

## AGREEMENT

This Agreement is made and entered into this 26<sup>th</sup> day of September, 2014, by and between the City of Detroit, acting through its Department of Public Works and Strathmore Apartments Limited Dividend Housing Association, LLC (“Strathmore”), a non-profit community development corporation, created pursuant Public Acts 327 and 284 having its principle places of business at 3939 Woodward #100, Detroit, MI 48201.

### 1. **Statement of Purpose**

- 1.1 The city has agreed, per Contract Number (new contract number) between the City of Detroit and Strathmore, to permit certain infrastructure improvements, including, without limitation, the replacement of pavement in the public alleyway extending north from West Alexandrine located directly east of the structure at 70 West Alexandrine and extending approximately 162 feet northward (Improvement Area.)
- 1.2 The Parties desire to set forth in writing their respective obligations for the maintenance and repair of the infrastructure improvements.
- 1.3 It is the general intent of the parties to enhance the physical character of the Improvement Area in order to promote commercial business, residential and cultural activity.

### 2. **Term**

- 1.2 The term of this Agreement shall commence upon the completion of the construction of the infrastructure improvements and shall continue for as long as the infrastructure improvements remain.

### 3. **Maintenance and Repair of Improvements**

- 3.1 The Parties hereby agree that Strathmore shall be responsible, as its sole expense, for the maintenance and repair of the following infrastructure improvements (“Covered Improvements”):

I) New concrete paving

- 3.2 The terms “maintenance and repair” shall include repair of any damage to the Covered Improvements. Notwithstanding the foregoing, however, the City shall be solely responsible for any damage it causes to the Covered Improvements. Strathmore shall perform its obligations under this Agreement in accordance with applicable local and state laws, regulations and ordinances.

- 3.3 Strathmore shall maintain an account for maintenance and repair of the above listed walkway improvements.

#### 4. **Liability**

- 4.1 Strathmore agrees to indemnify, defend and hold the City harmless against and from any and all liabilities, obligations, penalties, costs, charges, losses, damages, or expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by, or asserted against the City or its departments, officers, or employees as a result of any negligence or misconduct of UCCA in the performance of its obligations under this Agreement.

- 4.2 Strathmore shall maintain, as its sole cost and expense, during the term of this Agreement:

Commercial General Liability Insurance (board form comprehensive) in the amount of \$1 Million per occurrence and \$1 Million in the aggregate. Such a policy shall provide that Strathmore's insurance is primary and not in excess over any insurance already carried by the City. Such policy shall provide a commitment from the insured that the policy shall not be cancelled or reduced without at least 30 days' prior written notice to the City. A certificate of insurance evidencing such coverage shall be in a form acceptable to the City. This certificate of insurance shall be submitted to the appropriate office in the City's Finance Department, Coleman A. Young Municipal Center, prior to the commencement of performance under this agreement and at least 15 days prior to the expiration dates of deductibles. The provision requiring Strathmore to carry such insurance shall not be construed in any manner as waiving and restricting the liability of Strathmore under this Agreement.

#### 5. **Miscellaneous**

- 5.1 Strathmore may assign its rights and obligations under this Agreement to any successor entity or other entity under Strathmore's control, provided the City gives its prior written consent. Such assignment shall not relieve Strathmore of its obligations hereunder.
- 5.2 This Agreement shall be governed in all respects by the laws of the State of Michigan.

- 5.3 This Agreement shall be binding upon the Parties' successors and assigns. This agreement is for the exclusive benefit of the parties hereto and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.
- 5.4 This Agreement constitutes the entire agreement between the Parties.
- 5.5 All disputes under the terms of the Agreement shall be resolved through binding arbitration under the rules and procedures of the American Arbitration Association. Such arbitration shall be held in Detroit, Michigan.
- 5.6 This Agreement has no impact on the ownership of the sidewalks or the infrastructure improvements, including the Covered Improvements.
- 5.7 Subsequent to the completion of the infrastructure improvements, including the Covered Improvements, Strathmore agrees not to substantially change said improvements without City permission.

IN WITNESS WHEREOF, the City and Strathmore, by and through their duly authorized officers and representatives, have executed this Contract as of the dates of their respective signatures:

WITNESSES:

1. [Signature] 9-26-14  
Name Date

2. [Signature] 9-26-14  
Name Date

**STRATHMORE APARTMENTS LIMITED DIVIDEND HOUSING ASSOCIATION, LLC,**  
a Michigan limited liability company

By: 70 West Alexandrine Limited Dividend Housing Association, LLC,  
a Michigan limited liability company,  
its Sole Member

By: University Cultural Center Association,  
a Michigan nonprofit corporation,  
its Sole Member

By: [Signature] (SEAL)  
Susan T. Mosey, Executive Director

WITNESSES:

1. [Signature] 10/2/14  
Name Date

2. [Signature]  
Name Date

CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS:

BY: [Signature] 9-30-14  
Name Date

ITS: City Engineer

APPROVED BY THE LAW  
DEPARTMENT PURSUANT TO  
§ 6-406 OF THE DETROIT CITY  
CHARTER

[Signature] 10/6/14  
Corporation Counsel Date

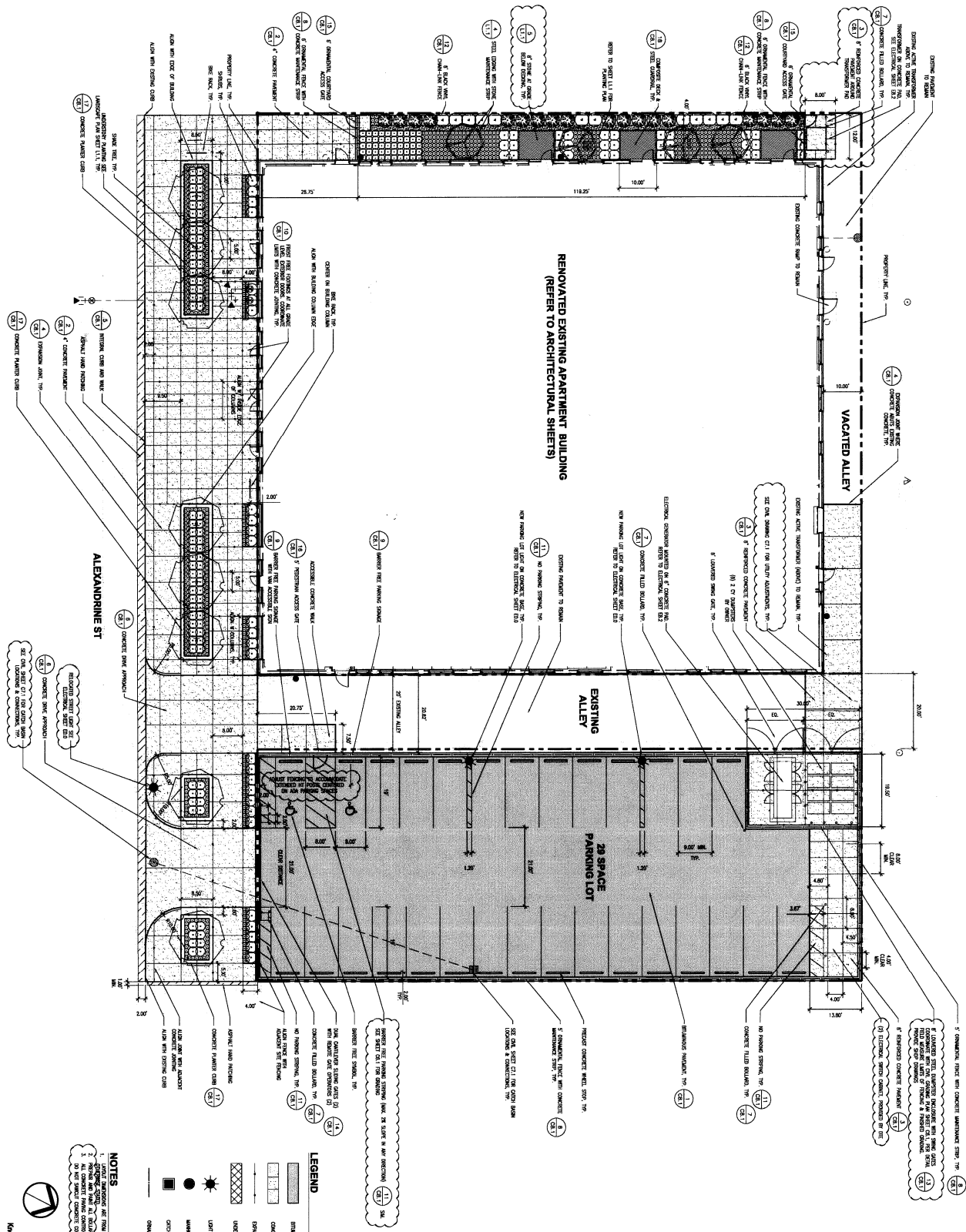
**NOTES**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. REFER TO ALL APPLICABLE SCHEDULES AND SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

**hamiltonanderson**  
 architecture landscape architecture  
 urban planning and engineering  
 interior design  
 project design

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**Client:** STATEMORE APARTMENTS LLC  
**Project:** RENOVATED EXISTING APARTMENT BUILDING  
**Location:** 2007 ALEXANDRINE ST, PHILADELPHIA, PA 19102  
**Scale:** 1/8" = 1'-0"  
**Drawn by:** [Name]  
**Checked by:** [Name]  
**Date:** [Date]

**RENOVATED EXISTING APARTMENT BUILDING**  
 (REFER TO ARCHITECTURAL SHEETS)



**LEGEND**

- BRASS HANDLES
- WOODEN FLOOR FINISH
- CONCRETE FLOOR FINISH
- EXTERIOR JOINT
- INTERIOR FINISHING
- UPPER FLOOR & FOUNDATION
- MARKET
- GRID MARK
- CONCRETE FINISH
- BRICKWORK FINISH
- WOODEN FLOOR FINISH
- CONCRETE FLOOR FINISH
- EXTERIOR JOINT
- INTERIOR FINISHING
- UPPER FLOOR & FOUNDATION
- MARKET
- GRID MARK

**NOTES**

1. LOCATE ANCHORS AND FROM THE BACK OF CURB WALLS
2. FINISHING AND PAINT AT ALL CORNERS
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME

**KEYNOTE PARTNER**  
 Call Mark 394 dg

**STATEMORE APARTMENTS LLC**  
 APARTMENTS  
 2007 ALEXANDRINE ST  
 PHILADELPHIA, PA 19102

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 PHILADELPHIA, PA 19102

**C5.1**