

## **LICENSE AGREEMENT**

Colonial Square Cooperative, a Michigan corporation, whose address is 3012 Williamsburg Drive, Ann Arbor, MI 48108 (CS); and Ann Arbor Housing Commission, a Michigan public body corporate, whose address is 727 Miller, Ann Arbor MI 48103 (AAHC), enter in to this License Agreement (Agreement) effective as of \_\_\_\_\_, 2015. (CS and AAHC are referred to as the Parties, or singularly as a Party.)

### **Recitals**

- A. CS owns property east of Platt Road in Ann Arbor. AAHC owns property fronting on Platt Road which is surrounded on three sides by the CS property (the AAHC Property). Due to the proximity and relationship of the two properties, it can appear that the AAHC property is actually of part of the CS Cooperative.
  
- B. CS undertakes regular maintenance at its property, and it would be, fairly simple for CS to undertake certain maintenance activities on the AAHC Property. In order to maintain the AAHC Property in an attractive condition, and as part of cooperation between the Parties as neighboring property owners, CS and AAHC desire to enter in to this Agreement for purposes of enhancing the condition and attractiveness of the entire neighborhood.

### **License Agreement**

Based on the Recitals, and for other good and valuable consideration (but no monetary consideration), the receipt of which is acknowledged by both Parties, CS and AAHC agree as follows:

- 1. CS Maintenance of Area. Beginning in the Fall, 2015, CS shall remove dead plantings and brush from the AAHC Property, after confirming with AAHC which plantings and brush should be removed. Beginning in the Spring, 2016, CS shall continue to remove plantings, brush, logs, and dead tree(s) on AAHC Property, after confirming with AAHC which should be removed. Also, beginning in Spring, 2016, CS shall maintain the lawn area of the AAHC Property; and shall install on the west side of the building located on AAHC Property, low maintenance, attractive

plantings, containing plantings similar to the model gardens located within the CS property (the Landscaping). CS shall maintain the lawn area and Landscaping in a manner equivalent to CS's maintenance of its own adjoining property. All of the above maintenance obligations shall be at CS's sole cost.

2. Miscellaneous. CS shall defend, indemnify and hold AAHC harmless from any claims, causes of actions, or judgments arising from CS's maintenance of the AAHC Property which are caused by the negligence of CS, its agents, or residents; CS shall not be responsible for any AAHC negligence. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The Agreement may be terminated by either party at any time, although it is in the best interests of CS to continue this Agreement because it enhances the appearance of the neighborhood, including the CS property, and it is in the best interests of AAHC to continue this Agreement because it obtains services for its property at no cost.

Colonial Square Cooperative

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

Ann Arbor Housing Commission

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_