

## Parking Lot Use Agreement

This agreement by and between Grosse Pointe Woods Presbyterian Church, 19950 Mack Ave, Grosse Pointe Woods, MI ("Owner") and VDG Grosse Pointe, LLC, MI, 950 S. Old Woodward Ave, Suite 220, Birmingham, MI ("User") will take effect on June 1, 2023, subject to payment in full for each year being received within thirty (30) days of June 1<sup>st</sup>. This agreement will continue through May 31, 2028 with payment made each year in full within thirty (30) days of June 1<sup>st</sup>. WHEREAS, Owner owns a parking lot located at the Southeast corner of Mack Ave and Torrey Rd in Grosse Pointe Woods, Michigan, see attached Exhibit 1, which is normally used for church parking ("Parking Lot"), and WHEREAS, User, and its tenants, desires to use the entire lot for the purposes of parking for parties related to 19850-19876 Mack Ave, Grosse Pointe Woods, Michigan, and WHEREAS, Owner has agreed to allow User to use the parking lot provided that the following terms and conditions are met.

### It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described parking lot for the life of this Agreement.:

2. User agrees to pay Owner

Year 1 June 1, 2023 – May 31, 2024

Year 2 June 1, 2024 – May 31, 2025

Year 3 June 1, 2025 – May 31, 2026

Year 4 June 1, 2026 – May 31, 2027

Year 5 June 1, 2027 – May 31, 2028

3. User agrees that it will not use the Parking Lot for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described area.

4. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven (7) days prior to the date upon which the User begins to use the Parking Lot. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the Parking Lot.

5. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described Parking Lot, its entrances and exits, and surrounding areas, for User's purposes.

6. User agrees to maintain parking lot (i.e., snow removal, sealing/stripping, sweeping and general repairs).

7. User agrees that it will not assign any of its rights under this agreement except with prior written approval by Owner; any other such assignment will void this agreement at the sole option of the Owner.


8. User has right to post designated parking lot signage in the Parking Lot with Owner consent at User expense. Owner will have six (6) church parking spaces in the rear Torrey Road corner of the lot any time along with the entire lot for Sunday during church services and any special occasions.


9. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

10. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

11. Issues from the neighbors can be referred to Kolleen Farrah at 313-884-1123 ext 111.


Dated this 2<sup>nd</sup> day of MARCH, 2023

  
\_\_\_\_\_  
John T. Buell, Treasurer  
Grosse Pointe Woods Presbyterian Church

  
\_\_\_\_\_  
Joseph Paluzzi, Member  
VDG Grosse Pointe, LLC

STATE OF MICHIGAN )  
                              ) ss.  
COUNTY OF WAYNE )


The foregoing instrument was acknowledged before me this 2nd day of March 2, 2023 by John T. Buell, as Treasurer of **GROSSE POINTE PRESBYTERIAN CHURCH**, on behalf of the company.

  
\_\_\_\_\_  
Notary Public, State of Michigan  
Macomb County, Michigan  
Acting in the County of Wayne  
My Commission Expires: 8/31/23

KOLLEEN FARRAH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Aug 31, 2023  
ACTING IN COUNTY OF Wayne

STATE OF MICHIGAN )  
                              ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 2nd day of March 2, 2023 by Joseph Paluzzi, as Managing Member of **VDG GROSSE PONTÉ, llc**, a Michigan limited liability company, on behalf of the company.

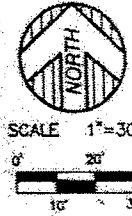
  
\_\_\_\_\_  
Notary Public, State of Michigan  
Macomb County, Michigan  
Acting in the County of Wayne  
My Commission Expires: 8/31/23

KOLLEEN FARRAH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Aug 31, 2023  
ACTING IN COUNTY OF Wayne

# BOUNDARY SURVEY

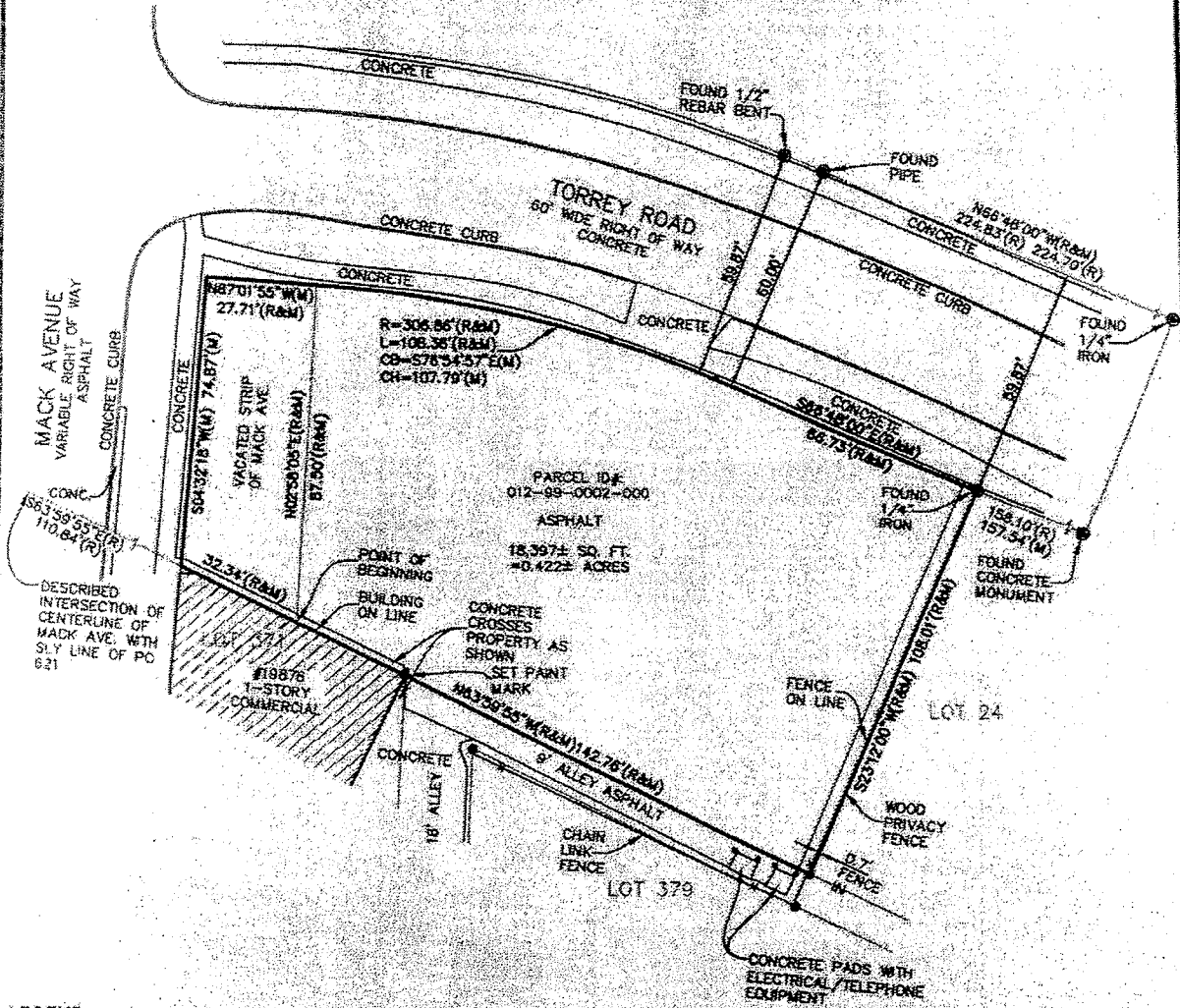
**PROPERTY DESCRIPTION:**

THAT PART OF PC 621 DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE ELY LINE OF MACK AVE 204 FT WIDE WITH THE SLY LINE OF PC 621 SAID POINT BEING DISTANT  $S63^{\circ}59'55''E$  110.84 FT FROM THE INTERSECTION OF THE CENTER LINE OF MACK AVE WITH SAID SLY LINE OF PC 621 AND PROCEEDING TH  $N02^{\circ}58'05''E$  ALONG SAID ELY LINE 87.50 FT TH ELY ALONG A CURVE CONCAVE TO THE SOUTH RADIUS 306.86 FT A DISTANCE OF 108.36 FT TH  $S68^{\circ}48'00''E$  66.73 FT TH  $S23^{\circ}12'00''W$  108.01 FT TH  $N63^{\circ}59'55''W$  142.76 FT TO THE POB ALSO THE ADJACENT VACATED STRIP OF MACK AVE SAID STRIP MEASURING 27.71 FT ALONG THE NLY LINE OF SAID PARCEL PRODUCED AND 32.34 FT ALONG THE SLY LINE OF SAID PARCEL.



**NOTE:**

A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.



**LEGEND**

- SET 1/2" REBAR WITH CAP, #47976
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

Exhibit 1 to Parking Lot Agreement by and between  
Grosse Pointe Woods  
Presbyterian Church and VDG  
Grosse Pointe, LLC

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN DESCRIBED AND THAT THIS MAP REPRESENTS THE RESULTS OF THE SURVEY.

ANTHONY J. SYCKO, JR., P.S.  
PROFESSIONAL SURVEYOR  
MICHIGAN LICENSE NO. 47976

|  |                          |
|--|--------------------------|
| <b>KEM-TEC &amp; ASSOCIATES</b><br>22556 GRATIOT AVE. EASTPOINTE, MI 48021<br>PROFESSIONAL SURVEYORS - PROFESSIONAL ENGINEERS<br>(586)772-2222 * FAX (586)772-4048 |                          |
| PREPARED FOR: GROSE POINTE WOODS PRESBYTERIAN CHURCH   |                          |
| FIELD SURVEY: TS JT  | DATE: SEPTEMBER 25, 2015 |
| DRAWN BY: JOM  | SHEET: 1 OF 1            |
| SCALE: 1" = 30'  | JOB NO.: 15-03440        |