

MAINTENANCE AGREEMENT

This agreement (this "Agreement") is made and entered into this 1st day of May 2023, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works (the "City"), and CH Corktown, LLC, ("Tenant") a Michigan Limited Liability Company whose address is 344 West 9 Mile Road Ferndale, Michigan.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

1. **Purpose of Agreement:** Tenant has a lease for certain building and land described in Exhibit A attached hereto (the "Premises"). City owns certain property adjacent to the Premises. Inasmuch as persons entering or exiting from the Premises may use the City-owned property, and/or to the extent that certain services benefiting the Premises (for example, water and sewer) are located in the City-owned property, Tenant 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 the Tenant, subject to any express limitations set forth in this Agreement.
3. **Indemnification and Hold Harmless:** Tenant 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 Tenant's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.
4. **Insurance:** Tenant 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 Tenant 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. Tenant shall be responsible for payment of all deductibles relating to such insurance. The provisions requiring Tenant to carry or cause to be carried such insurance shall not be construed as waiving or restricting the liability of Tenant 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. Tenant may terminate this Agreement prior to the end of the Term if it sells or ground leases the Premises or grants a mortgage lien or security interest in the Premises 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, Tenant shall have the right, without requiring the City's consent to assign this Agreement to any purchaser of the Building or any affiliate of Tenant; provided that if Tenant assigns this Agreement to any unaffiliated third party purchaser of the Building, Tenant shall notify the City in

writing no later than thirty (30) days after such assignment, and the City may, by written notice to Tenant within forty-five (45) days after receiving such notice from Tenant (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. Tenant 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 Tenant:** During the Term, Tenant shall be responsible for the improvement and maintenance activities set forth on Exhibit B.

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

CH Corktown LLC, a Michigan Limited Liability Company

BY:  _____
(Signature)

PRINT NAME: Geoff Kretchmer

ITS: Member and duly authorized representative
(Duly Authorized Representative)

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

BY:  _____
(Signature)

PRINT NAME: _____

ITS: _____

Exhibit A

BUILDING DESCRIPTION

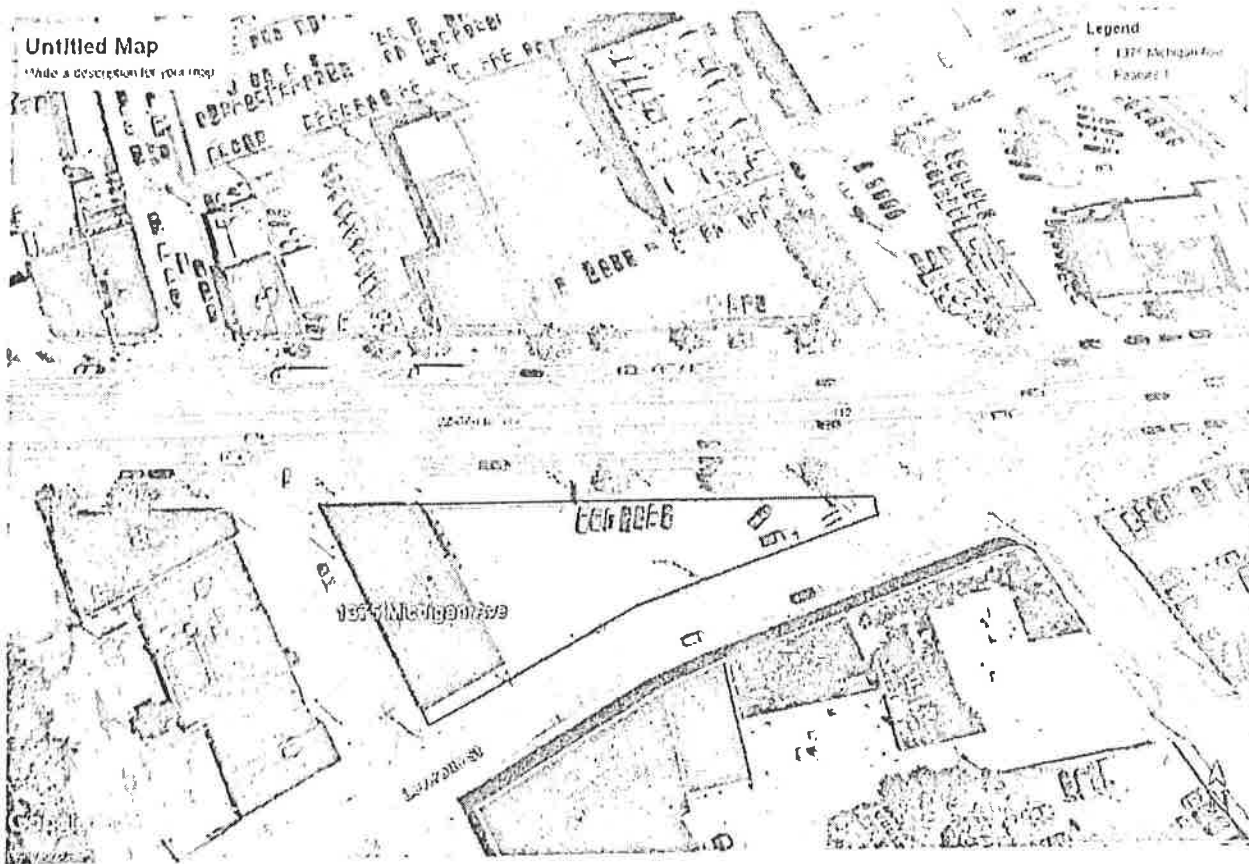
[TO BE COMPLETED AND REPLACED]

EXHIBIT A

Description of Property

Leased Premises are demonstrated below with Tax Parcel(s) 06000393-8 commonly known as 1331 Michigan Ave. and 06000399 commonly known as 1375 Michigan Ave., with the exception of a portion of the existing sign on parcel #06000393-S, which is reserved for the occupant of 1301 Leverette.

Blue Outline Area = Leased Premises



Tenant Initial: BJK Date: 10/13/18
Landlord Initial: CF Date: 11/1/18

Exhibit B

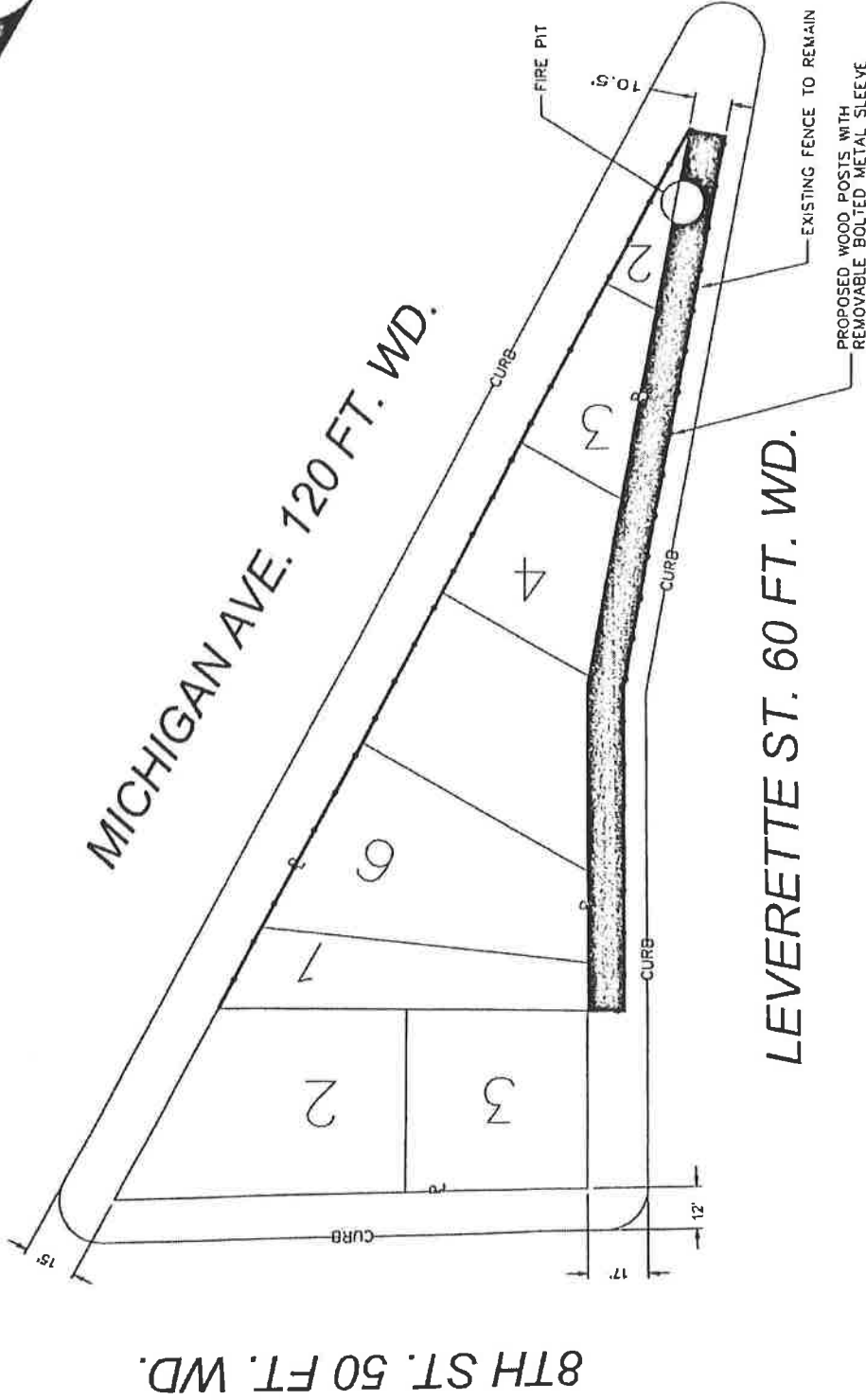
Maintenance Area and Plan for Improvements; Any Related Maintenance Responsibilities.

[TO BE COMPLETED AND REPLACED AS APPLICABLE TO EACH PROJECT]



EXHIBIT B
ROW AREA

MAP-22-96



- REQUEST ENCROACHMENT

CARTO 28 C

CITY OF DETROIT	
CITY ENGINEERING DIVISION	
SURVEY BUREAU	
JOB NO.	22-96
DRWG. NO.	

REQUEST ENCROACHMENT
INTO LEVERETTE STREET

B					
A					
DESCRIPTION					
DRAWN BY		CHECKED		APPROVED	
LC		JD		JD	
DATE		11-3-2022			

DETROIT AXE

EXHIBIT B ROW IMPROVEMENTS

SCOPE OF WORK

ARCHITECTURAL

- PREPARE ROW IMPROVEMENTS
- PREPARE ROW IMPROVEMENTS
- PREPARE ROW IMPROVEMENTS
- PREPARE ROW IMPROVEMENTS

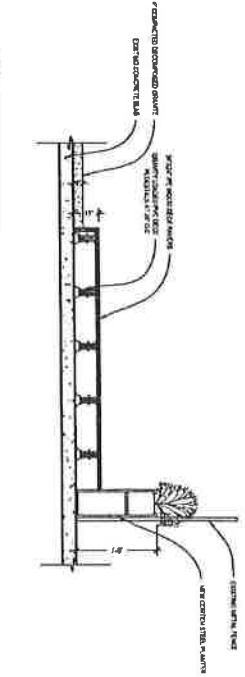
DATE

NO. OF SHEETS

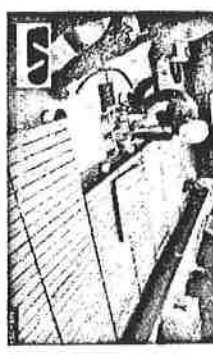
DATE

NO. OF SHEETS

DETROIT AXE
 350 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE
 150 WEST LAFAYETTE



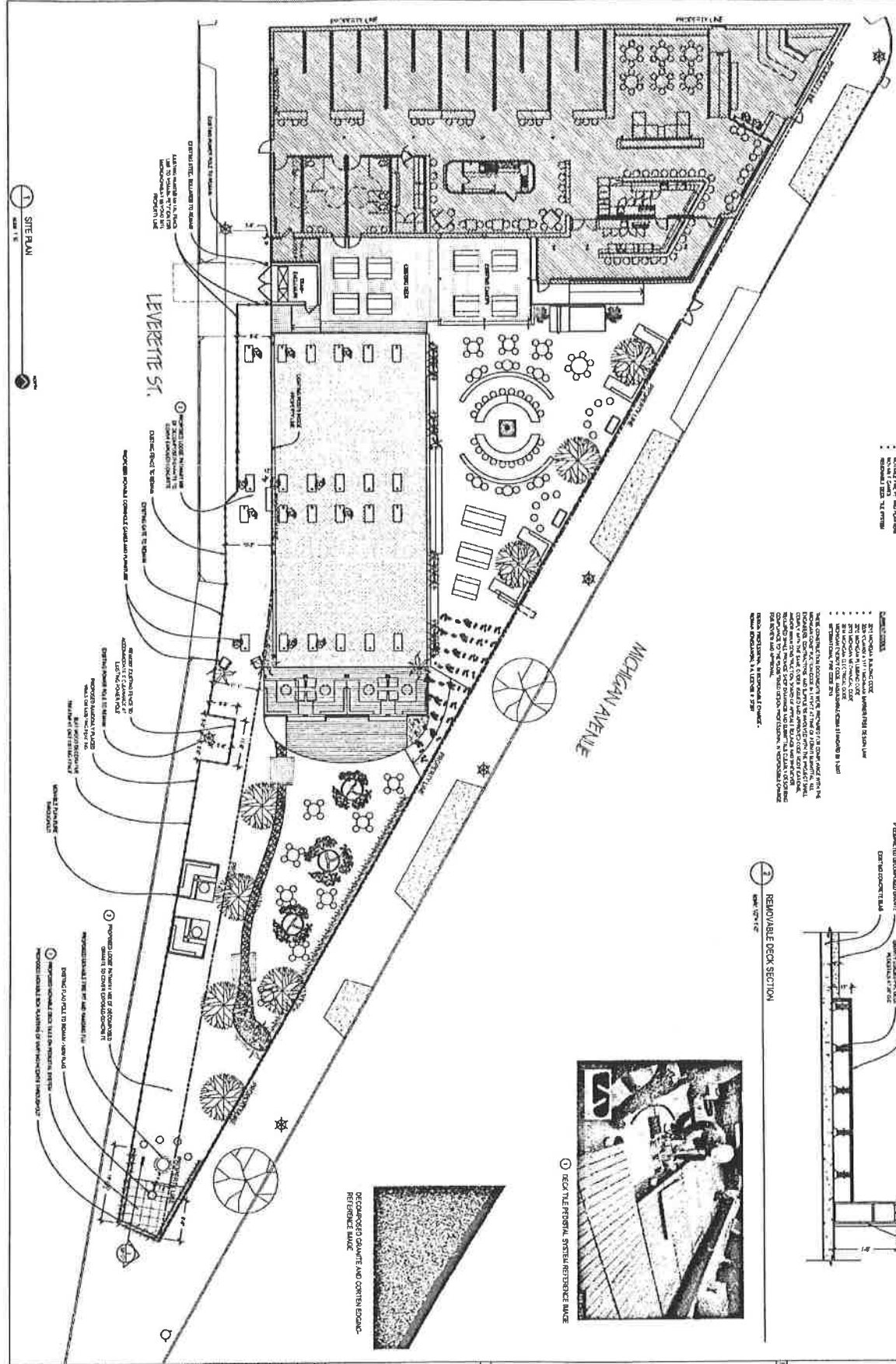
REMOVABLE DECK SECTION
SCALE: 1/2" = 1'-0"



SEE TILE FINISH, SEE REFERENCE IMAGE



DECOMPOSED GRANITE AND CONCRETE CURB REFERENCE IMAGE



SITE PLAN
SCALE: 1/8" = 1'-0"

PAGE 2

RON ANDROMAN architects et al
 274 West 27th St., Suite 200
 Detroit, MI 48201

DETROIT AXE
 Prepared For: Easting Building
 1575 Michigan Ave. Detroit, MI 48226

SHEET NO. 1112
 TOTAL SHEETS 1112
 DATE 11/12

SITE PLAN
 SP101