



# **BRUSH & WATSON**

## REQUEST FOR PROPOSALS

Issue Date: October 26<sup>th</sup>, 2017

Pre-Submission Conference: November 9<sup>th</sup>, 2017

Proposal Submission Deadline: December 18<sup>th</sup>, 2017

Selection of Preferred Developer List: January 8<sup>th</sup>, 2018

Shortlist Interviews: January 15<sup>th</sup> - January 19<sup>th</sup>, 2018

Final Selection/Recommendation: January 29<sup>th</sup>, 2018



# BRUSH & WATSON RFP

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# BRUSH & WATSON RFP

## I. INTRODUCTION

The City of Detroit's Housing and Revitalization Department (HRD) and Planning and Development Department (P&DD) seek proposals from qualified entities to design and construct new mixed-income housing in the heart of the Brush Park neighborhood.

The development site is located bounded by Brush Street, Watson Street, Beaubien Street, and Wilkins Street. The site is comprised of nine parcels (2994 Brush, 2968 Brush, 418 Watson, 432 Watson, 3035 Beaubien, 3027 Beaubien, 3019 Beaubien, 3009 Beaubien, 3001 Beaubien) measuring approximately 47,957 square feet, or 1.1 acres. The City of Detroit seeks well-designed proposals for new development that will build upon the inherent strengths of the site and integrate the site seamlessly with the surrounding neighborhood.

The successful Respondent will: 1) demonstrate a strong track record in delivering quality projects on time, 2) have significant real estate development expertise coupled with a commitment to creating quality well-designed mixed-income and affordable housing, 3) have expertise in place making, and 4) provide an affordable housing program that includes a 20% set-aside for households making 80% of area median income or lower, with at least 50% of all units being made available for rent.

This Request for Proposals & Qualifications (RFP/Q) is intended to retain a qualified developer for the acquisition and development of the Brush & Watson site as a signature, mixed-income residential / commercial development that adheres to sound urban design principals and incorporates affordable housing.

Respondents are asked to submit a comprehensive proposal that includes the development experience of the development team, allocation of responsibilities within the development team, site plan/elevations detailing the development proposed and a preliminary project strategy – including a feasible financial plan and schedule – for developing the site.

### **Development Site**

- **2994 Brush Street, 2968 Brush Street**
- **418 Watson Street, 432 Watson Street**
- **3035 Beaubien Street, 3027 Beaubien Street, 3019 Beaubien Street, 3009 Beaubien Street, 3001 Beaubien Street**

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## Development Site – Continued



(View of development side from the North-West corner facing downtown)



(Development Site Zoning Map)

-  Planned Development – Historic Zoning
-  Planned Development Zoning

# BRUSH & WATSON RFP

## II. AREA OVERVIEW

### ***Property Description***

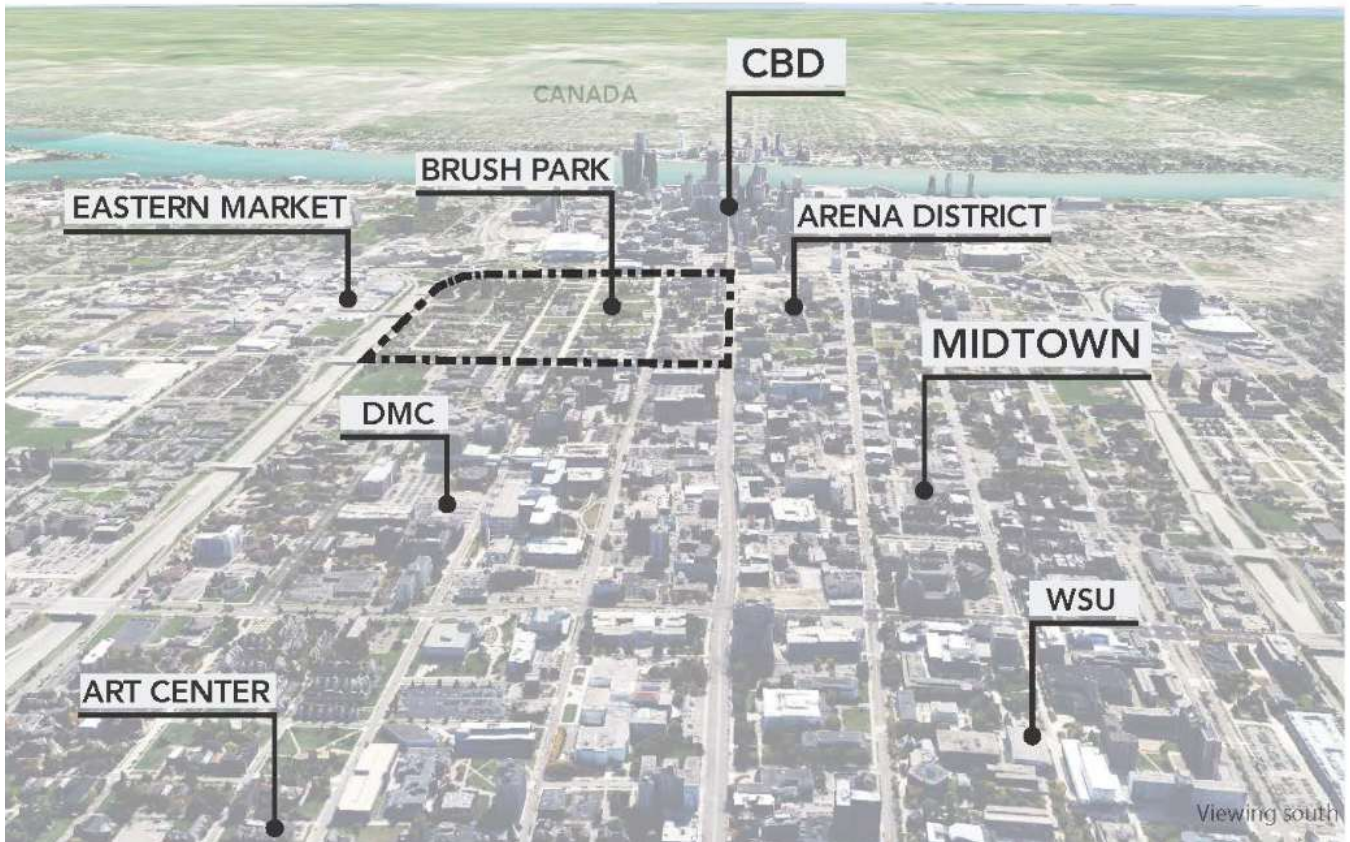
The site is bounded by Brush Street to the west, Watson Street to the north, Beaubien Street to the east, and Wilkins Street to the South (the “Property” or the “Brush & Watson site”). A legal description is provided in Exhibit A.

Brush Park is located just 1/4 mile north of Downtown Detroit's Central Business District and along the east side of Woodward Avenue, Detroit's major regional transportation corridor and business spine. Brush Park's Downtown/ Midtown location is home to a host of regional institutions such as Wayne State University and the Detroit Medical Center as well as downtown major corporate headquarters and stadiums such as General Motors Corporation, Quicken Loans, Compuware, Comerica Park (Tigers) and Ford Field (Lions). The Little Caesars Arena (Red Wings / Pistons) opened in 2017 directly across Woodward Street and just west of Brush Park. Eastern Market is located directly to the east of the Brush & Watson site across I-75 expressway. The site has major freeway access to all parts of southeastern Michigan, and sits a few blocks east of the Q-Line light rail system.

### ***Site Context Area***

The site lies within a National & Local *Brush Park Historic District* which has its roots dating back to the mid 1860's. At one time over 400 historic buildings were located in Brush Park, which was one of Detroit's premiere neighborhoods and at the turn of the 19th century was known as the "Little Paris of the Midwest". Brush Park has served as home to wealthy families, such as the Whitneys, Kahns, Hudsons, Spiegels, and Crowleys; large and elaborate mansions were erected in its early years. The 1960's saw the Brush Park neighborhood substantially deteriorate, with a high incidence of vacancy, crime, and abandonment with subsequent demolition. Since the mid 1990's however the City of Detroit has initiated an aggressive campaign in order to save the remaining historic properties. \$19 Million was invested by the City of Detroit to complete infrastructure improvements for the entire 117 acres of Brush Park beginning in 2001. Work included total new roadway construction, sidewalks, sewers, water mains, and street and pedestrian lighting in order to replace and upgrade the aging 100-year-old infrastructure. The City has invested over a total of \$39 million in Brush Park over the last 13 years inclusive of infrastructure, demolition, acquisition, and historic rehabilitation.

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*(Brush Park neighborhood in Detroit context. Brush Park is bounded by Woodward Street, Mack Avenue, Chrysler Freeway, and Fisher Freeway)*

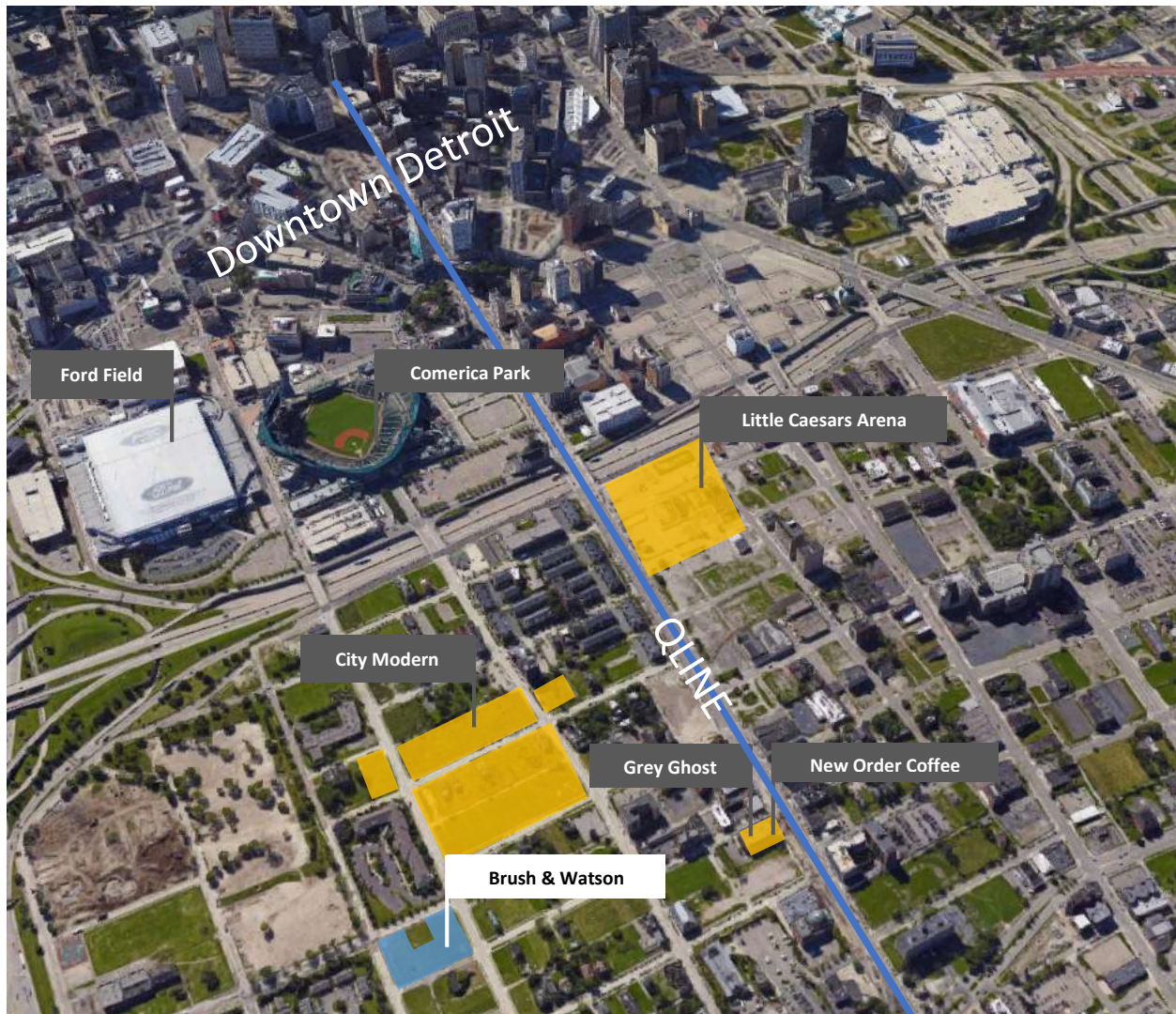
## **Recent and Upcoming Investments**

There are several recent and upcoming investments in the Brush Park neighborhood. These projects include, but are not limited to:

- Little Caesars Arena (completed fall 2017)—the home of the Detroit Red Wings and Detroit Pistons, opened September 5<sup>th</sup>, 2017.
- City Modern (under construction 2017) – formerly City of Detroit owned site that was RFPed and sold to Bedrock. The development will house 300+ units, commercial space, and several small open public spaces.
- Q-Line (completed 2017) – the site is in walking distance of two Q-Line stops, one at Woodward and Mack and one at Woodward and Adelaide.

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- New Order Coffee Roasters (completed summer 2017) – coffee shop that offers a range of house-roasted coffees and espresso drinks, cold brew, tea and lattes.
- Grey Ghost (completed summer 2016) – restaurant committed to the art of butchery, refinement of crafting cocktails and unparalleled hospitality.



## III. PROGRAM REQUIREMENTS AND GUIDING PRINCIPLES

### ***Program Requirements***

The City requests a mixed-income development that contains a large residential component. Mixed-use development with commercial uses is welcome but not required. Proposals should include the following elements:

- **Mixed Use Development**: At least 100 residential units must be programmed on the site. A mix of unit types and sizes should be provided to create diverse housing options. At least 20% of the rental units shall be affordable to households making 80% of area median income (AMI) or lower. ***The City of Detroit has a preference for deeper affordability at this site.*** The residential uses may be a mix of for-sale and rental, but at least 50% of the total number of units must be made available for rent.

### ***Guiding Development Principles***

The City of Detroit is committed to advancing design excellence in all projects to produce an equitable, sustainable, resilient, and healthy living environment for those who live, work, and play within and around Brush Park. Accordingly, proposals should exhibit walkable urban design principles and sustainable neighborhood development strategies and adhere to the draft [Form-Based Code](#) standards summarized below. Additional information regarding the Form Based Code can be found in Section IV, Regulatory Requirements.

#### *Reinforce the Public Realm*

1. Buildings should define the public space of a street or park in a meaningful way.
2. Mixed-use structures should be designed in such a way as to allow observation of the street.
3. Ensure clear views between building lobbies, retail space, and streets to reinforce safety.
4. Buildings generally should have minimal front lot line setbacks. Well-designed, varying setbacks (discontinuous with the lot frontage) will break up blocks and provide relief for the pedestrian. Please refer to Form Based Code for specific setback requirements.
5. The built environment should provide interesting building typologies with varied stylistic expressions. Buildings should be designed to complement the community and shall be compatible with the historic character of the existing architectural fabric within their immediate environs in regards to scale, materials, and quality.

#### *Sustainable and Equitable Development*

1. Provide a diverse residential stock with a balance of market rate and affordable units. At least 20% of the



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rental units shall be affordable to households making 80% of area median income (AMI) or lower.

2. Densities should be maximized to support opportunities for neighborhood commercial investment and jobs creation, thereby stimulating and supporting growth in the local economy.
3. Design for environmental sustainability - both in the natural (e.g., natural plant species) and built environment (e.g., storm water mitigation, LED lighting, renewable energies).

## Parking

1. Parking should not be designed fronting a street without sufficient screening and buffering.
2. Parking lots should be screened from upper unit views with trees or trellises.
3. Vehicular access should be located so as to minimize, if not avoid, conflicts with the pedestrian, utilizing existing alleys.
4. Bicycle parking should be considered within the design of the development.
5. Exhaust louvers and grills from underground parking lots should be located away from pedestrian sidewalks.
6. In the Brush Park Form-Based Code, parking requirements are regulated through each building type.

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## IV. REGULATORY REQUIREMENTS

The Brush & Watson site is currently zoned PD Planned Development; however the City of Detroit is working with community residents and local policy-makers to implement a new type of zoning code for this site, known as Form-Based Code. A copy of the draft form-based code is available [here](#). The Form-Based Code for Brush Park will soon be formally submitted for review before the City Planning Commission and City Council. It is anticipated the code will be approved within the first quarter of 2018. As a result, all plans should be designed to be consistent with the draft form-based code.

### **Brush Park Form Based Code**

The Planning and Development Department along with City Planning Commission has been working with stakeholders, developers, and the community within Brush Park to create a form-based code for the area. As part of the zoning ordinance, form-based code seeks to streamline and regulate development while creating a predictable framework and vision for the neighborhood.

### **Other Regulatory Requirements**

The development site is also located within the boundaries of a local historic district. Therefore, as per the City of Detroit Zoning Code Chapter 25, the selected developer must receive the Historic District Commission's approval of the project design. The full copy of Zoning Map 6 can be found [here](#). Respondents will be responsible for conducting their own due diligence on what additional zoning and permitting approvals, if any, may be required.



TABLE 407 (a) Permitted Building Types

| P - Permitted<br>N - Not Permitted | A Street | B Street | C Street | Type Specific Standards |
|------------------------------------|----------|----------|----------|-------------------------|
| Historic House                     | N        | N        | P        | Sec. 61-11-407 (c)      |
| Multiplex                          | N        | N        | P        | Sec. 61-11-407 (d)      |
| Townhouses                         | P        | P        | P        | Sec. 61-11-407 (e)      |
| Mid-Rise Flats                     | P        | P        | N        | Sec. 61-11-407 (f)      |
| Carriage House                     | N        | N        | P        | Sec. 61-11-407 (g)      |
| Mews Building                      | N        | N        | P        | Sec. 61-11-407 (h)      |

- Planned Development – Historic Zoning
- Planned Development Zoning

\* Additional information regarding the Brush Park Form Based Code building standards can be found on page 6 of the draft ordinance

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## V. ACQUISITION BID AND FINANCIAL INFORMATION

The City of Detroit has established a fair market value of nine hundred sixty thousand dollars (\$960,000) for the Property.

**Each proposal must include a bid price for the Property in the submission package; otherwise it shall be deemed ineligible for consideration.**

The selected developer will be responsible for all infrastructure costs related to the project, including but not limited to electrical, street, water, sewerage, etc. The City may accept commercially reasonable reductions in price if a purchaser clearly articulates financially how they determined the reduction in price.

Other Public Subsidies: The City may make available to the developer selected City grant funds (including HOME and CDBG). The City also may support certain City tax incentives, City bond funds, tax credits and State grant funds, such as Community Revitalization Program (“CRP”) funds.

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## VI. SUBMISSION REQUIREMENTS

Proposals shall not exceed twenty (20) double-sided pages in length, including maps, renderings, and plans. Each section of the proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. Respondents must complete the Proposal Summary Sheet within the Exhibits section. To be considered responsive to this RFP, a submitter must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

Proposals should be submitted using the following format:

**Section 1, Project Description:** A narrative of the Respondent's approach to the development of the Brush & Watson Site, including proposed unit mix and size breakdown. Specifically articulate how the proposal is contextually and culturally appropriate, sustainable, relates to the guiding principles section of the RFP, and is inclusive of community engagement. Describe and support the anticipated market, users and/or customers of the development project.

**Section 2, Site Plans:** Provide a schematic plan set that included a site plan, schematic floor plans for each level, representative elevations and rendered contextual views of the proposed development. Plans shall be no larger than 11 inches x 17 inches in size. In connection with these plans, specifically identify any public infrastructure, utility, zoning or other public or quasi-public entitlements or onsite or offsite improvements not presently in place with respect to the Property that can be reasonably identified through currently available information and which the respondent assumes will need to be provided or approved by a state, county or local governmental unit or public utility provider.

**Section 3, Project Schedule:** Include a project completion schedule including start and completion dates and other key dates as identified for action, including proposed development phases as may be applicable. The proposal must include the time period by which this project will be initiated and completed.

**Section 4, Project Financing:** Include specific terms of site acquisition, a development budget (sources and uses), including phasing as may be applicable, and a ten-year pro forma/ operating budget analysis which clearly describes key market and financing assumptions for the project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected, specific public sources or incentives required and their impact on the financial assumptions, and letters of interest from banks or other sources. **Respondent must provide proof of its ability to close the land transaction with 90 days of City of Detroit approval.** Include any and all other financial information that is relevant to a successful completion of the project, including financial partnership structure (e.g., public/private; non-profit/profit) where applicable. **All proposals must include a bid price for the Brush & Watson Site.**

**Section 5, Overview of the Organization:** Provide a history of the Respondent's business or organization, including years of operation, locations, size, growth, services, and financial stability. Include information regarding any pending or recent lawsuits against the organization, its officers, or employees. If the proposal is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

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**Section 6, Professional Qualifications:** List all key individuals from the Respondent (Owner/Sponsor) and third party vendors who will be working on the project, their respective roles and responsibilities, and a brief professional history of each, including technical and/or professional expertise. An organizational chart of the members of the development team should be included along with a designation of the individual who is responsible for day-to-day planning and development activities for the project.

**Section 7, Prior Experience:** Provide a description and dates of other new construction residential projects, particularly those similar in size and characteristics, completed by the Respondent. Include names, title and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity.

**Section 8, Local Hiring:** It is the policy objective of the City to improve the economic conditions of individuals, households and companies in Detroit. City of Detroit [Executive Order No. 2014-4](#) and [Executive Order No. 2014-5](#) regarding Resident/Local Employment and Contracting are applicable to this Project. Include a strategy to address local hiring and compliance with Executive Order No. 2014-4 and Executive Order No. 2014-5, as well as statistics that evidence previous experience with local hiring on past projects.

Note that in addition to the foregoing, finalists may also be asked to provide substantive information regarding the financial capacity of the submitting organization and its principals, including the Respondent's financial statements from the previous three years. Reasonable efforts shall be made by the City of Detroit to maintain such information in confidence during the final review period; however as with other information submitted under this Request for Proposals such information may also be subject to the Freedom of Information Act.

## VII. EVALUATION AND SELECTION PROCESS

### *Evaluation Process*

A Selection Committee (the “Committee”) will be established to review submissions. The Committee will consist of representatives from HRD, P&DD, the Jobs and Economy Team, and The Detroit Economic Growth Corporation. Additionally, the Committee may seek assistance from selected consultants. The Committee reserves the right to contact references and verify material submitted in any proposal.

The submission of a proposal with all the requested information does not guarantee the Respondent will be a candidate for an interview.

The Committee may elect to schedule interviews with a short list of submitters. The Respondent(s) interviewed will be given the opportunity to discuss in more detail their qualifications, past experience, and redevelopment proposal during the interview process. Following the interview phase, and assuming the Committee elects to pursue a specific proposal, a Respondent may be selected.

The selected developer, after approval of the sale by the City of Detroit, must fully secure the property. The City intends to negotiate the terms and conditions of the sale and development through a Development Agreement, a sample of which is provided in Exhibit C. It is the City’s expectation that the Brush & Watson Site should be developed by the end of the calendar year 2021. As set forth below, a developer’s demonstrated capacity to meet the timeline will be a factor in proposal evaluation.

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**Selection Criteria** - Responses to this RFP will be evaluated using the following criteria and point allocation:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p><b><u>Development Strategy and Methodology</u></b></p> <ul style="list-style-type: none"> <li>The proposed development and methodology provided by the Respondent is logical, reasonable, and clearly understandable.</li> <li>The methodology provided by the Respondent indicates their understanding of realistic sources and uses of funds required for the project.</li> <li>The budgets provided indicate the Respondent's commitment to ensuring the pricing proposed is reasonable.</li> <li>The proposed timeline and phasing ensures timely completion of the project.</li> </ul> | <p><b>20<br/>Points</b></p> |
| <p><b><u>Project Design Standards</u></b></p> <ul style="list-style-type: none"> <li>The degree to which the Respondent can demonstrate the proposed project and architectural design incorporate a philosophy of strong design principles, environmental standards, and reflect the RFP Program Requirements and Guiding Design Principles.</li> </ul>                                                                                                                                                                                                                                        | <p><b>20<br/>Points</b></p> |
| <p><b><u>Financial and Leverage Capacity</u></b></p> <ul style="list-style-type: none"> <li>Ability to obtain, structure, and implement financing for the proposed development.</li> <li>Depth and credibility of financial proforma, ability to deliver identified financial sources on schedule, and capacity of development principals - ability to finance proposal, including demonstrated ability to procure financing and complete projects on schedule and within budgetary assumptions.</li> </ul>                                                                                    | <p><b>20<br/>Points</b></p> |
| <p><b><u>Respondent and Proposed Team Experience</u></b></p> <ul style="list-style-type: none"> <li>Successful experience in the planning, redevelopment, construction and management of development projects of comparable size and complexity.</li> <li>Cohesion of the team, as demonstrated by previous experience working together.</li> <li>The degree to which the team demonstrates successful experience with ownership and management of rental developments of similar size.</li> </ul>                                                                                             | <p><b>20<br/>Points</b></p> |
| <p><b><u>Local Participation</u></b></p> <ul style="list-style-type: none"> <li>Strategy addressing local hiring and compliance with <a href="#">Executive Order No. 2014-4</a> and <a href="#">Executive Order No. 2014-5</a>.</li> <li>Evidence of previous experience with local hiring on past projects where met.</li> <li>Detroit-based project team and/or partnerships with local firms and community organizations.</li> </ul>                                                                                                                                                        | <p><b>10<br/>Points</b></p> |
| <p><b><u>Bid Price</u></b></p> <ul style="list-style-type: none"> <li>Value of the acquisition terms</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>10<br/>Points</b></p> |

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The major criteria for selecting an entity will be the submission of qualifications that meet with criteria stated in Section VI of this RFP, titled Submission Requirements. A qualified entity is an individual or development team that, in the opinion of the Committee, possesses the experience, design acumen, and financial resources necessary to undertake and successfully complete the development of the site within the requirements of federal and local laws and regulations.



# BRUSH & WATSON RFP

## VIII. SUBMISSION PROCESS AND TIMELINE

### ***Directions for Submissions***

To be considered, all RFPs must be received by 5:00pm EST on December 18<sup>th</sup>, 2017. The responsibility of submitting the RFP rests entirely with the Respondent to the RFP.

Submissions may be made electronically in an 8.5x11 (plans no larger than 11x17) PDF format via email to [brushwatson@detroitmi.gov](mailto:brushwatson@detroitmi.gov), or delivered to the Housing and Revitalization Department, Attn: Graciela Watrous, located at 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226. Hardcopy submissions must include three copies of the materials.

Proposals sent by overnight delivery service will be considered timely if the date stamped is at least one (1) day before the date set for receipt of the RFP. The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondent's obligation to ensure the required submission arrives in a timely manner at the specified location. Any submission that is not properly marked, addressed, or delivered to the submission place, in the required form, by the required submission time will be ineligible for consideration. Faxed submissions will not be accepted.

Once received by HRD, submissions will not be returned. Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted by email to [brushwatson@detroitmi.gov](mailto:brushwatson@detroitmi.gov). Responses will be provided to all inquiries and answers to frequently asked questions will be available. No information concerning this solicitation or request for clarification will be provided in response to telephone calls. Any updates and changes will be posted on the RFP's website: [www.detroitmi.gov/brushwatson](http://www.detroitmi.gov/brushwatson)

All expenses involved in the preparation and submission of the RFP to the City of Detroit or any work performed in connection therewith shall be assumed by the developer. No payment will be made by the City of Detroit for any responses received, nor for any other effort required of or made by the developer prior to the commencement of work.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

### ***Pre-Submission Conference & Timeline***

On November 9<sup>th</sup>, 2017 the Housing and Revitalization Department will conduct an optional Pre-Submission Conference at 2 Woodward Avenue, Suite 908 from 1 p.m. to 2 p.m. Those unable to join in person may participate by phone using dial-in number 605-475-4919 with the access code: 868313.

# BRUSH & WATSON RFP

## **ACTIVITIES**

Release Date:

Pre-Submission Conference:

Proposal Submission Deadline:

Selection of Preferred Developer List:

Shortlist Interviews:

Final Selection/Recommendation:

## **DATE**

October 26<sup>th</sup>, 2017

November 9<sup>th</sup>, 2017

December 18<sup>th</sup>, 2017

January 8<sup>th</sup>, 2018

January 15<sup>th</sup> – 19<sup>th</sup>, 2018

January 29<sup>th</sup>, 2018

For any questions regarding the submission of qualification statements, please contact [brushwatson@detroitmi.gov](mailto:brushwatson@detroitmi.gov).

# BRUSH & WATSON RFP

## IX. RESERVATION OF RIGHTS

The City of Detroit reserves the right to reject any and all proposals and to select the proposal it deems is in the best interests of the City, even if it is not the highest purchase price.

The City of Detroit reserves and may exercise the right to request one or more of the developers to provide additional material, clarification, confirmation or modification of any information in the submission, and can supplement, amend, substitute, cancel, or otherwise modify this Request for Proposal at any time prior to the selection of one or more developers.

In the event that the process outlined in Section VIII does not result in the execution of a definitive selection, the City of Detroit, at its sole option, may choose to initiate negotiations with any other qualified developer, reopen the entire RFP process, or pursue any other avenues for the sale of the property deemed appropriate by the City of Detroit.

All land sales made by the City of Detroit must be approved by Detroit City Council.

**Please Note: All Property will be sold “AS IS”**

Respondents are hereby notified that the City has not investigated the environmental condition of the Property in this RFP. Various Federal, State, or other City agencies may have information regarding the environmental condition of the site. Each firm is encouraged to conduct its own due diligence regarding the environmental condition of the Property which that firm proposes to acquire and is notified that the Property may be the subject of environmental contamination. The City of Detroit makes absolutely no warranty or representation regarding the environmental condition of any of the sites offered within this RFP.

## **X. LIST OF EXHIBITS**

- A. Legal Description
- B. Brush Park Planning Study (May 2013)
- C. Standard City of Detroit Development Agreement
- D. Douglass-Market Transformation Plan
- E. Relevant Brush Park Form Based Code [DRAFT]
- F. Proposal Summary Sheet

# EXHIBIT A

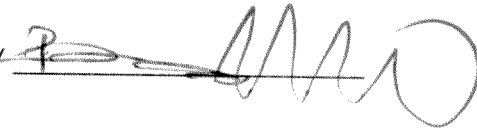
**EXHIBIT A**

Land in the City of Detroit, County of Wayne and State of Michigan being Lots 7, 10, 11, 12, 13, 14, 15, 17, including the half vacated alley adjacent to said lots; Miller and Willcox's Subvision of Out Lots Nos. 180, 182, & 184 of the Subvision of the Lambert Beaubien Farm, Detroit. Rec'd L. 1, P. 86 Plats, W.C.R.

Land in the City of Detroit, County of Wayne and State of Michigan being Lots 1, 2, all Block H; Brush Subdivision of part of Park Lots 14 and 15 and part of Brush Farm adjoining. Rec'd L. 2, P. 25 Plats, W.C.R.

DESCRIPTION CORRECT  
ENGINEER OF SURVEYS

BY

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.

a/k/a 418, 432 Watson Street; 2968, 2994 Brush Street; 3001, 3009, 3019, 3027, 3035 Beaubien Street

Ward 01 Items 000733, 000734, 003742, 003743, 003744, 003745, 003746, 003823, 003824

# EXHIBIT B

*Brush Park Redevelopment*  
**NEIGHBORHOOD VISION**

MAY 2013



PHOTO CREDIT: REDDIT.COM



An aerial, black and white photograph of a city. The foreground shows a residential neighborhood with many houses and trees. In the background, a dense urban skyline with several tall skyscrapers is visible. A light blue banner is overlaid on the top right corner, containing the title text.

# *What is a Neighborhood Vision?*

# *What is a Neighborhood Vision?*

Brush Park's Neighborhood Vision is a broad statement about the neighborhood's identity and future.

The Vision makes recommendations for land use, development, and plan amendments; however, it is more about articulating “who we are” (the people, places, and organizations), “what we need”, and “how we see the neighborhood” in order to improve the quality of life and position the neighborhood for stabilization and sustainable growth.

## THE NEIGHBORHOOD VISION IS ABOUT:

### WHO WE ARE

People, Places, and Organizations

### WHAT WE NEED

Immediate Changes and Long-Term Sustainable Growth

### HOW WE SEE THE NEIGHBORHOOD

New Development and Activities, Design Preferences, and Connections

# Who is involved?

## A COLLABORATIVE PROCESS

MIDTOWN INC.  
& HAA



hamiltonanderson

Midtown, Inc. recognized the need to prepare Brush Park for redevelopment and was compelled to bring stakeholders together to create a neighborhood vision. Hamilton Anderson Associates (HAA) led the visioning process at public meetings, compiled community input, and collected data.

CDC & BOARD  
MEMBERS



The Citizen's District Council (CDC) holds regular meetings and brought various planning and development issues to the forefront for discussion during the visioning process.

EXISTING  
RESIDENTS



Existing residents exhibit diverse interests and a common enthusiasm for Brush Park. They shared their insight, ideas, and aspirations for the neighborhood.

CITY PLANNERS  
& HDC



City Planners and the Historic District Commission were involved in helping the group interpret existing plans and the implications of desired changes.

A WORKING  
GROUP



A Working Group of various community representatives came together to advocate for the community's needs.

THE NAMES OF  
BRUSH PARK



Brush Park's streets are named after some of the neighborhood's first developers and residents who liked the convenient location and were committed to the construction of homes exhibiting a high standard of excellence.

# Recent Plans



**MIDTOWN LOOP /NON-MOTORIZED PLAN**



**DMC DISTRICT PLAN, 2012**



**URBAN RENEWAL PLAN, 2002**



**CITY OF DETROIT MASTER PLAN, 2010**



**HISTORIC DESIGN GUIDELINES, 1994**



**GREATER DOWNTOWN TOD STRATEGY, 2011**



**DETROIT FUTURE CITY 2013**

M-1 RAIL

THE DEQUINDE CUT



# *Reaching the Vision*



# Community Input

VISUAL PREFERENCE SURVEY - PAGE 2

Please rate each design based on your preference. Use the lines provided to write additional comments.

|                                                  |                                     |                                                        |                                     |
|--------------------------------------------------|-------------------------------------|--------------------------------------------------------|-------------------------------------|
| <b>32</b> 1 2 3 4 5<br><i>no too commercial!</i> | <b>33</b> 1 2 3 4 5<br>             | <b>34</b> 1 2 3 4 5<br>                                | <b>35</b> 1 2 3 4 5<br><i>LOVE!</i> |
| <b>36</b> 1 2 3 4 5<br><i>Love!</i>              | <b>37</b> 1 2 3 4 5<br><i>nice!</i> | <b>38</b> 1 2 3 4 5<br>                                | <b>39</b> 1 2 3 4 5<br>             |
| <b>40</b> 1 2 3 4 5<br>                          | <b>41</b> 1 2 3 4 5<br>             | <b>42</b> 1 2 3 4 5<br><i>more modern!</i><br><i>😊</i> | <b>43</b> 1 2 3 4 5<br>             |
| <b>44</b> 1 2 3 4 5<br>                          | <b>45</b> 1 2 3 4 5<br>             | <b>46</b> 1 2 3 4 5<br>                                | <b>47</b> 1 2 3 4 5<br>             |
| <b>48</b> 1 2 3 4 5<br>                          | <b>49</b> 1 2 3 4 5<br>             | <b>50</b> 1 2 3 4 5<br>                                | <b>51</b> 1 2 3 4 5<br>             |
| <b>52</b> 1 2 3 4 5<br>                          | <b>53</b> 1 2 3 4 5<br>             | <b>54</b> 1 2 3 4 5<br>                                | <b>55</b> 1 2 3 4 5<br><i>LOVE!</i> |
| <b>56</b> 1 2 3 4 5<br>                          | <b>57</b> 1 2 3 4 5<br>             | <b>58</b> 1 2 3 4 5<br>                                |                                     |

The process of creating the neighborhood vision involved public outreach to capture the residents' first-hand knowledge and aspirations for Brush Park. Insight and ideas came from a Visioning Session including a Visual Preference Survey and written-response survey, a Working Group meeting, and ongoing dialogue between planners, the CDC, community representatives, and residents.

SAMPLE FROM VISUAL PREFERENCE SURVEY TAKEN 2/12/13

# Visual Preference Survey Results

“LOVE THE MODERN!”

## MOST PREFERRED - RESIDENTIAL



TOWNHOMES



TOWNHOMES



TOWNHOMES



TOWNHOMES



TOWNHOMES



OTHER RESIDENTIAL

# Visual Preference Survey Results

**MOST PREFERRED - PARK, PUBLIC/INSTITUTIONAL, TRADITIONAL MIXED USE**



**PARK**



**PUBLIC/INSTITUTIONAL**

*“fantastic!”*



**TRADITIONAL MIXED USE (WOODWARD)**



# Visual Preference Survey Results

## MOST PREFERRED - NEIGHBORHOOD MIXED USE

“LOVE!”



NEIGHBORHOOD MIXED USE



NEIGHBORHOOD MIXED USE

“NICE!”

“BETTER THAN  
STAND ALONE  
BUILDINGS”

“LOVE THE  
OUTDOOR SEATING.”

“GREAT SIDEWALK!”



NEIGHBORHOOD MIXED USE



NEIGHBORHOOD MIXED USE

“LIKE THE OUTDOOR  
SEATING.”

“YES!”

# Visual Preference Survey Results

## MOST PREFERRED - HISTORIC RE-USE



MIXED USE OFFICE/RESIDENTIAL



GARDEN CAFE



RESTAURANT (FORMER CHURCH)



BUSINESS



BUSINESS

“YES!”

# Visual Preference Survey Results

## LEAST PREFERRED



TOWNHOMES



PUBLIC/INSTITUTIONAL (SENIOR HSG)



NEIGHBORHOOD RETAIL



PARKING DECK



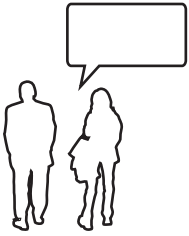
PARKING DECK



NEIGHBORHOOD RETAIL

“NO DRIVE-THRU!”

# Visual Preference Survey Written Comments



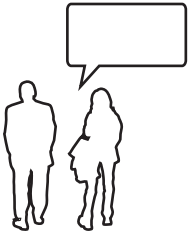
## WHAT YOU DIDN'T LIKE:

- “NO DRIVE-THRU’S”
- “WHO ALLOWED THAT?!”
- “PARK DOESN'T LOOK USABLE”
- “NO THANKS!”
- “DON'T WANT TOO MUCH COMMERCIAL”
- “PREFER MIXED USE TO STAND ALONE”
- “NOT PEDESTRIAN-FRIENDLY”
- “PREFER SMALLER SETBACKS”
- “GENERIC”

## WHAT YOU LIKED:

- “CREATIVE”
- “AUTHENTIC”
- “LIKE GROUND FLOOR RETAIL”
- “VERY MODERN”
- “GOOD MODERN LOOK”
- “LOVE THE MODERN”
- “LIKE THE MODERN”
- “LOVE THE COURTYARD AND DIFFERENT BUILDING HEIGHTS”
- “LIKE THE OUTDOOR SEATING”
- “COOL FENCE”
- “YES - SIDEWALKS!”

# Visioning Session Comments



## WHAT ELSE DO RESIDENTS WANT TO SEE?

**NEIGHBORHOOD REPRESENTATION.** “Allow a point-person to assist and walk projects and issues through the various obstacles.”

**ECONOMIC DEVELOPMENT.** “Diversity of retail services.” / “Leverage sports fans as potential customers for business like restaurants, bars, cafes, etc.” / “New businesses to attract new residents.” / “Synergy with other developments like Whole Foods.”

**LANDSCAPE/AESTHETIC IMPROVEMENTS.** “Get Greening of Detroit to plant trees in curb-side green spaces.” / “Create and maintain a cohesive branding or identity as a neighborhood.”

**ENFORCE CODES AND DESIGN GUIDELINES.** “Start ticketing irresponsible land owners for open abandoned buildings and non-maintenance.” / “No more mega-developments like Crosswinds. Focus on small developers and investors.”

**MORE THINGS TO DO.** “I am looking forward to a restaurant/bar... something we can walk to with neighbors.” / “Maintain and improve the park on Watson as a common space for our community.”

**ADDITIONAL REQUESTS.** The community does not want auto repair shops, fast food restaurants, or adult entertainment.

## SOME OF THE NEIGHBORHOOD’S CURRENT CHALLENGES:

**PARKING FOR RESIDENTS.** “Problems finding parking because of students, game days, organization/group meetings.” / “Is permit parking a possibility?”

**TRAFFIC CALMING AND CONTROL.** “Cars are traveling way too fast on Brush and John R.”

**CODE ENFORCEMENT.** “We want to be able to take and send pictures to help with code enforcement on vacant buildings and lots.”

**CURRENT ZONING RESTRICTIONS.** “Uses that we want, such as Live/Work and home businesses, are currently not allowed.”

**PLANNING AND DEVELOPMENT.** “There is a history of reactive planning that has allowed undesirable development.” / “More diversity in development type should be allowed.”

COMMENTS COMPILED FROM VISIONING SESSION AND RESIDENT SURVEYS TAKEN 2/12/13.

# More Community Insight

Please **check** the services and amenities you would like to see in our community. If you have additional suggestions, please indicate them on the lines provided below.

- |                                                                                 |                                                                                                                  |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Multi-Family Housing<br>(Apartments/Condos) | <input checked="" type="checkbox"/> Mixed Use (buildings with Retail, Office<br>space, and/or Residential units) |
| <input type="checkbox"/> Single-Family Homes                                    | <input checked="" type="checkbox"/> Restaurants/Take-Out Dining                                                  |
| <input checked="" type="checkbox"/> Senior Housing                              | <input checked="" type="checkbox"/> Pub/Bar                                                                      |
| <input checked="" type="checkbox"/> Work/Live Space                             | <input checked="" type="checkbox"/> Convenience Store                                                            |
| <input checked="" type="checkbox"/> Historic Rehabilitation/Re-Use              | <input checked="" type="checkbox"/> Grocery Store                                                                |
| <input checked="" type="checkbox"/> Outdoor Park                                | <input checked="" type="checkbox"/> Beauty/Barber Salon                                                          |
| <input checked="" type="checkbox"/> Walk/Run/Bike Trail                         | <input checked="" type="checkbox"/> Pet Services (veterinary office, supply store)                               |
| <input checked="" type="checkbox"/> Indoor Recreation/Community Center          | <input checked="" type="checkbox"/> Florist                                                                      |
|                                                                                 | <input checked="" type="checkbox"/> Shopping                                                                     |

All of the above

Additional comments and suggestions:

SAMPLE FROM RESIDENT SURVEYS TAKEN 2/12/13

When asked what services and amenities they would like to see in Brush Park, survey participants checked boxes in almost every category. Several property owners have expressed interest in filling the gap of neighborhood services and amenities by adaptively re-using historic homes; however, the current plan restricts how much commercial is allowed in residential areas. A goal and strategy in the recommendations section is to support property owners and economic development by providing more flexibility in historic re-use.

Requests from property owners of historic homes for adaptive re-use as residential and commercial include:

- Antique shops
- Multi-unit apartments
- Law offices
- Beauty salon
- Professional offices
- Massage clinic
- Bed and breakfast
- Frat house
- Flower shop
- Cafes
- Pubs
- Live/Work space
- Art gallery
- Senior living

# *Achieving the Vision*



## BRUSH PARK IS...



### HISTORICALLY SIGNIFICANT

Brush Park is a place that imparts ‘meaning’ to people because of its significant cultural, social, and architectural heritage. The neighborhood has a sense of cohesiveness and qualities worth preserving - each important to the overall character of the community.



### CONNECTED

Brush Park boasts an ideal location, close to existing amenities and at the epicenter of redevelopment. The neighborhood has direct connections to Midtown/DMC, momentum on Woodward, Eastern Market, the Sports and Entertainment District, and future redevelopment sites.



### ENGAGED

Brush Park is a small but highly active community. The CDC meets regularly, property owners have voiced interest in rehabilitating historic homes, meeting participants are willing to speak up, and organization representatives are committed to working together.



### FORWARD-THINKING

Community members have embraced Woodward as the center for commercial and other transit-oriented development, are proponents of innovative land strategies, and are astute observers of good versus bad planning and design.



# *Recommendations*

## GOALS:

- 1 Create residential density.
- 2 Support historic re-use.
- 3 Target priority pedestrian streets.
- 4 Concentrate commercial near density and development.
- 5 Build a “neighborhood center” using Woodward momentum.
- 6 Link public spaces to natural social activities.
- 7 Limit surface parking.
- 8 Anticipate future parking needs.
- 9 Utilize existing infrastructure.

The recommendations include goals, strategies, and suggested plan amendments intended to transform the Neighborhood Vision into reality. Each page also lists several “threats” to successful redevelopment if changes are not made. While each goal is attributed to a specific land use topic, collectively they can be used as guiding principles for all planning and development endeavors. The recommendations are grounded in today’s opportunities and challenges, recent planning efforts, community aspirations, and sound planning principles to improve the quality of life and ‘sense of place’ in Brush Park.

# EXHIBIT C

EXHIBIT C

**DEVELOPMENT AGREEMENT**

**Agreement to Purchase and Develop Land**

**by and between**

**The City of Detroit**

**and**

\_\_\_\_\_

\_\_\_\_\_

( \_\_\_\_\_ Project)

**Date:** \_\_\_\_\_

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**LIST OF EXHIBITS AND SCHEDULES**

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| Exhibit A  | Description of Property                                                            |
| Exhibit B  | Site Plan Summary                                                                  |
| Exhibit C  | Quit Claim Deed                                                                    |
| Exhibit D  | Irrevocable Power of Attorney                                                      |
| Schedule I | Certificate of Authority for Partnership, Corporation or Limited Liability Company |

DEVELOPMENT AGREEMENT

AGREEMENT TO PURCHASE AND DEVELOP LAND

BY AND BETWEEN

CITY OF DETROIT

and

\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_ Project)

**THIS AGREEMENT TO PURCHASE AND DEVELOP LAND** is entered into as of \_\_\_\_\_, 2012, by and between the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through the Planning and Development Department, whose address is 2300 Cadillac Tower, Detroit, Michigan 48226, referred to herein as the “**City**”, and \_\_\_\_\_ whose address is \_\_\_\_\_, referred to herein as “**Developer**”.

**RECITALS:**

A. Developer has offered to purchase and develop land located in the City of Detroit, the legal descriptions of which is set forth on Exhibit A attached hereto and incorporated by reference, in accordance with the terms, covenants, and conditions of this Agreement.

B. Developer has represented to the City that it has the qualifications and financial ability to develop the land in accordance with this Agreement.

C. The City believes that the development of the Property pursuant to this Development Agreement and the fulfillment generally of this Development Agreement are in the best interests of the City and the health, safety and welfare of its residents.

In consideration of the foregoing recitals and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## **ARTICLE 1. DEFINITIONS**

The following words and expressions shall, wherever they appear in this Agreement, be construed as follows:

1.01 **“Advance”** shall mean those funds deposited with the City by Developer prior to the execution of this Agreement as set forth in Section 3.02.

1.02 **“Affiliate”** shall mean a parent, subsidiary or other company controlling, controlled by or in common control with Developer.

1.03 **“Agreement”** shall mean this Agreement and the following Exhibits and Schedules attached hereto and expressly made a part hereof:

Exhibit A      Description of Property

Exhibit B      Site Plan Summary

Exhibit C      Quit Claim Deed

Exhibit D      Irrevocable Power of Attorney

Schedule I      Certificate of Authority for Corporation

1.04 **“Agreement Term”** shall mean the period of time from the date this Agreement is executed until the Certificate of Completion is issued by the City or this Agreement is terminated.

1.05 **“Associate”** shall mean any consultant, contractor, subcontractor, or any other party engaged by Developer and the agents and employees of said parties engaged by Developer to undertake any of the activities associated with the performance of this Agreement.

1.06 **“Certificate of Completion”** shall mean the written certification issued by the City as provided in Section 11.02 upon the completion by Developer of all Improvements on the Property in accordance with the terms and conditions of this Agreement.

1.07 **“City”** shall mean the City of Detroit, a Michigan public body corporate.

1.08 **“Closing”** shall mean a date agreed upon by the parties hereto for the transfer of title to the Property, but in no event shall said date be more than     (    ) **months** from the date of this Agreement.

1.09 **“Construction Plans”** shall mean all plans, drawings, specifications, related documents, and construction progress schedule, respecting the Improvements to be constructed on the Property by Developer.

1.10 **“Deed”** shall mean the Quit Claim Deed conveying the Property to Developer by the City in substantially the form as attached hereto as Exhibit C.

1.11 **“Developer”** shall mean the party specified as such in the preamble to this Agreement, its employees and agents and its successors, assigns, personal representatives, executors, and administrators.

1.12 **“Development Plan”** shall mean that plan prescribing certain land uses, objectives and restrictions approved and adopted by the Detroit City Council on \_\_\_\_\_, JCC page(s)\_\_\_\_\_, recorded in the Office of the Wayne County Register of Deeds, Liber \_\_\_\_\_, Pages \_\_\_\_ through \_\_\_\_\_, and entitled \_\_\_\_\_, which is incorporated in this Agreement by reference and made a part hereof.

1.13 **“Encumbrance”** shall mean any covenant, license, right of way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest.

1.14 **“Event of Default”** and **“Default”** shall have the meanings as set forth in Article 15 of this Agreement.

1.15 **“Improvements”** shall mean the construction proposed in the preliminary development proposal submitted to the City by Developer containing site plans and elevation drawings relative to the uses Developer agrees to construct on the Property a summary of which is set forth in Exhibit B attached hereto and made a part hereof.

1.16 **“P&DD”** shall mean the City of Detroit Planning and Development Department.

1.17 **“Project”** shall mean the development of the Property and the construction of the Improvements thereon in accordance with this Agreement.

1.18 **“Property”** shall mean that parcel of land identified by street address as \_\_\_\_\_ and located in the City of Detroit, as more particularly described in Exhibit A attached hereto and made a part hereof.

1.19 **“Purchase Price”** shall mean that sum specified in Section 3.01 hereunder to be paid to the City by Developer in consideration for the City conveying the Property to Developer for development in accordance with the terms of this Agreement.

## ARTICLE 2. ENGAGEMENT OF PARTIES

2.01 Engagement. The City hereby agrees to convey the Property in consideration of Developer's agreement contained herein to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement. Developer agrees to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement.

2.02 City Approval of Agreement. Prior to closing and the delivery of the Deed, Developer shall have no authority to commence construction activities on the Property without prior written approval by the City. In no event shall Developer commence construction activities prior to the recording of this Agreement with the Office of the Wayne County Register of Deeds. Developer will pay the cost of recording this Agreement.

## ARTICLE 3. SALE / COMPENSATION

3.01 Purchase Price. Subject to the terms, covenants, and conditions of this Agreement, Developer agrees to purchase and develop, and the City agrees to convey, the Property for the price of **and 00/00 Dollars** (\$\_\_\_\_\_ .00) to be paid by wire transfer or certified check simultaneously with the delivery of the Deed.

3.02 Advance. The Advance of \_\_\_\_\_ **and 00/100** Dollars (\$ , .00 \_\_\_\_\_), to be deposited with the City by Developer prior to the execution of this Agreement, is to be held by the City as security for the performance of the obligations of Developer contained herein. Upon the issuance of the Certificate of Completion, the Advance will be returned to Developer without interest. If Developer does not satisfy the requirements for issuance of the Certificate of Completion in accordance with the terms of this Agreement, the City is entitled to retain the Advance in whole or in part, in the City's discretion, without rebate to Developer, in partial settlement of any claims it may have against Developer for breach of this Agreement.

## ARTICLE 4. TITLE INSURANCE/DEED

4.01 Title Insurance.

a. Commitment. Within ten (10) days after the execution of this Agreement, Developer will obtain a commitment for an owner's title insurance policy for the Property setting forth the status of the title of the Property and all encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and all other matters of record affecting the Property subject to the terms, covenants, and conditions of this Agreement and standard exceptions (the "**Title Commitment**"). The Title Commitment will be in the amount of the Purchase Price and will be issued by a responsible title insurance company, located within the city of Detroit and licensed to do business in the State of Michigan, and/or otherwise acceptable to the City,. Developer shall have the right, promptly upon receipt of a copy of said commitment, to identify in writing those exceptions and/or title encumbrances identified therein that are unacceptable to it, in which event the City shall have reasonable opportunity (but not the obligation) to cure or remove such exceptions (if any) and to satisfy any other requirements set forth therein. The City's failure or inability to do so, or

conscious decision not to do so, communicated in writing to Developer, shall give Developer the right to terminate this Agreement and be relieved of all further obligation to perform hereunder, in which event the City shall promptly return any and all funds deposited by Developer with the City as an Advance as defined in § 3.02 herein above.

b. Policy. The City **WILL NOT** order or pay the premium for an owner's policy of title insurance, nor will the City provide any estoppel or seller's certificate to the Developer or the title insurance company. Any title insurance policy insuring Developer's title to the Property, whether an owner's or mortgage policy, with or without standard exceptions, will be at Developer's expense.

#### 4.02 Title/Deed.

a. Conveyance. At the Closing, if Developer has complied with all of those terms and conditions precedent to Closing as specified hereunder, the City will deliver the Deed to the Property to Developer.

b. Title conveyed. Such conveyance and title shall be a determinable fee pursuant to Sections 13.01 and 16.02, and shall, in addition to the conditions and covenants hereinafter provided for, be subject to existing easements and restrictions of record, all applicable zoning and building laws, and other encumbrances (if any) specifically referred to in Exhibit A. Developer acknowledges that the City has not made, and by execution of this Agreement or any Deed does not make, any representations or warranties whatsoever with respect to title to the Property.

### **ARTICLE 5. TAXES AND ASSESSMENTS**

5.01 Property on Tax Rolls at Closing. In the event that the Property is on the tax rolls at the date of Closing, all taxes and assessments which have become a lien upon the Property at the date of Closing shall be paid by the City provided that current City and County taxes shall be prorated and adjusted to the date of Closing or transfer of possession, whichever is earlier, on a due date basis.

5.02 Property Not on Tax Rolls at Closing. In the event that the Property is not on the tax rolls at the date of Closing, Developer agrees to pay to the City at Closing an amount equal to the *ad valorem* taxes and assessments which would have been levied had the Property been on the tax rolls, prorated from the date of Closing or transfer of possession, whichever is earlier, to the dates when the next tax bills are issued after the date the Property is placed back on the tax rolls. The Property will be placed back on the tax rolls as of December 31 of the year in which the Closing or transfer of possession takes place. For example, if the date of Closing or transfer of possession is on or before December 31, 2014, the Property would be placed back on the tax rolls effective December 31, 2014, and the next tax bills issued would be July 1, 2015 for the summer taxes and December 1, 2015 for the winter taxes. The payment for taxes would be prorated to June 30, 2015 and November 30, 2015, respectively. If the date of Closing and transfer of possession take place on or after January 1, 2015, the Property will not be placed on the tax rolls until December 31, 2015, and tax bills will not be issued until July 1 and December 1, 2016. In that case, the payment for taxes would be prorated to June 30 and November 30, 2016.

## ARTICLE 6. REPRESENTATION AND WARRANTIES

**6.01 Inducement.** In order to induce the City to enter into this Agreement, Developer represents and warrants to the City that:

a. **Organization and Qualification.** It is a duly organized corporation, partnership, limited liability company, joint venture, or sole proprietorship [*as applicable*], validly existing and in good standing under the laws of the State of Michigan, and has full power and authority to carry on its business as it is now being conducted.

b. **Power to make Agreement.** It has the power to make, deliver and perform this Agreement and finance the Improvements in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

c. **Lack of Legal Impediments.** The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement, or any provision of Developer's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws or operating agreement) and will not violate any provision of, or constitute a default under, any agreement or contract to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement. Developer has paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City. Developer is not in default to the City

d. **Legal Operation.** It is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

e. **Litigation.** As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened, against it or any of its property, by the City, or that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement, or by it against the City.

f. **Financial Statements.** The financial statements previously submitted to the City in connection with this Agreement (i) are complete and correct in all material respects, (ii) accurately present its financial condition as of the dates, and the results of its operations for the periods, for which same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.

g. **Other Information.** To the best of its knowledge, all other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter and all projections of future results are, in its opinion, reasonable.



h. Other Agreements. To the best of its knowledge, it is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and it is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

i. Brokerage and Finder's Fees and Commissions. It will indemnify the City and hold it harmless with respect to any commissions, fees, judgments, or expenses of any nature and kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents incident to this Agreement and the transaction contemplated hereby resulting from any acts by Developer or any litigation or similar proceeding arising therefrom unless the City has by separate agreement provided for such payment.

j. Security Ownership. The listing of the record owners owning ten percent (10%) or more of the securities or membership interests issued by Developer and Affiliates as of the date of this Agreement which indicates the names of such record owners, their percentage ownership thereof, the type of security or interest owned thereby, the number of shares or units of such security or interest and the issuer thereof, is true and complete in all respects. It has no knowledge of any persons or entities other than the record owners of said securities or interests having any beneficial or other interest therein.

6.02 Survival. All of the representations and warranties contained in this Article 6 or pursuant hereto shall survive the delivery of the Deed and shall remain in full force and effect until the Certificate of Completion is issued. If the Property is to be acquired in phases, the City may, in its discretion, require Developer to execute a document reaffirming the continuing validity of these representations and warranties as a condition to closing on each phase. Developer shall indemnify and hold the City harmless from and against, and shall be obligated to pay and reimburse the City for, any and all loss and damage (including reasonable attorneys' fees, whether inside or outside counsel) which the City may sustain or incur as a result of any misrepresentation or breach of warranty on the part of Developer due to the City's reliance thereon.

## **ARTICLE 7. TESTS AND SURVEYS; CONDITION OF PROPERTY**

7.01 Surveying and Testing. The City will, prior to the transfer of possession or title, authorize Developer through and in accordance with a fully executed Right-of-Entry, to make soil boring and bearing tests and undertake such surveying and environmental and other due diligence activities as Developer deems appropriate, provided such does not interfere with the use (including demolition or site improvement activities) of the City or the use of any tenant in possession, if any, and subject to the Developer's compliance with the requirements of this Article 7 and elsewhere in this Agreement. All such testing shall be done at Developer's risk and expense. Subject to the terms of the aforementioned Right of Entry, Developer shall give prior notice to the City to inspect and investigate the condition of the Property, including its environmental condition and shall conduct such inspection and investigation as Developer desires during normal business hours. Prior to entering onto the Property for such purposes, Developer shall (i) request authorization from the Building, Safety, Engineering and Environmental Department and provide details of the intended activities and other documentation deemed necessary by the City, (ii) obtain a Right-of-Entry letter from City, (iii) execute said letter, and (iv) comply with all conditions and

requirements stated therein. Developer shall use all reasonable efforts to minimize damage to the Property in connection with such entry and shall fully restore the Property to the condition existing prior to such entry. Developer shall indemnify, defend and hold the City harmless from and against, any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City as a result of the Developer's activities in accordance with the Right-of-Entry. Developer shall submit to the City a copy of each survey or report generated as a result of such activities.

7.02 Condition of Property. Developer takes the Property as it finds it, "AS IS", and the City makes no implied or express representations or warranties as to its fitness for absolutely any purpose whatsoever, including but not limited to the proposed use(s) set forth in this Agreement in Article 13, Exhibit B, or otherwise, any warranty that the Property is fit for the Developer's purpose or regarding the presence or absence of Hazardous Materials at, on, in, under, about or from the Property and compliance of the Property with Environmental Laws, or otherwise. Developer acknowledges that neither the City or any agent of the City has made any warranty, representation or agreement, either express or implied, and that Developer has not relied on any representation, warranty or agreement of any kind made by the City or any agent or employee of the City concerning (a) the physical or environmental condition of the Property; or (b) the presence or absence of any condition, substance or material, including but not limited to any waste material, equipment or device at, in, on, about, under, or from the Property. Developer agrees that the disclosures of the City concerning the Property and its condition are intended to satisfy any duties the City may have under the law, including but not limited to statutes, Environmental Laws and common law. Developer shall rely solely on its own due diligence with respect to such inquiries, investigations and assessments. By executing this Agreement, Developer acknowledges that it is satisfied with the condition of the Property, subject only to inspection of the Property, review of title, and the results of the tests, investigations, and surveys permitted under Section 7.01, above. If, within \_\_\_\_\_ (\_\_\_) days after the execution of this Agreement by the City and the Developer, Developer fails to undertake such investigations and/or obtain such test results and surveys, or fails to object to the condition of the Property based upon the results of such tests, investigations or surveys, or fails to deliver copies of any and all reports of such tests, investigations and/or surveys to the City, Developer shall be deemed to have waived any right to object to the condition of the Property and shall be deemed to have declared its full satisfaction therewith.

7.03 Release of City from Liability; Indemnification. Developer hereby releases the City and its officials, employees, and agents (but not any third party) from any and all liability for any defects in or conditions of the Property, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon, including but not limited to conditions described in Section 19.05, but subject to Section 19.05. Subject to Section 19.05, Developer hereby expressly agrees to and shall indemnify and hold the City harmless from any claims by it or any other party for any personal injury or other loss resulting from any such Property conditions that occur or accrue after the date of possession or Closing, whichever is earlier.

7.04 Section 16 of NREPA. Check the box below if the Property is a "facility" under Part 201 of NREPA and provide the required information.

Pursuant to the requirements of Section 16 of Part 201 of NREPA, MCL 324.20116, Developer agrees that the City has notified Developer that the property is a "facility" as that term is defined in Part 201 of NREPA. The general nature and extent of any land or resource restrictions

or any release at or from the facility that is known to the City is more fully described in certain reports, copies of which have been provided to Developer. By its execution of this Agreement, Developer acknowledges receipt of the following reports:

*[Identify such environmental reports, if any, including Phase I and Phase II Environmental Site Assessments, with specificity. If none, so state.]:*

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*[If the Property is not a "facility" as defined in NREPA, insert "NA" for "Not Applicable": \_\_\_].*

**ARTICLE 8. CLOSING**

**8.01 Time and Place of Closing.** The City will notify Developer of the prospective closing date not less than ten (10) calendar days prior to the Closing, unless otherwise agreed between the parties. The Closing shall take place within thirty (30) days after satisfaction of the conditions to closing as specified in Section 8.02 of this Agreement, but in no event later than \_\_\_\_\_ (\_\_) months after the date of this Agreement. If Closing has not taken place within \_\_\_\_\_ (\_\_) months after the date of after the date of this Agreement, and the City has not consented to any extension, then the City may terminate this Agreement upon written notice to Developer. The Closing shall take place at the office of the City's Planning & Development Department, or such other location in downtown Detroit designated by the City.

**8.02 Conditions to Closing.**

a. **City's Obligations to Close.** The obligation of the City to effect a Closing hereunder shall be subject to receipt of a resolution by the Detroit City Council authorizing the transaction, fulfillment of all conditions contained therein and fulfillment by Developer of each of the following conditions precedent:

1. **Legal Opinion of Developer's Counsel.** There shall have been a legal opinion delivered to the City by outside counsel to Developer dated the Closing date, and supported by a certificate from Developer, to the effect that:

(a) That Developer is a duly organized corporation, partnership, limited liability company, joint venture or sole proprietorship *[as applicable]*, validly existing and in good standing under the laws of the State of Michigan, and is in good standing in each jurisdiction, where the nature of the business conducted by it or the properties owned or leased by it requires such qualifications.

(b) Developer has the power to make, deliver and perform this Agreement, to give the required Advance, to borrow pursuant to this Agreement and to make, deliver and perform all required loan instruments necessary for the performance of this Agreement and has taken all necessary action to authorize each of the foregoing.

(c) This Agreement has been duly executed and delivered by a duly authorized officer, partner, or member of Developer, and this Agreement constitutes a valid obligation of Developer, legally binding and enforceable upon it in accordance with its terms.

(d) So far as is known to such counsel, the execution, delivery, and performance of this Agreement will not violate any provision of any existing law or regulation, order or decree of any court or governmental entity, or any provision of Developer's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws, or operating agreement) or violate any provision of or constitute a default under any agreement or contract to which Developer is a party.

(e) No Default known to such counsel has occurred and is continuing under this Agreement.

(f) So far as is known to such counsel, Developer is in compliance with all zoning requirements, and all other applicable state and federal statutes and regulations and local laws applicable to the conduct of Developer's business as presently being conducted, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

2. Resolution of Developer's Authority. Developer shall furnish to the City a certified copy of a resolution satisfactory to the City in form and substance, duly adopted by the Board of Directors or Members of Developer, or an authorized vote of the partners or joint venturers, authorizing the execution, delivery and performance of this Agreement and all other documents and actions contemplated hereunder. Developer shall also furnish to the City an incumbency certificate, executed by the corporate secretary or proper manager of Developer, identifying the officers or Managers of Developer.

3. Documents and Legal Matters. All documents reasonably requested by the City shall have been submitted to the City and shall be satisfactory in form and content as determined by the City.

4. Delivery of Financing Documents. Developer shall have furnished the City evidence satisfactory to the City of Developer's financial ability to complete the Project, which evidence, if requested by the City, may consist of validly executed financing documents acceptable to the City from qualified financial institutions of recognized responsibility, evidencing (i) sufficient capital on deposit to secure financing, which capital shall not be subject to withdrawal prior to Closing, and (ii) legally binding and enforceable commitments for obtaining financing. The City may, in its discretion, waive such requirements if Developer submits other evidence satisfactory to the City of Developer's financial ability to complete the Project.

5. Evidence of Insurance. Developer shall obtain, prior to Closing and prior to entry onto the Property for the purposes set forth in Article 7, and maintain at its expense during the term of this Agreement and any extension thereof the insurance described in Section 9.02. Developer shall provide evidence of such insurance to the City in accordance with Section 9.02.

6. Payment of Purchase Price and Closing Costs. Developer shall have tendered payment of the Purchase Price, the Advance, and the closing costs payable by Developer.

7. No Default. There shall be no existing Default by Developer under this Agreement.

8. Delivery of Construction Plans. Developer shall have delivered to P&DD the documents required pursuant to Article 10 of this Agreement.

9. Resolution of the Detroit City Council. The Detroit City Council shall have by resolution duly authorized the execution, delivery, and performance of this Agreement, and all other documents and actions contemplated hereunder (the “Resolution”), and all conditions contained in the Resolution shall have been satisfied.

b. Developer's Obligations to Close. The obligation of Developer to effect a Closing hereunder shall be subject to the fulfillment by the City of each of the following conditions precedent:

1. Title. Title to the Property shall be in the form required by this Agreement.

2. City Council Approval. The City Council shall have adopted a resolution authorizing the transaction contemplated by this Agreement.

3. Acceptable Condition of Property. The physical and environmental condition of the Property shall be acceptable to Developer, pursuant to Article 7.

8.03 Delivery of Deed and Possession. The City will deliver the Deed to the Property and the possession thereof to Developer at the Closing provided that Developer has complied with all conditions precedent as specified herein. Developer shall be responsible for recording this Agreement and the Deed and paying all recording costs (including the cost of the documentary stamp tax on the Deed, if any).

8.04 Payment of Expenses. Developer shall pay all costs, fees, and out of pocket expenses of whatsoever kind or nature related to the procurement of services of Associates and contractors, etc. which have been incurred pursuant to the making of this Agreement and shall hold the City harmless with respect to the payment of same notwithstanding anything contained herein or elsewhere to the contrary.

8.05 City's Failure to Convey. In the event the City does not tender the conveyance of the Property in the manner provided in this Agreement, and any such failure shall not be cured within thirty (30) days after written demand by Developer, then, provided Developer is not in Default under this Agreement, at the option of Developer, this Agreement shall be canceled in accordance with Section 14.04, except as to parcels previously conveyed (if any), or, if all of the conditions set forth in Section 8.02a above have been satisfied, Developer shall be entitled to seek specific performance of this Agreement.

## **ARTICLE 9. AFFIRMATIVE COVENANTS**

Developer covenants and agrees that until the Certificate of Completion is issued it will:

9.01 Maintenance of Business and Existence. Continue to engage in business of the same general type as now conducted by it so that its principal business shall continue to be as stated herein, will do all things necessary to preserve, renew, and keep in full force and effect its corporate, partnership, limited liability company, joint venture, or sole proprietorship existence *[as applicable]* and rights and franchises

necessary to continue such business and will preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

9.02 Maintenance of Insurance. Maintain at its expense during the Agreement Term and any extension thereof, the following insurance:

- a. Workers' compensation insurance for employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- b. Automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of One Hundred Thousand Dollars (\$100,000.00) each person and Three Hundred Thousand Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand Dollars (\$100,000.00) each occurrence.
- c. Comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements.

Developer agrees that it will obtain a similar covenant with respect to worker's compensation insurance from all Associates. All of said insurance policies shall name Developer as the insured and, except for the worker's compensation insurance, shall name the City of Detroit as an additional insured and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the Closing. If the insurance is on a "claims made" basis, evidence of insurance shall be submitted for three (3) years after issuance of the Certificate of Completion.

9.03 Payment of Obligations. Pay and discharge all its indebtedness for borrowed money, and all liabilities for judgments, taxes, assessments and governmental charges, except where the same may be contested in good faith, and maintain adequate reserves for all contingent liabilities. Provided, that if the City has reasonable grounds to believe that Developer will not timely discharge such obligations, the City may, upon written notice to Developer, at the City's option and without waiving any of its rights hereunder, pay either before or after delinquency, any or all of the said obligations and all sums so advanced or paid by the City shall become a lien upon the Property and every payment so made shall bear interest from the date of such failure to pay to the date of repayment to the City at the interest rate applicable to a federal income tax deficiency or penalty.

9.04 Books and Records. Maintain, at all times, true and complete books, records and accounts in which true and correct entries shall be made of its transactions concerning this Agreement in accordance with generally accepted accounting principles consistently applied.

9.05 Notification of Defaults. Promptly notify the City of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

9.06 Access to Records and Premises. Afford access by the City to the Property at all reasonable times for purposes of inspection, and permit the City to inspect and make and take away copies of any and all of its records relative to this Agreement.

9.07 Notification Relating to Development Lender. Promptly notify the City of any refusal by any development lender to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred, or declaration that development stage specifications for the Project are unacceptable.

9.08 Further Information. Promptly furnish the City from time to time such other information regarding its operations, business, affairs and financial condition concerning this Agreement that the City may reasonably request.

9.09 Further Assurance. Upon request, execute and deliver, or cause to be executed and delivered, such further instruments and do or cause to be done such further acts as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

## **ARTICLE 10. CONSTRUCTION PLANS**

10.01 Submittal. At least ninety (90) days before Closing, and as a condition precedent to Closing and the issuance of any building permit, Developer shall submit to P&DD for approval Construction Plans in sufficient completeness and detail to show that the Improvements and the construction thereof will be in accordance with the provisions of this Agreement.

10.02 Approval of Construction Plans. P&DD shall promptly review the submitted Construction Plans. If the Construction Plans conform to the terms and provisions of this Agreement, as determined within the sole and reasonable discretion of P&DD, P&DD shall approve in writing such Construction Plans and no further filing by Developer or approval by P&DD thereof shall be required in satisfaction of this Agreement except with respect to any material change. In the event of a dispute with respect to what constitutes a material change, P&DD's reasonable determination shall control. If Developer desires to make any material change in the Construction Plans after their approval by P&DD, Developer shall submit the proposed change to P&DD for its approval. It shall be within P&DD's sole and reasonable determination to approve or reject such change.

If P&DD rejects the Construction Plans in whole or in part as not being in conformity with this Agreement, Developer shall submit new or corrected Construction Plans which are in conformity therewith within thirty (30) days after written notification to Developer of such rejection.

The provisions herein provided relative to approval, rejection and resubmission of corrected Construction Plans with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by P&DD; provided, however, that in any event, Developer is required to submit Construction Plans which are in conformity with this Agreement, as determined by P&DD, no later than ninety (90) days after the date P&DD provides notice to Developer of P&DD's first rejection of the original Construction Plans submitted to it by Developer.

10.03 Other Approvals. Approval by P&DD of the Construction Plans is in addition to any approvals by the City's Buildings & Safety Engineering Department (or other agencies or departments) for building permits, use permits, certificates of occupancy, zoning approvals and variances, and other permits whether required by other City departments and/or agencies or otherwise. Developer shall be responsible for applying for all permits and zoning approvals and/or variances to allow for the uses it will make of the Property and the Improvements it will construct on the Property. Execution of this Agreement by the City shall not be deemed a grant of such permits, approvals, or variances, or a waiver of any of the procedural or substantive requirements of the departments and/or agencies responsible for issuing the permits, approvals and/or variances.

## **ARTICLE 11. PERFORMANCE OF CONSTRUCTION**

11.01 Commencement and Completion. Developer shall promptly begin and diligently complete the development of the Property throughout the construction of the Improvements thereon, and shall begin such construction within \_\_\_\_\_ **days** or \_\_\_\_\_ **months** from the date of Closing. Construction shall be completed within \_\_\_\_\_ **days** or \_\_\_\_\_ **months** of the date of Closing.

### 11.02 Certificate of Completion.

a. Subsequent to the proper completion of the Improvements in accordance with the provisions of this Agreement, the City shall furnish Developer with an instrument certifying such completion (herein called the “**Certificate of Completion**”). Upon written request by Developer, the Property may be divided into parts or parcels, provided that such subdivision, in the opinion of the City, is not inconsistent with the Development Plan or this Agreement. At its sole discretion, the City may furnish Developer with individual Certificates of Completion upon proper completion of the Improvements relating to any such part or parcel.

b. When Developer considers all Project work required hereunder to be complete, in conformance with this Agreement, and ready for final inspection, it shall so notify the Director of P&DD (herein called the “**Director**”). Within thirty (30) days of such written notification, the Director will thereafter make or cause to be made such inspection. If, upon such inspection, the Director finds the entire work not fully completed or portions not acceptable under the terms and conditions of this Agreement, the Director will so notify Developer in writing indicating in detail in what respects Developer has failed to complete the Improvements in accordance with this Agreement or is otherwise in Default, and what measures and acts Developer must take or perform in order to cure such nonconformity or Default. Developer shall thereafter promptly complete the Improvements in accordance with such directive so as to conform the construction of the Improvements as required by this Agreement.

c. Upon the Director's determination that the Project is complete and in conformance with all provisions and requirements of this Agreement, the Director shall issue the Certificate of Completion.

d. Except as may be stated therein, the Certificate of Completion shall be a conclusive acknowledgment by P&DD of satisfaction by Developer of its obligations under this Agreement for the portion of the Property addressed by the Certificate of Completion, except as provided in Sections 13.01b, 13.01c and 13.01d hereof. The Certificate of Completion shall not, however, constitute evidence of compliance with or satisfaction of (i) any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage,



securing money loaned to finance the Improvements, or any part thereof, or (ii) the requirements of any department, agency or entity with respect to any building, occupancy, or other permits.

e. The Certificate of Completion shall be in such form as can be recorded against the Property. The cost of recording the Certificate of Completion shall be the responsibility of Developer.

f. In the Director's discretion, Certificates of Completion may be given for each phase if the Project is developed in phases.

## **ARTICLE 12. COST OF CONSTRUCTION**

Developer shall be solely responsible for and shall pay in a timely manner all costs and expenses of whatsoever kind or nature constituting the cost of construction of the Improvements and development of the Project.

## **ARTICLE 13. RESTRICTIONS ON USE**

13.01 Covenants Regarding Use of Property. Developer covenants for itself and its successors and assigns and every successor in interest to the property, or any part thereof, that Developer and its successors and assigns shall:

a. Devote the Property only to and in accordance with the uses specified in this Agreement. This covenant shall be construed to run with the Property until the issuance of the Certificate of Completion.

b. *[If applicable]* Devote the Property to and only to and in accordance with, the uses specified in the Development Plan. This covenant shall be construed to run with the Property until the expiration of the period specified in the Development Plan.

c. *[If applicable]* Rehabilitate and maintain the Property in accordance with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings", if applicable. This covenant shall be construed to run with the Property in perpetuity, without limitation as to time; however, the Michigan State Historic Preservation Officer may, for good cause, modify or cancel any or all of the restrictions of this Subsection upon written application.

d. Not discriminate upon the basis of race, religion, sex, creed or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof. This covenant shall be construed to run with the Property in perpetuity, without limitation as to time.

## **ARTICLE 14. INABILITY TO OBTAIN FINANCING OR PERMITS**

14.01 Inability to Obtain Financing. In the event that, prior to the Closing, Developer shall be unable, after diligent effort, to obtain financing to construct the Improvements, as determined within the reasonable discretion of the City, on terms that would generally be considered satisfactory by builders or contractors for Improvements of the nature and type provided in the Construction Plans, then Developer and the City shall each have the right to cancel this Agreement.

14.02 Inability to Obtain Permits, Zoning Variances. If prior to the Closing Developer notifies the City that it has been or will be unable, after diligent effort, to obtain permits to allow for the uses it intends to make of the Property or the construction of Improvements or that under the zoning ordinances the Property cannot be used for the purposes and/or uses set forth in this Agreement and Developer, after diligent effort, has been unable to obtain the necessary zoning variances or approvals, then this Agreement shall be canceled in accordance with Section 14.04.

14.04 Cancellation. In the event of cancellation of all or any part of this Agreement as specified above, the City shall refund the Advance, without interest, less any costs incurred by the City or any damages the City sustains to return the Property to the condition before Developer's entry upon the Property. Upon such cancellation the Developer shall have no further rights in or to this Agreement or the Property, and no claim against the City under this Agreement with respect to conveyancing or development of the Property.

## **ARTICLE 15. DEFAULTS AND EVENTS OF DEFAULT**

15.01 Default by Developer. The occurrence of any one or more of the following events shall constitute a Default of this Agreement by Developer:

- a. Developer violates its obligation with respect to the commencement or completion of the construction of the Improvements, as specified in this Agreement.
- b. Developer fails to pay, when due, real estate taxes or assessments on the Property or any part thereof or places thereon any Encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made or any materialman's, mechanic's, or construction lien or any other unauthorized Encumbrance to attach.
- c. Developer violates any of the terms and conditions of the Fair Employment Practices Provision, Article 23 herein.
- d. There is any transfer of all or any part of the Property or of any right or interest in all or any part of the Property; or, in violation of Section 18.02 hereunder, there is any change in excess of ten percent (10%) or more in the or distribution of Developer's ownership interests or stock or with respect to the identity of the parties in control of Developer or the degree thereof.
- e. Developer admits in writing its inability to pay its debts generally as they become due, or Developer ceases to conduct business in the normal course by reason of any of the following: (i) The making by Developer of any general arrangement or general assignment for the benefit of creditors; (ii) Developer becoming a "debtor" as defined in 11 USC § 101 or any successor statute thereto (unless, in the case of a petition filed against Developer, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where possession is not restored to Developer within sixty (60) days; (iv) the attachment, execution or other judicial seizure of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where such seizure is not discharged

within sixty (60) days; or (v) its voluntary or involuntary dissolution. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.

f. Developer violates any of the terms and conditions of this Agreement and, except as otherwise provided in this Section 15.02, Developer fails to cure the same after receipt of written notice by the City to cure said Default.

g. Developer does not acquire the Property pursuant to a Closing in accordance with this Agreement.

15.02 Failure to Cure Default. Any such Default on the part of Developer as set forth in Section 15.01 and the failure of Developer to cure such Default within thirty (30) days after written notice and demand by the City to cure said Default shall be deemed to constitute an **Event of Default**, provided, however, that if the nature of Developer's Default is such that more than the cure period provided is reasonably required for its cure, then Developer shall not be deemed to be in default if Developer, with the City's acknowledgment and consent, commences such cure within said period and thereafter diligently pursues such cure to completion. If Developer is in good faith contesting any amount due under Subsection 15.01b, Developer may, in lieu of paying said amount, deposit said amount in an escrow account which shall be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, Developer may bond over the lien in the manner prescribed by law. Defaults pursuant to Subsections 15.01d, 15.01e, and 15.01g are hereby deemed to be material, non-curable Events of Default without the necessity of any notice by the City to Developer thereof. The City may, in its sole discretion, waive in writing any Default or Event of Default by Developer.

15.03 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City within a reasonable time, but in no event later than ninety (90) days, after written notice by Developer to the City, specifying wherein the City has failed to perform such obligation, provided, however, that if the nature of the City's obligation is such that more than ninety (90) days are reasonably required for performance then the City shall not be in default if the City commences performance within such ninety (90) day period and thereafter diligently pursues such performance to completion.

## **ARTICLE 16. REMEDIES**

16.01 Prior to Conveyance. Upon an Event of Default prior to conveyance of the Property, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.02 Subsequent to Conveyance. It is expressly understood and agreed between the parties hereto that during the Agreement Term the conveyance of the Property to Developer shall be construed and interpreted as the conveyance of a fee simple determinable until issuance of the Certificate of Completion, and that such conveyance shall endure only so long as subsequent to the conveyance and prior to the issuance of the Certificate of Completion there has been no Event of Default. Upon an Event of Default and the City's recording of a notice thereof, title to the Property shall automatically revert in the City,

except for parcels previously conveyed where a Certificate of Completion has been issued by the City. Upon such re-vesting of title, the City shall have the right to re-enter and take immediate possession of the Property. Upon an Event of Default, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. Developer shall execute and deliver to the City at Closing a deed for the Property for the purpose of conclusively evidencing the re-vesting of title to the Property in the City upon termination in connection with an Event of Default. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.03 Appointment of Attorney-in-Fact. Pursuant thereto, Developer hereby irrevocably constitutes and appoints the City, upon an Event of Default, to act as its true and lawful agent and attorney-in-fact, and grants the City full power and authority, upon an Event of Default, to execute in its name and on its behalf one or more consents, acknowledgments, judgments, or deeds effecting, evidencing, or perfecting the conveyance of the Property to the City, together with all of Developer's rights, title, and interest therein. Developer shall be bound thereby as if an authorized officer of Developer had personally executed same. Developer shall execute simultaneously with this Agreement an “**Irrevocable Power of Attorney**” (in substantially the form of Exhibit D attached hereto and made a part hereof) granting such authority to the City.

16.04 Vacation of Property. Developer further acknowledges that any delay or failure to immediately vacate the Property after title to the Property has vested back in the City will cause irreparable injury to the City not adequately compensable in damages and for which the City has no adequate remedy at law. Developer accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel Developer to vacate and abandon such Property, as well as liquidated damages in the amount of 150% of the rental rate for similar properties per day for each day of such failure or delay.

16.05 Remedies Cumulative. The rights and remedies of the City, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

16.06 Waiver of Defense. Developer, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the ground of its or their being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law. Such waiver shall include, but shall not be limited to all claims and defenses based upon extensions of time, indulgence, or modification of terms of this Agreement.

16.07 Reimbursement of Costs. Developer shall reimburse the City for its expenses, including reasonable attorney fees (whether inside or outside counsel), incurred by the City in connection with the enforcement of or the preservation of any rights under this Agreement including, but not limited to, any costs, damages, and expenses related to the recapture, management and resale of the Property.

16.08 Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 16.02, the City shall, pursuant to its responsibilities under the State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 18 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law, the Development Plan and this Agreement, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Development Plan and this Agreement. Upon such resale of the Property, the proceeds thereof shall be applied as follows:

- a. First, to reimburse the City for all costs and expenses incurred by the City (including, but not limited to, attorneys' fees and salaries of personnel) in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all insurance premiums, taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any Encumbrances existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent Encumbrances due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by Developer and its successor or transferee.
- b. Second, to reimburse Developer, its successor or transferee, up to the amount equal to lesser of: (i) the Purchase Price paid by it for the Property (or allocable to the part thereof), plus the lesser of (A) the cash actually expended by it for labor and materials in performing the construction of the Improvements on the Property or (B) the value of the Improvements, measured by the increase (if any) in the fair market value of the Property attributable solely to the Improvements; or (ii) the fair market value of the Property as determined by the City's Assessor; and less any gains or income withdrawn or made by Developer, its successor or transferee, from this Agreement or the Property.
- c. Any balance remaining after such reimbursements shall be retained by the City as its property.

16.09 Estate Conveyed. Notwithstanding anything contained in this Agreement to the contrary, the estate conveyed hereby shall be deemed to be a determinable fee during the Agreement Term, and upon the issuance of the Certificate of Completion the possibility of reverter retained by the City shall automatically expire as to that part of the Property described therein.

## **ARTICLE 17. COVENANTS TO RUN WITH LAND**

Except as provided for in Article 13 hereunder, each and all of the covenants, restrictions, reservations, conditions, and provisions contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Property and the community, and during the Agreement Term will be construed and interpreted by the parties hereto as covenants running with the land. Pursuant hereto Developer, by accepting the Deed to the Property, accepts same subject to such covenants, restrictions, reservations, conditions, and provisions and agrees for itself, its successors and assigns to be bound by each of such covenants, restrictions, reservations, conditions and provisions. The City shall have the right to enforce such covenants, restrictions, reservations, conditions and provisions against Developer, its successors and assigns to or of the Property or any part thereof or any interest therein.

## **ARTICLE 18. RESTRICTION UPON SPECULATION AND ASSIGNMENT**

18.01 No Speculation. Developer represents that its purchase of the Property and its other undertakings pursuant to this Agreement are for the purpose of development of the Property in accordance herewith and not for speculation.

18.02 Stock Transfers or Other Transfers of Ownership Interests. Prior to completion of the Improvements as certified by the City there shall be no transfer by any party owning ten percent (10%) or more of the shares or other ownership interests in Developer without the prior written approval of the City. There shall not be, without prior written approval of the City, any other similarly significant change in the ownership of such stock or other interests or in the relative distribution thereof or with respect to the identity of the parties in control of Developer by other means, whether by increased capitalization, merger with or acquisition by another legal entity, or by amendment of organizational documents or issuance of additional or new ownership or membership interests, shares or classifications thereof, or otherwise. Notwithstanding anything contained in this Section 18.02 or elsewhere in this Agreement, the owners of interests in Developer shall be permitted to transfer such ownership interests to (i) other existing owners of such interests or (ii) member(s) of their immediate family, or (iii) trusts in connection with estate planning, or (iv) entities owned by any of the foregoing, provided that such a permitted transfer does not constitute or cause a significant change in the identity of parties in control of Developer.

18.03 Membership in Non-Profit Entity. If Developer is a non-profit entity, the limitations on transfers set forth in Section 18.02 shall not apply to changes of membership in Developer nor to changes in the identity of the parties in control of the non-profit entity occasioned by the routine election of members of its governing body or the filling of vacancies occurring from time-to-time on said governing body provided that Developer remains a non-profit entity.

18.04 Prior Approval of Assignment. Developer will not, prior to the issuance of the Certification of Completion, make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement or the Property, without the prior written approval of the City. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer, and if the proposed transfer relates to a part of the Property, such obligations to the extent that they relate to such part. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and

agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). The consent of the City to an assignment or transfer in any one case shall not relieve Developer or the transferee of the obligation to obtain the consent of the City for any additional assignments or transfers.

18.05 Consideration for Assignment. Prior to the City's approval of any assignment pursuant to Section 18.04, Developer shall certify to the City that the consideration paid for the transfer of any of Developer's interest in this Agreement or the Property does not exceed an amount representing the actual cost (including carrying charges) incurred by Developer for the purchase of the Property and the construction of any Improvements on the Property (or allocable to the part or interest transferred); it being the intent of this Section to preclude assignment of this Agreement or transfer of the Property for profit prior to the issuance of the Certificate of Completion. In the event Developer transfers any such interest at a profit, said profit shall belong to and forthwith be paid to the City.

18.06 Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the City, neither Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other Encumbrance upon the Property, whether by express agreement or operation of law, or suffer any Encumbrance to be made on or attach to the Property, except for the purposes of obtaining funds only to the extent necessary to purchase the Property and make the Improvements. Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property or any part thereof and shall promptly notify the City of any Encumbrance that has been created on or attached to the Property, whether by voluntary act of Developer or otherwise.

18.07 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including any other party who thereafter obtains title to the Property or such part from or through such holder or any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Development Plan and this Agreement.

18.08 Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any Default by Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

18.09 Mortgagee's Option to Cure Default. After any Default referred to in Article 15 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Default (or such Default to the extent that it relates to the part of the Property covered by its mortgage)

and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the Default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond emergency measures necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a Certificate of Completion with respect thereto.

18.10 City's Option to Pay Mortgage Debt or Purchase Property. In any case where, subsequent to the Default by Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof: (i) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the Default; or (ii) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon between the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such Default shall not have been cured within sixty (60) days after written demand by the City so to do, then the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

18.11 City's Option to Cure Mortgage Default. In the event of a default or breach during the Agreement Term by Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an Encumbrance upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage or Encumbrance relates) for such reimbursement; provided, that any such lien shall be subject always to the lien of (including any lien contemplated because of advances yet to be made) any then existing mortgages on the Property authorized by this Agreement.



18.12 Mortgage and Holder. For the purposes of this Agreement, the term “**mortgage**” shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term “**holder**” in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commission, the Administrator of Veterans Affairs, and any successor in office of either such official.

## **ARTICLE 19. INDEMNITY**

19.01 Developer Indemnifications. Developer agrees to and shall indemnify and save harmless the City, its agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this Agreement:

- a. any negligent or tortious act or omission of Developer or its Associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or
- b. any failure by Developer or its Associates to perform their obligations either implied or expressed under this Agreement.

Developer also agrees to hold the City harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant to Developer’s activities under this Agreement or any contract entered into by Developer in connection therewith unless such loss or injury is caused by the City’s gross negligence or willful misconduct.

19.02 Defense of Claims. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, Developer, upon notice from the City, will at its sole cost and expense, resist and defend the same, using legal counsel reasonably acceptable to the City.

19.03 Safeguarding Property. Developer agrees that it is its responsibility and/or that of its Associates and not the responsibility of the City to safeguard the property and materials that Developer or its Associates use or have in their possession while performing under this Agreement. Further, Developer agrees to hold the City harmless for any loss of such property and materials used by any such persons pursuant to the performance of this Agreement or which is in their possession.

19.04 Non-Liability of the City. From and after the date of Closing, the City shall not be responsible or liable to Developer, and Developer hereby releases the City from liability, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Property. From or after the date of Closing or the date Developer takes possession of the Property, whichever is earlier, Developer shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Property and its appurtenances, as hereinbefore stated. The City shall not be responsible for any loss or damage resulting to Developer or its property or to any other person or persons on their property which may be caused by the bursting,

stopping, or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main, unless caused by the City's gross negligence or willful misconduct.

19.05 Hazardous Materials.

a. Representations and Warranties. Notwithstanding anything to the contrary which may be contained in this Agreement, Developer represents, warrants and covenants to the City as follows:

1. Developer shall not directly or indirectly use the Property for the purpose of storing Hazardous Materials, nor shall Developer directly or indirectly use the Property in a manner which will cause or increase the likelihood of causing the release of Hazardous Materials onto the Property, other than those Hazardous Materials which are necessary and commercially reasonable for the conduct of Developer's business operated on the Property and which Hazardous Materials have been at all times prior to the date hereof, and at all times hereafter shall be, handled and disposed of in compliance with all Relevant Environmental Laws (as defined in Subsection 19.05b1 below) and industry standards and in a commercially reasonable manner by Developer.

2. Developer is not aware of any claims or litigation, and has not received any communication from any person (including any governmental authority), concerning the presence or possible presence of Hazardous Materials at the Property or concerning any violation or alleged violation of the Relevant Environmental Laws respecting the Property, other than as disclosed to Developer by the City or as disclosed in or as a result of the tests, surveys and investigations performed under Section 7.01 above. Developer shall promptly notify the City of any such claims and shall furnish City with a copy of any such communications received by Developer. To the best of Developer's knowledge, there are no underground storage tanks located on the Property, other than as disclosed in or as a result of the tests, surveys and investigations performed under Section 7.01.

3. Developer shall notify the City promptly and in reasonable detail in the event that Developer becomes aware of or suspects the presence of Hazardous Materials or a violation of the Relevant Environmental Laws at the Property.

4. From and after the date of Closing, Developer shall ensure that the Property complies and continues to comply in all respects with the Relevant Environmental Laws.

5. If the Property is used or maintained so as to subject Developer, the City or the user(s) of the Property to a claim of violation of the Relevant Environmental Laws (unless contested in good faith by appropriate proceedings), Developer shall immediately cease or cause a cessation of those aspects of the use or operations causing the violation and shall remedy and cure in compliance with the Relevant Environmental Laws any conditions arising therefrom at its own cost and expense.

b. Definitions.

1. "**Relevant Environmental Laws,**" as referred to herein, shall mean all applicable federal, state, and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, whether in the past, the present or the future, with respect to:

- (a) the installation, existence, or removal of, or exposure to, Asbestos on the Property.
- (b) the existence on, discharge from, or removal from the Property of Hazardous Materials.
- (c) the effects on the environment of the Property or of any activity now, previously, or hereafter conducted on the Property.

Relevant Environmental Laws shall include, but are not limited to, the following: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, *et seq.*; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Resource Conservation and Recovery Act, 42 USC Sections 6901, *et seq.*; the National Environmental Policy Act, 42 USC Section 4321; the Safe Drinking Water Act, 42 USC Sections 300F, *et seq.*; the Toxic Substances Control Act, 15 USC Section 2601; the Hazardous Materials Transportation Act, 49 USC Section 1801; the Federal Water Pollution Control Act, 33 USC Sections 1251, *et seq.*; the Clean Air Act, 42 USC Sections 7401, *et seq.*; and the regulations promulgated in connection therewith; (ii) Environmental Protection Agency regulations pertaining to Asbestos (including 40 CFR Part 61, Subpart M); Occupational Safety and Health Administration Regulations pertaining to Asbestos (including 29 CFR Sections 1910.1001 and 1926.58) as each may now or hereafter be amended; and (iii) any state and local laws and regulations pertaining to Hazardous Materials and/or Asbestos.

2. **“Asbestos,”** as referred to herein, shall have the meanings provided under the Relevant Environmental Laws and shall include, but not be limited to, asbestos fibers and friable asbestos as such terms are defined under the Relevant Environmental Laws.

3. **“Hazardous Materials,”** as referred to herein, shall mean any of the following as defined by the Relevant Environmental Laws: Asbestos; hazardous wastes; solid wastes; toxic or hazardous substances, wastes, or contaminants (including, but not limited to, polychlorinated biphenyls (PCB's), paint containing lead, and urea formaldehyde foam insulation), and discharges of sewage or effluent.

c. Developer's Obligations. At its sole cost and expense, Developer shall:

- 1. Pay immediately when due the cost of compliance with the Relevant Environmental Laws resulting directly or indirectly out of Developer's use, possession, or development of the Property.
- 2. Keep the Property free of any lien imposed pursuant to the Relevant Environmental Laws resulting directly or indirectly out of Developer's use, possession, or development of the Property.

d. City's Options. If Developer fails to comply with the requirements of this Section after notice to Developer and the earlier of the expiration of any applicable cure period hereunder, the expiration of the cure period permitted under the Relevant Environmental Laws, if any, or such earlier time if the City determines that life, person or property is in jeopardy, the City may, but shall not be obligated to, exercise its right to: (i) declare that such failure constitutes an Event of Default under Article 15 herein; and/or (ii) take any and all actions, at Developer's expense, that the City deems necessary or desirable to cure said failure of compliance.

e. Release and Indemnity. The City shall give Developer the opportunity to inspect the Property and conduct such environmental assessments and testing as Developer has deemed appropriate. The City shall not be liable to Developer for, and Developer, for itself and its successors and assigns, hereby releases the City from, any and all liability for any violation or alleged violation of the Relevant Environmental Laws respecting the Property, whether such alleged violation occurred before or after Closing and the transfer of possession to Developer. The City shall not be liable for, and Developer shall immediately pay to the City when incurred and shall indemnify, defend and hold the City harmless from and against, all loss, cost, liability, damage and expense (including, but not limited to, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that the City may suffer or incur as a result of or in connection in any way with any violation of the Relevant Environmental Laws occurring after the Closing or the date of transfer of possession, whichever is earlier, any environmental assessment or study from time to time undertaken or requested by Developer or City, or breach of any covenant or undertaking by Developer in this Section; provided, however, Developer shall have no obligation to the City with respect to: (i) indemnified liabilities arising solely from the gross negligence or willful misconduct of the City; or (ii) conditions or Hazardous Materials existing at the earlier of the time of Closing or the date of transfer of possession. Developer shall bear the burden of proof regarding the date that any alleged violation of the Relevant Environmental Laws occurred or any condition existed.

f. Survival. The provisions of this Section shall survive the termination of this Agreement.

g. Breach. Breach of any of the representations, warranties and/or covenants contained in this Article shall be a default under this Agreement; provided, however, that no breach shall be deemed to have occurred so long as, upon becoming aware of a possible breach, Developer proceeds to reasonably investigate and remedy in compliance with the Relevant Environmental Laws the matter giving rise to the possible breach.

h. Assignment of Cause of Action. The City shall, upon request of Developer, convey, assign and transfer to Developer any claim or cause of action the City may have against others in connection with any liability against which Developer has fully indemnified the City (including payment) under this Agreement.

## **ARTICLE 20. ADMINISTRATION**

20.01 Developer Personnel. Developer represents and warrants that all Developer personnel and agents and the personnel and agents of its Associates are fully qualified and authorized to perform the functions and duties assigned them under Federal, State and Local laws and governing professional association rules, if any, where such persons are employed.

20.02 Inspection by City. The City may in its sole discretion assign City employees to go on the Property to inspect the work performed by Developer or on Developer's behalf upon reasonable notice to Developer. Developer and any Associates shall cooperate fully with any City employee designated to conduct any on-site inspection or who is assigned to review relevant documents concerning the Project or construction of the Improvements.

20.03 Independent Contractor Relationship. The relationship of Developer to the City is and shall continue to be that of an independent contractor relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities,

arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto; it being understood and agreed that none of the provisions contained herein, nor any acts of the parties herein, shall be deemed to create any such relationship between the parties.

20.04 Waiver. Developer shall not hold the City liable for any personal injury incurred by an employee, agent or consultant of itself, its Affiliates or its Associates which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the City or any employee of the City acting within the scope of his or her employment. Developer hereby agrees to and shall hold the City harmless from any such claim by Developer, its employees, agents, or consultants and/or those of its Associates and Affiliates.

## **ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS**

21.01 Compliance. Developer shall comply with, and shall require in all its contracts with Associates that Associates comply with, all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, including without limitation Executive Order No. 22 and Executive Order No. 4. Developer shall require as part of any contracts issued pursuant to this Agreement that any Associate engaged by Developer shall comply with all such applicable laws, ordinances and regulations.

21.02 Intellectual Property. Developer represents and warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify Developer and Developer shall defend such claims in the City's name, but at Developer's expense, using legal counsel reasonably acceptable to the City, and shall indemnify the City against any loss, costs, expense or liability arising out of such claim, whether or not such claim is successful.

21.03 Right To Examine Books. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit all accounts chargeable against the City. Pursuant hereto the City shall have the right to examine and audit all books, records, documents, and other such supporting data of Developer with respect to the Project as the City may deem necessary.

## **ARTICLE 22. AMENDMENTS**

22.01 Form. Any change, addition, deletion, extension or modification of this Agreement (including assignments) that is mutually agreed upon by and between the City and Developer shall be incorporated in a written amendment (herein called “**Amendment**”) to this Agreement. Such Amendment shall not invalidate this Agreement nor relieve or release Developer of any of its obligations under this Agreement unless stated therein. Notwithstanding the above, P&DD approval is required for material changes in the Construction Plans pursuant to Section 10.02 of this Agreement.

22.02 Binding Effect. No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties. To be effective against the City, the Amendment must be authorized as set forth in Section 25.16 of this Agreement.

## **ARTICLE 23. FAIR EMPLOYMENT PRACTICES**

23.01 Compliance. Developer shall comply with, and shall require in all its contracts with Associates that Associates comply with, all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, including without limitation by virtue of this enumeration: (a) Americans with Disabilities Act (“ADA”) and Michigan Department of Transportation (“MDOT”) accessibility and construction requirements for sidewalks and curb cuts and ramps, and (b) City of Detroit Executive Order No. 2007-1 and Executive Order No. 2003-4. Developer shall require, as part of any contracts issued pursuant to this Agreement, that any Associate engaged by Developer shall comply with all such applicable laws, ordinances and regulations.

23.02 Non-Discrimination. Developer covenants that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. This provision shall not apply if it is determined by the City Human Rights Department that such requirements are *bona fide* occupational qualifications reasonably necessary to performance of the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Developer. Developer shall promptly furnish any information required by the City or its Human Rights Department pursuant to this Section 23.02.

23.03 Associate Notification. Developer further agrees that it shall notify any Associate of its obligations relative to non-discrimination under this Agreement when soliciting same and shall include the provisions of this Article 23 in any subcontract as well as provide the City a copy of any such subcontract upon request. Developer further agrees to take such action with respect to any such subcontract as the City may direct as a means of enforcing the provisions of this Article 23 and Article 21.

23.04 Breach. Breach of the terms and conditions of this Article shall be regarded as a material breach of this Agreement.

23.05 Remedies upon Breach. If Developer fails to comply with the preceding section and/or with any of the rules, regulations or orders as issued by the City’s Human Rights Department, the City, at its option, may:

- a. Cancel, terminate or suspend this Agreement in whole or in part.
- b. Recover from Developer an amount of \$100.00 per day, as liquidated damages and not as a penalty, for each day that Developer fails to comply with the preceding section as determined by the City’s Human Rights Department in accordance with its rules and regulations; said sum being fixed as negotiated and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty

of fixing and ascertaining the actual damages that the City would sustain in the event of such a breach of contract, and agreed to be the amount of damages that the City would sustain.

c. Utilize such other remedies as may be provided by law.

**ARTICLE 24. NOTICES**

24.01 Addresses. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called “**Notices**”) required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to the City:            Director  
Planning & Development Department  
2300 Cadillac Tower  
Detroit, Michigan 48226

With a copy to:        Corporation Counsel  
City of Detroit Law Department  
2 Woodward Avenue, Ste. 500  
Detroit, MI 48226

If to Developer:        \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24.02 Date of Notice. All notices shall be deemed given when hand-delivered or, if mailed, on the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in Section 24.01. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

**ARTICLE 25. MISCELLANEOUS**

25.01 Standard of Performance. This Agreement shall be conscientiously performed by Developer in all particulars, and in accordance with the highest professional and legal standards, including, but not limited to, architectural and engineering standards and construction safety standards, municipal and federal fair employment practice standards, etc. Developer shall not perform any act directly or indirectly that would act to subvert or otherwise circumvent any of the terms and conditions contained herein. If there is any dispute between the parties with regard to the requirements of the Development Plan or the terms and conditions of this Agreement, the reasonable interpretation and determination of the City shall govern.

25.02 Conferences. Developer hereby agrees to meet at reasonable times with duly authorized City representatives, upon the City's request to discuss any aspect of this Agreement during the term of this Agreement.

25.03 Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.04 Entire Agreement. This instrument, including the exhibits listed in Section 1.03 which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Developer acknowledges that neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by Developer by implication or otherwise unless expressly set forth herein.

25.05 Terminology. Unless the context otherwise expressly requires, the words “herein”, “hereof”, and “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

25.06 Covenants and Conditions. All the terms and provisions of this Agreement shall be deemed and construed to be “covenants” and “conditions” as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

25.07 Captions. The headings of the Articles, Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

25.08 Cumulative Remedies; Jurisdiction; Venue. The rights and remedies of the City set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity; provided, however, that if the City breaches any of its obligations under this Agreement, then, after reasonable notice and opportunity to cure, Developer shall have the right solely to seek injunctive relief, specific performance or other equitable remedies for the City's breach of this Agreement, and in no event shall Developer be entitled to monetary damages, except for the return of the Advance, as a result of the City's breach of this Agreement. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Developer agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Developer agrees that service of process at the address and in the manner specified in Article 24 will be sufficient to put Developer on notice. Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan. Developer agrees to obtain a similar covenant from any Associate with respect to any contracts issued in pursuance of this Agreement.



25.09 Affiliates. If any Affiliate of Developer shall take any action which, if done by Developer would constitute a breach of this Agreement, the same shall be deemed a breach by Developer, subject to the notice and cure provisions of this Agreement.

25.10 Force Majeure. In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such *force majeure* event, the determination of the City shall be controlling.

25.11 Provisions Not Merged With Deed. No provision of this Agreement is intended to or shall be merged by reason of any Deed transferring title to the Property from the City to Developer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

25.12 Residential Construction. If the Improvements to be constructed by Developer involves residential construction, the following provisions shall apply:

a. Developer agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 CFR Parts 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

b. Developer agrees that if the Property is situated in an area identified by HUD as subject to special flood hazards, and in which the sale of flood insurance has been authorized under the National Flood Insurance Act of 1968 (unless the Improvements to be constructed on the Property will be covered under an adequate State policy of self-insurance satisfactory to the Secretary of HUD), Developer and its successors and assigns shall keep the Improvements now existing or hereafter erected on the Property insured, during their anticipated economic or useful life, under the national flood insurance program in an amount at least equal to the development cost of the Property (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of Property under the National Flood Insurance Act of 1968, whichever is less. Prior to conveyance of the Property to Developer by the City, Developer shall furnish the City a copy of a flood insurance policy specifying such coverage or a binding commitment to provide such a policy; provided, that if such coverage is not available to Developer at the time of conveyance, Developer shall furnish such evidence of insurance within fifteen (15) days of the date it becomes available.

25.13 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed to be an original document but together shall constitute one instrument.

25.14 Singular and Plural, etc.. As used herein, the singular include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25.15 Time of the Essence. Time is of the essence of this Agreement.

25.16 Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated to sell the Property to Developer until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signatures on following page

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

WITNESSES:

**DEVELOPER**

\_\_\_\_\_

\_\_\_\_\_

Print:

\_\_\_\_\_

By:

\_\_\_\_\_

Print:

Print:

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
)ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_

Print:

Notary Public, Wayne County, Michigan  
My commission expires:  
Acting in the County of \_\_\_\_\_

WITNESSES:

**CITY OF DETROIT,**  
a Michigan public body corporate

\_\_\_\_\_

Print:

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

Print:

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
)ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of the City of Detroit, a Michigan public body corporate, on behalf of the City.

\_\_\_\_\_

Print:

Notary Public, Wayne County, Michigan  
My commission expires:  
Acting in the County of \_\_\_\_\_



|                                                                                                                                                                                                           |                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <p>Pursuant to § 18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.</p> <p>_____</p> <p>Finance Director</p> | <p>Approved by City Council on _____</p> <p>Approved by the Mayor on _____</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|

|                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.</p> <p>_____</p> <p>Corporation Counsel</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|

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**Drafted by and when recorded return to:**

\_\_\_\_\_

City of Detroit  
 Planning & Development Department  
 Real Estate Development Division  
 65 Cadillac Square, Suite 2000  
 Detroit, MI 48226

EXHIBIT A  
LEGAL DESCRIPTION

Description CORRECT  
ENGINEER OF SURVEYS  
BY: \_\_\_\_\_ DATE:

Street Address[es]:

Property Tax Ward & Item numbers:

**EXHIBIT B**  
**SITE PLAN SUMMARY**

EXHIBIT C

QUIT CLAIM DEED

Subject to the following paragraph, the City of Detroit, a Michigan public body corporate whose address is 2 Woodward Avenue, Detroit, MI 48226 (“Grantor”), quit claims to \_\_\_\_\_ (“Grantee”), whose address is \_\_\_\_\_, the premises located in the City of Detroit, Wayne County, Michigan, described as:

A/K/A \_\_\_\_\_ Ward: \_\_\_\_\_ Item(s):

(the “Property”), for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), subject to and reserving to the City of Detroit its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if any), and restrictions of record.

This Deed is given subject to the terms, covenants and conditions of an Agreement to Purchase and Develop Land dated \_\_\_\_\_, 20\_\_ entered into by the parties hereto and which is incorporated herein by reference and recorded on \_\_\_\_\_, 20\_\_ in the Office of the Register of Deeds for the County of Wayne in Liber \_\_\_\_\_ on Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the City as therein set forth. If the Property is rented for residential occupancy, the Property must be registered as a rental property pursuant to Ordinance 579-H (Detroit City Code § 26-5-42.5.)

The following language is included pursuant to MCL Sections 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only if the Property is not platted: “The Grantor grants to the Grantee the right to make all divisions under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.”

This deed is dated as of \_\_\_\_\_.

WITNESSES:  
corporate

CITY OF DETROIT, a Michigan public body

Print:  
Print:

By:

Print:

Its:



STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
, the \_\_\_\_\_ of the City of Detroit, a Michigan public body corporate,  
on behalf of the City.

Print:  
Notary Public, Wayne County, Michigan  
My commission expires:  
Acting in the County of \_\_\_\_\_

|                                                                                                                                                                                                |                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Pursuant to § 18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.<br><br>_____<br>Finance Director | Approved by City Council on _____<br>Approved by Mayor on _____ |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.  
  
\_\_\_\_\_  
Corporation Counsel



This Instrument drafted by:

When recorded, return to:

\_\_\_\_\_  
City of Detroit Law Department  
2 Woodward Avenue, Suite 500  
Detroit, MI 48226

Exempt from transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

EXHIBIT D

IRREVOCABLE POWER OF ATTORNEY

\_\_\_\_\_, a Michigan \_\_\_\_\_ (herein called the "Principal"), whose address is \_\_\_\_\_ does hereby nominate, constitute and appoint the Corporation Counsel for the City of Detroit as its true and lawful attorney-in-fact, with full power and authority hereby conferred to execute in its name and on its behalf one or more deeds (herein called the "Deeds") conveying the Property (as more particularly described in Exhibit A hereto) to the City of Detroit upon a default by the Principal in the terms and conditions of a certain Agreement to Purchase and Develop Land (herein called the "Agreement") entered into between the City of Detroit and the Principal on or about .

Upon such uncured default by the Principal as specified in the Agreement, and recording of a notice of default by the City, all rights and interest to and in the Property shall automatically vest back in the City and the City shall have the power upon the execution of this irrevocable Power of Attorney to execute on behalf of the Principal one or more Deeds conveying all rights, title and interest to and in the Property to the City.

Pursuant to the terms hereof, the Corporation Counsel shall have the power to bind the Principal thereby as fully and to the same extent as if such Deeds were signed by the duly authorized officers of the Principal, and all the acts of said attorney, pursuant to the authority herein given, are hereby ratified and confirmed. This Power of Attorney is coupled with an interest and is irrevocable by Principal, or its successors or assigns.

In witness whereof, Principal has caused this document to be signed by its duly authorized officer on .

WITNESSES:

"PRINCIPAL"

\_\_\_\_\_  
Print:

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_ Its: \_\_\_\_\_

STATE OF MICHIGAN                    )  
)ss.  
COUNTY OF WAYNE                    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by  
, the \_\_\_\_\_ of \_\_\_\_\_, a  
, on behalf of said \_\_\_\_\_.

Print:  
Notary Public, Wayne County, Michigan  
My commission expires:

**Drafted by and when recorded return to:**

\_\_\_\_\_  
City of Detroit  
Planning & Development Department  
Real Estate Development Division  
65 Cadillac Square, Suite 2000  
Detroit, MI 48226

Schedule I

CERTIFICATE OF AUTHORITY FOR PARTNERSHIP

I, \_\_\_\_\_ General Partner of \_\_\_\_\_,  
a \_\_\_\_\_ Partnership (the “Partnership”)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated \_\_\_\_\_, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on \_\_\_\_\_, and that the same is now in full force and effect:

“That each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by a General Partner to be conclusive evidence of such approval.”

I FURTHER CERTIFY that the following persons are General Partners:

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the assets of the Partnership to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print:  
General Partner

Schedule I

CERTIFICATE OF AUTHORITY FOR CORPORATION

I, \_\_\_\_\_, Corporate Secretary of \_\_\_\_\_,  
a \_\_\_\_\_ Corporation (the “Corporation”)

DO HEREBY CERTIFY that the following is a true and correct excerpt from [check appropriate box]

the minutes of a meeting of the Board of Directors of the Corporation duly called and held on

a consent in lieu of a meeting, with signed consents received from all of the Directors of the Corporation on

and that the same is now in full force and effect:

“RESOLVED, that the Chairman, the President, each Vice President, the Treasurer and the Secretary and each of them, are hereby authorized to execute and deliver, in the name and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval.”

I FURTHER CERTIFY that

\_\_\_\_\_ is Chairman of the Board,

\_\_\_\_\_ is President,

\_\_\_\_\_ is Vice President,

\_\_\_\_\_ is Vice President,

\_\_\_\_\_ is Treasurer, and

\_\_\_\_\_ is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Corporation are authorized to execute or guarantee and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print:  
Corporate Secretary

Schedule I

CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

I, \_\_\_\_\_, Manager of \_\_\_\_\_,  
a \_\_\_\_\_ limited liability company (the “Company”)

DO HEREBY CERTIFY that the following is a true and correct excerpt from [check appropriate box]

- the minutes of a meeting of the Members of the Company duly called and held on
- a consent in lieu of a meeting, with signed consents received from all of the Members of the Company on or before the date hereof.

and that the same is now in full force and effect:

“RESOLVED, that any Manager of the Company, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such Managers to be conclusive evidence of such approval.”

I FURTHER CERTIFY that the following persons are Managers:

I FURTHER CERTIFY that any of the aforementioned Managers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Print:  
Manager

# EXHIBIT D

# BRIDGING FOOD & FAMILIES

Living, Working and Growing in Greater Downtown



## DOUGLASS-MARKET TRANSFORMATION PLAN

DETROIT, MI | City of Detroit & Detroit Housing Commission

SUMMER 2016



# ACKNOWLEDGEMENTS

The *Douglass-Market Choice Neighborhoods Transformation Plan* was funded by a generous grant from the Kresge Foundation. The Transformation Plan is the result of extensive community engagement, strong leadership from the Mayor's Office and the Detroit Housing Commission, and continued commitment from philanthropic, private sector and non-profit partners. The planning process was led by Detroit Collaborative Design Center (DCDC) and Wallace, Roberts & Todd (WRT) with the support of city agencies and a Choice Network made up of neighborhood residents, local community groups, community institutions, and neighborhood based organizations.

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**Cover Image:** Rendering of the proposed Douglass Park: The one-acre urban park is part of an overall strategy to prioritize community amenities and set a higher, more sustainable standard for Detroit's built environment. Douglass Park provides additional landscape and culture in the heart of a walkable, mixed-use environment and is designed to satisfy the community's needs and aspirations for a neighborhood-serving, high-quality open space in Detroit's greater downtown. **Source:** Hamilton Anderson Associates and Bedrock Development.

## CHOICE NETWORK MEMBERS

The Choice Network included representatives from across the focus area that contributed to the planning process and helped guide civic engagement. The Network met once a month during the planning process.

**Michelle Andonian**, Eastern Market Resident

**Brian Bartes**, Wolverine Packing

**Cheryl Pou**, Brush Park CDC Board & Brewster Homes Resident

**DeWayne Wells**, Eastern Market Corporation Board

**Erika Francis**, Brewster Homes Resident

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**Robert Deane**, Eastern Market Resident

**Ron Butler**, Crosswinds Condo Association

**Shirl Bean**, Brewster Homes Resident & Resident Council President

**Steve Walker**, Eastern Market Property Owner

## **NEIGHBORHOOD PARTNER ORGANIZATIONS**

Brewster Homes Residents Council

Brush Park Community Development Corporation

Eastern Market Corporation

## **CHOICE IMPLEMENTATION PARTNERS**

Lead Applicant: **City of Detroit**

Co-Applicant: **Detroit Housing Commission**

Neighborhood Implementation Entity (NIE): **The Economic Development Corporation of the City of Detroit (EDC)**

Housing Implementation Entity (HIE): **Choice Detroit LLC- A Joint Venture of Enterprise Community Partners, Bedrock Detroit, and Ginosko Development Corporation (JV)**

People Implementation Entity (PIE): **Urban Strategies, Inc.**

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Transformation Plan & Choice Advisor: **Wallace Roberts & Todd (WRT)**

Metrics & Evaluation: **Wayne State University Center for Urban Studies**

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The Transformation Plan is focused around the redevelopment of the Douglass Homes public housing site, while simultaneously directing investment in the surrounding neighborhood and supporting positive outcomes for the families who live there. The goal is to reknit the neighborhood fabric and link residents both physically and programmatically to amenities and economic opportunities.

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SOURCE: EASTERN MARKET CORPORATION

The bustling Eastern Market during its annual Flower Day.



SOURCE: DETROITURBEX.COM

The Brewster-Wheeler Recreation Center future mixed-use development with the Detroit Housing Commission Brewster Homes in the background. The former Brewster Wheeler Recreation Center on Wilkins Street, will be adaptively reused as a restaurant and event space, with a culinary training program for at-risk girls and office space for community-based organizations including the Detroit Chess Club and Slow Roll.

# EXECUTIVE SUMMARY

FIG. 1  
CONTEXT MAP



Transformation Plan Focus Area.

## WHY HERE? WHY NOW?

The Brush Park, Brewster-Douglass, and Eastern Market area (hereinafter referred to as the Douglass-Market neighborhood) is poised for reinvestment. With close proximity to the resurging downtown center, a number of anchor institutions and significant recent investment, the City of Detroit and the Detroit Housing Commission (DHC) have a unique opportunity to repurpose vacant and underutilized publicly owned properties to catalyze neighborhood-wide revitalization. There are a number of reasons why this area is so well positioned for investment right now and has been selected as the focus for this comprehensive rebuilding effort.

Detroit's Douglass-Market Neighborhood is adjacent to Midtown and Downtown Detroit. The neighborhood is well located with a **range of assets and opportunities** that contribute to revitalization efforts.

- » **Equitable Development:** First and foremost, the 22-acre site of the former Douglass Homes represents one of Detroit's greatest development opportunities. The fact that it also qualifies as a distressed public housing site presents a once-in-a-generation opportunity to also develop and preserve affordable housing for low-income households in an increasingly desired downtown adjacent district with a substantial amount of new market-rate residential development built over the past decade.
- » **Leveraging Investment:** The area includes a number of new mixed-use developments, infrastructure improvements, and other amenities to build upon. These include proximity to major employment centers, cultural and entertainment venues, and transit lines. Several development projects underway or planned include The Scott at Brush Park, a 199-unit luxury rental apartment building; Bedrock Development Brush Park Parcels A & B, a 400-unit planned development that won the Grand Prize Charter Award of the Congress for the New Urbanism; and the former Brewster-Wheeler Recreation Center on Wilkins Street, which will be adaptively reused as a restaurant and event space, with a culinary training program for at-risk girls and office space for community organizations.
- » **Stakeholder Support:** There is wide support from local leaders, residents, city agencies, non-profit, and for profit partners invested in the neighborhood's future.
- » **Authenticity:** Few American cities have such a unique asset as Detroit's Eastern Market, a historic working food district with over 2,000 employees in wholesale trade, retail trade and manufacturing that is growing due to national trends favoring regional, specialized food production to expand its food processing and distribution activities.
- » **Anchor Institution Engagement:** The neighborhood includes multiple institutions of local, regional, and national significance including hospitals, major employers, large cultural entities, and academic institutions providing a rich set of resources to serve the community.
- » **Available Funding:** Through the U.S. Department of Housing and Urban Development (HUD) Choice Neighborhoods program, there is competitive funding to support this comprehensive neighborhood rebuilding effort centered around the former Douglass Homes housing complex.





SOURCE: CHOICE-DETROIT LLC

The Frederick Douglass Homes Site master plan facilitates thoughtful, contemplative, pedestrian scale spaces throughout the site to offer a variety of resident experiences. Multiple affordable and market rate housing types catalyze diversity within a coordinated streetscape, retail and service, and public space master plan.

## WHY A TRANSFORMATION PLAN?

**The Douglass-Market Transformation Plan is a comprehensive five year neighborhood revitalization strategy to guide the redevelopment of the Douglass Homes public housing site, while simultaneously bridging the physical divide of I-75, and directing investment in the surrounding neighborhood and supporting positive outcomes for the families who live there.**

The Transformation Plan (“the Plan”) is based on community input, addresses current neighborhood challenges, and builds off of previous planning efforts. The Plan is modeled on HUD’s Choice Neighborhoods program (CN), a comprehensive neighborhood revitalization program that leverages federal dollars combined with local matching funds to help communities transform neighborhoods by revitalizing severely distressed public or assisted housing and leveraging investments in well-functioning services, education programs, crime prevention strategies, public assets, public transportation, and improved access to jobs.

Supported through a \$500,000 grant from the Kresge Foundation, the Plan is the result of extensive community engagement, strong leadership from the Mayor’s Office and DHC, and continued commitment from philanthropic, private sector and non-profit partners. The planning process was led by the City of Detroit along with a team of local and national

consultants with expertise in planning, urban design, architecture, market analysis, and the design of supportive human services programs, metrics analysis, and community engagement. Building upon previous planning efforts, the process has taken place over the course of almost one year and included dozens of community meetings, stakeholder conversations, open houses and other events.

**By leveraging the neighborhood’s many assets, the Brewster Homes Public Housing site, and its strategic location adjacent to the Central Business District (CBD) and Midtown, the area is poised to become a national best practice for an economically resilient and sustainable community.**

## SUPPORTING POSITIVE OUTCOMES FOR FAMILIES WHO LIVE THERE

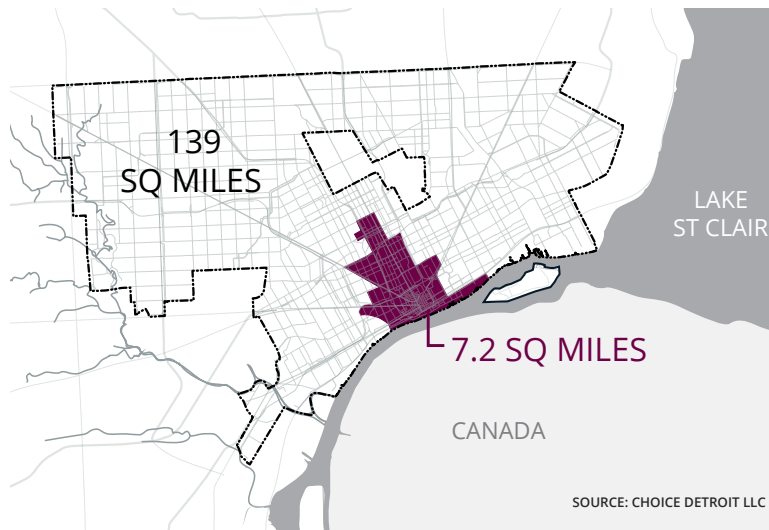


Detroit youth coordinated through Detroit Youth Service Corps participate in a focus group about youth safety issues.



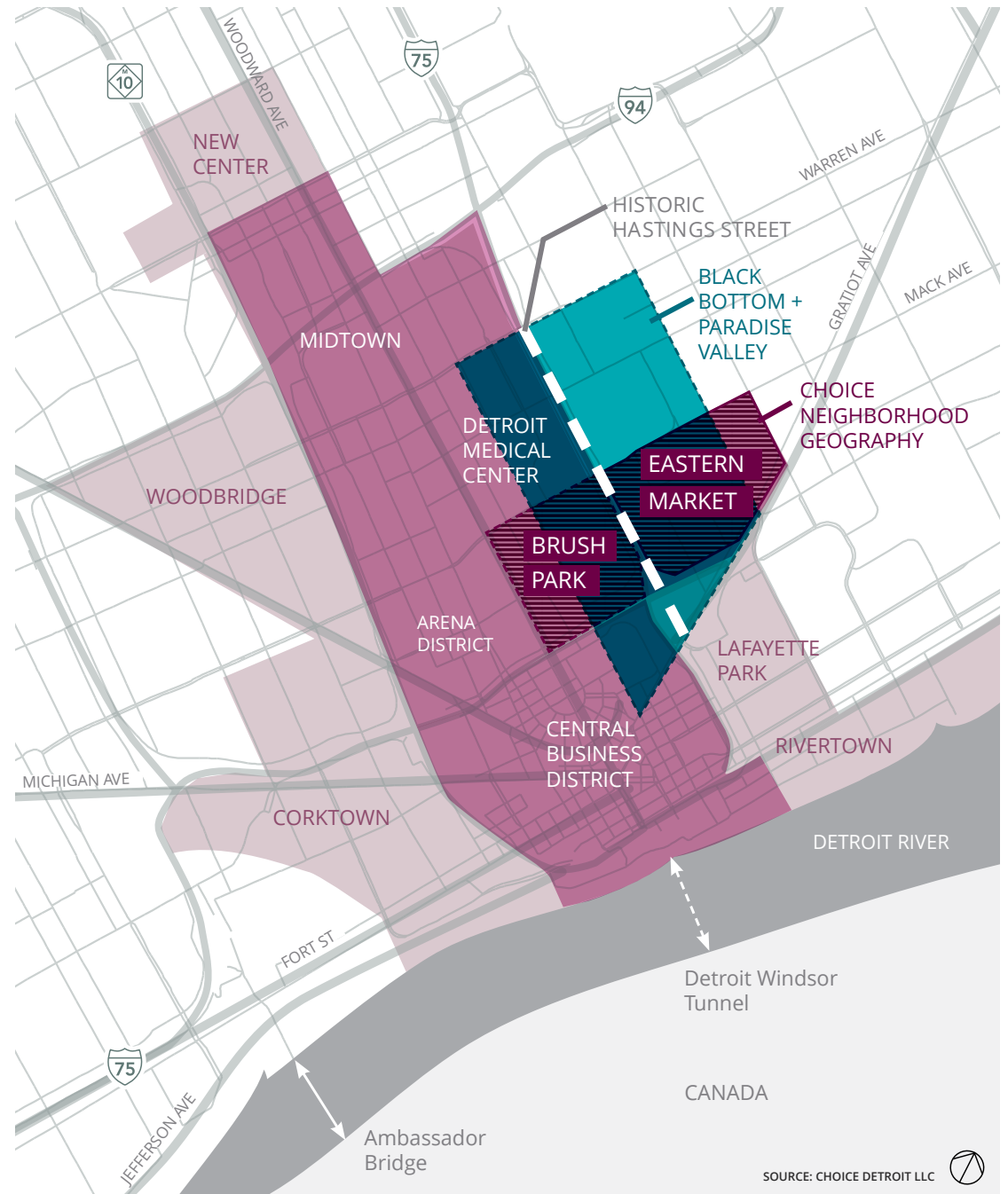
The Plan strategies outline a roadmap to creating a vibrant and economically resilient community.

**FIG. 2  
CULTURAL HERITAGE**



The greater downtown occupies 7.2 square miles within the 139 square mile geography of Detroit. Eight unique neighborhoods comprise greater downtown: Central Business District (CBD), Midtown, New Center, Woodbridge, Corktown, Eastern Market, Lafayette Park, and Rivertown. The blue shaded area represents two historically African American neighborhoods, Black Bottom and Paradise Valley, that were partially dismantled beginning in the 1940s. The white dotted line represents Hastings Street, the formerly predominant cultural thoroughfare for the community.

The neighborhood strategies encourages improved connections between the residential west side of the neighborhood and the commercial east side.



## THE DOUGLASS-MARKET NEIGHBORHOOD

The Douglass-Market Neighborhood is a living testament to major trends in Detroit's history. At the far west side of Douglass-Market, bounded on the west by Woodward Avenue, is Brush Park, which was first developed in the 1850s and comprised of grand, single family homes and mansions. Remnants of that legacy remain — a number of mansions still stand, both restored and in disrepair — but the neighborhood is also characterized by an abundance of vacant land. At the center of the Douglass-Market footprint are the Brewster Homes and the site of the former Frederick Douglass Homes, once collectively referred to as Brewster-Douglass. The current state of both sites represents the evolution of public housing in the city, as well as the broader impacts of urban renewal. To the east of Brewster-Douglass, Eastern Market has served as a driver of southeast Michigan's food economy since the late 19th century. Today, the market is home to myriad wholesalers, food processors and distributors, as well as a popular public market and a range of retail businesses.

This plan prioritizes the redevelopment of vacant land for a range of residential households and a variety of uses. It also focuses on the creation of better connections within the neighborhood that leverage existing and proposed mobility options, and bridge the freeway that bisects the neighborhood. Better connections strengthen the relationship between the primarily residential west side of the neighborhood and

the primarily working east side of the neighborhood, linking residents with job opportunities. They also help link residents to nearby job centers, health services, and cultural and recreational amenities. Improved connections also means better integrating existing developments with incoming neighborhood improvements and restoring historic links that have been jeopardized over time.

The plan also focuses on the preservation and creation of an open space network that builds upon existing assets. It prioritizes safety as new developments and investment encourage more public streetscapes. A mix of neighborhood uses throughout is also central to the plan, from the distribution of health and educational services to a mix of housing and economic development opportunities.



The view along Winder Street, looking east from Hastings Street in 1960.

This Transformation Plan builds upon the neighborhood's mix of uses, acknowledges the challenges that face the community, and proposes a vision for a neighborhood that is poised to **increase residential density, neighborhood connectivity, job opportunities in the food economy, public spaces and community services.**

## DEMOGRAPHIC OVERVIEW



SOURCE: DCDC

Brush Park has the largest concentration of publicly-owned land in the Greater Downtown area.



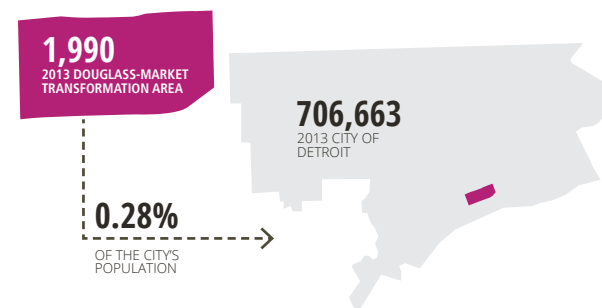
SOURCE: DCDC

Brewster Homes was rebuilt by the Detroit Housing Commission in 2004 and is located on the eastern edge of Brush Park.

The population of the area in 2013 was 1,990, which, in an area of 0.7 square miles, represents a much lower residential density compared to the city's overall rate (2,842 residents per square mile in Douglass-Market as compared to the city's rate of 5,142 in 2013). This low level of density is indicative of extreme population loss and high levels of vacant land in the neighborhood. 35% of neighborhood housing units are vacant, compared to 29% citywide. The neighborhood population is 84% African American and 16% White. Three out of four households are renters. 54% of households had incomes below \$25,000, many of which are within the two large affordable housing developments. Compared with other Detroit neighborhoods, the neighborhood has a high percentage of young residents (35% under age 19 compared to 30% citywide). Despite having a higher percentage of residents of prime working age (44% of residents are between the age of 25-54, as compared to the City's 38%), the unemployment rate is high at 14%.

Notwithstanding police efforts, property crime is on the rise, in part due to the uncertain nature of redevelopment, disconnected streetscapes, and the vacant Douglass Homes public housing site that lacks proper lighting, fencing and other necessities. Investments in the built environment are needed to help stem the rise in crime. Still, despite years of population loss and vacancy, recent

household counts are trending upward as a result of residential development at the western edge of the neighborhood. Population increased by an average annual rate of 18.6%, from 1,277 reported in the 2010 Census to an estimated 1,990 based on 2009-2013 American Community Survey data. The demographics of the newcomers, especially in the adjacent CBD and Midtown neighborhoods, tend to be more affluent, white young professionals seeking housing within walking distance to new businesses in the downtown core.



## PLAN OVERVIEW

Through a combination of extensive community processes during previous planning efforts and throughout the duration of the transformation planning process, the City of Detroit and partner organizations have been planning and engaging stakeholders in this neighborhood for over three years. The resulting Douglass-Market Transformation Plan responds to the needs of the residents, but it also addresses many of the physical barriers that exist in the neighborhood that have obstructed access to jobs, education opportunities, health services and healthy food options, and have prevented the development of a strong, cohesive neighborhood. The Plan focuses on the three core goals of HUD's Choice Neighborhoods Program: Housing, People, and Neighborhood.

**The Plan features: design that respects the historic legacy of the neighborhood; a restored street grid to facilitate development of a neighborhood with a strong urban fabric; a program of 1,037 units of high-quality, well-designed housing with an affordable unit mix that meets the needs of residents of all income levels, family sizes, and physical abilities; improved connections over I-75 to food and job opportunities at Eastern Market; extensive green infrastructure that incorporates a 1-acre park; opportunities for entrepreneurship, Section 3 employment, and business participation; and human services offerings to address gaps in**

**workforce development, health, educational and youth services.**

**THE TRANSFORMATION  
PLAN BUILDS ON  
PREVIOUS PLANNING,  
RESPONDS TO THE NEEDS  
OF CURRENT RESIDENTS  
WHILE ADDRESSING  
THE NEIGHBORHOOD'S  
PHYSICAL AND ECONOMIC  
BARRIERS**



SOURCE: DCDC

A planning team member speaks with a Shiloh Church congregant at the Roaming Table.

## CIVIC ENGAGEMENT AND RESIDENT PRIORITIES

The Douglass-Market Transformation planning process incorporated a variety of community engagement strategies to build relationships, connections and trust with and within the community that will continue to be used throughout implementation. The Plan reflects community participation in the process and feedback gained through a range of meetings and engagement activities. Multiple meetings were held with residents, including meetings with Brewster Home youth, with elders of the Shiloh Baptist Church and with the Brewster Homes Resident's Council. In addition to these focused sessions, public meetings were held on February 25, 2016, April 20, 2016, and June 21, 2016. Meetings were well-publicized. Notice was shared through the Choice Network, Brush Park CDC newsletter and Facebook page, Brewster Homes Resident's Council, direct mailings to Brewster Homes households, and Eastern Market stakeholder email list, reaching an audience of almost 1,000 residents and stakeholders. Notices were also posted on the City of Detroit website [www.detroitmi.gov/choice](http://www.detroitmi.gov/choice).

The Transformation Planning team gathered many key takeaways from the community engagement process, integrating many into the Transformation Plan strategies. **In terms of the neighborhood strategy, overcoming the I-75 divide is one of the neighborhood's greatest challenges.** Another key challenge reported was the irregular street grid and disconnection between different parts of the

neighborhood. Residents expressed a desire for the plan to build upon existing assets and opportunities, including forthcoming public transportation and related connections and opportunities for locally-owned businesses, as well as a strong interest in recreation opportunities, youth activities and designated green space.

Where housing was concerned, the preservation of affordability for existing residents is a big priority, especially with economic development occurring at a rapid pace in the adjacent downtown and midtown neighborhoods. **Residents supported a housing plan that calls for social inclusion and development without displacement.** Residents also reported a preference for residential density with neighborhood amenities and a diversity of housing types and aesthetic differences between buildings, but no distinguishable difference between affordable and market rate units.

**For the people strategy, the community emphasized that education at all levels is a priority, from early childhood to job training, and that youth employment, training and development opportunities are a consistent need in the community.** Residents also reported that safety is a concern in terms of both reality and perception, particularly along Wilkins Street. Although Eastern Market is in close proximity, residents reported that access to fresh, affordable food continued to be

a challenge, highlighting the barriers existing between the west side of the neighborhood and the amenities in Eastern Market.

**The Douglass-Market Transformation plan prioritizes the redevelopment of vacant land for a range of residential households and a variety of uses. It also focuses on the creation of better connections within the neighborhood that make the most of existing and proposed mobility options, and bridge the freeway that bisects the neighborhood.** Better connections can strengthen the relationship between the primarily residential west side of the neighborhood and the primarily commercial east side of the neighborhood, linking residents with job opportunities. They can also help link residents to other nearby job centers, health services, and cultural and recreational amenities. Improved connections also means better integration of existing developments with incoming neighborhood improvements and restored historical links that have been jeopardized over time.

The plan also focuses on the preservation and creation of an open space network that builds upon existing assets. It prioritizes safety as new developments are built and investment in pedestrian-friendly streetscapes that support community safety, health, and well-being. A mix of uses throughout the neighborhood is also central to the plan, from the distribution of health and educational services to a mix of housing and economic development opportunities.



# BRIDGING FOOD & FAMILIES: LIVING, WORKING AND GROWING IN GREATER DOWNTOWN

This neighborhood will connect its families and a growing food economy that provides jobs, fresh food access, and community pride. New housing and economic opportunities will celebrate the neighborhood's strong residential heritage and identity as the city's public market. **The neighborhood will be connected and active, offer amenities and services for all ages, preserve affordability for existing residents, and attract new residents. It will be a dense and inclusive mix of people and local businesses.** In close proximity to downtown, this community will support active public life through a network of open spaces, community services, and economic opportunities that meet the needs of existing and future residents.

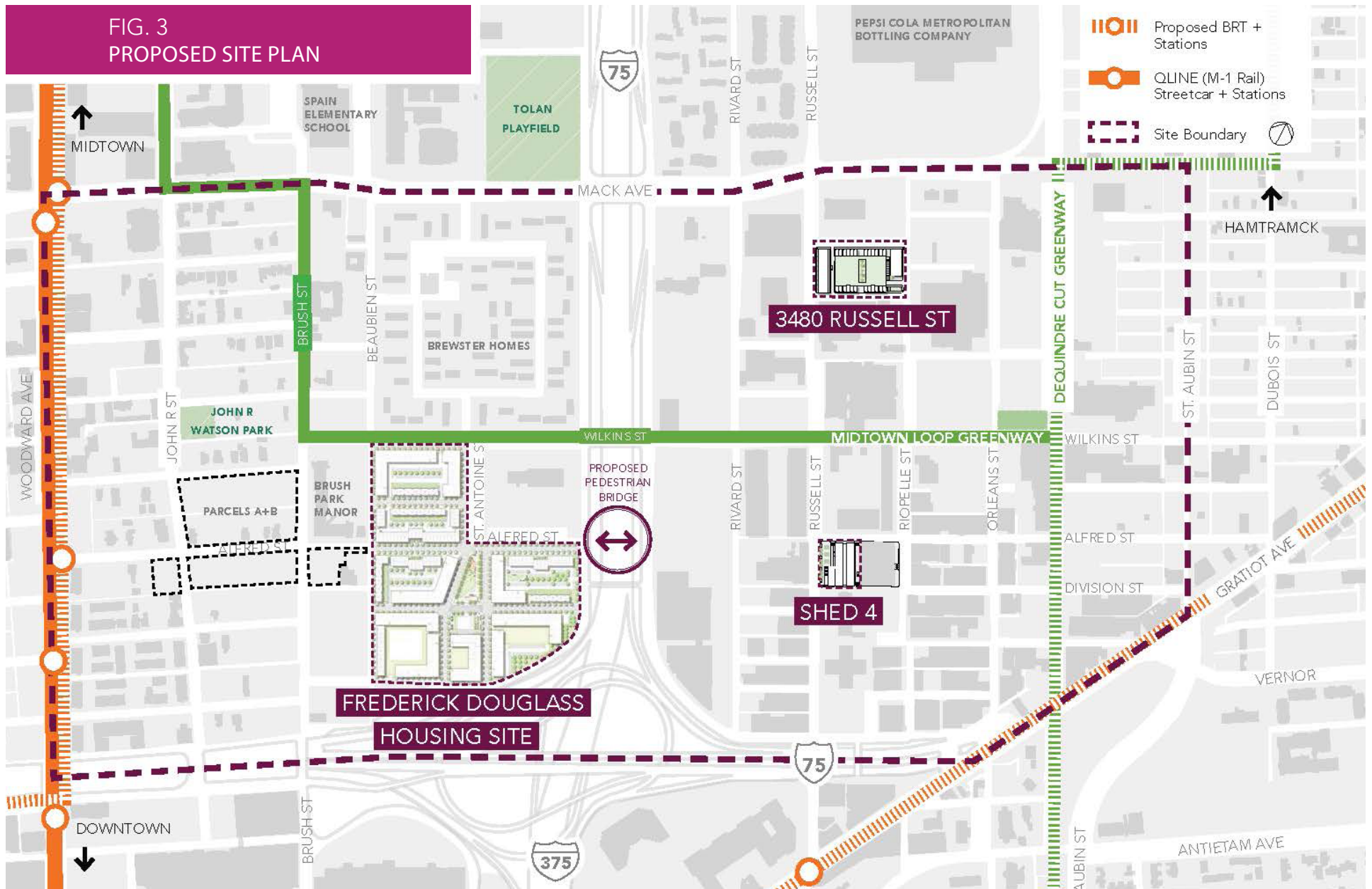
## THE PLAN FOCUSES ON THREE KEY THEMES:

- » **IMPROVE CONNECTIONS**
- » **CREATE DENSITY AND A MIX OF USES**
- » **BUILD ON CULTURE AND HERITAGE**



Mixed-use Apartment buildings are designed to accommodate a variety of household types and activate street life. Lively facades, community spaces, and active ground-floor uses support and energize daily life in the neighborhood.

**FIG. 3  
PROPOSED SITE PLAN**



The Douglass-Market Transformation Plan focuses on the redevelopment of vacant and underutilized sites to create mixed income housing and mixed-use developments that support a vibrant mixed-use district.

# NEIGHBORHOOD TRANSFORMATION PLAN



SOURCE: CITY OF DETROIT

The planned Detroit Regional Food Accelerator will provide startup space for food related entrepreneurs to start and grow their business



Improving neighborhood connections across I-75 is a shared community priority.

The Neighborhood Transformation Plan is based upon the needs and priorities identified by the community and the results of the area market analysis. The Neighborhood Plan is also informed by previous planning efforts and the Plan Vision. **The focus is on knitting the neighborhood together – with safe walkable streets and vibrant public spaces,** creating connections that link residents with economic opportunities and human services distributed throughout the community.

The Neighborhood Plan is guided by four strategic objectives that support implementation.

1. Create opportunities for residents of all incomes to live in close proximity to centers of economic opportunity.
2. Boost health outcomes through better access to open, green spaces and healthy food options.
3. Improve economic opportunities.
4. Increase safety through physical design and community organization.

## CRITICAL COMMUNITY IMPROVEMENTS

In addition, the neighborhood plan identifies five critical projects (critical community improvements) that are designed to immediately address existing

gaps in connectivity between housing and access to jobs, education, recreation, fresh food, and safety, in combination with a long term vision for a sustainable neighborhood.

### #1) Develop the Detroit Regional Food Accelerator Program

The Detroit Regional Food Accelerator is a modern food processing and production space that features 21st-century clean manufacturing and opportunities for retail sales for food production and beverage processing tenants, or restaurants for tenants that have a market-to-table relationship with food production within Eastern Market. The City has retained an experienced, minority-owned and Detroit-based developer to create a redevelopment and financial plan for the acquisition, restoration and development of Parcel 572, a 104,000 s.f., vacant, concrete and brick structure located in Eastern Market.

### #2) Construct Douglass Park, a Centrally Located 1-acre Park

The new Douglass Park will anchor a series of open space corridors, the existing Brewster Homes, and the adjacent Link Detroit greenway connector between Eastern Market and Midtown. As open space relief, this park will support passive recreational neighborhood activities and other multiuse areas. The park design includes an integrated stormwater management system that collects water from the surrounding

neighborhood for use in the park. The design includes planting beds and tree canopies that assist in defining the use of space throughout the park, softening hard edges in both the horizontal and vertical plane, and providing shade and natural beauty. The park as a whole will be professionally designed to balance hard and soft scape features while integrating adjacent land uses and circulation patterns.

### **#3) Improve Neighborhood Connections through I-75 pedestrian Crossings & Reconnection of Brewster Homes.**

Reducing neighborhood physical boundaries that negatively impact the neighborhood is critical to the success of the Transformation Plan. There are two primary interventions proposed. First, the plan focuses on improving the I-75 bridge crossings, and second, creating new Brewster Homes reconnections.

**I-75 Bridge Crossing Improvements:** The I-75 Freeway currently presents a significant divide between the eastern and western halves of the Neighborhood. Current residents feel unsafe crossing the bridges on foot. Left unaddressed, existing and new residents of housing developments at the site of the Douglass Homes will continue to be cut off from opportunities at Eastern Market.

**Brewster Homes Reconnections:** This plan calls for additional cut-throughs in existing fencing around the development, and proposes safe, well-lit pathways

and small pocket parks at each entrance of the development. To ensure safety, these areas will be lit and monitored via powerful IP digital security cameras. An emergency phone call box will be installed at two Brewster Homes Pathway locations. A series of open space corridors and pedestrian mews are proposed in the Housing Strategy, which will integrate into this pathway plan.

### **#4) Develop a Security Infrastructure Program**

While many existing residents reported feeling safe in their homes and in the neighborhood, high rates of violent and property crime still exist in Douglass-Market, and many reported a desire for additional security cameras. Cameras will be installed in the new park, along the freeway overpass connections, along the pedestrian paths, and outside new residential and commercial development.

### **#5) Rocket Fiber High-Speed Internet**

Rocket Fiber is a local Detroit company offering gigabit internet speeds that are up to 1,000 times faster than the average residential connection in the U.S. New fiber will be installed and free wireless will be available to Brewster Homes residents, as well as in Douglass Park. Infrastructure will also be expanded to provide Rocket Fiber to Eastern Market.

## **NEIGHBORHOOD SAFETY PLAN**

Existing conditions in the neighborhood, including low-density housing development and I-75, create significant barriers between residential areas and the Eastern Market neighborhoods. Safety concerns will be addressed through physical improvements and enhanced coordination of programs and activities. A survey of residents found that a majority do not feel safe enough to travel on foot between nodes of residential and commercial development.

Planned activities to improve safety and reduce blight in Douglass-Market include the following:

1. *Hire a community coordinator responsible for community safety activities.*
2. *Adopt Crime Prevention Through Environmental Design (CPTED) measures.*
3. *Install a Security Network.* Install a 24-hour monitored security system to monitor the most notable high crime areas, open space and recreation areas, and new residential and commercial investments.
4. *Implement Project Green Light.* A proven City effort to install high-powered security cameras monitored by Detroit Police Department in troubled areas.

# HOUSING TRANSFORMATION PLAN



Conceptual Site Rendering of Apartment Buildings at the Frederick Douglass Homes Site



Conceptual Site Rendering of 3480 Russell Street in the Eastern Market District

The Douglass-Market Housing Strategy is focused on redevelopment of Detroit Housing Authority's vacant 22-acre Douglass Homes site and takes advantage of the opportunity to develop infill units across the neighborhood, which will leverage the investment of the Brush Park Parcels A+B development and connect to the vibrant mixed-use district of the Eastern Market. The plan includes the replacement of 232 public housing units in a mixed-income setting of 1,037 units of high-quality, well-designed housing which will create a financially viable, environmentally sustainable and socially inclusive community. The project will eliminate the income-segregated silos of historic public housing developments and serve as a model for revitalizing other downtown-adjacent neighborhoods.

**The Douglass-Market Housing Strategy is aimed at implementing the community-supported vision to develop a dense, mixed-use, mixed-income neighborhood that fosters social inclusion and preserves affordability to meet the needs of current residents and attract new residents.**

The Housing Strategy is guided by five strategic objectives that support implementation.

1. Build interconnected communities within five years.
2. Catalyze diversity in urban neighborhoods.
3. Strengthen capacity through partnerships.

4. Secure financing and grow market potential.
5. Revitalize through long-term operations.

The four sites that are the focus of this housing strategy include:

- » **Detroit Housing Commission Site (Brush Park):** The Transformation Plan includes 850 residential units on the cleared site of the former DHC Brewster Douglass Homes. The majority of the units are planned as rentals, although townhouse units may be offered for sale if market conditions permit. The program also includes a 13,400 SF neighborhood retail component as well as additional community and social service space. The 224 public housing replacement units will be included on this site.
- » **3480 Russell Street (Eastern Market District):** 3480 Russell Street (Eastern Market District): This City-owned site in the Eastern Market District (EMD) is proposed for redevelopment as 71 Low-Income Housing Tax Credit (LIHTC) and market-rate rental units, 24 of which will be live-work units. In addition, there will be 12,060 SF of ground floor retail space and a light industrial building (9,200 leasable SF), offering the opportunity to expand the proposed Food Accelerator described in the neighborhood plan.

- » **Shed 4 Site (Eastern Market District):** Shed 4 Site (Eastern Market District): Shed 4 is an open-air market shed. The development program will include enclosing the market shed and adding 20,200 SF of additional commercial (retail/restaurant/office) space and 62 workforce and market-rate rental housing units on upper floors.
- » **124 Alfred Street:** A 54-unit age-restricted LIHTC building which will include eight public housing replacement units.

## HOUSING DESIGN

The urban design proposed in the Housing Strategy will yield a neighborhood where residents' daily needs are met for high-quality housing, goods, services, healthcare, amenities, access to employment, high-speed internet, and recreation in a setting that is historic and connected on multiple levels. The neighborhood will incorporate environmentally sustainable strategies throughout so that both building and neighborhood forms contribute to resident health, wellness, and safety.

Prior to development of the Douglass Homes and construction of I-75, the 22 acres of land at the former Douglass Homes public housing site (and the land upon which I-75 now sits) was integrated into the surrounding neighborhoods with a traditional

urban street grid. The master plan reintroduces this historic street grid, reestablishing more appropriate human-scaled blocks, connecting to the adjacent neighborhoods, and creating a pedestrian oriented environment offering a mix of housing, retail, services and recreational opportunities.

The site plan facilitates thoughtful, contemplative, pedestrian-scale spaces evenly dispersed throughout the site to offer a variety of resident experiences. Multiple affordable and market rate housing types catalyze diversity within a coordinated streetscape, public space, and retail and services master plan. The primary east-west streets, Wilkins and Alfred, provide vital links to jobs, transit and the greater neighborhood fabric. Wilkins serves as the primary link to Eastern Market via the recently constructed Midtown Loop Greenway and the vehicular bridge over I-75.

## GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

Sustainable design is incorporated in the Housing Strategy with the design of buildings and development with an aim of improving the environment and creating environmentally friendly buildings. All residential units in the Douglass-Market development will comply with either Enterprise Green Communities and/or LEED ND or LEED New Construction.



Conceptual Site Rendering of proposed live/work units in the Eastern Market District



Conceptual Site Rendering of Apartment Building on Alfred Street

# PEOPLE TRANSFORMATION PLAN

## **The Douglass-Market Transformation Plan People Strategy aims to improve outcomes related to health, education and employment of the target population with a specific focus on children.**

The People Plan responds to the specific needs of current Brewster Homes residents and anticipates the needs of low-income residents of the new mixed-income housing by developing a results-oriented, supportive services strategy that leverages the tremendous economic renaissance taking place in the larger surrounding neighborhood. Urban Strategies, as the lead People Implementation Entity (PIE), will be responsible for engaging residents, developing and implementing work plans, coordinating service providers and integrating the People Strategies within the overall Transformation Plan strategies. To implement these strategies, Urban Strategies will serve as an intermediary and collaborate with local service partners, including the Detroit Edison Public School Academy (DEPSA). Simultaneously, Urban Strategies will work with stakeholders to identify sustainability resources, evaluate services using real-time data, and, where necessary, reshape service delivery to respond to emerging needs.

## **A. SUPPORTIVE SERVICES AND PROGRAM OUTCOMES**

### **Outcome 1: Children, Youth, and Adults are Physically and Mentally Healthy**

#### **Strategies**

1. Provide a Community Health Assessment.
2. Increase number of residents who access quality physical and mental healthcare for needed medical services.
3. Increase preventative health care programs to support healthy lifestyles.

#### **Expected Outcomes**

- » Increase in residents who have a place where they regularly go, other than an ER, when they are sick or in need of advice about their health by 200% (110 individuals)
- » Increase in residents reporting good physical health by 50% (68 individuals)
- » Decrease in residents reporting stress or psychological distress by 50% (35 individuals)
- » Increase in children who have health insurance to 98% (3 children)

### **Outcome 2: Households are Economically Stable and Self-Sufficient Ladder**

#### **Strategies**

1. Provide opportunities for financial empowerment by implementing a central Financial Empowerment Center (FEC).
2. Implement a Comprehensive Workforce Program that maximizes relationships and strategic partnerships built with residents, employers and community stakeholders to achieve economic stability for residents and their families.
3. Youth Employment (described in the Education Strategy).

#### **Expected Outcomes**

- » Increase in working age, able-bodied adults that are working at least 30 hours per week by 200% (136)
- » Increase average earned income of work eligible HUD-assisted households by 50% (\$4,872)
- » Increase in working-age adults meeting proficient literacy standards by 10% (19)

## **B. EDUCATION OUTCOMES AND STRATEGY**

### **Outcome 1: Children Enter Kindergarten Ready to Learn Ladder**

#### **Strategies**

1. Increase local capacity to identify developmental delays in young children and connect families to early intervention services.
2. Expand participation in high quality early learning programs with a brand new state of the art early learning facility.
3. Expand parent knowledge and skills needed to support social/emotional development and kindergarten readiness.
4. Develop an intentional connection between early learning and post-secondary learning.
5. Build sustainable ongoing programs.

#### **Expected Outcomes**

65% of neighborhood children demonstrate at the beginning of the program or school year age-appropriate functioning across multiple domains of early learning as determined using developmentally appropriate early learning measures.

### **Outcome 2: Increase percentage of students at or above grade level according to state mathematics and ELA assessments in at least the grades required by the Elementary and Secondary Education Act (ESEA) by 5% in English Language Arts (ELA) and 15% in math**

#### **Strategies**

1. Implement programming supporting healthy children.
2. Implement high quality out-of-school time programming that supports academic enrichment and supplements in-school learning.
3. Support parents through School Support Services.
4. Provide parent education opportunities through workshops covering a variety of topics including, but not limited to: curriculum, hands-on activities, healthy lifestyles, nutrition, cooking healthy meals, and special opportunities that will benefit families.

#### **Expected Outcomes**

Increase percentage of students at or above grade level according to state mathematics and ELA assessments in at least the grades required by the ESEA by 5% in ELA and 15% in math.

### **Outcome 3: Youth Graduate from High School College- and Career-Ready Ladder**

#### **Strategies**

1. Implement enrichment and mentoring programs to support youth as they transition to adulthood.
2. Provide programs to support college readiness and academic preparedness for area high school students.
3. Expand opportunities for youth to attend college through the recently established Detroit Promise Zone Authority (DPZA)
4. Provide employment training and placement opportunities

#### **Expected Outcomes**

Increase percentage of youth who graduate from high school by 2%



# IMPLEMENTATION APPROACH: MAKING THIS GRAND VISION A REALITY



SOURCE: EASTERN MARKET CORPORATION

Bustling Market Shed



SOURCE: SALAM ZAHR PHOTOGRAPHY

Wayne State University Campus

**The goal is to build an interconnected community with the amenities and supports to allow all families to thrive within 5 years.** If awarded a HUD Choice Neighborhoods Implementation Grant with full site control and all existing structures previously demolished, the Housing Strategy will be able to move rapidly into implementation with an anticipated 340 housing units built within the first two and a half years of the grant award. The People Plan Services are expected to be launched with 90 days of the grant award. One of the first projects, the Detroit Regional Food Accelerator Project, is expected to start in January 2017.

Should the City be unsuccessful in securing the Choice Neighborhoods Implementation Grant, the City commits to working with the established implementation team, neighborhood leaders, the philanthropic community, and state and federal department administrators, all of whom support this comprehensive neighborhood plan, to leverage and raise dollars and to implement the plan, as funded.

The City of Detroit will lead the implementation of the Douglass-Market Transformation Plan. The City will serve as program manager and coordinator of all transformation activities and will also serve as the liaison between the implementation partners and City agencies and departments involved in the Plan.

## **NEIGHBORHOOD PLAN IMPLEMENTATION:**

The implementation of the neighborhood plan strategies will be led by the Detroit Economic Development Corporation (EDC), which will be responsible for the delivery of projects identified in the Critical Community Improvements Plan, and more broadly, ensuring the Neighborhood goals of the Transformation Plan are met. The EDC will work with a number of locally based partners and anchor institutions to implement the neighborhood plan.

## **HOUSING PLAN IMPLEMENTATION:**

The Detroit Housing Commission will make the Douglass Homes site available for implementation of the Housing Strategy, support the City with compliance and management of the HUD Choice Implementation grant if awarded, and will assist with communications to residents and to HUD related to development of the Douglass site. The Housing Implementation Entity, a Joint Venture comprised of three members (Enterprise, Bedrock, and Ginosko) will be responsible for all aspects of the Housing Plan.

## **PEOPLE PLAN IMPLEMENTATION:**

Urban Strategies, Inc. a national non-profit whose mission is to empower residents in distressed urban core neighborhoods to lead healthy, prosperous lives in thriving, self-sustaining communities is responsible for leading case management services, supportive service coordination, and program design activities

aligned with the People goals of the Transformation Plan. Urban Strategies will work closely with a number of locally based organizations to implement these programs and build capacity.

#### **EDUCATION PLAN IMPLEMENTATION:**

The Detroit Edison Public School Academy (DEPSA) will serve as the implementation entity for the education component through the development of an early childhood center and delivery of high-quality education and early learning programs. DEPSA will work with a number of local partners to implement the education Plan which will provide parents with children attending DEPSA and parents from the neighborhood with children attending other schools a safe environment that is educationally sound and supportive.

#### **EVALUATION PLAN**

The City of Detroit will contract with the Center for Urban Studies at Wayne State University to analyze and integrate the data collected by the Principal Team Members into a format that can be used to provide information on the status and impact of Choice activities for community leaders, partners, community residents and policymakers.

The team compiled to lead implementation of the Plan strategies for Neighborhood, Housing, People, and Education, represents an exceptional partnership of public, private, and non-profit organizations. The well-

balanced mix of local and national expertise ensures an unparalleled commitment to revitalization of the area into a socially equitable, energy efficient, mixed-income and mixed-use community.

#### **ANCHOR INSTITUTION ENGAGEMENT AND SUPPORT**

In addition to the plan partners, the neighborhood also has multiple institutions of local, regional, and national significance either within the neighborhood boundaries, or closely adjacent to and within walking or biking distance of the neighborhood. The wide array of anchor institutions, which includes hospitals, major employers, large cultural entities, and academic institutions, provides a rich set of resources to serve the community. A number of these institutions have already committed resources to support the implementation of the Transformation Plan, including jobs, cultural programming, educational resources and public safety support. These include:

- » Charles H. Wright Museum of African American History
- » Detroit Institute of Arts (DIA)
- » Detroit Medical Center (DMC)
- » Eastern Market Corporation (EMC)
- » Wayne State University (WSU)

#### **FUNDING THIS PLAN**

The City of Detroit's Housing and Revitalization Department, in partnership with the Detroit Housing Commission, submitted an application for a HUD Choice Neighborhoods Implementation Grant ("Choice Grant") in the June of 2016. If awarded, the Choice Grant will allow the City to leverage up to \$30M in federal grant funding, which will leverage \$416.6M from private, public and non-profit partners to support the implementation of the Transformation Plan. Funding for the first phase of development that would be matched with Choice Funding has been firmly committed, including funds for infrastructure development. Additional project funding will need to be secured for the rest of the plan. In addition to the competitive HUD Choice Neighborhoods Implementation Grant, other sources of funding for implementation of the program described in this plan may include:

- » City of Detroit CDBG and HOME Investment Partnership Program Funds
- » City of Detroit Infrastructure Funding (Act 51 funds, City of Detroit General Funds)
- » Low Income Housing Tax Credits (LIHTC)
- » New Markets Tax Credits (NMTC)
- » Private Equity
- » State of Michigan

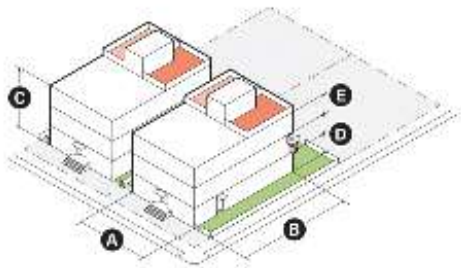
# EXHIBIT E

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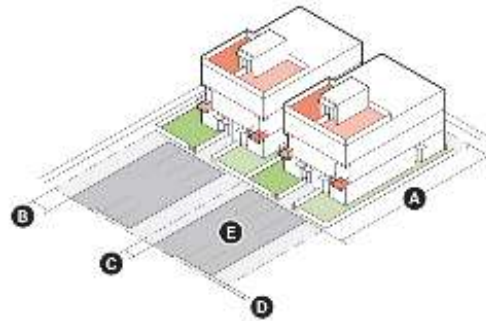
## DIVISION 15: BRUSH PARK FORM-BASED DISTRICT

### Building Standards

#### 3. Building Standards



#### 4. Access/Parking



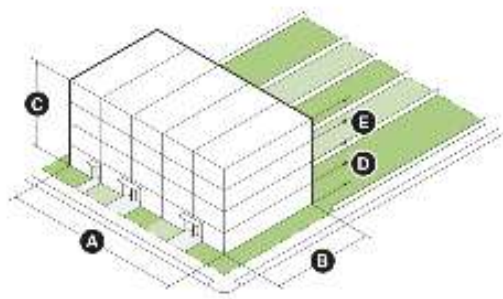
| Massing                     |                 | Parking Setbacks          |                    |
|-----------------------------|-----------------|---------------------------|--------------------|
| Facade Build Out            | 70% max         | A Primary Front Setback   | 60' min            |
| A Width                     | 24' min 38' max | B Secondary Front Setback | 10' min            |
| B Depth                     | 40' min 60' max | C Side Setback            | 6' min             |
| C Number of Stories         | 2 min 5 max     | D Rear Setback            | 2' min             |
| Story Height                | 11' min         |                           |                    |
| Ground Floor Elevation      | 2' min          | Parking Ratio             |                    |
|                             |                 | E Parking Spaces          | 1.0/DU max         |
| Fenestration                |                 | Parking Access            |                    |
| D Ground Story Fenestration | 20% min 50% max | Abutting an Alley         | Required           |
| E Upper Story Fenestration  | 20% min 50% max | Primary Frontage          | Permitted          |
|                             |                 | Secondary Frontage        | B or C Street Only |
|                             |                 | Driveway Width            | 12' max            |
| Use & Occupancy             |                 | Lot Perimeter Definition  |                    |
| Principal Use               | —               | Side & Rear Lot Line      | Required           |
| Residential                 | Open            | Fence or Hedge Height     | 4 min 6 max        |
| Commercial                  | —               |                           |                    |
| B Street                    | Limited         |                           |                    |
| C Street                    | Restricted      |                           |                    |
| Dwelling Units              | 2 min 6 max     |                           |                    |
| Outdoor Amenity Space       | 1/DU min        |                           |                    |

draft edition  
for reference only

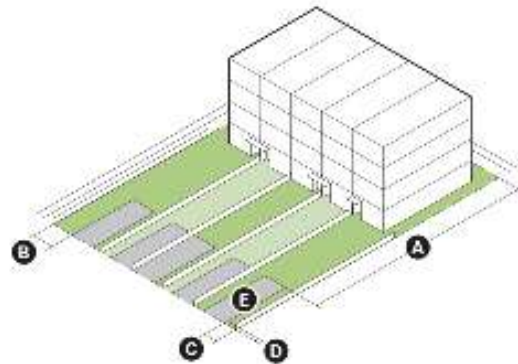
DIVISION 15: BRUSH PARK FORM-BASED DISTRICT

Building Standards

3. Building Standards



4. Access/Parking



| Massing                    |                   |
|----------------------------|-------------------|
| Facade Build Out           | 70% max           |
| <b>A</b> Width             | 17.5' min 41' max |
| <b>B</b> Depth             | 10' min 60' max   |
| <b>C</b> Number of Stories | 2 min 4 max       |
| Story Height               | 14' min           |
| Ground Floor Elevation     | 2' min            |

| Fenestration                       |                 |
|------------------------------------|-----------------|
| <b>D</b> Ground Story Fenestration | 20% min 50% max |
| <b>E</b> Upper Story Fenestration  | 20% min 50% max |

| Use & Occupancy              |            |
|------------------------------|------------|
| Principal Use                | —          |
| Residential                  | Limited    |
| Commercial                   | —          |
| B Street                     | Limited    |
| C Street                     | Restricted |
| Dwelling Units, Total        | 10 max     |
| Dwelling Units per Townhouse | 2 max      |
| Outdoor Amenity Space        | 1/DU min   |

| Parking Setbacks                 |         |
|----------------------------------|---------|
| <b>A</b> Primary Front Setback   | 60' min |
| <b>B</b> Secondary Front Setback | 10' min |
| <b>C</b> Side Setback            | 6' min  |
| <b>D</b> Rear Setback            | 2' min  |

| Parking Ratio           |            |
|-------------------------|------------|
| <b>E</b> Parking Spaces | 1.0/DU max |

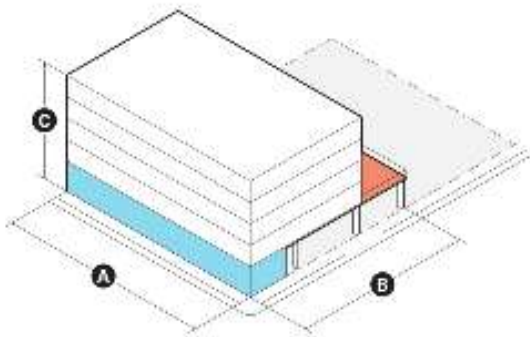
| Lot Perimeter Definition |             |
|--------------------------|-------------|
| Side & Rear Lot Line     | Required    |
| Fence or Hedge Height    | 4 min 6 max |

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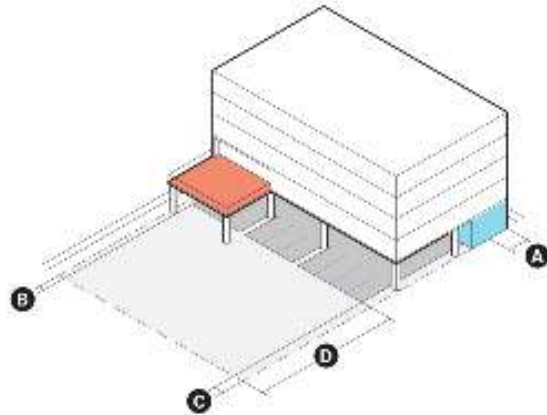
DIVISION 15: BRUSH PARK FORM-BASED DISTRICT

Building Standards

3. Building Standards



4. Access/Parking



| Massing                            |                  |
|------------------------------------|------------------|
| Facade Build Out                   | 80% min          |
| <b>A</b> Width                     | 25' min 150' max |
| <b>B</b> Depth                     | 50' min 150' max |
| <b>C</b> Number of Stories         | 5 max            |
| Story Height                       | 14' min          |
| Ground Floor Elevation             | 2' min           |
| Fenestration                       |                  |
| <b>D</b> Ground Story Fenestration | --               |
| Residential                        | 20% min 50% max  |
| Commercial                         | 70% min          |
| <b>E</b> Upper Story Fenestration  | 20% min 50% max  |
| Use & Occupancy                    |                  |
| Principal Use                      | --               |
| Residential                        | Limited          |
| Commercial                         | --               |
| A Street                           | Limited          |
| B Street                           | Open             |
| Dwelling Units                     | 6 min            |
| Outdoor Amenity Space              | 1/DU min         |

| Parking Setbacks                 |                 |
|----------------------------------|-----------------|
| <b>A</b> Primary Front Setback   | 20' min         |
| <b>B</b> Secondary Front Setback | 20' min         |
| <b>C</b> Side Setback            | 0' min          |
| <b>D</b> Rear Setback            | 0' min          |
| Parking Ratio                    |                 |
| <b>E</b> Parking Spaces          |                 |
| Residential                      | 1.0/DU max      |
| Commercial                       | 2.0/1000 sf max |
| Perimeter Definition             |                 |
| Side & Rear Lot Line             | Required        |
| Fence or Hedge Height            | 4 min 6 max     |

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for reference only

# EXHIBIT F

**Brush & Watson New Construction Request for Proposals  
 Proposal Summary Sheet**



| <b>Respondent Information</b>              |  |               |  |
|--------------------------------------------|--|---------------|--|
| Developer Name                             |  |               |  |
| Firm Location                              |  |               |  |
| Primary Contact                            |  |               |  |
| Contact Phone                              |  | Contact Email |  |
| Other Members of Development Team and Role |  |               |  |
|                                            |  |               |  |
|                                            |  |               |  |
|                                            |  |               |  |

| <b>Development Program</b>        |  |                                                |  |
|-----------------------------------|--|------------------------------------------------|--|
| Description of Proposed Use       |  |                                                |  |
| Number of Total Residential Units |  | Number of Affordable Units at or Below 80% AMI |  |
| Non-Residential SF                |  |                                                |  |

| <b>Financial Information</b> |        |  |                        |  |   |  |
|------------------------------|--------|--|------------------------|--|---|--|
| Bid Price                    |        |  | Total Development Cost |  |   |  |
| Avg. Market Rent per SF      |        |  | Avg. Hard Cost per SF  |  |   |  |
| Anticipated Sources          | Source |  | Amount                 |  | % |  |
|                              | Source |  | Amount                 |  | % |  |
|                              | Source |  | Amount                 |  | % |  |
|                              | Source |  | Amount                 |  | % |  |
|                              | Source |  | Amount                 |  | % |  |