

This OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement") is made as of 12-1-1, 2023 by TreeTown Murals LLC ("TTM"), the City of Ann Arbor, a Michigan municipal corporation (City), and Watco Companies, L.L.C, its successors, transferees and assigns ("Watco").

RECITALS:

- A. This Agreement is being executed in connection with Watco making a certain site access and hold harmless agreement to TTM (Site Access Agreement) for a certain aesthetic improvement project as separately contemplated between TTM and third parties (Project) as supported by the City.
- B. As a condition of making the Site Access Agreement, Watco has required TTM to develop an operations and maintenance program for the Project (the "O & M Program"). The O & M Program developed by TTM and approved by Watco is incorporated herein by this reference and attached as Exhibit A.

NOW, THEREFORE, in consideration of the above and the mutual promises contained in this Agreement, the receipt and sufficiency of which are acknowledged, TTM, Watco, and the City agree as follows:

1. **Compliance with O & M Program.** TTM hereby covenants and agrees that it shall comply in all respects with the terms and conditions of the O & M Program.
2. **Successors and Assigns Bound.** This Agreement shall be binding upon TTM and Watco and their respective successors and assigns, and shall inure to the benefit of and may be enforced by Watco and its successors, transferees, and assigns. TTM shall not assign any of its rights and obligations under this Agreement without the prior written consent of Watco.
3. **Amendment and Waiver.** No amendment to this Agreement will be valid unless it is made in writing and executed by the parties to this Agreement. No specific waiver or forbearance for any breach of any of the terms of this Agreement shall be considered as a general waiver of that or any other term of this Agreement.
4. **No Agency or Partnership.** Nothing contained in this Agreement shall constitute Watco as a joint venturer, partner, or agent of TTM or render Watco liable for any debts, obligations, acts, omissions, representations, or contracts of TTM.
5. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and applicable federal law.
6. **The City's sole obligation** shall be to cooperate in applying for necessary permits from the Michigan Department of Transportation to allow the Project and O & M Program to proceed as described in this Agreement. The City shall process other necessary permit requests, including right-of-way occupancy permits, in the ordinary course of business. The City shall not be responsible for any costs and shall have no liability arising out of this Agreement, the Project, or the O & M Program.

[Signatures are on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year first written above.

TREETOWN MURALS LLC

By:

Mary Thiefels

Printed Name: **MARY THIEFELS**
Title: **MANAGING PARTNER**

WATCO COMPANIES, L.L.C

By: *LAA*

Kenneth Mager

Printed Name:
Title: **GM**

CITY OF ANN ARBOR,
A Michigan municipal corporation

By:

DocuSigned by:

Milton Dohoney Jr.

2/8/2024

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Milton Dohoney Jr.
City Administrator

DocuSigned by:

Brian Steglitz

2/2/2024

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Brian Steglitz
Public Services Area Administrator

DocuSigned by:

Aileen Kaur by kSM

2/7/2024

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Aileen Kaur
City Attorney

Exhibit A – Operations and Maintenance Program

For a duration of ten (10) years from the signing of this agreement, or until a new mural is placed on the property, Treetown Murals will maintain the property contemplated in the Site Access Agreement under the following program:

1. Remove any graffiti or painted vandalism on the property.
2. Maintain the gutters to be free from debris.

The property that will be maintained by Treetown Murals shall be the underpass of the bridge at the following location:

Ann Arbor Subdivision
Mile Post: 45.55
DOT # 000225E
Ann Arbor, Washtenaw County, Michigan

Any additional desired maintenance is outside the scope of this Agreement and is not responsibility of TreeTown Murals LLC.