/2' DIA 818 29
5/1/14 - 5/14/15
- #1763 GATE WELL 1/2' DIA 818 50
5/1/14 - 5/14/15
- #1761 SLOPE MANHOLE 1/2' DIA 818 71
1' CLAY TILE W/ 60# 41
18' CLAY TILE W/ 60# 30
18' CLAY TILE W/ 60# 14
- #1769 50' CATCH BASIN 1/2' DIA 818 95
FALL TO 4' W WITH GRATES
- #1765 50' CATCH BASIN 1/2' DIA 818 40
FALL TO 4' W WITH GRATES
- #1760 50' CATCH BASIN 1/2' DIA 818 23



BAILEY PARK ARTS ALLEY



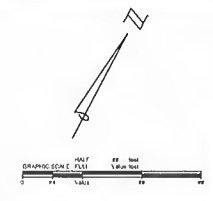
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PRELIMINARY - NOT FOR CONSTRUCTION

REVISION	DATE	DESCRIPTION

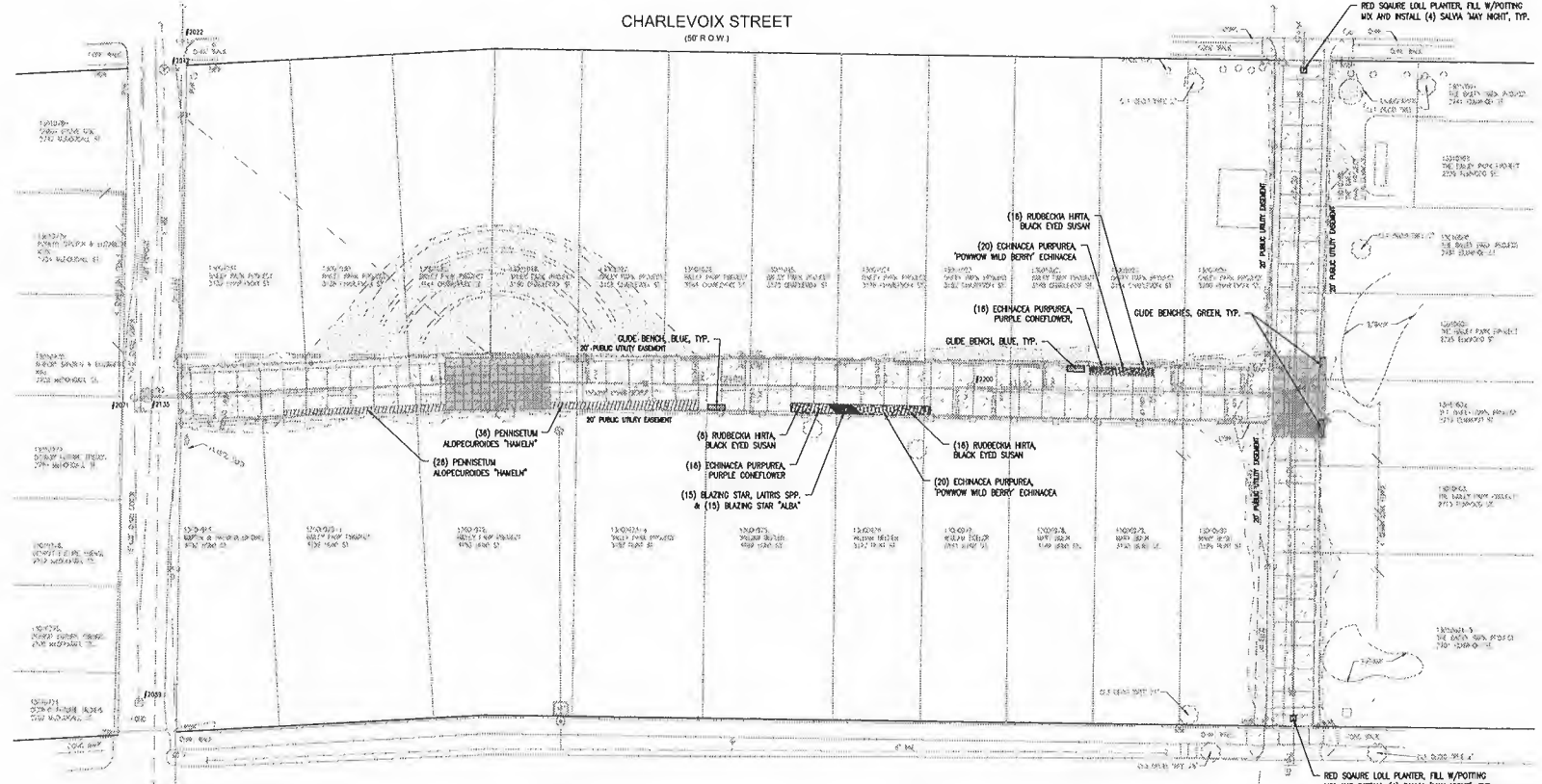
PROJECT NUMBER: 2018-001
 PROJECT NAME: ARTS ALLEY - PHASE II
 NORTH END
 LANDSCAPING PLAN

L2



CHARLEVOIX STREET (S.F. ROW)

HUNT STREET (S.F. ROW)



DATE PLOTTED: 11/15/2018 10:00:00 AM