

Memorandum

To: Honorable City Council

From: Alexis Wiley, Chief of Staff, Mayor's Office

cc: Legislative Policy Division
Department of Recreation
Building Safety Engineering and Environmental Department
Corporation Counsel
City Clerk

Date: July 16, 2015

Re: Riverside Park Correspondences, Responses, and Information

Enclosed you will find over 600 pages of information which include the following:

1. Riverside Park Agreement with attached resolutions
2. Concept Plan Map (in color)
3. Valuation of Bridge Easement
4. Memorandum from Buildings Safety Engineering and Environmental Department (summary of Environmental Reports)
5. Baseline Environmental Report
 - Phase I Environmental Site Assessment
 - Phase II Environmental Site Assessment
6. Correspondences between City Council and the Administration regarding:
 - Jefferson Avenue/23rd Street /St. Anne's Street and Detroit International Bridge Company (DIBC) Violations/Fines questions submitted by Council Member Raquel Castaneda Lopez with responses from the Administration
 - Land Exchange Agreement questions submitted by Council Member Scott Benson with responses from the Administration



- Land Exchange Agreement questions submitted by Council Member Raquel Castaneda Lopez with responses from the Administration
- Legislative Policy Division analysis of the Riverside Land Exchange Agreement with responses from the Administration
- Request from Council Member Scott Benson to amend the Land Exchange Agreement resolution with attached amended resolution
 - Commitment letter from the DIBC to the City of Detroit
- Additional Land Exchange Agreement questions submitted by Council Member Scott Benson with responses from the Law Department
 - Master Concession Agreement by and between the Detroit/Wayne County Port Authority and the Ambassador Port Company
- Land Exchange Agreement questions submitted by Council Member Mary Sheffield with responses from the Administration
 - Title information for the News Warehouse Building
- Budget Impact questions from the Legislative Policy Division with responses from the Administration
- Additional information requests from Council Member Raquel Castaneda Lopez. The Administration will respond to these requests by the end of the business day, July 16th, 2015.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

DETROIT
CITY CLERK

22

2300 COLEMAN TOWER
DETROIT, MICHIGAN 48226
PHONE 313-224-6380
FAX 313-224-1629
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2015 MAY 14 P 2:07
May 5, 2015

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Transfer of Jurisdiction / Surplus of Real Property at 3401 W. Jefferson

Honorable City Council:

The Planning & Development Department (P&DD) has requested that the Finance Department transfer jurisdiction of the above-referenced property to the Recreation Department for capital improvements along the riverfront.


The subject property is a vacant property that sits in the proximity of Riverside Park. This property is not needed by the Department to continue the operation of any P&DD activities; therefore, it is in the best interest of the City to authorize this transfer to the Recreation Department.

Pursuant to Section 14-8-3 of the Detroit City Code, it is hereby requested by the Finance Department that the Detroit City Council approve the transfer of jurisdiction of 3401 W. Jefferson from the Planning & Development Department to the Recreation Department.

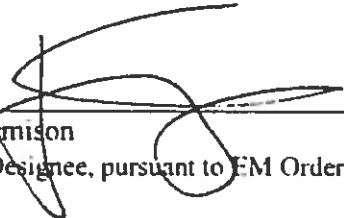
Respectfully submitted,

FINANCE DEPARTMENT

PLANNING & DEVELOPMENT DEPARTMENT



John Naglick
Finance Director



Arthur Jamison
Mayor's Designee, pursuant to EM Order No. 38, ¶13

Attachment

- cc: A. Sabree, Mayor's Office
Recreation Department
B. Goldman, Law Department
S. Brinkman, Law Department



BY COUNCIL MEMBER: _____

WHEREAS, the Planning & Development Department (P&DD) has jurisdiction over certain real property located at 3401 W. Jefferson, Detroit, Michigan ("Property") as further described in the attached Exhibit "A", which is not needed to continue the operation of any P&DD activities; and

WHEREAS, P&DD has requested that the Finance Department transfer jurisdiction of said real property to the Recreation Department for capital improvements along the riverfront; and

WHEREAS, P&DD deems said real property not essential to the Department;

NOW THEREFORE BE IT RESOLVED, that in accordance with the foregoing communication and Section 14-8-3 of the Detroit City Code, the Detroit City Council hereby approves the transfer of jurisdiction of real property at 3401 W. Jefferson, Detroit, Michigan, from the Planning & Development Department to the Recreation Department.



2015 MAY 14 P 2: 08

May 14, 2015

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Land Exchange Agreement between the City of Detroit and Detroit International Bridge Company

Honorable City Council:

We are seeking this Honorable Body's approval for the transformation of Riverside Park. We have provided for Council and staff review, the proposed Land Exchange Agreement between the City of Detroit and the Detroit International Bridge Company and its affiliate ("DIBC") (the "Agreement"). This letter is a brief summary of the key points.

The transaction is best understood by reference to the attached exhibit. The roughly 3 acre strip of property to the immediate west of the Bridge is owned by the City (City Property) and is part of Riverside Park. The 4.788 acre parcel located on the western border of Riverside Park is owned by DIBC. DIBC currently leases that property (News Warehouse Property) to a tenant for use as a newsprint storage facility.

If the Agreement receives Council approval, the parties will proceed with transactions designed to exchange the News Warehouse Property for the City Property. DIBC will use the City Property (and air easements over adjoining streets) in an effort to obtain approval to build a new bridge just to the west of the Ambassador Bridge (the "New Span"). The City will use the News Warehouse Property to enlarge and enhance Riverside Park. In connection with these transactions, DIBC will contribute \$5 million to the City.¹

If approved, the transactions will proceed in two phases. Phase one should take place shortly after Council approval. In phase one, DIBC will transfer to the City title to the News Warehouse Property. DIBC will make a \$3 million contribution to the City for improvements to the Park.²

In the Agreement, DIBC states that it knows of no environmental problems at the News Warehouse Property. However, if there is an environmental issue that neither the City nor DIBC

¹ Concurrently with this request, we are seeking approval for adding to Riverside Park 3.427 acres of vacant property already owned by the City, as shown on the attached exhibit. This is not part of the DIBC agreement, but the funding provided under the agreement will allow the City to transform this additional property into usable park space - further expanding and enhancing Riverside Park.

² Although the City will take title to the News Warehouse Property as part of phase I, the City will allow DIBC to continue receiving rent from its tenant under a lease that ends in July 2018. After the tenant vacates - not later than July 2018 - DIBC is obligated to demolish the building to make the property usable as a park. At that time, the City will be able to incorporate the property into Riverside Park.



RE: Land Exchange Agreement between the City of Detroit and Detroit International Bridge Co.
May 8, 2015
Page 2

is willing to remediate, either the City or DIBC can terminate the transaction and the City will not take title.

In the second phase, the City will convey the City Property to DIBC to assist DIBC in its effort to build the New Span. However, Riverside Park was funded with various state and federal grants. The City's conveyance of the City Property to DIBC would constitute what regulators refer to as a "conversion" of Riverside Park. A conversion cannot be done without governmental approvals – which require a showing that the park after the conversion will provide as good or better recreational opportunities than before the conversion. There also are specific steps the City must comply with to seek a conversion, including a public hearing, and those would take place as soon as possible after approval of the Agreement.

We believe that with the News Warehouse Property, and DIBC's financial contributions, Riverside Park will provide better recreational opportunities than it does now. Accordingly, we will be seeking and expect to obtain approval for the conversion, which will allow the City to convey the City Property (and certain air rights over adjacent streets) to DIBC. DIBC will use the property and air rights in support of its efforts to obtain necessary approvals to build the New Span. Further, as part of phase 2, DIBC will make an additional \$2 million contribution to the City.

If governmental approvals for the conversion cannot be secured, and phase 2 does not proceed, the City will retain the News Warehouse Property, the City Property, and DIBC's initial \$3 million contribution. The City would not receive the additional \$2 million DIBC contribution.

As mentioned, if phase 2 does proceed, the City will convey the City Property to DIBC. In that event, however, DIBC will convey back to the City a 100 foot wide easement running along the river over the former City Property. That will allow the City to continue the river walk over the property being conveyed to DIBC.

We are grateful for the Council's consideration of this request and, following your consideration, we ask that the Council enter a resolution in the form submitted.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alicia C. Bradford".

Alicia C. Bradford, Director
Attachment

cc: A. Sabree, Mayor's Office

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement"), dated as of April 29, 2015 (the "Execution Date") and to be effective as of the Effective Date (as defined below), is entered into between the CITY OF DETROIT, a Michigan public body corporate (the "City"), DETROIT INTERNATIONAL BRIDGE COMPANY, a Michigan corporation, together with its affiliate identified on the signature page hereof (collectively, "DIBC"), for the purposes set forth in this Agreement.

RECITALS:

A. DIBC owns certain real property located on the Detroit Riverfront in Detroit, Michigan, as depicted in the attached Annex as Exhibit A (the "News Warehouse Property").

B. The City owns real property along the Detroit Riverfront near the News Warehouse Property in Detroit, Michigan, as depicted in the attached Annex as Exhibit B (the "City-Owned Property").

C. The City also owns other real property near or adjacent to the City-Owned Property, where portions of Jefferson Avenue and Fort Street are located, as depicted in the attached Annex as Exhibit C (the "Air-Rights Easement Property").

D. DIBC is the owner and operator of an international bridge crossing from Detroit, Michigan to Windsor, Ontario (the "Existing Bridge"), and DIBC intends to develop, construct and operate a new span (the "New Span") over and upon portions of the City-Owned Property and the Air-Rights Easement Property for the purpose of providing enhanced international bridge services in the City.

E. With the support and assistance of DIBC under this Agreement, the City intends to develop a park along the waterfront on the News Warehouse Property. Accordingly, DIBC has agreed to promptly convey the News Warehouse Property and make the Private Contribution (as defined below) to the City.

F. The City has agreed upon the satisfaction of certain conditions to grant to DIBC an easement over the Air-Rights Easement Property and to allow DIBC to exercise the air-rights easement and convey to DIBC the City-Owned Property, for the construction and operation of the New Span.

G. DIBC has agreed, upon its acquisition of the City-Owned Property, to grant to the City an easement along the waterfront portion of the City-Owned Property, as depicted in the attached Annex as Exhibit D (the "Waterfront Easement Property") for purposes of maintaining and enhancing public recreational access to the Detroit Riverfront, provided that the easement over and upon the Waterfront Easement Property shall be subject to DIBC's senior right and priority to use portions of the Waterfront Easement Property for purposes of constructing and maintaining support piers for the New Span, and related security measures for the same, in accordance with the terms of this Agreement.

Accordingly, the City and DIBC (each, a "Party" and, collectively, the "Parties") agree as follows:

1. Effective Date of this Agreement. This Agreement is subject to the following condition precedent before it shall become effective: Enactment of a resolution by the Detroit City Council approving this Agreement and authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby (the "City Council Resolution"). This Agreement shall become effective five days after the City Council Resolution becomes effective under the City's Charter and ordinances (the "Effective Date").

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2. DIBC Conveyance to City; City Grant of Air Rights Easement.

A. Within fifteen (15) days of the Effective Date: (i) DIBC shall have prepared by a mutually acceptable title company (the "Title Company") a draft of a commitment (the "Final Title Commitment") to issue an ALTA fee owner's title insurance policy without standard exceptions, in an amount agreed to by the Parties, insuring title to the News Warehouse Property and the Air-Rights Easement Property, to be in good and marketable condition, free and clear of any liens and encumbrances except those liens, encumbrances, easements and other matters set forth in Schedule B-II to the Final Title Commitments to the extent the same are not objected to or waived in accordance with terms of this Agreement; and (ii) DIBC shall have prepared by a mutually acceptable surveyor (the "Surveyor") an ALTA/ACSM land title survey of the News Warehouse Property and the Air-Rights Easement Property, indicating all structures, easements and improvements thereon, and sufficient to cause the Title Company to delete the so-called standard exceptions from the corresponding Final Title Commitments (the "Final Survey"). The Final Surveys will also describe the News Warehouse Property and the Air-Rights Easement Property. The City grants DIBC and its contractors performing work on DIBC's behalf a license to access the Air-Rights Easement Property for the purposes of performing the survey work as required hereunder, and DIBC shall protect, defend, indemnify, save and hold harmless the City against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred with respect thereto) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by the negligence or willful misconduct of such parties in carrying out the survey work.

Prior to entering onto the Air-Rights Easement Property for such purposes, DIBC 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. DIBC shall use all reasonable efforts to minimize damage to the Air-Rights Easement Property in connection with such entry and shall fully restore the Air-Rights Easement Property to the condition existing prior to such entry. DIBC 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 DIBC's activities in accordance with the Right-of-Entry. DIBC shall submit to the City a copy of each survey or report generated as a result of such activities.

B. The City shall have fifteen (15) business days after its receipt of the Final Title Commitments and Final Surveys to make any objections to the condition of the property and the title thereto reflected in the Final Title Commitments and Final Surveys in writing to DIBC. If a timely objection is made, the Parties shall cooperate to remedy the title defects set forth in such objection or obtain title insurance insuring over any such defect. The City's failure to make objections within the 15-day time period shall be deemed approval by the City of the condition of the Final Title Commitments and Final Surveys.

C. The closing of DIBC's conveyance of the News Warehouse Property to the City (the "First Closing") shall be consummated at a meeting of the Parties within five (5) business days after resolution of any title defects by the Parties (the "First Closing Date"). At the First Closing, DIBC shall execute and deliver to the City the following: (i) A covenant deed, subject only to the title exceptions set forth on the final approved Final Title Commitment, conveying to the City marketable title to the News Warehouse Property, along with real estate transfer valuation affidavits, if necessary; (ii) an assignment and delivery of all other agreements, if any, which the City deems reasonably necessary for access and

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utilities to service the News Warehouse Property; and (iii) an affidavit stating that neither DIBC nor any of its principals is a "Foreign Person" within the meaning of IRC Section 1445(f)(3).

D. At the First Closing, the City shall give, grant and convey to DIBC and its successors and assigns, without warranties or representations as to title or otherwise, an easement for the air space above the Air-Rights Easement Property (the "Air Rights Easement") for the purposes of constructing, repairing, replacing, inspecting, maintaining, operating and using the New Span and all activities incidental thereto (the "Permitted Air Uses"), as well as, the imposition in, on, over and upon the Air-Rights Easement Property of noise and other effects incidental to such Permitted Air Uses and all resulting annoyances or inconvenience due to such Permitted Air Uses. DIBC shall not be entitled to exercise the Air Rights Easement unless and until the Second Closing has occurred. DIBC agrees that the lowest point of the New Span where it passes over the Air Rights Easement Property shall be the same distance above those roadways as the Existing Bridge. DIBC shall be entitled to grant any third party the right to use the Air-Rights Easement Property for any of the Permitted Air Uses. Without limiting the foregoing, DIBC shall be authorized after the Second Closing to grant a license or lease to guests, customers, tenants, contractors, agents, licensees and/or permittees of DIBC to utilize the Air-Rights Easement Property for any of the Permitted Air Uses.

E. All required City approvals shall be granted or obtained as a condition precedent to the First and Second Closing.

F. The following items shall be apportioned between DIBC and the City as of the First Closing Date: (i) All real estate and personal property taxes and assessments that are due or that are a lien against the News Warehouse Property as of the First Closing Date shall be paid in full by DIBC, and all current real estate taxes and personal property taxes shall be prorated based upon the due date of each such tax, with such proration being made as if such taxes are paid in advance; (ii) all water, sewer and utility charges and maintenance charges shall be paid by DIBC through the First Closing Date or prorated between DIBC and the City and appropriate credits given; (iii) DIBC shall pay any and all state and county transfer taxes or documentary stamp taxes payable upon delivery or recording of the covenant deed; (iv) the City shall pay any premiums to issue any endorsements the City requests to be attached to the title insurance policies issued by the Title Company at the First Closing; and (v) DIBC shall pay the cost, if any, charged by the Title Company to prepare closing documents and assist with the First Closing.

G. From and after the Execution Date, DIBC shall not enter into, modify, amend, or extend any lease with any tenant for any part of the News Warehouse Property (a "Lease") which would extend beyond July 31, 2018, nor shall DIBC permit or suffer any tenant holding over under a Lease. As soon as reasonably possible after the Effective Date, DIBC shall negotiate for the relocation, at its sole cost and expense, of all tenants or other occupants under the Leases") on the News Warehouse Property. At the First Closing, (i) DIBC shall assign to the City all of DIBC's right, title and interest in and to the Leases, (ii) the City shall assign to DIBC its rights to all remaining rental payments until expiration or termination of the Leases, and (iii) DIBC shall agree to perform all remaining landlord obligations under the Leases until expiration or termination of the same, and DIBC shall agree to indemnify and hold the City harmless from and against any claims, damages obligations or liabilities, including attorney fees, arising from or relating to the landlord obligations. DIBC shall have all of the economic benefits associated with the Leases until their expiration or termination and, upon expiration or termination of the Leases, DIBC shall perform its obligations under subsection G.

H. Within 120 days after the later to occur of the following: (i) the Second Closing, or (ii) the termination of Leases on July 31, 2018 (plus such additional time, if any, as may be reasonably

necessary to evict any tenant holding over under a Lease), DIBC shall undertake, at its sole cost and expense, to demolish all of the improvements on the News Warehouse Property and, with respect to any voids from removal of any foundations and/or basements, will cause to be backfilled with compacted sand. In addition, any footings or other subsurface structures that would impede redevelopment will be removed in conjunction with site demolition activities. All asphalt will be removed from the site and all site surfaces will be graded and seeded.

I. DIBC represents and warrants to the City that no remediation of any hazardous materials is required on the News Warehouse Property under the environmental cleanup criteria applicable to the News Warehouse Property as of the First Closing Date in light of the use of the News Warehouse Property immediately prior to the date thereof. In the event that, as a result of any environmental inquiry or assessment of the News Warehouse Property that is conducted prior to the First Closing, it is determined that DIBC may be required to incur any liability for remediation of the property, DIBC may elect to terminate this Agreement prior to the First Closing without any further liability to the City.

3. Private Contribution by DIBC.

A. In recognition of DIBC's desire to contribute to the City's park improvements and recreational opportunities for residents and visitors, DIBC shall make a cash contribution to the City in the amount of Five Million Dollars (\$5,000,000.00) (the "Private Contribution"). The Private Contribution shall be paid by DIBC in two installments. An initial installment in the amount of Three Million Dollars (\$3,000,000.00) of the Private Contribution (the "First Installment") shall be paid by DIBC by wire transfer on the First Closing Date to an account specified by the City not less than three (3) days prior to the First Closing Date. At the closing of the transactions contemplated by Section 4 of this Agreement, DIBC shall pay to the City the second installment of Two Million Dollars (\$2,000,000.00) of the Private Contribution (the "Second Installment"). The Second Installment shall be payable by wire transfer to an account specified by the City not less than three (3) days prior to such closing.

B. The City acknowledges and agrees that no goods, services, privileges or other rights were or are being provided to DIBC in exchange for the Private Contribution by DIBC, and that DIBC is making the Private Contribution solely to enable the City to make park improvements for its citizens and visitors. Upon DIBC's request for the same, the City shall provide DIBC with a receipt acknowledging DIBC's Private Contribution.

4. City Conveyance to DIBC.

A. Promptly after the Effective Date, DIBC shall at its sole cost and expense perform a survey and prepare legal descriptions necessary to allow the City to make application for the necessary lot split of the City-Owned Property (the "Lot Split"). The City will grant DIBC and its contractors performing work on DIBC's behalf a license to access the City-Owned Property for the purposes of performing the survey work as required hereunder in accordance with a fully executed Right-of-Entry, and DIBC shall protect, defend, indemnify, save and hold harmless the City against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred with respect thereto) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by the negligence or willful misconduct of such parties in carrying out the survey work.

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Prior to entering onto the City-Owned Property for such purposes, DIBC 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. DIBC shall use all reasonable efforts to minimize damage to the City-Owned Property in connection with such entry and shall fully restore the City-Owned Property to the condition existing prior to such entry. DIBC 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 DIBC's activities in accordance with the Right-of-Entry. DIBC shall submit to the City a copy of each survey or report generated as a result of such activities.

B. Promptly after DIBC's completion of the survey work, the City shall (i) submit lot split applications and such other applications as may be necessary for the Lot Split and (ii) such applications, as may be necessary for the City assessor to cancel the existing tax parcel numbers for the real property that comprises the City-Owned Property and/or issue new tax parcel numbers coinciding with the legal descriptions of the City-Owned Property (the "Tax Parcel Reconfiguration"). The Parties agree to continue to cooperate and submit such applications and information as may be necessary to accomplish the Tax Parcel Reconfiguration.

C. Promptly after completion of the Tax Parcel Configuration: (i) DIBC shall have prepared by the Title Company a Final Title Commitment to issue an ALTA fee owner's title insurance policy without standard exceptions, in an amount agreed to by the Parties, insuring title to the City-Owned Property, to be in good and marketable condition, free and clear of any liens and encumbrances except those liens, encumbrances, easements and other matters set forth in Schedule B-II to the Final Title Commitment to the extent the same are not objected to or waived in accordance with terms of this Agreement; and (ii) DIBC shall have prepared by the Surveyor an ALTA/ACSM land title survey of the City-Owned Property, indicating all structures, easements and improvements thereon, and sufficient to cause the Title Company to delete the so-called standard exceptions from the corresponding Final Title Commitment. The Final Survey will also describe the City-Owned Property.

D. The City shall have fifteen (15) business days after its receipt of the Final Title Commitment and Final Survey to make any objections to the condition of the property and the title thereto reflected in the Final Title Commitment and Final Survey in writing to DIBC. If a timely objection is made, the Parties shall cooperate to remedy the title defects set forth in such objection or obtain title insurance insuring over any such defect. The City's failure to make objections within the 15-day time period shall be deemed approval by the City of the condition of the Final Title Commitment and Final Survey.

E. The closing of the City's conveyance of the City-Owned Property to DIBC, and of DIBC's grant of the Waterfront Easement to the City under Section 5 of this Agreement (the "Second Closing") shall be consummated at a meeting of the Parties within five (5) days after satisfaction of each of the conditions precedent set forth in Section 9 of this Agreement (the "Second Closing Date"). At the Second Closing, the City shall execute and deliver to DIBC the following: (i) A quit claim deed conveying to DIBC whatever right, title or interest the City has with respect to the City-Owned Property, along with real estate transfer valuation affidavits, if necessary; (ii) an assignment and delivery of all other agreements, if any, in form and substance acceptable to the City, which DIBC deems reasonably necessary for access and utilities to service the City-Owned Property; and (iv) acknowledgment that DIBC can exercise the Air Rights Easement. The City shall not be required to execute or deliver to DIBC or the Title Company any "owner's affidavit," "FIRPTA Affidavit" or certification of non-foreign status.

or sworn statements. At the Second Closing, DIBC shall execute and deliver to the City the Waterfront Easement over the Waterfront Easement Property as contemplated by Section 5 of this Agreement.

F. The following items shall be apportioned between DIBC and the City as of the Second Closing Date: (i) All real estate and personal property taxes and assessments that are due or that are a lien against the City-Owned Property as of the Second Closing Date shall be paid in full by the City, and all current real estate taxes and personal property taxes shall be prorated based upon the due date of each such tax, with such proration being made as if such taxes are paid in advance; (ii) all water, sewer and utility charges and maintenance charges shall be paid by the City through the Second Closing Date or prorated between DIBC and the City and appropriate credits given; (iii) the City shall pay any and all state and county transfer taxes or documentary stamp taxes payable upon delivery or recording of the quit claim deed; (iv) DIBC shall pay any premiums to issue any endorsements DIBC requests to be attached to the title insurance policy issued by the Title Company at the Second Closing; and (v) DIBC shall pay the cost, if any, charged by the Title Company to prepare closing documents and assist with the Second Closing.

G. DIBC agrees that the lowest point of the Deck of the New Span shall not be lower than fifty (50) feet above the surface of the City-Owned Property. For purposes of this Agreement, the term "Deck" means the roadway portion of the New Span to be constructed above the City-Owned Property.

H. DIBC agrees that, except for operation of the Existing Bridge and the New Span in the ordinary course of business and for such activities that are conducted by DIBC and its contractors during the construction phase of the New Span, it shall not place on the City-Owned Property any facility, building or operation that interferes with the use and enjoyment of Riverside Park, such as, for example, a facility that emits noxious fumes or odors or that creates loud noise.

I. Other Approvals. After the Second Closing, DIBC shall not proceed with construction activities until it has secured any necessary approvals from U.S. federal governmental agencies for construction of the New Bridge. In connection with the construction process, DIBC shall secure such construction permits and approvals as required by the appropriate governmental authorities having jurisdiction over the construction activities.

5. Grant of Waterfront Easement: Cooperation with Respect to the Riverfront East of the Existing Bridge.

A. At the Second Closing, DIBC shall give, grant and convey to the City and its successors and assigns a 100 foot wide easement to, over, on, across and through a portion of the Waterfront Easement Property (the "Waterfront Easement"), for the purposes of constructing, repairing, replacing, inspecting, maintaining, operating and using a pedestrian walkway (the "Permitted Waterfront Uses"); The 100 foot width mentioned in the preceding sentence is the width of the Waterfront Easement beginning at the harbor line of the Detroit River and running northerly perpendicular to the river therefrom; provided however that DIBC shall have the senior right and priority to use any portion of the intended Waterfront Easement Property for the installation, placement, maintenance and security of support piers and related items (the "Support Piers") for the support and security of the New Span, as determined by DIBC in its sole discretion. In the event that DIBC uses any part of the Waterfront Easement Property for the installation, placement, maintenance and security of Support Piers, DIBC will provide a mutually acceptable alternative design for the City's walkway that is in reasonable proximity to the intended Waterfront Easement Property but avoids the Support Piers or other interference by DIBC.

Subject to the foregoing, the City shall be authorized to grant a license or lease to guests, walkway customers, tenants, contractors, agents, licensees and/or permittees of the City to utilize the Waterfront Easement Property for any of the Permitted Waterfront Uses in accordance with the terms of the Waterfront Easement.

B. The Parties acknowledge that DIBC or its affiliates, and various railroad companies, have various interests in riverfront property east of the Existing Bridge. The Parties further acknowledge that it would be in the interest of the City and its residents to have a riverfront walkway on such property. Accordingly, while not imposing any legally binding obligations on either of the Parties, the Parties agree to cooperate in efforts to secure City ownership of, or an easement over, a 100 foot wide stretch of riverfront property east of the Existing Bridge to allow the City to place a river-front pedestrian walkway on such property.

6. Governmental Approvals.

A. The Parties are aware that the City's conveyance of the City-Owned Property to DIBC pursuant to this Agreement may constitute a conversion ("Conversion") of the City-Owned Property under the Land and Water Conservation Fund Act (the "LWCFA") and/or the Michigan Resources and Environmental Protection Act (the "MREPA").

B. Promptly after the Effective Date, the Parties will jointly and cooperatively apply to the appropriate Governmental Authorities for approval of the Conversion. DIBC shall cooperate fully in the application process as required by applicable law (the "Conversion Procedures"). Such cooperation shall include DIBC's preparation of initial drafts of all application papers together with preparation or securing of all necessary accompanying documents, all of which must be reasonably acceptable to the City. DIBC shall be solely responsible for any costs or expenses incurred in connection with the Conversion Procedures. Notwithstanding the foregoing, DIBC may concurrently and separately seek a waiver, stipulation or any other form of legal decision or governmental regulatory determination confirming that the City would incur no liability under the LWCFA and, if applicable, the MREPA upon consummation of the transactions contemplated by this Agreement.

C. The City believes that the size, value, quality and recreational opportunities and benefits associated with the News Warehouse Property conveyed to the City under this Agreement substantially outweigh any loss of the same on the City-Owned Property to be conveyed to DIBC. Despite the foregoing, the City understands that the approval, waiver, or acknowledged satisfaction of each Governmental Authority may require substantially more time than that which is presently anticipated by the Parties. Accordingly, the Parties agree that their respective obligations to acquire the approvals set forth in this Section shall continue, without any limitation as to time or duration for the completion thereof, except that (i) all such efforts shall be at DIBC's expense and risk, and (ii) subject to the limitations in section 8(B).

7. Agreements, acknowledgements and expressions of belief.

A. The Parties acknowledge and agree that the City's proposed use of the News Warehouse Property and the Waterfront Easement Property is for a park and other recreational uses related thereto, and that DIBC's proposed use of the City-Owned Property and the Air-Rights Easement Property is for a new international bridge span and related uses.

B. The Parties acknowledge and agree that DIBC's conveyance to the City of the News Warehouse Property and, if applicable, the Waterfront Easement, is the exclusive consideration for

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the City's conveyance to DIBC of the City-Owned Property and the Air Rights Easement, and that City's conveyance to DIBC of the City-Owned Property and the Air Rights Easement is the exclusive consideration for DIBC's conveyance to the City of the News Warehouse Property and, if applicable, the Waterfront Easement.

C. [Intentionally Omitted]

D. The parties acknowledge and agree that all practical alternatives to the transactions contemplated by this Agreement (the "Transactions") have been evaluated.

E. The Parties believe that the fair market value of the News Warehouse Property is greater than the fair market value of the City-Owned Property. The fair market value of the News Warehouse Property and the City-Owned Property shall be established by an approved appraisal and prepared in accordance with uniform Federal appraisal standards, and the appraisal for the News Warehouse Property shall exclude the value of existing structures and facilities.

F. The Parties believe that: (i) the News Warehouse Property is of reasonably equivalent usefulness and location as the City-Owned Property; (ii) the News Warehouse Property will provide a better recreation experience than the City-Owned Property; and (iii) the News Warehouse Property is located at a reasonably equivalent location as the City-Owned Property. The Parties acknowledge and agree that the News Warehouse Property will be administered by the same political jurisdiction as the City-Owned Property.

G. The Parties believe that the News Warehouse Property will meet the recreation needs of the community and will exceed the current uses the City-Owned Property is currently providing. The News Warehouse Property will serve the same community as the City-Owned Property was intending to serve.

H. The Parties believe that (i) the News Warehouse Property meets the eligibility requirements for an acquisition assisted by the Land and Water Conservation Fund (the "LWCF") assisted acquisition; and (ii) the News Warehouse Property (a) is adjacent to a viable recreation area, (b) is owned by DIBC and is not currently used for recreational purposes, and (c) has not been dedicated or managed for recreational purposes. DIBC represents that the News Warehouse Property has not received federal assistance or LWCF assistance.

I. The City shall use its best efforts to provide, in connection with the Conversion Procedures, all requirements for any environmental evaluation to be conducted of the City-Owned Property.

J. The City believes that the Transactions do not cause or constitute a significant change in or to the original project on the City-Owned Property funded in part by the LWCF.

K. The City believes that the Transactions do not conflict with the Statewide Comprehensive Outdoor Recreation Plan or equivalent recreation plans.

L. As soon as practical after the Effective Date, the Parties will jointly and cooperatively contact the Michigan Department of Natural Resources Grants Management Division with respect to the Transactions. The Parties will seek an expeditious determination whether the Transactions are a Conversion, and if so, the extent of the Conversion, and whether the Conversion could be

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considered a "small conversion" as defined in the Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 69, Effective Date October 10, 2008, Chapter 8, Section E9.

M. DIBC owns the property at 2001 15th Street, Detroit, Michigan, commonly known as the Central Train Depot (the "Depot"). Prior to the Execution Date, DIBC installed a functional freight elevator and provided assurance to the City that it would promptly install new windows throughout the Depot. DIBC confirms that it will promptly proceed with installation of new windows throughout the Depot, consisting of approximately 1,050 windows. All windows will be installed no later than December 31, 2015.

8. Reasonable Best Efforts.

A. The City and DIBC shall use their reasonable best efforts to consummate the transactions contemplated hereby and to cause the conditions to the Second Closing set forth in Section 9 to be satisfied as promptly as possible after the Effective Date. Without limiting the generality of the foregoing, upon the request of DIBC, the City shall use its reasonable best efforts to (i) at DIBC's expense, promptly obtain all consents, permits, waivers, approvals, authorizations and orders from each Governmental Authority necessary under Section 6 of this Agreement, in accordance with the provisions of section 6(B), (ii) as promptly as practicable, at DIBC's request and expense, make and not withdraw (without DIBC's consent) all registrations and filings required to obtain Governmental approvals under section 6 of this Agreement (iii) defend fully and vigorously, at DIBC's sole expense, all lawsuits or other legal, regulatory or other proceedings that would not allow the consummation of (a) the land exchange (including grant of the Waterfront Easement), (b) payment of the Private Contribution, and (c) conveyance of the Air Rights Easement contemplated under this Agreement (collectively, the "Contemplated Transactions"), in each case until the issuance of a final, non-appealable order with respect to each such lawsuit or other proceeding, (iv) if requested by DIBC, commence or threaten to commence and pursue vigorously any action reasonably necessary to the consummation of the Contemplated Transactions it being understood that the costs and expenses of all such actions shall be borne by DIBC, (v) seek to have lifted or rescinded, at DIBC's sole expense, any injunction or restraining order which may adversely affect the ability of the parties to consummate the Contemplated Transactions, in each case until the issuance of a final, non-appealable order with respect thereto, (vi) seek to resolve any objection or assertion by any Governmental Entity challenging the Contemplated Transactions and (vii) execute and deliver any additional instruments necessary to consummate the Contemplated Transactions.

B. The City's obligations hereunder shall terminate (a) after the Second Closing, or (b) on the twenty-fifth anniversary of the Execution Date if the Second Closing has not by then yet occurred. Further, the City may object in writing to participating in any legal action that the City believes to be futile, vexatious, or not well grounded in law and fact as required under Fed. R. Civ. P. 11 (or equivalent state rule). If DIBC disagrees with the City's objection, the Parties shall resolve the dispute by the retention of a mutually agreeable arbitrator, who shall arbitrate and decide the dispute on an expedited basis. If the Parties cannot agree on an arbitrator, either Party may petition the Wayne County Circuit Court for appointment of an arbitrator. Such resolution shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction. Nothing in Section 8(A) of this Agreement shall obligate the City to initiate or participate in any litigation that opposes the bridge project commonly known as the New International Bridge Crossing (NIBC).

C. The City shall, subject to all applicable privileges, use its reasonable best efforts to:

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(i) give DIBC prompt notice of the making or commencement of any request, inquiry, investigation, action or legal proceeding by or before any governmental entity ("Governmental Entity") with respect to the transactions contemplated hereby; (ii) keep DIBC informed as to the status of any such request, inquiry, investigation, action or legal proceeding; and (iii) promptly inform DIBC of any communication to or from any other Governmental Entity regarding the matters set forth in this Section. The City will consult and cooperate with DIBC and will consider in good faith the views of DIBC in connection with any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with this Section. In addition, except as may be prohibited by applicable law, in connection with any such request, inquiry, investigation, action or legal proceeding under this Section, the City will permit authorized representatives of DIBC to be present at each meeting or conference relating to such request, inquiry, investigation, action or legal proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any Governmental Entity in connection with such request, inquiry, investigation, action or legal proceeding.

9. Conditions Precedent to Second Closing. The obligations of the Parties to consummate the Second Closing are subject to the satisfaction of the following conditions precedent: (i) Detroit City Council shall have enacted the City Council Resolution; (ii) DIBC and the City shall have acquired the governmental approvals or waivers for the Transactions contemplated by Section 6 of this Agreement; (iii) DIBC shall have paid the First Installment of the Private Contribution and shall be prepared at the Second Closing to fund the Second Installment of the Private Contribution, and (iv) the conditions of sections 2(E) and 2(H) have been satisfied. No Party shall be required to consummate the Second Closing unless the applicable conditions set forth in this Agreement have been satisfied. Each of the representations, warranties and covenants of the Parties shall survive without any limitation of time or duration, unless subsequently agreed to in writing by the Parties. From and after the First Closing, without regard to whether the conditions precedent to the Second Closing can or cannot be satisfied and the contemplated land exchange does or does not take place, the City shall be entitled to retain, without any liability or obligation to DIBC or its affiliates, the City Owned Property, the News Warehouse Property and the First Installment of the Private Contribution.

10. Limitation of Liability. DIBC, for itself and its affiliates, knowingly and advisedly, forever waives and releases any money damage claims or demands it may have or acquire, or which it may claim to have or claim to acquire at any time in the future, against the City or any of its affiliated agencies, corporations, authorities or other affiliated entities (collectively, "City Affiliates"), or any of their respective employees, elected officials or agents, arising under or relating to this Agreement, and/or DIBC's exercise of its rights hereunder, and/or the City's breach or alleged breach of the Agreement, and/or any related claim. Such claims include, but are not limited to, any claim in which DIBC asserts that DIBC's efforts to construct the New Span have been delayed, rejected or impaired in any respect. DIBC shall have the right solely to seek Injunctive relief, specific performance or other equitable remedies in the event of the City's breach of this Agreement, which is not cured within sixty (60) days of written notice thereof, subject to the following conditions: (i) DIBC shall only have the right to seek equitable relief with respect to acts by the City after the Effective Date, (ii) the City shall have no obligation to undertake any activity or activities that, in the aggregate, would result in the City being required to incur liabilities or obligations, or expend amounts, in excess of Five Hundred Thousand Dollars (\$500,000.00), and (iii) under no circumstances shall DIBC or any affiliate be entitled to money damages as a result of the City's breach of this Agreement. The protections afforded to the City in this Agreement, including this paragraph, are in addition to any other protections afforded to the City by law including governmental immunity.

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11. **Indemnity.** DIBC shall defend, indemnify and save harmless the City and the City Affiliates, and any of their respective employees, elected officials or agents (each, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against all claims, costs, damages, judgments, expenses, fines, obligations, liabilities and losses (including reasonable attorney fees, paralegal fees, expert witness fees, consultant fees, and other costs of defense) (collectively, "Losses") incurred by the Indemnified Parties to the extent such Losses arise from or relate to DIBC's (or its affiliate, contractor or agent's) performance of work or exercise of rights under or pursuant to this Agreement. The foregoing indemnity includes, but is not limited to, the following claims: (i) injury (including death) to any person, and/or (ii) damage or loss of any kind to any property, and/or (iii) any environmental contamination of any type or nature, and/or (iv) any other third party claim brought against the City; provided, however, that nothing in this Section shall require DIBC to indemnify an Indemnified Party (x) for any Losses that are caused directly by the negligence of an Indemnified Party or its breach of this Agreement or (y) any Losses associated with environmental clean-up activities on the News Warehouse Property or the City-Owned Property unless, at any time before or after the First Closing, DIBC or any of its agents, employees or contractors caused or allowed the release of the hazardous substances on the News Warehouse Property or the City-Owned Property or otherwise created the need for the environmental clean-up activities.

12. **Interference.** From and after the Effective Date, the City will not (a) convey any other property, easement or rights in conflict with the Transactions; (b) interfere with the Transactions or DIBC's rights under this Agreement; (c) place, or grant to others the right to place, within the City-Owned Property or the Air-Rights Easement Property or within 100 feet of the City-Owned Property or the Air Rights Easement Property, any buildings, signs, poles, towers, improvements, landscaping or any other items which shall exceed a height of 25 feet above the surface of the same; or (d) except as immediately hereafter provided, lease, sell, license, or grant an easement or other rights to use the air rights above the balance of the City-Owned Property and the Air-Rights Easement Property. Notwithstanding the foregoing, DIBC acknowledges and agrees that the City may, prior to the Second Closing (i) install a river walk on the Waterfront Easement Property, subject to DIBC's right, after the Second Closing, to install Support Piers within the Waterfront Easement Property; DIBC shall be given full access to the Waterfront Easement Property for that purpose and the parties shall cooperate fully to permit the installation of Support Piers in the most economical manner in a fashion which will allow (after installation of the Support Piers) continued use of the river walk, and (ii) the City shall have the right to make improvements to the City Owned Property (walkways, for example) to facilitate its use as a park, but upon the Second Closing the City will forfeit any right to the improvements and DIBC shall have no liability to the City for any expense incurred in creating the improvements.

13. **Right to Grant License or Lease.** After the Second Closing, all rights granted hereunder to DIBC can be made available by DIBC to third parties, including to guests, customers, tenants, contractors, agents, licensees and/or permittees of DIBC to utilize the City-Owned Property and the Air-Rights Easement Property for any of the uses permitted hereunder.

14. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be sent both by electronic mail and by personal delivery as follows (or any subsequent address as may hereafter be provided):

If to the City, to:

City of Detroit
Attention: Mayor Mike Duggan
2 Woodward Avenue
Suite 1126

M.S.
C.N.R.

Detroit, Michigan 48226

with a copy to:

Melvin Butch Hollowell, Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

If to DIBC, to:

Detroit International Bridge Company
Attention: Michael A. Samhat
12225 Stephens Road
Warren, MI 48089

with a copy to:

Bodman PLC
Attention: Edwin J. Lukas, Esq.
1901 St. Antoine Street
6th Floor at Ford Field
Detroit, MI 48226

15. **Covenants Running with the Land.** This Section applies only after the Second Closing. The Air Rights Easement and, if applicable, the Waterfront Easement shall, to the extent allowed by law, be binding upon and inure to the benefit of the City, DIBC and each of their respective successors and assigns, and shall, to the extent allowed by law, be permanent and perpetual. The section shall have no force or effect if this Agreement is terminated in accordance with Section 8(B).

16. **Disclaimer of Warranties.** The City expressly disclaims, and makes no warranties or representations as to, its ownership of, or its ability to convey good and marketable title to, the City-Owned Property or the Air-Rights Easement Property. Each Party acknowledges that it is acquiring the property of the other Party in its "AS IS" condition, without any warranties or representations, express or implied, concerning such property, except as expressly set forth in this Agreement; provided, however, that the investigation by each Party and its employees, agents and representatives of the financial and physical conditions of such Property shall not negate or diminish the representations or warranties of either Party in this Agreement. For the avoidance of doubt, nothing in this Agreement shall nullify, terminate or diminish the obligations of DTE Gas Company to remediate the environmental condition of the City-Owned Property.

17. **Interpretation.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa. This Agreement shall be construed to give effect to its terms without any presumption that it is to be construed against its draftsman or otherwise construed in favor of or against either party. Each party to this Agreement has been represented by counsel of its choice and has participated equally in connection with the preparation, negotiation and execution of this Agreement. The Recitals, and the captions and headings of each Section or paragraph hereof, are included only for background and conveyance of reference, and shall be disregarded in the construction and interpretation of this Agreement.

18. **No Special Relationship.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture or employer-employee or fiduciary relationship between or among any of the parties in their respective businesses or otherwise or cause any of them to be considered partners, joint venturers, members of any joint or common enterprise, employer-employee, or fiduciaries.

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19. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible; provided, however, if any provision of this Agreement limiting the City's liability, or protecting the City against liabilities, loss, obligations or damages, is found to be unenforceable as written, or invalid or illegal in any respect, the Agreement shall terminate without liability to the City.

20. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that DIBC may assign its rights and delegate its obligations under this Agreement to an affiliate of DIBC without the consent of the City. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. Notwithstanding the foregoing, in the event that the City sells or otherwise conveys to a third party all or any portion of the Air-Rights Easement Property, such third party shall acquire the Air-Rights Easement Property subject to the Air Rights Easement and the rights granted to DIBC pursuant to this Agreement.

21. **Waiver.** No failure of any party to exercise any right or power hereunder or to insist upon strict compliance by any other party with any terms, covenants, or conditions of this Agreement and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of the right of any party to demand exact compliance with the terms of this Agreement.

22. **Jurisdiction, Venue and Jury Waiver.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the City of Detroit and County of Wayne, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

B. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

23. **Amendment.** The terms and conditions of this Agreement shall not be amended in any manner except by a written instrument, duly executed by the Parties.

24. **Facility Notice.** City hereby discloses to DIBC under MCL 324.20116(1), and DIBC expressly acknowledges and agrees that it is aware, that portions of City-Owned Property are a facility as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. and DIBC acknowledges that it has been provided with information describing the general nature

and extent of the release of hazardous materials causing the City-Owned Property to be a facility, as required by MCL 324.20116.

25. Neither this Agreement nor any memorandum relating to the Transactions herein shall be recorded with the Wayne County Register of Deeds until the Second Closing has occurred.

26. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. This Agreement reflects the entire agreement and understanding of the parties with respect to the matters set forth herein.

27. Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated to grant an easement over the Air-Rights Easement Property or to sell the City-Owned Property 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.

[Signatures appear on next page.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date, to be effective as of the Effective Date.

CITY:
CITY OF DETROIT, a Michigan public body corporate

By: *Michael E. Duke*
Print Name: MICHAEL E. DUKE
Its: Mayor

DIBC:
DETROIT INTERNATIONAL BRIDGE COMPANY, a Michigan corporation

By: *Michael A. Samhat*
Print Name: Michael A. Samhat
Its: Vice President - Real Estate

DIBC's AFFILIATE:
RIVERVIEW-TRENTON RAILROAD COMPANY, a Michigan corporation

By: *Michael A. Samhat*
Print Name: Michael A. Samhat
Its: President

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.	Approved by City Council on
	Approved by the Mayor on <u>May 4, 2015</u>
Finance Director	

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

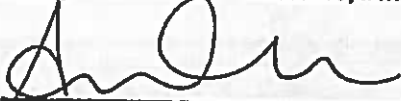
CNR 5/4/2015
Corporation Counsel *Deputy*

*M.S.
CNR*

CITY's Acknowledgment

State of Michigan)
) SS.
County of Wayne)

The foregoing instrument was acknowledged before me this ^{4th May} 29th day of April, 2015 by Michael Duggan, the Mayor of the CITY OF DETROIT, a Michigan public body corporate, on behalf of said entity.



Notary Public
Oakland County, Michigan
My commission expires: 1/22/17

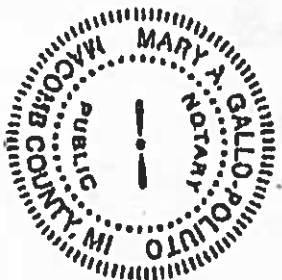
AMANDA ELIAS
Notary Public - Michigan
Oakland County
My Commission Expires Jan 22, 2017
Acting in the County of Wayne

*M.D.
CNR*

DIBC's Acknowledgment

State of Michigan)
) SS.
County of Macomb)

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Michael A. Samhat, the Vice President – Real Estate of DETROIT INTERNATIONAL BRIDGE COMPANY, a Michigan corporation, on behalf of said entity.



MARY A. GALLO-POLUTO
Notary Public, State of Michigan
County of Macomb
My Commission Expires May 29, 2019
Acting in the County of MACOMB

Mary A. Gallo-Poluto
Notary Public
Macomb County, Michigan
My commission expires: 11/29/2019

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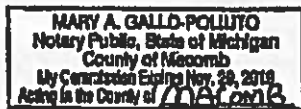
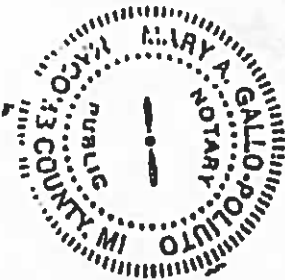
Affiliate's Acknowledgment

State of Michigan)
) SS.
County of Macomb)

The foregoing instrument was acknowledged before me this 29th day of April, 2015 by Michael A. Samhnt, the President of Riverview-Trenton Railroad Company, a Michigan corporation, on behalf of said entity.

Mary A. Gallo-Poluto

Notary Public
Macomb County, Michigan
My commission expires: 11-29-2019

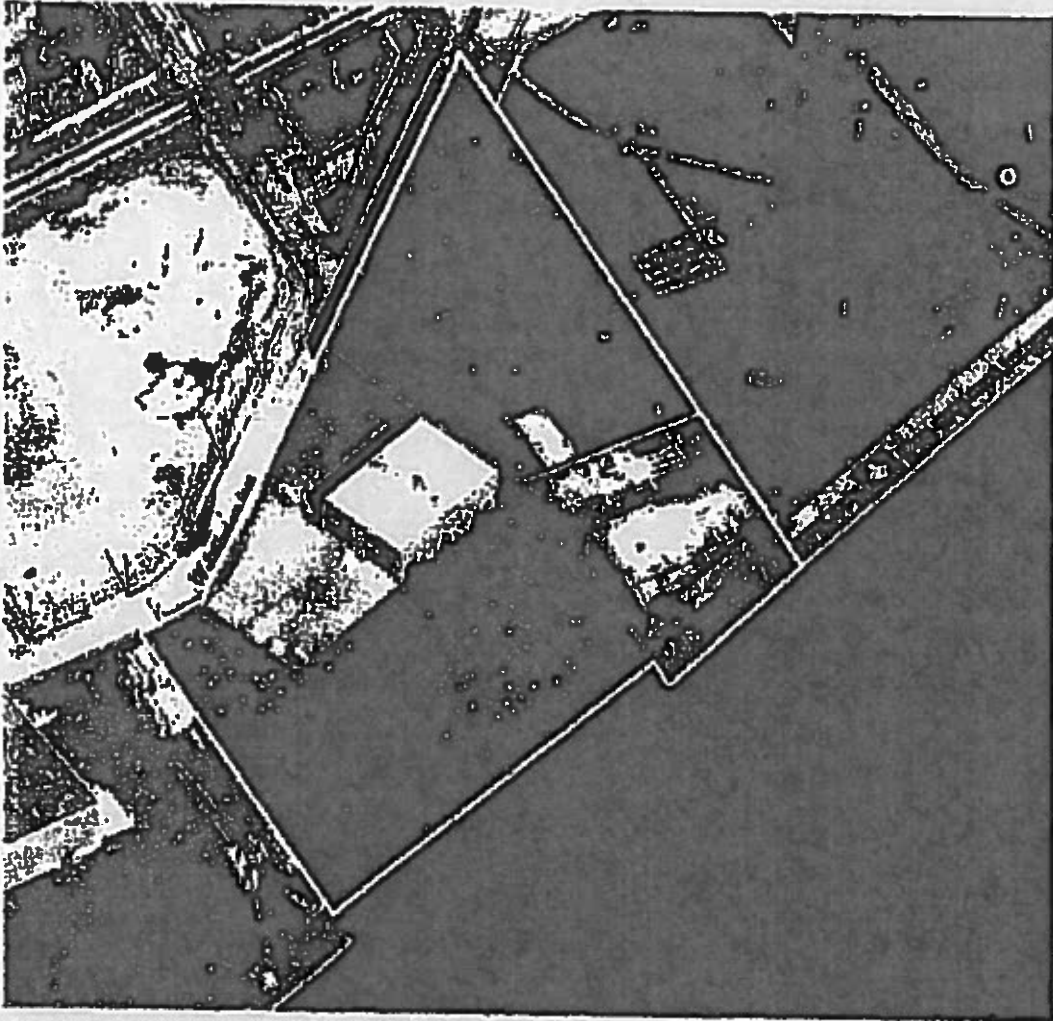


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Annex to Land Exchange Agreement

See attached.

Exhibit A



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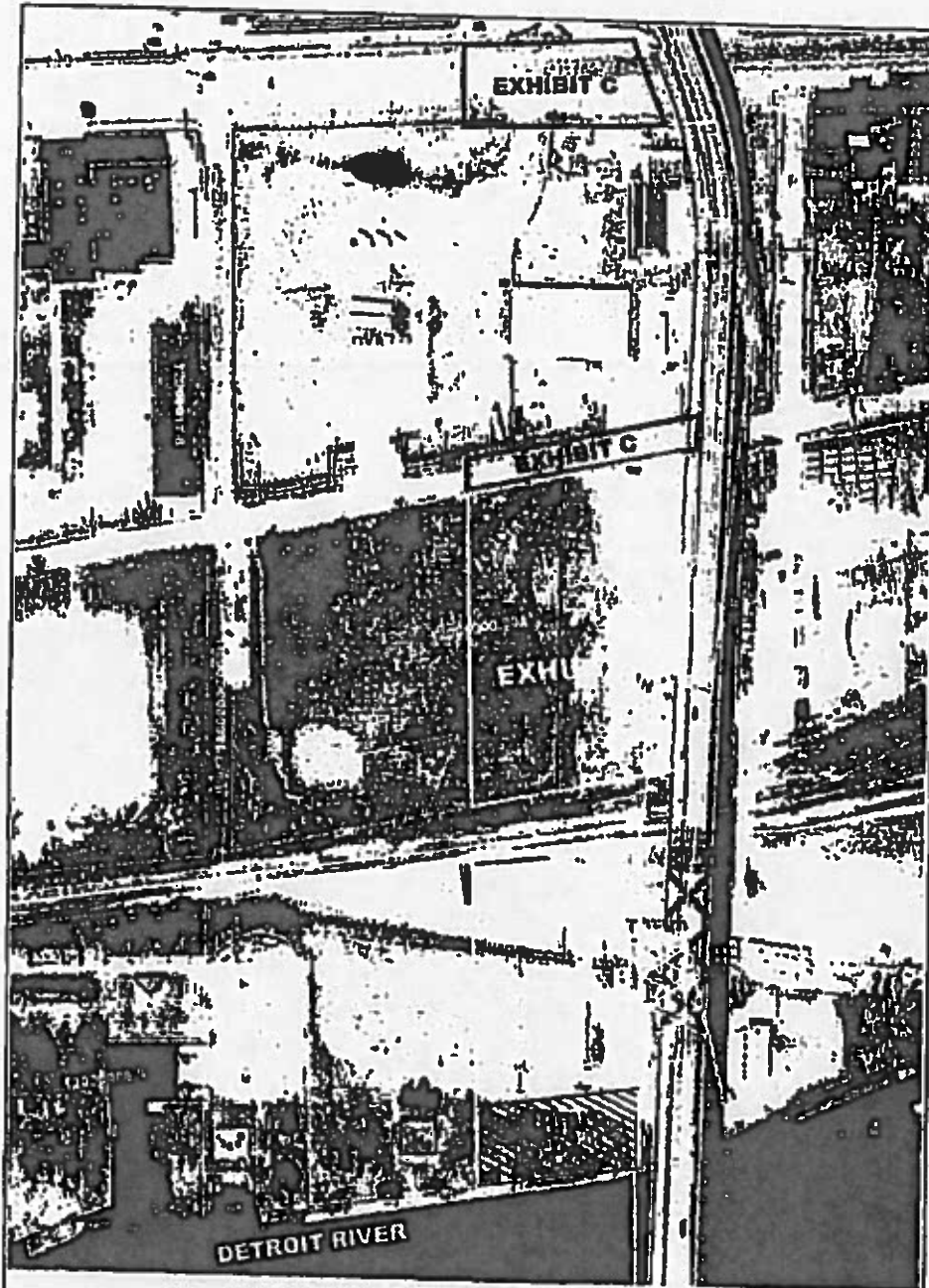


EXHIBIT B CITY-OWNED PROPERTY

**EXHIBIT D WATERFRONT
EASEMENT
PROPERTY**

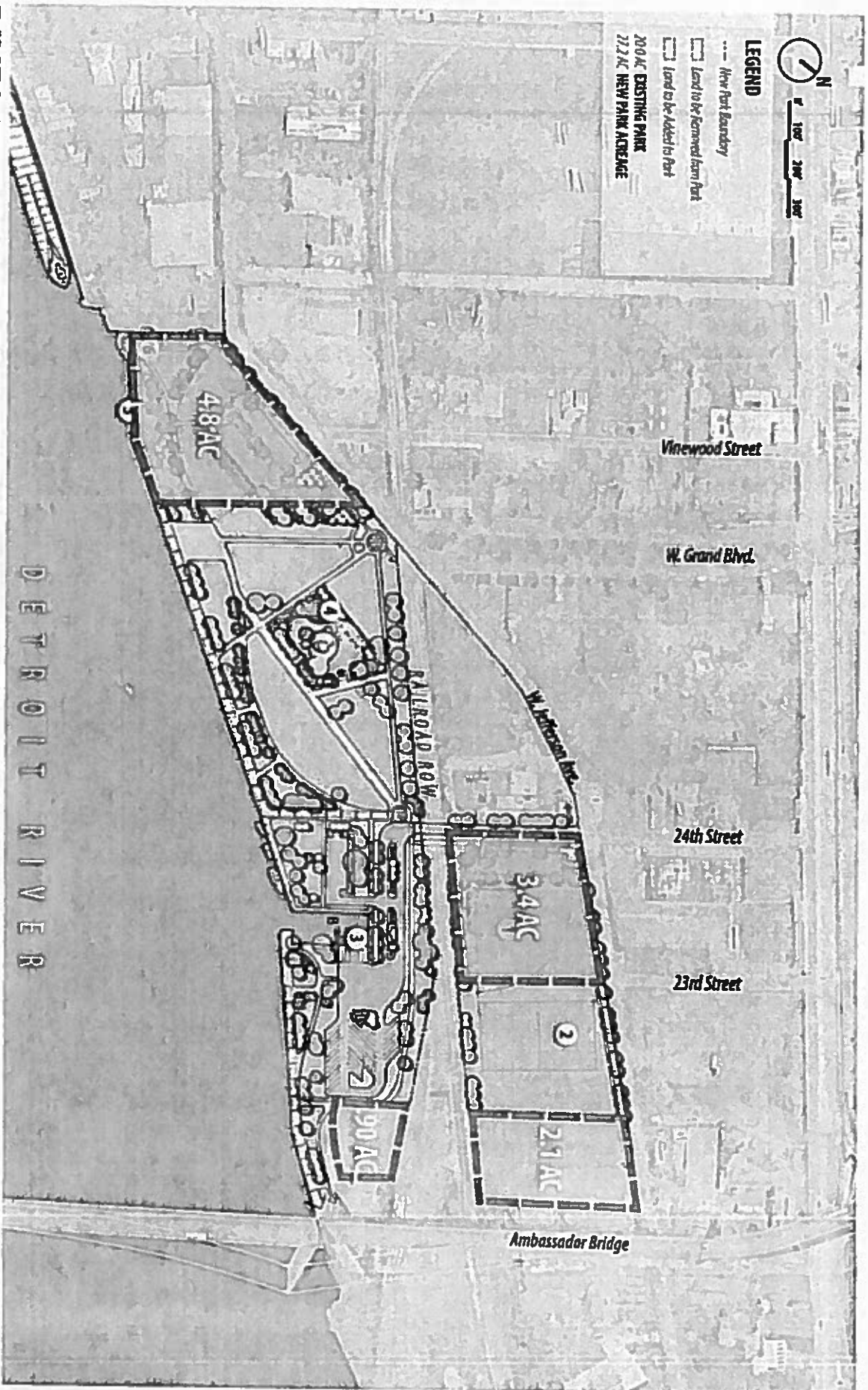
**EXHIBIT C AIR-RIGHTS EASEMENT
PROPERTY**



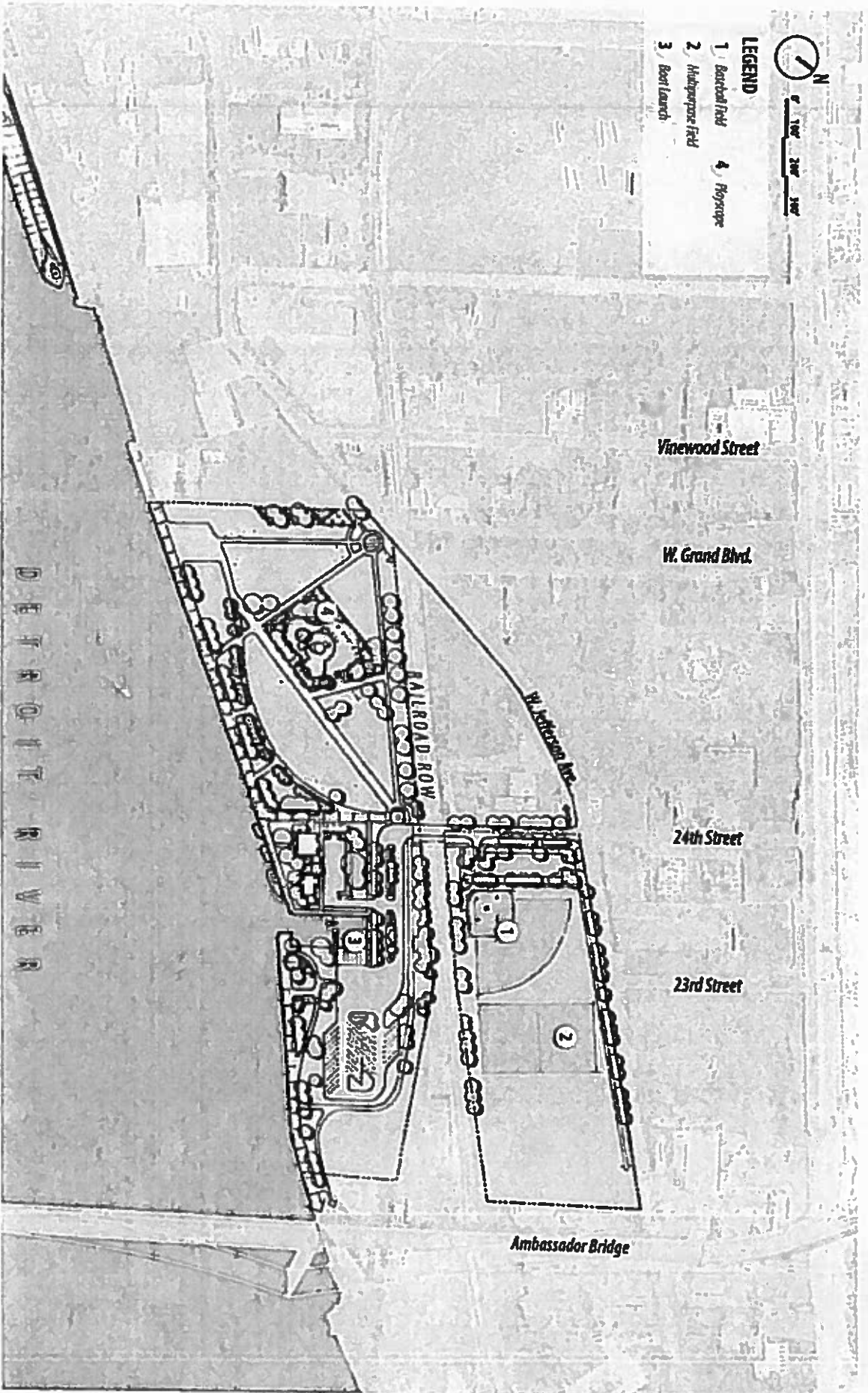
EXHIBITS B, C, D	
Detroit International Bridge Company, 1927 Michigan	
CITY PROPERTY	A.1

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RIVERSIDE PARK - CONCEPT PLAN

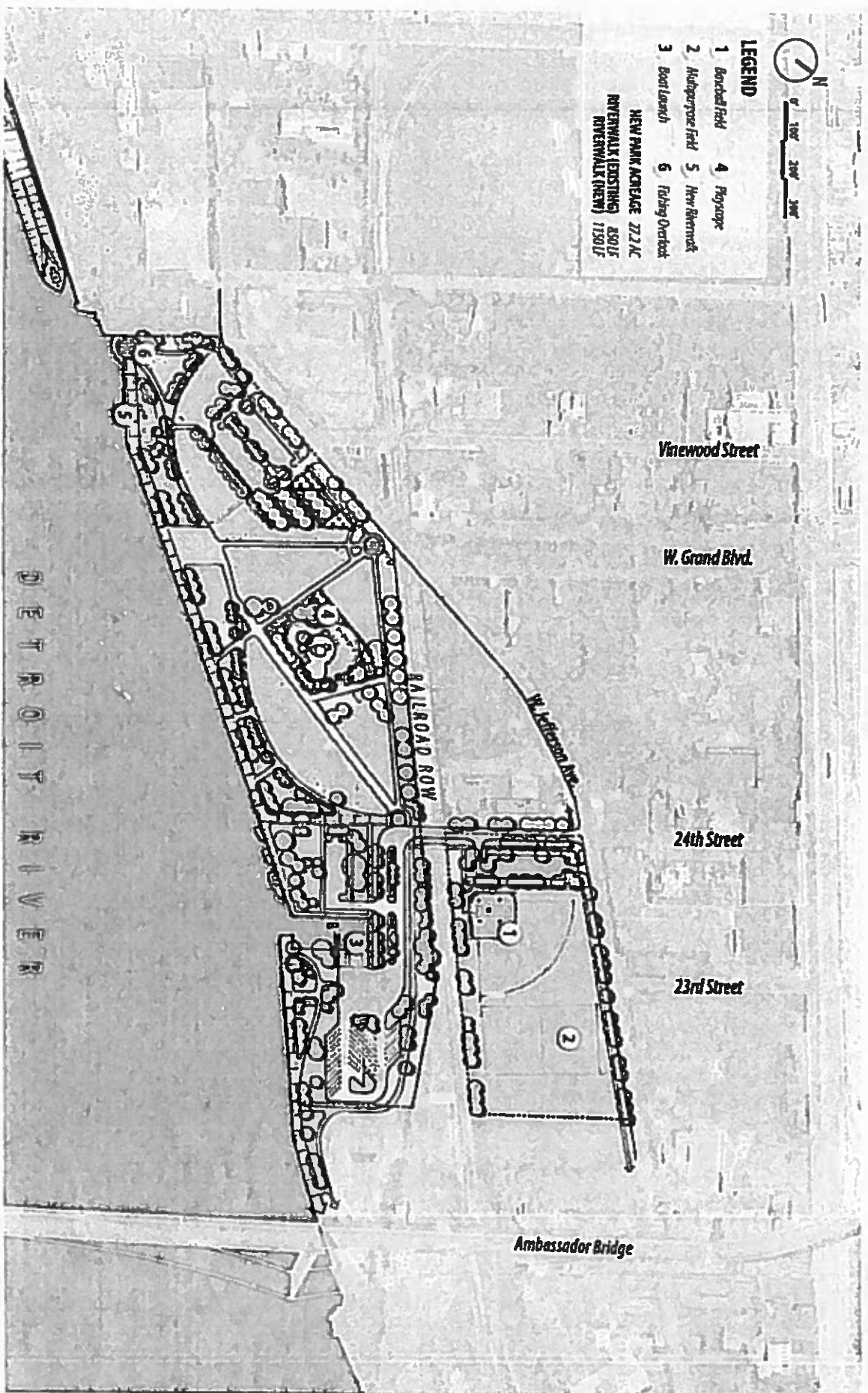


RIVERSIDE PARK - PHASE I CONCEPT PLAN



- LEGEND**
- 1, Boat Ramp
 - 2, Multipurpose Field
 - 3, Boat Launch
 - 4, Play Area

SMITHGROUPJJR

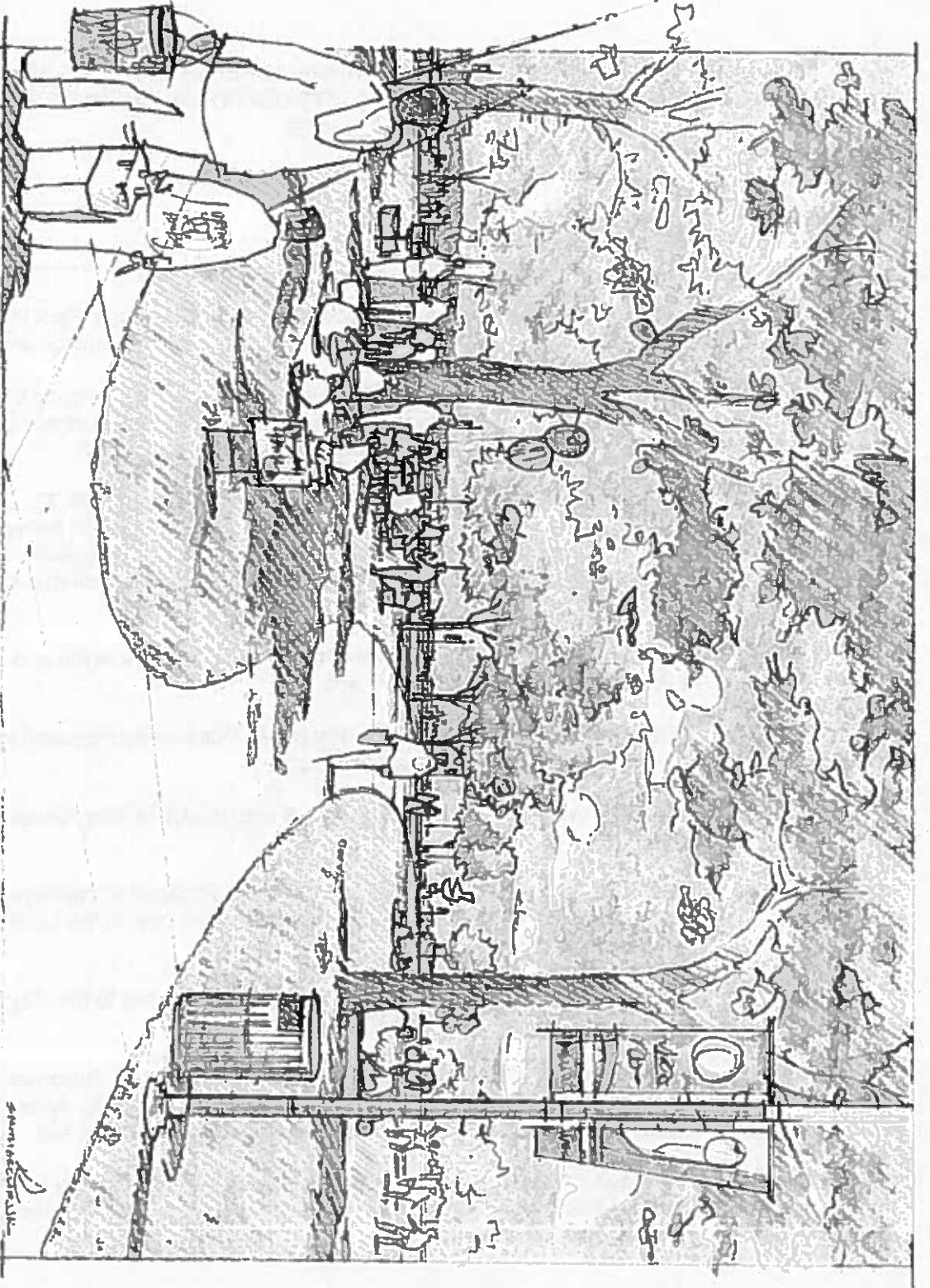


RIVERSIDE PARK - PHASE II CONCEPT PLAN

DETROIT RIVER

SMITHGROUPJJR

RIVERSIDE PARK



April 10, 2011
SMITHGROUPJJR

**A RESOLUTION REGARDING A LAND EXCHANGE AGREEMENT DATED APRIL 29, 2015,
BETWEEN THE CITY OF DETROIT, DETROIT INTERNATIONAL BRIDGE COMPANY AND
ITS AFFILIATE**

By Council Member _____

- WHEREAS** the City of Detroit desires to expand and transform Riverside Park to provide new and improved recreational offering to the surrounding community; and
- WHEREAS** DIBC is the owner and operator of an international bridge crossing from Detroit, Michigan to Windsor, Ontario and intends to develop, construct and operate a new span over and upon portions of city-owned property; and
- WHEREAS** the City has prepared a Land Exchange Agreement dated April 29, 2015 (Land Exchange Agreement) which sets forth a series of transactions between the City, the Detroit International Bridge Company and its affiliate Riverview – Trenton Railroad Company (jointly DIBC) which will facilitate the transformation of Riverside Park; and
- WHEREAS** the City owns certain property along the Detroit Riverfront which is currently part of Riverside Park (City Property); and
- WHEREAS** DIBC owns certain waterfront property (News Warehouse Property) located to the immediate west of Riverside Park; and
- WHEREAS** the City desires to expand Riverside Park onto the News Warehouse Property; and
- WHEREAS** DIBC is willing to transfer the News Warehouse Property to the City in exchange for the City Property under terms and conditions set forth in the Land Exchange Agreement; and
- WHEREAS** DIBC is also willing to make certain financial contributions to the City to support the transformation of Riverside Park; and
- WHEREAS** the City has agreed, upon satisfaction of certain conditions, to convey the City Property to DIBC and grant DIBC an easement over other city-owned property to assist DIBC in its efforts to construct and operate a new span; and
- WHEREAS** In the event DIBC satisfies the requisite conditions and receives title to the City Property, DIBC will grant an easement back to the City for a 100 foot wide river-walk across such property; and

- WHEREAS** concurrent with this transaction, this Honorable Body is being asked to approve the addition of certain vacant land currently owned by the City to be added to Riverside Park; **NOW, THEREFORE, BE IT**
- RESOLVED** That the Land Exchange Agreement is hereby approved; **BE IT FURTHER**
- RESOLVED** That the approval and granting of an air rights easement as described in the Land Exchange Agreement (Exhibit C) is hereby approved; **BE IT FURTHER**
- RESOLVED** That it is hereby declared that the acquisition of certain land described in the Land Exchange Agreement (Exhibit A) is necessary to preserve or promote the public health, safety, welfare or good; **BE IT FURTHER**
- RESOLVED** That the execution of the Land Exchange Agreement and the acquisition from DIBC of certain land described in the Land Exchange Agreement (Exhibit A) is approved, subject to the conditions set forth therein and compliance with the City Code; **BE IT FURTHER**
- RESOLVED** That City Council will set a date and time not less than 30 days from now for a public hearing regarding the conversion of the city-owned property referred to in the Land Exchange Agreement (Exhibit B); **BE IT FURTHER**
- RESOLVED** That City Council hereby approves the acceptance of the financial contribution from DIBC in an amount up to \$5M as described in the Land Exchange Agreement; **BE IT FINALLY**
- RESOLVED** That the Mayor or his designee is hereby empowered to authorize and execute the Land Exchange Agreement and such other documents as may be necessary or convenient in furtherance of the approved transactions.



RIVERSIDE PARK - CONCEPT PLAN

