

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**



CITY OF DETROIT
LAW DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 500
DETROIT, MICHIGAN 48226-3437
PHONE 313•224•4550
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TO: The Detroit City Council

FROM: C. Raimi, Law, on behalf of HRD

DATE: May 3, 2019

RE: **RESOLUTION SEEKING APPROVAL OF CONTRACT WITH DETROIT REGIONAL CHAMBER FOUNDATION TO ADMINISTER THE DETROIT PROMISE SCHOLARSHIP PROGRAM**

The Law Department on behalf of HRD respectfully submits the attached resolution seeking approval of a contract with the Detroit Regional Chamber Foundation to administer the Detroit Promise Scholarship Program.

Resolution introduced by: _____

A RESOLUTION BY THE DETROIT CITY COUNCIL

**RESOLUTION APPROVING CONTRACT WITH DETROIT REGIONAL CHAMBER
FOUNDATION (“FOUNDATION”) TO ADMINISTER THE DETROIT
PROMISE SCHOLARSHIP PROGRAM (“PROGRAM”)**

- WHEREAS** The Detroit promise scholarship program provides for payment of post-high school educational expenses for students needing financial assistance who have demonstrated academic achievement; and
- WHEREAS** The City has entered a contract with the Foundation to administer the Program, subject to City Council Approval; and,
- WHEREAS** The proposed contract provides a three-year term and will be grant funded in the sum of \$500,000; and,
- WHEREAS** The Program will enable worthy students to obtain post-high school education they otherwise could not afford; and,
NOW THEREFORE BE IT
- RESOLVED** That the contract between the City and the Foundation is hereby approved.

Alton James
Chairperson
Lauren Hood, MCD
Vice Chair/Secretary

City of Detroit
CITY PLANNING COMMISSION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-6225 Fax: (313) 224-4336
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Brenda Goss-Andrews
Lisa Whitmore Davis
David Esparza, AIA, LEED
Gregory Pawlowski
Frederick E. Russell, Jr.
Angela Webb



May 3, 2019

HONORABLE CITY COUNCIL

RE: Request of the Detroit Water and Sewerage Department to consider a text amendment to the Detroit Zoning Ordinance, Chapter 61, of the 1984 Detroit City Code for proposed modifications that would require new and redevelopment to manage stormwater to the performance standards of the Post-Construction Stormwater Management Ordinance and to allow for site plan review authority for stormwater management plans (**RECOMMEND APPROVAL**)

Before this Honorable Body is the request for a text amendment to the Zoning Ordinance to further facilitate the proposed Post-Construction Stormwater Ordinance.

BACKGROUND

In 2017, City Council reviewed and approved the provisions of Ordinance No. 37-17 commonly referred to as the Fifth General Text Amendment (FGTA) to the Zoning Ordinance. The FGTA included a vast number of amendments. One subset of the text amendments included what is commonly referred to as the "Waste Water and Greening Amendments."

Those specific provisions implemented the following through the Zoning Ordinance: required a permit for parking lots and driveways (61-4-135), required urban agriculture stormwater drainage controls and barriers (61-12-334), required inlets for parking lot wheel stops and curbs (61-14-153), required vegetative parking lot screening opacity of 75% (61-14-221), changed provision for interior landscaping to be triggered by lots that have capacity of 25 or more cars, gave provision to allow for landscaped areas to locate at grade level to capture stormwater runoff or otherwise have inlets to allow infiltration (61-14-223), and lastly the amendments added language to allow for pervious materials to be used for street parking, loading and circulation areas (61-14-150). The amendments proposed at that time came as a first phase of Stormwater amendments to the City Code.

The aforementioned zoning amendments that were adopted in 2017, were spurred by an initiative that began March 1, 2013 when the Michigan Department of Environmental Quality (MDEQ) issued the Detroit Water and Sewage Department (DWSD) and the National Pollution Discharge Elimination System (NPDES) of the US Environmental Protection Agency (EPA), a permit (Permit No. MI0022802). The permit requires DWSD to develop and implement a Green Infrastructure Plan for 17 specific outfalls along the Rouge River. DWSD submitted an updated

version of this Green Infrastructure Plan to the MDEQ on August 1, 2014. The ¹Green Infrastructure Plan is DWSD's road map for implementing green infrastructure in the future.

The permit requires DWSD to invest \$15 million in Green Infrastructure between 2013-2017 to reduce 2.8 million gallons (MG) of storm water flow (during the two-year design storm). The permit language identifies a number of specific green infrastructure project types, including downspout disconnections, demolition and removal of vacant structures, bioswales along roadways and parking lots, tree planting and other projects.

NATURE OF PROPOSAL

Even more recently, at the end of 2018, Your Honorable Body approved an amendment to Chapter 56, of the 1984 Detroit City Code, Utilities, to adopt a Post Construction Stormwater Ordinance. The proposal also gives provision for a Stormwater Management Design Manual, and lastly the proposal ultimately requires Zoning Ordinance text amendments to allow DWSD to have Site Plan Review authority to review the site plans of applicable developments.

CPC staff has worked with DWSD and their consultant and program manager, Tetrattech, through their process of drafting these documents and has given guidance on items related to the proposed amendments, and especially as it relates to the Zoning Ordinance amendments.

Chapter 56 Utility Code Post Construction Stormwater Management Ordinance

In general, the Post Construction Stormwater Management Ordinance (PCSWMO) gives provision to require *"Any development site with regulated construction activity that involves the replacement or creation of one-half acre (21,780 square feet) or more of impervious surface is subject to the PCSWMO. DWSD may also require that any construction activity meeting certain conditions (as specified in the Code) must also comply with these requirements."*

The PCSWMO gives provision for stormwater management requirements and alternative compliance measures for developments that cannot meet those requirements, such as in-lieu fees and off-site stormwater projects that are equivalent to what would be required on the subject site. These are options the ordinance provides for sites that demonstrate extraordinary difficulty in implementation of required practices.

The ordinance grants DWSD the authority to require a performance bond or other financial guarantees until the department can determine that stormwater control measures have been established and installed correctly up to two (2) years after a certificate of occupancy is issued.

Lastly, the ordinance outlines protocols for required maintenance, operations and maintenance plans, easements, records and drawing requirements, authority for right of entry and inspections of developments, appeals, notices, civil penalties and fines and other remedies for violations.

Stormwater Design Manual

The Stormwater Design Manual (SWDM) is a separate document given authority by the

¹ Green infrastructure is a collection of storm water management approaches intended to soak up storm water where it falls before it can enter the sewer system. It is green because these approaches, whether completely natural or constructed, often use trees and native plants to soak up storm water. It is infrastructure because these approaches work together to create a low-cost system for managing storm water.

PCSWMO, and provides consistency in design specifications, engineering methods, controls, and performance and technical standards to support the development community and property owners in understanding how to plan and build projects that comply with requirements under Detroit's PCSWMO.

The primary purposes of the SWDM is to allow DWSD to:

- 1) provide stormwater management site design guidance to help developers and property owners meet requirements of the PCSWMO
- 2) ensure uniformity in standards for Green Storm Infrastructure practices across the City
- 3) allow for efficient design review by DWSD along with appropriate City Departments

Chapters of the SWDM include technical advice, instruction and best practice for Regulatory Requirements, Site Design and Stormwater Management, Hydrologic Procedures, Drainage Conveyance, Soil Aggregates and Water, Detention Practices, Bioretention, Infiltration Practices, Permeable Pavement, Rainwater Harvesting, Living Roofs and Walls, Stormwater Wetlands and Manufactured Treatment Systems.

Chapter 61 Zoning Text Amendments

The PCSWMO requires that text amendments be made to the Detroit Zoning Ordinance in order to give DWSD any authority as the Michigan Zoning Enabling Act MCL 110, statutorily requires that proposed text amendments to Chapter 61, Zoning, to undergo at least one (1) public hearing and be subject to review by CPC with report and recommendation prior to being acted upon by City Council. CPC staff has been involved with DWSD and Tetrattech throughout the process and has worked to come to agreement on language appropriate for the Zoning Ordinance.

The zoning amendments being proposed are largely straightforward and reinforce the PCSWMO. Provisions being proposed apply to:

- Sec. 61-3-113, gives provision that development projects which meet the PCSWMO thresholds are subject to the Site Plan Review (SPR) process conducted by the Buildings Safety Engineering Environmental Department.
- Sec. 61-3-125 (t) and (u) sets provisions for site plans submitted by developers that trigger the PCSWMO and references 56-3-102.
- Sec. 61-3-127 (d) and (6) add language to include copies application and/or permits related to Stormwater be submitted to BSEED for SPR. Also adds language and reference to require a Post Construction Stormwater Management Plan.
- Sec. 61-3-141 adds language to give authorization for DWSD to participate in the site plan review of development plans that are eligible through PCSWMO in zoning districts that are under the purview of the Planning and Development Department.
- Sec. 61-3-142 adds language to give authorization for DWSD to participate in the site plan review of development plans that are eligible through PCSWMO in zoning districts

that are under the purview of the Commission and the City Council

- Sec. 61-3-168 amends the Zoning Ordinance to state that proposed developments shall comply with the PCSWMO and references Chapter 56 Article III, Division 4.

The Post Construction Stormwater Ordinance has also been reviewed by the Legislative Policy Division and looks to be appropriate in accomplishing the objectives set forth by DWSD. Should the Council have any questions, LPD will be happy to answer.

APPROVAL CRITERIA

Sec. 61-3-59 of the Zoning Ordinance specifies that decisions on zoning ordinance text amendments shall be based on the following criteria:

- (1) Whether the proposed amendment is consistent with the stated purposes of this Zoning Ordinance;

Sec. 61-1-5 sets forth criteria that a text amendment should address. Of those, the proposed text amendment will serve to accomplish the following:

- (2) Regulate the location, construction, reconstruction, alteration, and use of buildings, structures, and land;*
- (8) Establish reasonable standards to which buildings, structures, and uses shall conform;*
- (10) Facilitate the adequate provision of transportation, water, sewage disposal, education, recreation, and other public requirements;*
- (13) Protect natural resources and environmentally sensitive areas and ensure that development is consistent with applicable environmental laws and regulations;*
- (14) Define the powers and duties of the administrative officers and bodies;*
- (15) Provide penalties for violations of the provisions of this Zoning Ordinance or any subsequent amendment thereto; and*
- (2) Whether the proposed amendment will protect the health, safety, or general welfare of the public; and

The proposed ordinance is for the health, welfare and safety of the general public, requiring controls on stormwater to decrease stormwater runoff that causes flooding and other undesirable events due to impervious surfaces.

- (3) Whether the proposed amendment corrects an error or meets the challenge of some changing condition, trend or fact.

The text amendment meets the challenge bringing City Code into compliance with the National Pollution Discharge Elimination System (NPDES) of the US Environmental Protection Agency (EPA), mandate to come into compliance for our issued permit (Permit No. MI0022802). The permit requires DWSD to develop and implement a Green Infrastructure Plan for 17 specific outfalls along the Rouge River. DWSD submitted an updated version of this Green Infrastructure

Plan to the MDEQ on August 1, 2014. Again, the ²Green Infrastructure Plan is DWSD's road map for implementing green infrastructure in the future.

PUBLIC HEARING RESULTS

The CPC public hearing was held on November 1st before to consider the Stormwater Chapter 61, Zoning text amendments. Two (2) Detroit residents and members of the Green Taskforce-Water Subcommittee attended the public hearing and spoke in support of the proposed text amendment.

RECOMMENDATION

The proposed text amendment meets the requirements to be eligible for approval. At its regular meeting of November 1, 2018, the City Planning Commission voted to recommend **approval** of the subject text amendment request.

Respectfully submitted,



Marcell R. Todd, Jr., Director
Kimani Jeffrey, City Planner

Attachments:

Post-Construction Stormwater Ordinance
Stormwater Design Manual

Cc: Maurice Cox, Director, P&DD
Karen Gage, P&DD
David Bell, BSEED, Director
Gary Brown, DWSD Director
Palencia Mobley, DWSD, Deputy Director
Lawrence Garcia, Corp. Counsel
Kim James, Law Dept.
Daniel Arking, Law Dept.
Arthur Jemison, Chief of Services and Infrastructure

² Green infrastructure is a collection of storm water management approaches intended to soak up storm water where it falls before it can enter the sewer system. It is green because these approaches, whether completely natural or constructed, often use trees and native plants to soak up storm water. It is infrastructure because these approaches work together to create a low-cost system for managing storm water.

SUMMARY

An ordinance to amend Chapter 61 of the 1984 Detroit City Code, '*Zoning*,' commonly known as the Detroit Zoning Ordinance, to require areas of new development or redevelopment to manage stormwater to the performance standards set forth by the Detroit Water and Sewage Department and to authorize the Detroit Water and Sewerage Department to review and approve stormwater management plans as part of the site plan review process by adding Sec. 61-3-168 and by amending Sec. 61-3-113, Sec. 61-3-125, Sec. 61-3-127, Sec. 61-3-141, and Sec 61-3-142.

Subdivision A. General.

Sec. 61-3-113 Applicability.

Applications for proposed developments that meet any one (1) or more of the applicability criteria in this section shall be reviewed through the site plan review process. Developments that do not meet any of the applicability criteria in this section shall be reviewed by the Buildings, Safety Engineering and Environmental Department through its permitting process. However, site plan review is not required for the construction or alteration of an individual single- or two-family dwelling.

(1) New construction that involves any one (1) of the following:

- (a) Any new development exceeding twenty thousand (20,000) square feet of gross floor area, except that on land zoned M1, M2, M3, M4, or M5, the threshold for industrial uses shall be fifty thousand (50,000) square feet of gross floor area; or
- (b) Projects with multiple principal structures on one zoning lot.
- (c) Any multiple-family residential or loft or town house development with more than twelve (12) dwelling units.
- (d) Site Condominium developments.
- (e) Projects in a one hundred (100) year floodplain.
- (f) Any parking structure as defined in Sec. 61-16-151 of this Code.
- (g) (Repealed).

(2) Additions and/or major structural alterations that involve any of the following:

- (a) Any development not exceeding twenty thousand (20,000) square feet of gross floor area where the addition or alteration results in a cumulative total

1 other, where the use immediately preceding the new use was from a different major
2 land use classification.

3 (5) Any Conditional, Regulated, or Controlled land use and any case before the Board
4 of Zoning Appeals as the body of first jurisdiction.

5 (6) Any use that has drive-up or drive-through facilities or a walk-up component.

6 (7) Animated signs as provided for in Sec. 61-6-71 of this Code.

7 (8) Projects within any PD, SD3, or SD5 District. However, in the SD3, and SD5
8 Districts, alterations to an existing structure, that do not involve additions or major
9 structural alterations, qualify for "expedited review" as provided for in Sec. 61-3-
10 121 of this Code.

11 (9) Projects within the SD4 District that involve the following four (4) utility uses:
12 electric transformer station; gas regulator station; telephone exchange building;
13 water works, reservoir, pumping station, or filtration plant.

14 (10) Projects seeking approval under the Alternative Residential Development Options
15 provisions of ARTICLE XIII, Division 3 of this Chapter.

16 (11) Urban farms and all other agricultural uses specified as a conditional use in Sec.
17 61-12-79 of this Code.

18 (12) Any new or newly established motor vehicle salesroom or sales lot for the sale of
19 used vehicles.

20 (13) Development projects which meet the post-construction stormwater management
21 applicability thresholds described at Sec. 48-2-101 of this Code.

22 **Sec. 61-3-125. Proposed site plan.**

23 The site plan shall depict or disclose the following specific information:

- 1 (m) Transformer location;
- 2 (n) All mechanical equipment located outside the structure, which includes, but
3 is not limited to, condensing units, and roof top units;
- 4 (o) Pedestrian sidewalks, paths, and non-vehicle walkways;
- 5 (p) Locations of all signage and all sign structures;
- 6 (q) Proposed site lighting;
- 7 (r) Proposed contour changes; and
- 8 (s) Proposed cutting, clearing, or retention of existing vegetation.
- 9 (t) Proposed limits of "earth disturbance," as defined in Sec. 56-3-102 of this
10 Code, with square footage indicated.
- 11 (u) Areas of "impervious surface," as defined in Sec. 56-3-102 of this Code,
12 with square footage indicated and with a distinction made between existing
13 and proposed impervious surfaces.
- 14 (5) Any proposed filling, draining, cutting, dredging, grading, clearing, or other
15 alterations that are proposed for wetlands, which shall be in accordance with Part
16 301 of the Michigan Natural Resources and Environmental Protection Act
17 (NREPA), titled *Inland Lakes and Streams*, being MCL 324.30107 through MCL
18 324.30113 and with Part 303 of the Michigan Natural Resources and
19 Environmental Protection Act (NREPA), titled *Wetland Protection*, being MCL
20 324.30307 through 324.30323;
- 21 (6) Generalized location of proposed utilities including electrical, cable, telephone, gas
22 connections, water connections, sanitary sewer connections, and storm

- 1 (e) Anticipated volume of truck traffic and anticipated size of trucks regularly
- 2 servicing the premises, for adequacy of turning radius on site; and
- 3 (f) Other statements as may be specified by the reviewing body.
- 4 (2) Geotechnical study that is supplemented with Phase I Environmental Assessment,
- 5 if necessary;
- 6 (3) Any baseline environmental assessment or Phase I environmental assessment that
- 7 may have been prepared for the subject site;
- 8 (4) Traffic Impact Study, as provided for in ARTICLE XIV, Division 4 of this Chapter,
- 9 if required, that analyzes safety and efficiency of access, adequacy of driveways
- 10 and internal road systems, and impact on external roads;
- 11 (5) As may be required by the Planning and Development Department, documentation
- 12 in advance, of compliance with the Operational Performance Standards, as
- 13 provided for in ARTICLE XIV, Division 7 of this Chapter.
- 14 (6) Post-construction stormwater management plan, in accordance with CHAPTER
- 15 56, ARTICLE III, DIVISION 4, if required thereunder.

16 **Subdivision C. Authority to Review and Approve Site Plans.**

17 **Sec. 61-3-141. Planning and Development Department.**

18 Within the following zoning districts, the Planning and Development Department shall

19 have the power to review and approve preliminary and final site plans: R1, R2, R3, R4, R5, R6,

20 B1, B2, B3, B4, B5, B6, M1, M2, M3, M4, M5, P1, TM, PR, W1, SD1, SD2, SD3, and SD4 with

21 less than three (3) acres. The Buildings, Safety Engineering and Environmental Department is

22 authorized to participate in the review of all site plans. The Water and Sewerage Department is

23 authorized to participate in the review of all site plans. The Planning and Development Department

1 **Sec. 61-3-168. Criteria; stormwater management**

2 The proposed development shall comply with the post-construction stormwater
3 management requirements set forth in Chapter 56, Article III, Division 4 of this Code.

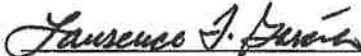
4 **Secs. ~~61-3-168~~ 61-3-169-61-3-170. Reserved.**

5 **Section 2.** All ordinances or parts of ordinances in conflict with this ordinance are
6 repealed.

7 **Section 3.** This ordinance is declared necessary for the preservation of the public peace,
8 health, safety, and welfare of the people of the City of Detroit.

9 **Section 4.** This ordinance shall become effective on the eighth (8th) day after publication in
10 accordance with MCL 125.3401(6) and Section 4-118, paragraph 3 of the 2012 Detroit City Charter.

11
12 Approved as to Form:

13 
14 Lawrence T. Garcia
15 Corporation Counsel
16

57



May 2, 2019

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

Re: Termination of the 1322 Broadway Brownfield Redevelopment Plan

Dear Honorable Council Members:

The 1322 Broadway Brownfield Redevelopment Plan (the "Plan") was approved by City Council more than two years ago in 2003. The legal descriptions for the subject Plan are attached (Exhibit A).

At the regularly scheduled April 17, 2019 DBRA Board of Directors meeting, DBRA staff recommended termination of the Plan on the basis that the projects had failed to occur with respect to the eligible property for at least two (2) years following the date of the resolution approving the brownfield plan or plan amendment in accordance with Section 14(8)(b) of Act 381. The DBRA subsequently adopted a resolution (Exhibit B) approving the termination of the Plan and authorizing the submission of a copy of its resolution to request that City Council adopt a resolution terminating the Plan.

The DBRA, as authorized by City Council, sent a notification of termination of the Plan (Exhibit C) in accordance with Section 14(8)(b)(i).

Authority's Request

The Authority is respectfully requesting the following action from the City Council:

- a.) May 7, 2019
Referral of the resolution terminating the Plan to Detroit City Council Planning and Economic Development Standing Committee on May 9, 2019.
- b.) May 9, 2019
Consideration of the City Council's Planning and Economic Development Standing Committee to terminate the Plan and opportunity for the Developer to be heard during public comment.
- c.) May 14, 2019
City Council adoption of the Resolution (Exhibit D), terminating the Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Kanalos". The signature is written in a cursive style with a large initial "J".

Jennifer Kanalos
Authorized Agent

C: Detroit City Council
City Clerk
Marcel Todd
Irvin Corley, Jr.
David Whitaker
Malinda Jensen
Matthew Walters
Allen Rawls
Brian Vosburg
Stephanie Washington
DeAndree Watson

Exhibit A
Legal Descriptions of Plans to be Terminated

ATTACHMENT B

Legal Descriptions of Eligible Property to which the Plan Applies

NE Broadway N 30.65 ft of 6 and vac 10 ft of land in front of plat of sec 9
Governor & Judges Plan L34 P552 Deeds, W C R 1/56 30.65 x 110.

Exhibit B
DBRA Resolution



Detroit Brownfield Redevelopment Authority
500 Griswold Street • Suite 2200
Detroit, Michigan 48226
Phone: 313 963-2940
Fax: 313 963-8839

CODE DBRA 19-04-59-03

**1322 BROADWAY BROWNFIELD PLAN: RECOMMENDATION TO CITY COUNCIL
TO TERMINATE PLAN**

WHEREAS, the City of Detroit Brownfield Redevelopment Authority (the "DBRA") was created pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"); and

WHEREAS, the City Council of the City of Detroit ("City Council") is the governing body (as that term is defined by Act 381) of the DBRA; and

WHEREAS, on September 17, 2003, the DBRA Board of Directors approved the 1322 Broadway Brownfield Plan (the "Plan") and recommended the approval of the Plan to City Council; and

WHEREAS, on November 14, 2003, City Council approved the Plan; and

WHEREAS, on November 24, 2003, the Mayor of the City of Detroit approved the Plan; and

WHEREAS, Section 14(8)(b) of Act 381 of 1996, as amended, permits a governing body to terminate a brownfield plan or plan amendment for an eligible property if the project for which eligible activities identified in the brownfield plan or plan amendment fails to occur with respect to the eligible property for at least 2 years following the date of the resolution approving the brownfield plan or plan amendment, provided that the governing body first does both of the following: (i) Gives 30 days' prior written notice to the developer at its last known address by certified mail or other method that documents proof of delivery attempted, and (ii) Provides the developer an opportunity to be heard at a public meeting; and

WHEREAS, the "developer" for the Plan is 1322 Broadway Development Company (the "Developer"); and

WHEREAS, the DBRA has determined that the project identified in the Plan failed to occur within 2 years of City Council's approval of the Plan; and

WHEREAS, the DBRA Board of Directors desires to recommend termination of the Plan to City Council.

NOW THEREFORE, BE IT RESOLVED, subject to the completion of the notice requirement described in Section 14(8)(b)(i) of Act 381 and the provision to the Developer of an opportunity to be heard at a public meeting pursuant to Section 14(8)(b)(ii) of Act 381, the DBRA Board of Directors hereby recommends termination of the Plan to City Council; and

BE IT FURTHER RESOLVED, subject to the termination of the Plan by City Council, that the DBRA Board of Directors hereby authorizes the termination of any other agreements or contracts between the Developer and the DBRA that were executed in conjunction with the Plan; and

BE IT FINALLY RESOLVED that any two Officers, or any one of the Officers and any one of the Authorized Agents of the DBRA, shall hereafter have the authority to negotiate and execute any and all documents, contracts, or other papers necessary to implement the provisions and intent of this resolution on behalf of the DBRA.

April 17, 2019

Exhibit C
Notice of Termination



Detroit Brownfield Redevelopment Authority
500 Griswold • Suite 2200
Detroit, MI 48226
Phone: 313 963-2940
Fax: 313 963-8839

April 3, 2019

SENT VIA CERTIFIED MAIL

Mr. Emmit Hagood, III
1322 Broadway Development Company
1322 Broadway
Detroit, MI 48226

RE: Notice of Intent to Terminate Brownfield Plan for the 1322 Broadway Redevelopment Project

Mr. Hagood:

Per Act 381 of 1996 Section 14 (8)(b)(i), this letter is to inform you that the Detroit City Council has authorized this notice to inform you that termination of the Brownfield Plan for the 1322 Broadway Redevelopment Project (the "Plan") will be considered in no less than thirty ("30") days.

On September 17, 2003 the DBRA adopted and on November 14, 2003 the Detroit City Council approved the Plan.

It is our understanding that the project as described in the Plan has failed to occur. Because the project failed to occur, the Brownfield Plan will be terminated for the subject project per Act 381 of 1996 Section 14 (8)(b). Because no Eligible Activities have been submitted, a new Brownfield Plan may be established in the future.

While you are welcome to speak at any public meeting of City Council regarding the proposed termination, the following public meetings have been tentatively scheduled at the Coleman A. Young Municipal Center, 2 Woodward Avenue, 13th Floor, Detroit, MI 48226 regarding the termination of the Plan where, should you desire, you will also have an opportunity to be heard:

- Thursday, May 9, 2019 at 10:00 AM – Detroit City Council Planning & Economic Development Standing Committee
- Tuesday, May 14, 2019 at 10:00 AM – Detroit City Council of the Whole Meeting

In no event would any termination be effective until at least 30 days after the date of this notice.

Sincerely,

Jennifer Kanalos
Authorized Agent

CC: Rebecca Navin, DEGC
Brian Vosburg, DEGC/DBRA
Ngozi Nwaesei, Lewis & Munday
Brittney Hoszkiw, MEDC
Tom Wackerman, ASTI

CERTIFIED MAIL

DBRA

Detroit Brownfield Redevelopment Authority
500 Griswold • Suite 2200
Detroit, MI 48226



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Mr. Emmitt Hagood, III
1322 Broadway Development Company
1322 Broadway
Detroit, MI

Emmitt Hagood
4/11/19

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Sent To

Emmitt Hagood, III

Street and Apt. No., or PO Box No.

1322 Broadway

City, State, ZIP+4®

Det MI 48226

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Exhibit D
City Council Resolution

**RESOLUTION
TERMINATING THE BROWNFIELD PLAN
OF THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE 1322 BROADWAY REDEVELOPMENT PROJECT;**

City of Detroit
County of Wayne, Michigan

WHEREAS, pursuant to 381 PA 1996, as amended (“Act 381”), the City of Detroit Brownfield Redevelopment Authority (“Authority”) has been established by resolution of the City Council of the City of Detroit (the “City Council”) for the purpose of promoting the revitalization of eligible properties in the City of Detroit; and

WHEREAS, on November 14, 2003, City Council approved the Brownfield Plan for the 1322 Broadway Brownfield Redevelopment Plan (the “Plan”); and

WHEREAS, the eligible property described in Exhibit A, attached hereto, is the eligible property subject to the Plan; and

WHEREAS, Section 14(8)(b) of Act 381 permits a governing body to terminate a brownfield plan or plan amendment for an eligible property if the project for which eligible activities were identified in the brownfield plan or plan amendment fails to occur with respect to the eligible property for at least two (2) years following the date of the resolution approving the brownfield plan or plan amendment, provided that the governing body first does both of the following: (i) gives 30 days’ prior written notice to the developer at its last known address by certified mail or other method that documents proof of delivery attempted, and (ii) provides the developer an opportunity to be heard at a public meeting; and

WHEREAS, the City Council is the governing body (as that term is defined by Act 381) of the Authority; and

WHEREAS, the Authority’s staff has confirmed that no eligible costs for the project have been submitted pertaining to the eligible activities identified in the Plan within two (2) years of City Council’s approval of the Plan; and

WHEREAS, on April 17, 2019, the Board of Directors of the Authority adopted a resolution recommending termination of the Plan; and

WHEREAS, on October 3, 2017, City Council authorized the Authority, on behalf of City Council, to manage and/or administer the notices required by Act 381 in connection with any brownfield plan or plan amendment terminations; and

WHEREAS, the required notice of the termination of the Plan was given in accordance with Section 14(8)(b)(i) of Act 381, a copy of which is attached as Exhibit B; and

WHEREAS, in accordance with Section 14(8)(b)(ii) of Act 381, the developer identified in the Plan was provided with an opportunity to be heard at a public meeting on May 9, 2019.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Plan is hereby terminated by City Council in accordance with Section 14(8)(b) of Act 381.
2. City Council hereby ratifies the termination, if any, of any agreements or contracts between the developer of the Plan and the Authority that were executed in conjunction with the Plan, including, but not limited to, the reimbursement agreement.

The City Clerk is requested to submit one (1) certified copies of this Resolution to the DBRA, 500 Griswold Street, Suite 2200, Detroit, MI 48226

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Janice Winfrey, City Clerk
City of Detroit
County of Wayne, Michigan

WAIVER OF RECONSIDERATION IS REQUESTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Detroit, County of Wayne, State of Michigan, at a regular meeting held on _____, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Janice Winfrey, City Clerk
City of Detroit
County of Wayne, Michigan

K:\Art's And Wills\Arts DBRA Backup\Correspondence\City Council Resolutions\2019 City Council Resolutions\1322 Broadway Termination Authorization CC resolution.docx



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1100
DETROIT, MI 48226
PHONE 313-628-2535
E-Mail: OCFO@detroitmi.gov



April 29, 2019

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

**RE: Transfer of Jurisdiction / Surplus of Real Property
450 W. Congress, Detroit, MI 48226 / Formerly Known as the Millennium Parking Garage**

Honorable City Council:

The City of Detroit, Municipal Parking Department (“MPD”) has recently requested that the Finance Department transfer jurisdiction of certain City-owned real property at 450 W. Congress, Detroit, MI, formerly known as the Millennium Parking, (the “Property”) to the Planning and Development Department (“P&DD”) to administer as surplus real property.

The Property is currently zoned PCA / Restricted Central Business District and is nine stories tall with approximately 28,600 square feet of space. The building is surplus because this facility is not essential as a public asset, and the operating and capital costs associated with the facility exceed the revenue that is realized. P&DD intends to assume jurisdictional control over the Property for sale to 450 Associates LLC for use as a parking garage. The proceeds of such sale will support economic development that creates thousands of new jobs in Detroit, affordable housing and capital improvements to other City parking facilities.

Pursuant to Sec. 14-8-3 of the Detroit City Code, it is hereby requested by the Finance Department that Detroit City Council approve the transfer of jurisdiction over the Property to P&DD. Additionally, pursuant to Sec. Sec. 14-8-4, it is hereby requested by P&DD that the Property be deemed surplus and available for sale.

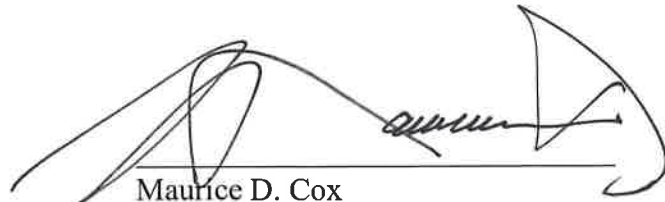

Respectfully submitted,

OFFICE OF THE CHIEF FINANCIAL OFFICER /
FINANCE DEPARTMENT

PLANNING & DEVELOPMENT DEPARTMENT



John Naglick
Chief Deputy CFO / Finance Director

Maurice D. Cox
Director

cc: S. Washington (Mayor’s Office), S. Brinkmann (HRD), J. Bryant (DBA)

CITY CLERK 3 MAY 2019 PM4:17

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the Municipal Parking Department (“MPD”) has jurisdiction over certain City of Detroit real property located at 450 W. Congress, Detroit, MI (the “Property”) as further described in the attached Exhibit A; and

WHEREAS, MPD has requested that the Finance Department transfer jurisdiction of the Property to the Planning & Development Department to administer as surplus real property; and

WHEREAS, the Planning & Development Department deems the Property not essential to the City and therefore requests that the real property be deemed surplus and be offered for sale/lease; now therefore be it

RESOLVED, that in accordance with § 14-8-3 of the Detroit City Code, Detroit City Council hereby approves the transfer of jurisdiction of the Property from the MPD to the Planning & Development Department; and be it further

RESOLVED, that in accordance with § 14-8-4 of the Detroit City Code, Detroit City Council hereby deems the Property surplus real property that may be offered for sale/lease by the Planning & Development Department.

EXHIBIT A

LEGAL DESCRIPTION

02000153.

N W CONGRESS LOTS 8 THRU 12 EXC TRIANG PT BG E 4.92 FT ON N LINE AND N 39.94 FT AT R A ON E LINE OF SD TRIANG PT BLK 12 MAP OF THE WESTERN ADDN L7 P164 CITY RECORDS W C R 2/68 ALSO TRIANG PT OF LOT 1 BG W 12.08 FT ON S LINE AND S 98.06 FT AT R A ON W LINE OF SD TRIANG PT MILITARY RESERVE L5 P218 CITY RECORDS W C R 2/58 28,988 SQ FT

02000154.

N W CONGRESS TRIANG PT OF 13 BG E 4.92 FT ON N LINE AND N 39.94 FT AT R A ON E LINE OF SD TRIANG PT BLK 12 MAP OF WESTERN ADD L7 P164 CITY RECORDS W C R 2/68 1 EXC TRIANG PT BG W 12.08 FT ON S LINE AND S 98.06 FT AT R A ON W LINE OF SD TRIANG PT MILITARY RESERVE L5 P218 CITY RECORDS, W C R 2/58 39.92 X 138

Street Address[es]: 450 W. Congress

{00005629}



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

57

April 29, 2019

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

**RE: Agreement with FCA and DBRA
Fiat Chrysler Automotive Projects**

Honorable City Council:

The City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City. It is anticipated that the Projects will result in the creation of approximately 4,950 additional FCA jobs in the City, as well as increase business and economic opportunities for related supplier and support industries.

The City proposes to enter into that certain agreement with the DBRA and FCA, a summary of which is included as Exhibit A to the attached resolution (the "FCA Agreement"). The FCA Agreement codifies the obligations of FCA, the City and the DBRA required to accomplish the Projects, including but not limited to: (1) DBRA's assemblage of land for transfer to FCA, (2) DBRA's construction of certain road improvements and site preparation activities, (3) the City's commitment to provide certain economic development incentives to FCA and vacate certain streets and alleys, (4) FCA's construction and operation of the Projects and (5) FCA's commitment to provide certain job opportunities.

As a part of DBRA's land assemblage efforts, DBRA will acquire approximately 208 parcels of land, more or less, from the City in exchange for the DBRA's payment to the City of up to Nine Hundred Sixty Five Thousand Ninety Three and 00/100 Dollars (\$965,093.00), based on the land value assigned to each parcel by the City of Detroit Assessor as reflected in the 2018 City property tax records, upon the terms and conditions of a separate land transfer agreement and subject to certain other conditions and subordinations. Following certain environmental due diligence, remediation, and other site preparation activities, DBRA will convey these properties and other properties acquired from other parties to FCA for the Projects.

CITY CLERK 3 MAY 2019 9M40LE

CITY CLERK 3 MAY 2019 9M40LE



We hereby request that your Honorable Body adopt the attached resolution that approves the FCA Agreement in furtherance of the Projects.

Respectfully submitted,

A large, handwritten signature in black ink, appearing to be "Maurice Cox". The signature is written in a cursive style with a large, prominent "M" and "C".

Maurice Cox, Director
Planning and Development Department

cc: S. Washington (Mayor's Office)

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, Detroit City Council has received a copy of that certain Agreement for the Development of Mack Assembly Plant ("FCA Agreement") that is by and among the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA"); and now therefore be it

WHEREAS, a summary of the FCA Agreement is attached hereto and incorporated herein as Exhibit A for convenience; now therefore be it

RESOLVED, that the FCA Agreement is hereby approved by Detroit City Council; and be it further

RESOLVED, that the Mayor, or his authorized designee, is hereby authorized to execute the FCA Agreement, substantially in the form that was given to Detroit City Council, and to execute and deliver such other instruments as may be necessary or convenient to carry out the intents and purposes of the FCA Agreement and this resolution; and be it further

RESOLVED, that the Mayor is authorized to execute any required instruments to make and incorporate technical amendments or changes to the FCA Agreement (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels or funds) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise during the term of the FCA Agreement, provided that the changes do not materially alter the substance or terms of the FCA Agreement; and be it finally

RESOLVED, that the FCA Agreement, including any amendments or changes made thereto, will be considered confirmed when executed by the Mayor, or his authorized designee, and approved by the Corporation Counsel as to form.

EXHIBIT A

SUMMARY OF FCA AGREEMENT Agreement for the Development of the Mack Assembly Plant

FCA's Project:

- FCA will complete construction and commence operations of the Mack Plant by no later than December 1, 2022 (under certain delay conditions, the deadline may be extended to December 1, 2023).
- The project is intended to create approximately 3,850 net new full-time employees in the operation of the Mack Plant, plus another projected 1,100 jobs as part of the planned Jefferson North Assembly Plant retooling project.

City/DBRA Land Assembly:

- Purchase and Sale of Parcels: DBRA is delivering parcels in three categories: (1) delivering City-owned parcels to FCA; (2) purchasing a number of parcels from third parties, then conveying those parcels to FCA; (3), facilitating the transfer of parcels directly from third party owners to FCA, without entering the chain of title.
 - In connection with each parcel to be conveyed to FCA, the City/DBRA will facilitate rezoning (as necessary), conduct Phase I environmental studies and conduct additional environmental testing as directed by FCA.
 - DBRA will also conduct certain environmental remediation and site preparation activities on parcels to be delivered to FCA.
- DBRA is also taking down the berm west of the Mack Plant property, immediately to the west of St. Jean Street, between East Warren Avenue and Kercheval Avenue, and will construct a sound barrier in its place, to better separate the plant campus from the adjacent area and mitigate potential noise impacts from the project.
- The City will vacate portions of St. Jean Street Avenue, as well as partial sections of the East Vernor Highway, Charlevoix Street, Goethe Street, Conner Lane and East Canfield Street rights of way so that those vacated rights of way can be incorporated into the project's footprint.

Workforce Commitments: Subject to collective bargaining commitments, FCA will use good faith efforts to provide Detroit residents the opportunity to apply for production jobs in accordance with the following:

- **Initial Application Process:** DESC has agreed to support aspects of FCA's talent needs as they relate to recruiting, pre-screening and vetting, and work-readiness training related to production jobs with a value of at least \$2 million.
 - FCA will work with DESC to develop an initial application process that gives Detroit residents the opportunity to apply for production jobs, subject to FCA providing priority to UAW candidates.

- Subject to priority being given to the UAW candidates, FCA will, in cooperation with DESC, open specified windows exclusively for Detroit residents (anticipated to be 1 - 2 weeks each) to apply for production jobs (first, to Detroit residents who reside in the geographic areas most impacted by the project due to their proximity to the Mack Plant, second, to all other Detroit residents, including individuals who have successfully completed the DESC readiness program as a result of a criminal conviction, or who are military veterans).
- **Hiring After Initial Application Process:** After the initial application process is completed, FCA will consider continuing to provide the above-referenced application priorities for DESC candidates if FCA and DESC mutually agree in writing on the terms of such, including DESC continuing to provide in-kind support services to FCA.

Financial Commitments:

- FCA has projected a \$1.6 billion investment in the Mack Plant, and a \$900 million investment in the Jefferson North Assembly Plant.
- The City, in partnership with the State, has offered a \$107,590,000¹ financial package, which constitutes the “Municipal Project Funds” available for all activities under the Development Agreement.
 - The City’s cash contribution consists of \$36 million of City bond proceeds, \$7.09 million in funds available from asset sales and a \$7.5 million loan to the DBRA, payable from TIF revenues.
 - The City has requested \$57 million in grants and loans from the State to support site preparation.
- In addition, the City has contributed approximately \$14.35 million worth of land for land exchanges to acquire certain parcels for contribution to the project.

Remedies/Repayments to the City/DBRA:

- FCA has agreed to report the various revenues produced by the project in the form of City income tax from new jobs, property tax increases (net of abatements and TIF capture), and growth in corporate City income tax as a result of expanded operations.
 - If the City does not recoup its approximately \$57.4 million direct investment (\$43.09 million in cash granted, \$14.35 million in land) within thirty years, FCA will pay the City the shortfall.
- If FCA does not commence operations of the Mack Plant by December 1, 2023 (and its failure is confirmed through the arbitration process built in to the document) title to the contributed property may re-vest in the DBRA by either (1) a right of reverter, with respect to properties that are conveyed by the DBRA or (2) the enforcement of a “Grant of Rights” which functions like a reverter, but with respect to property conveyed directly by third parties to FCA.
- If FCA (prior to the City’s recoupment of its investment or within 15 years, whichever is later) ceases operations of the plant for a period of sixty (60) consecutive months, the DBRA has the opportunity to re-purchase a 58-acre assembling including the former Connors Creek Power Plant property for fair market value.

¹ The State component only represents State funds requested by the City in support of the project.

- If (prior to the City's recoupment of its investment) FCA seeks to re-sell any parcels prior to the recoupment of the City's investment, it must determine and notify the DBRA that the sale will result in similar use of the property, or receive City approval. In either case, the DBRA receives 75% of the sale proceeds.



May 3, 2019

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

**RE: Funding Agreement with DBRA / Loan to DBRA / Land Transfer Agreement with DBRA
In Support of Mack 1 Plant, Mack 2 Plant, Jefferson North Assembly Plant Projects**

Honorable City Council:

The City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City. It is anticipated that the Projects will result in the creation of approximately 4,950 additional FCA jobs in the City, as well as increase business and economic opportunities for related supplier and support industries.

In support of progressing the Projects forward, the City wishes to: (1) provide certain funding to the DBRA under a funding agreement, (2) loan certain funds to the DBRA and (3) transfer certain City-owned parcels to the DBRA under a land transfer agreement; all of which are vital to bringing the Projects to fruition. Attached hereto are two (2) separate resolutions approving the agreements and the loan as summarized below:

o **Resolution 1 – Funding Agreement and Loan to the DBRA**

The City and the DBRA wish to enter into that certain funding agreement to provide for the City’s transfer of Thirty Three Million and Ninety Thousand and 00/100 Dollars (\$33,090,000.00) to the DBRA to assist in paying the cost of certain activities to be performed by DBRA in support of the Projects (the “Funding Agreement”).

The City also wishes to provide a loan to the DBRA in the amount of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for a period not to exceed thirty (30) years, at a rate of interest not less than one percent (1%) per annum on the outstanding amount thereof (the “Loan”). The Loan shall payable from tax increment revenues captured by the DBRA (“TIR”) pursuant to a brownfield redevelopment plan and Act 381 Work Plan relating to a portion of the Projects and shall be non-recourse to DBRA. The terms of the Loan shall be set forth in a loan agreement between the City and the DBRA that will finalized at a later date.

o **Resolution 2 – Land Transfer Agreement with DBRA**

The City and the DBRA wish to enter into that certain land transfer agreement to convey approximately 208 parcels of land to the DBRA in exchange for the DBRA’s payment to the City of up to Nine Hundred Sixty Five Thousand Ninety Three and 00/100 Dollars (\$965,093.00) (the “Purchase Price”), based on the land value assigned to each parcel by the City of Detroit Assessor as reflected in the 2018 City property tax records (the “Land Transfer Agreement”). Such payment will initially be made by a promissory note solely payable from TIR pursuant to a brownfield

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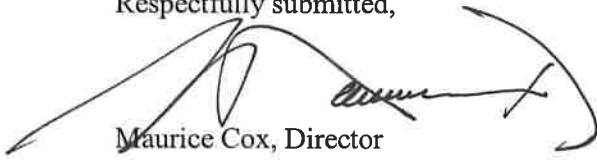
CITY CLERK 3 MAY 2019 PM 4:15



redevelopment plan and Act 381 Work Plan relating to a portion of the Projects. Further, DBRA's payments to the City on the promissory note shall be subordinate to: (i) the repayment of obligations of the DBRA to the City and the Michigan Strategic Fund ("MSF") on account of loans anticipated to be made by the City and MSF to DBRA for the Projects and (ii) disbursements permitted by Act 381 and/or applicable DBRA or MSF guidelines for administrative fees, state and/or local revolving fund contributions, and other similar purposes. In the event the TIR remaining after the repayment of the above referenced payment obligations and permitted disbursements are not sufficient to pay the Purchase Price in full, the promissory note shall be non-recourse to the DBRA.

The City is hereby requesting that your Honorable Body adopt the attached two (2) resolutions that approve the above referenced Funding Agreement, Loan, Land Transfer Agreement and the sale of City-owned parcels to the DBRA in support of the Projects.

Respectfully submitted,



Maurice Cox, Director
Planning and Development Department

cc: S. Washington (Mayor's Office)

RESOLUTION 1

BY COUNCIL MEMBER: _____

WHEREAS, the City Council of the City of Detroit (the “City”) does hereby determine that it is necessary to seek the assistance of the City of Detroit Brownfield Redevelopment Authority, an instrumentality of the City (the “DBRA”), in land assembly activities aimed at attracting industrial economic development projects in the City (each a “Project”); and

WHEREAS, the DBRA from time to time has the opportunity to acquire and/or prepare land in the City (“Property”) for the purpose of contributing such Property to one or more Projects, providing jobs for residents of the City, generating significant private financial investment in the City and creating other economic benefits for the City; and

WHEREAS, in preparation for a Project, the DBRA may be required to acquire portions of Property (including but not limited to purchase options), conduct surveys, environmental assessments, geotechnical and title work, as well as other miscellaneous site readiness and due diligence activities, and retain professional services necessary and ancillary thereto, related to the DBRA’s acquisition, possession or conveyance of Property (collectively, “Activities”); and

WHEREAS, in connection with this request, the City has identified funds in an amount not to exceed Thirty-Three Million Ninety Thousand Dollars (\$33,090,000) to pay the cost of Activities to be performed by DBRA (the “Funds”); and

WHEREAS, in connection with this request, additional funds in an amount not to exceed Twenty Million Dollars (\$20,000,000) may be required to pay the cost of Activities to be performed by DBRA (the “Additional Funds”); and

WHEREAS, in connection with (i) the application of the Funds for the payment of Activities by the DBRA, and (ii) the potential application of the Additional Funds for the payment of Activities by the DBRA, the City Council of the City deems it necessary to authorize the Mayor or the Chief Financial Officer of the City (each an “Authorized Officer”) to enter into a funding agreement substantially in the form attached hereto as Exhibit A (the “Funding Agreement”) and to authorize such actions as shall be necessary to implement its terms; and

WHEREAS, pursuant to the Brownfield Redevelopment Financing Act, Act 381, Michigan Public Acts of 1996, as amended, the City may transfer funds to the DBRA in anticipation of repayment by the DBRA; and

WHEREAS, the City Council seeks to transfer funds in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) in anticipation of repayment by the DBRA (the “DBRA Loan”) and to delegate to the Authorized Officers the authority to finalize the terms of the DBRA Loan in accordance with the parameters set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Funding Agreement. The Funding Agreement substantially in the form attached hereto as Exhibit A is hereby approved.
2. Authorization to Execute Funding Agreement; Acknowledgment of Effectiveness. Each Authorized Officer is hereby authorized to execute the Funding Agreement on behalf of the City and identify appropriated funding necessary to satisfy the Funding Agreement. The City Council

acknowledges that the Funding Agreement shall become effective upon its approval and execution by both the City and the DBRA.

3. Authorization of Other Actions in Connection with Funding Agreement. The Authorized Officers and such other officials, agents and employees of the City are authorized and directed to take all other actions necessary or advisable to deliver the Funding Agreement to the DBRA and implement the terms thereof, including but not limited to causing the transfer of some or all of the Additional Funds pursuant to the Funding Agreement, if necessary for purposes of a Project; provided that if any such Additional Funds are transferred as provided herein, such transfer must occur not more than one (1) year from the effective date of the Funding Agreement.

4. Authorization of DBRA Loan: Parameters. The DBRA Loan is hereby authorized in an amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) for a period of not to exceed thirty (30) years from the first payment, at a rate of interest not less than one percent (1.0%) per annum on the outstanding amount thereof.

5. DBRA Loan Agreement: Delegation to Authorized Officers. The full and final terms and conditions of the DBRA Loan shall be set forth in an agreement between the City and the DBRA (the "DBRA Loan Agreement"). Each Authorized Officer is authorized to execute and deliver the DBRA Loan Agreement on behalf of the City.

6. Source of Repayment of DBRA Loan. The DBRA Loan shall be repaid out of tax increment revenues captured and received by the DBRA for the related Project and pledged to the repayment of the DBRA Loan, as shall be set forth in the DBRA Loan Agreement.

7. Conditions to Delivery of DBRA Loan. Notwithstanding anything in this resolution to the contrary, delivery of the DBRA Loan shall be conditioned upon the City Council's final approval of a Brownfield plan in connection with the Project or Projects to which the proceeds of the DBRA Loan will be applied.

8. Authorization of Other Actions in Connection with DBRA Loan. The Authorized Officers and such other officials, agents and employees of the City are authorized and directed to take all other actions necessary or advisable to finalize and deliver the DBRA Loan Agreement to the DBRA, implement the terms thereof and deliver the DBRA Loan.

9. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

(See Attached Exhibit A)

RESOLUTION 1 – EXHIBIT A

**FUNDING AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
AND THE CITY OF DETROIT
(ECONOMIC DEVELOPMENT PROJECTS)**

THIS FUNDING AGREEMENT ("Agreement") executed this ___ day of _____, 2019, is an agreement by and between **The City of Detroit Brownfield Redevelopment Authority** (the "DBRA"), a Michigan public authority and body corporate organized and existing pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended, and the **City of Detroit**, a Michigan municipal corporation (the "City"). The City and the DBRA may also be known individually as a "Party" or collectively as the "Parties".

WHEREAS, the DBRA from time to time has the opportunity to acquire and/or prepare land in the City ("Property") for the purpose of contributing such Property to one or more industrial economic development projects in the City (each a "Project"), providing jobs for residents of the City, generating significant private financial investment in the City and creating other economic benefits for the City; and

WHEREAS, in preparation for a Project, the DBRA may be required to acquire portions of Property (including but not limited to purchase options), conduct surveys, environmental assessments, geotechnical and title work, as well as other miscellaneous site readiness and due diligence activities, and retain professional services necessary and ancillary thereto, related to the DBRA's acquisition, possession or conveyance of Property (collectively, "Activities"); and

WHEREAS, in recognition of the benefits conferred to the City and its residents and taxpayers, the City Council has determined it is in the best interest to provide a portion of the funding for the public contribution to one or more Projects, and specifically Activities related thereto.

NOW, THEREFORE, in consideration of the mutual duties and obligations of the Parties, the sufficiency of which is hereby acknowledged, it is agreed that:

1. After approval and execution of this agreement as provided in section 13 hereof, the City shall transfer to the DBRA funds in the aggregate amount of not to exceed Thirty-Three Million Ninety Thousand Dollars (\$33,090,000) (the "Funds") from Appropriations 20507 and 21001 to pay the cost of Activities to be performed by the DBRA in connection with one or more Projects.
2. After (a) approval and execution of this agreement as provided in section 13 hereof and (ii) a determination by the Chief Financial Officer of the City that additional funds are necessary to pay the cost of Activities to be performed in connection with one or more Projects, the City may transfer to the DBRA additional funds in the aggregate amount of not to exceed Twenty Million Dollars (\$20,000,000) (the "Additional Funds," together with the Funds, the "Total

Funds”) from lawfully available funds on hand of the City to pay the cost of Activities to be performed by the DBRA in connection with one or more Projects.

3. The transfer described in paragraph 1 hereof shall be made not less than one (1) day and not more than one hundred twenty (120) days from the date of execution hereof.
4. In the event that the Chief Financial Officer of the City determines that some or all of the Additional Funds are necessary to pay the cost of Activities to be performed in connection with one or more Projects, the transfer described in paragraph 2 hereof shall be made not less than one (1) day and not more than one year from the date of execution hereof.
5. The DBRA shall use the Funds and the Additional Funds, if any, only for Activities related to Property in connection with one or more Projects within one year from the date such Funds or Additional Funds are received by the DBRA, which may include reimbursement for costs incurred by the DBRA in connection with such Activities performed prior to the date on which such Funds or Additional Funds are received, including such Activities performed prior to the date of execution hereof.
6. In the event and to the extent any portion of the transferred Funds or Additional Funds is not used by the DBRA for Activities related to Property in connection with a Project within three years from the date such Funds or Additional Funds are transferred, such unused portion shall be returned to the City as soon as practicable thereafter and returned on a pro rata basis to the appropriation or appropriations from which such unused portion was transferred.
7. The DBRA shall provide quarterly reports to the City Council on the expenditure of the Total Funds on the Projects. The report shall be provided within one month following the end of each fiscal year quarter until all of the Total Funds have been spent or returned.
8. In connection with any third-party agreement relating to any Activities for which the DBRA requires indemnification from such third party, the DBRA shall require such third party to indemnify both the City and the DBRA.
9. In connection with any third-party agreement relating to any Activities for which the DBRA requires such third party to maintain certain insurance coverages, the DBRA shall require the applicable insurance policy or policies to name the “City of Detroit” as an additional insured.
10. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals and together shall constitute one and the same instrument.
11. This instrument contains the entire agreement between the Parties respecting the subject matter of this Agreement, and all prior negotiations and agreements are merged herein. Neither Party nor its agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
12. This Agreement may be amended at any time by mutual agreement of the Parties; provided, that no amendment to this Agreement will be effective unless it is in writing, expressly

makes reference to this Agreement and is executed by a duly authorized representative of each Party and is approved by City Council.

13. This Agreement will become effective upon its approval and execution by both the City and the DBRA and expire on either (i) the date on which all of the Total Funds have been spent in accordance herewith or (ii) the date on which the full unused portion has been returned to the City as described in paragraph 4 hereof.

(remainder of page left blank intentionally; signatures commence on next page)

IN WITNESS WHEREOF, DBRA and the City, by and through their duly authorized representatives, have executed this Agreement as of the year and date first written above.

THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public authority and body corporate.

By: _____

Print Name: _____

Its:

Approved as to Form Only:
Counsel to the DBRA

By: _____

CITY OF DETROIT, a Michigan municipal corporation

By: _____

Print Name: _____

Its:

Approved as to Form Only:
Corporation Counsel, City of Detroit

By: _____

RESOLUTION 2

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City; and

WHEREAS, in support of the Projects, the City wishes to transfer certain City-owned parcels as more particularly described in that certain land transfer agreement by and between the City and the DBRA attached hereto and incorporated herein as Exhibit A (the “Land Transfer Agreement”); and

WHEREAS, the City-owned parcels to be transferred to the DBRA pursuant to the Land Transfer Agreement shall be known herein as the “City Parcels”; now therefore be it

RESOLVED, that Detroit City Council hereby approves the Land Transfer Agreement; and be it further

RESOLVED, that Detroit City Council hereby approves of the sale of the City Parcels to the DBRA for the purchase price of up to Nine Hundred Sixty Five Thousand Ninety Three and 00/100 Dollars (\$965,093.00) based on the land value assigned to each parcel by the City of Detroit Assessor as reflected in the 2018 City property tax records (the “Purchase Price”); and be it further

RESOLVED, that the Planning and Development Department (“P&DD”) Director, or his authorized designee, is authorized to execute the Land Transfer Agreement and issue quit claim deeds for the sale of the City Parcels, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcels to the DBRA consistent with this resolution; and be it further

RESOLVED, that the P&DD Director, or his authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the City Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it further

RESOLVED, that the Purchase Price shall be paid to the City at closing in the form of a promissory note solely payable from certain tax increment revenues captured by the DBRA (“TIR”) pursuant to a brownfield redevelopment plan and Act 381 Work Plan relating to a portion of the Projects (the “Promissory Note”); and be it further

RESOLVED, that DBRA’s payments to the City on the Promissory Note shall be subordinate to: (i) the repayment of obligations of the DBRA to the City and the Michigan Strategic Fund (“MSF”) on account of loans anticipated to be made by the City and MSF to DBRA for the Projects and (ii) disbursements permitted by Act 381 and/or applicable DBRA or MSF guidelines for administrative fees, state and/or local revolving fund contributions, and other similar purposes; and be it further

RESOLVED, that the Detroit City Council approves that in the event the TIR remaining after the repayment of the above referenced payment obligations and permitted disbursements are not sufficient to pay the Purchase Price in full, the Promissory Note shall be non-recourse to the DBRA.

(See Attached Exhibit A)

Resolution 2 - Exhibit A

LAND TRANSFER AGREEMENT (Industrial Land Assembly Project: Mack Assembly Plant)

This Land Transfer Agreement ("**Agreement**") made this ____ day of _____, 2019, by and between the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through its Planning & Development Department (hereinafter referred to as the "**City**"), and the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate organized and existing under the authority of Act 381 of the Public Acts of Michigan 1996, as amended (hereinafter referred to as the "**DBRA**").

WITNESSETH:

WHEREAS, the DBRA was organized by the City pursuant to Act 381 of Michigan Public Acts of 1996, as amended ("Act 381"), in order to, among other things, promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; and

WHEREAS, the City has previously requested assistance from the DBRA in acquiring and/or preparing land in the City for the purpose of contributing such land to one or more industrial economic development projects in the City, providing jobs for residents of the City, generating significant private financial investment in the City and creating other economic benefits for the City; and

WHEREAS, the DBRA anticipates entering into a development agreement (the "**Development Agreement**") with the City and FCA US, LLC (the "**Company**") relating to the construction by the Company of a new assembly plant at the site of its current Mack Engine Plant located at Mack and St. Jean, with an estimated investment of \$1.6 billion and creation of approximately 3,850 net new full-time jobs (the "**Project**"); and

WHEREAS, pursuant to the terms of the Development Agreement, the DBRA will assist the Company with the assembly of 200 acres of market-ready land to support the Company's operations at the Project site for Project-related activities such as employee parking, trailer marshalling, and finished vehicle storage; and

WHEREAS, the City is the owner of certain vacant parcels of land (the "**Parcels**") comprising the sites described on the attached Exhibits A-1 through A-5 (each individually a "**Site**" and collectively, the "**Sites**") which Sites are in the vicinity of the Project site; and

WHEREAS, certain streets and alleys adjacent to the Parcels have been previously vacated or will be vacated in connection with the Project (all such heretofore or hereinafter vacated streets and alleys, the "**Streets and Alleys**"), including as may be necessary and so elected by DBRA any portion of those Streets and Alleys described in Exhibit A-6; and

WHEREAS, in furtherance of the Development Agreement, the DBRA has agreed to purchase the Sites, including any and all right, title and interest in any then vacated Streets and

Alleys (collectively, the “**City Property**,” which City Property, to the extent not otherwise described, shall include the City’s fee interests within the boundaries described in Exhibit A-7) from the City, for subsequent site preparation activities by the DBRA and conveyance to and development by the Company; and

WHEREAS, in order to secure certain privately owned properties for the Project, the City and the DBRA and the DBRA and The Economic Development Corporation of the City of Detroit (the “EDC”) have entered into a series a related agreements with Fodale Group and Associates, Lynch Road Land, LLC and Trident Huber, LLC relating to the sale of certain properties owned by the DBRA, the City, and the EDC (collectively the “Soave Agreements”), the sale proceeds of which will be deposited into a Site Prep Escrow (as defined the Soave Agreements) and used in accordance with the terms of the Soave Agreements; and

WHEREAS, the DBRA, the EDC and the City shall share the sale proceeds from the Soave Agreements remaining in the Site Prep Escrow in the manner described herein; and

WHEREAS, in recognition of the benefits conferred to the City and its residents and taxpayers, the City Council of the City (the “**City Council**”) has determined that the conveyance of the City Property for the Project is in the best interest, and the City has agreed to transfer the City Property to the DBRA, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Section 7(3) of Act 381, the City may transfer the City Property to the DBRA anticipation of payment of the Purchase Price (as defined below) by the DBRA; and

WHEREAS, the City Council, by resolution dated May ___, 2019, attached hereto as Exhibit B, has authorized entering into this Agreement and the City and the DBRA have determined that entering into this Agreement (i) is consistent with the public purposes and responsibilities of the DBRA, and (ii) is in the best interests of the City.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

ARTICLE I

1.01 Sale. Subject to the terms, covenants and conditions of this Agreement, the DBRA agrees to purchase and the City agrees to convey the City Property for the Purchase Price (as defined below). The DBRA may request, from time to time, the conveyance of all or a portion of the City Property and, promptly following such request, such conveyance shall be made by one or more quit claim deeds executed by the City in the form attached hereto as Exhibit C.

1.02 Purchase Price. The “**Purchase Price**” shall be an amount up to Nine Hundred Sixty-Five Thousand Ninety-Three (\$965,093) and 00/100 Dollars, based on “land value” assigned to each Parcel by the City of Detroit Assessor, as reflected in the 2018 City property tax records . The Purchase Price shall be paid to the City pursuant to the terms of a promissory note, executed by the DBRA for the benefit of the City (the “**Promissory Note**”), which Promissory Note shall be in form and substance satisfactory to the City. The Promissory Note shall be payable solely from tax increment revenues (the “**TIR**”) captured by the DBRA pursuant to a brownfield

redevelopment plan and Act 381 Work Plan relating to the Project; provided, however that such repayment shall be subordinate to (i) the repayment of obligations of the DBRA to the City and the Michigan Strategic Fund on account of loans anticipated to be made by the City and MSF to DBRA for the Project and (ii) disbursements permitted by Act 381 and/or applicable DBRA or Michigan Strategic Fund guidelines for administrative fees, state and/or local revolving fund contributions, and other similar purposes. The City acknowledges and agrees that in the event the TIR remaining after the repayment of the above referenced payment obligations and permitted disbursements are not sufficient to pay the Purchase Price in full, the Promissory Note shall be non-recourse to the.

1.03 Title Commitment. The DBRA, at its option, may obtain a commitment for an owner's title insurance policy issued by a responsible title insurance company authorized to do business in the State of Michigan to insure the DBRA's title to any City Property, subject only to such conditions and exceptions as are provided for herein and reasonably acceptable to the DBRA. The cost of such title commitment and a policy issued pursuant to it, if any, shall be paid by the DBRA. Notwithstanding anything in this Agreement to the contrary, in the event DBRA determines, upon examination of the above-referenced title commitments, that a quiet title action (a "QTA") is necessary or desirable in order to provide insurable title to any Parcel to the Company, the DBRA is hereby authorized to transfer such Parcel or Parcels to the Detroit Land Bank Authority ("DLBA") on an interim basis solely for the purpose of carrying out a QTA with respect to the affected Parcel or Parcels. Further, upon the DBRA's election, the City agrees to transfer any Parcel or Parcels as indicated by the DBRA directly to the DLBA for purposes of carrying out a QTA, and such Parcel or Parcels shall be conveyed to the DBRA following the conclusion of such QTA.

1.04 Payment of Miscellaneous Expenses. The DBRA shall be responsible for recording and paying any fees for recording the quit claim deed and any other documents that the City determines must be recorded in connection with the transfer and development of the City Property. DBRA, at its option, may have the Company pay the costs contemplated by this Section 1.04.

1.05 Condition of City Property. The DBRA shall accept the City Property "AS IS", without any representation by or warranty from the City as to the condition of the Property.

ARTICLE II

2.01. Development. The DBRA shall transfer the City Property to the Company in accordance with the terms of the Development Agreement.

2.02 Certificate of Completion. Upon the Company's delivery to the DBRA of the Operations Notice and recording of the Certificate of Completion (each as defined in the Development Agreement) pursuant to Section 10.01 of the Development Agreement and notice to the City of such delivery, the DBRA's obligations pursuant to this Agreement shall be deemed satisfied, and the parties shall have no further obligations hereunder, except as provided in the Promissory Note described in Section 1.02 of this Agreement.

ARTICLE III

3.01 Termination of Development Agreement Prior to Conveyance to DBRA. If, prior to the City's conveyance of any City Property to the DBRA, the Development Agreement is canceled or terminated for any reason whatsoever, the City may cancel this Agreement, whereupon the DBRA shall have no further rights and the City shall have no further obligations hereunder with respect to the City Property not yet conveyed to the DBRA. Within thirty (30) days after receipt of written notice from the City of such cancellation, the DBRA shall acknowledge such cancellation and the termination of the DBRA's rights and the City's obligations hereunder with respect to the City Property not yet conveyed to the DBRA. In the event that the DBRA fails to acknowledge such cancellation and the termination in accordance with this Section 3.01, the DBRA hereby irrevocably appoints the City as its attorney-in-fact with power to execute any and all documents necessary to acknowledge such cancellation and the termination, including but not limited to a quit claim deed from the DBRA conveying to the City any and all right, title, and interest in and to the not yet conveyed City Property.

3.02 Termination of Development Agreement Prior to Conveyance to Company. If, prior to the DBRA's conveyance of any City Property to the Company, the Development Agreement is canceled or terminated for any reason whatsoever, the DBRA shall, within thirty (30) days after receipt of written notice from the City, convey the not yet conveyed City Property back to the City by quitclaim deed and assign to the City the DBRA's interest in such City Property. In the event that the DBRA fails to convey the not yet conveyed City Property and assign its interest in such City Property in accordance with this Section 3.02, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey such City Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in such City Property to the City.

3.03 Election by Company not to Receive City Property. In the event that the Company elects, pursuant to the Development Agreement, not to accept any portion of the City Property after such City Property has been conveyed by the City to the DBRA and before such City Property is conveyed to the Company, the DBRA shall, within thirty (30) days after receipt of written notice from the City, convey such City Property back to the City by quitclaim deed and assign to the City the DBRA's interest in such City Property. In the event that the DBRA fails to convey such City Property and assign its interest in such City Property in accordance with this Section 3.03, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey such City Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in such City Property to the City. Any City Property not requested to be reconveyed to the City pursuant to the foregoing may be conveyed by the DBRA to a party other than Company in connection with an alternative development plan upon the prior written consent of the PDD Director.

3.04 Failure to Provide Operations Notice Subsequent to Conveyance. In the event of the Project Default (as defined in the Development Agreement), the DBRA shall, within thirty (30) days after receipt of written notice from the City, exercise its rights under Section 11.03 of the Development Agreement in accordance with the terms of the Development Agreement. In the

event that the DBRA exercises a remedy under the Development Agreement that includes the exercise of reversionary rights for all or a portion of the City Property, the DBRA shall, within thirty (30) days after receipt of written notice from the City, convey such City Property back to the City by quitclaim deed and assign to the City the DBRA's interest in such City Property. In the event that the DBRA fails to convey such City Property and assign its interest in such City Property in accordance with this Section 3.04, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey such City Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in such City Property to the City. Any City Property not requested to be reconveyed to the City pursuant to the foregoing may be conveyed by the DBRA to a party other than Company in connection with an alternative development plan upon the prior written consent of the PDD Director.

3.05 Remedies. The rights and remedies provided to the City in Sections 3.01, 3.02, 3.03 and 3.04 hereof shall be cumulative of all other remedies at law or in equity, and shall not be the exclusive remedy of the City against the DBRA for default by the DBRA under this Agreement. In the event of the City breaches any of its obligations under this Agreement, then, after reasonable notice and opportunity to cure, the DBRA 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 and under no circumstances shall the DBRA be entitled to monetary damages.

ARTICLE IV

4.01 Independent Contractors. The relationship of the City and the DBRA is, and shall continue to be, an independent contractor relationship and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities or other provisions of liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to either party or either party's agents or employees with respect to the City as a result of this Agreement or the Development Agreement.

4.02 Mutual Cooperation. The parties acknowledge that mutual cooperation will be required to accomplish the intent and objectives of this Agreement, and therefore agree to cooperate mutually in the development of the City Property in order to best serve the respective interests of the public, the City and the DBRA.

ARTICLE V

5.01 Soave Agreements. If, upon the expiration of the Site Prep Escrow, as described in the Soave Agreements, there are any sale proceeds remaining in the Site Prep Escrow, such remaining sale proceeds shall be distributed by the DBRA to each of the City, DBRA and EDC in a manner that is proportionate to the value of the property transferred by each of the City, DBRA and the EDC under the Soave Agreements.

ARTICLE VI

6.01 No Individual Liability. No official or employee of the City shall be personally liable to the DBRA or its successor in interest in the event of any default or breach by the City of any of the terms of this Agreement. No official or employee of the DBRA shall be personally liable to the City or its successor in interest in the event of any default or breach by the DBRA of any of the terms of this Agreement.

6.02 Conflict of Interest. No officer or employee of the City or the DBRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.01 Fair Employment Practices. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252) and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (1976 PA 220), the DBRA agrees that it will not discriminate against any person, employee, consultant 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 or hire because of his (her) religion, race, color, creed, national origin, age, sex, height, weight, marital status, public benefit status, sexual orientation or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The DBRA recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

Breach of the terms and conditions of this section may be regarded as a material breach of this Agreement.

ARTICLE VIII

8.01 Notices. When either party desires to give notice to the other in connection with and in accordance with the terms of this Agreement, such notice shall be given by certified mail and shall be deemed given when deposited in the United States mail, postage prepaid, return receipt requested, and such notice shall be addressed as follows:

For the City:

City of Detroit Planning and Development Department
Coleman A Young Municipal Center
2 Woodward Avenue
8th Floor

Detroit, Michigan 48226
ATTENTION: Director

With a copy to:
City of Detroit Law Department
Coleman A Young Municipal Center
2 Woodward Avenue
5th Floor
Detroit, Michigan 48226
ATTENTION: Corporation Counsel

For the DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
ATTENTION: Authorized Agent

With a copy to:
Detroit Economic Growth Corporation
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
ATTENTION: General Counsel

or such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided herein.

8.02 Force Majeure. In the event that the City or DBRA shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strike, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrections, acts of terror, acts of war, the failure or default of the other party, or for other reasons beyond their control, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.03 Amendments. The City or the DBRA may consider it in its best interest to modify or to extend a term or condition of this Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DBRA, shall be incorporated in written amendments to this Agreement. Unless otherwise stated in the amendment, such amendments shall not invalidate this Agreement, nor relieve or release the City or the DBRA from any of its obligations hereunder.

8.04 Merger Clause. This Agreement shall constitute the entire agreement and shall supersede all prior agreements and understandings both written and oral between the parties with respect to the subject matter and the City Property.

8.05 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 City Property from the City to the DBRA or from the DBRA to the City.

8.06 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same agreement.

8.07 Compliance with Applicable Law. The parties agree to comply with all applicable federal, state and local statutes, regulations, rules, ordinances, other laws and requirements now in effect or hereinafter enacted, including but not limited to City of Detroit Executive Orders Nos. 2016-1 and 2014-5, if applicable, and if necessary, shall execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

8.08 Michigan Law. This Agreement is being entered into and executed in the State of Michigan, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be construed in accordance with the provisions of the laws of the State of Michigan and, where applicable, Federal law.

8.09 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

8.10 Non-Waiver. No waiver at any time of any provision or condition of this Agreement shall be construed as a waiver of any of the other provisions or conditions hereof, nor shall any waiver of any provision or condition be construed as a right to subsequent waiver of the same provisions or conditions.

8.11 Effective Date. The "Effective Date" of this Agreement shall be the date of execution hereof.

IN WITNESS WHEREOF, the City and the DBRA by and through their duly authorized officers and representatives, have executed this Agreement on the date first above written.

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY,
a Michigan public authority and body corporate

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ and _____, each an Authorized Agent of the City of Detroit Brownfield Redevelopment Authority, a Michigan public body authority and body corporate, on its behalf.

Notary Public, _____ County, Michigan
Acting in Wayne County Michigan
My Commission expires: _____

APPROVED AS TO FORM:
DBRA Counsel

By: _____
Rebecca A. Navin, Esq.

CITY OF DETROIT,
a Michigan municipal corporation acting by
and through its Planning and Development
Department

By: _____
Maurice Cox, Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2018,
by Maurice Cox, the Director of the Planning and Development Department on behalf of the City
of Detroit, a municipal corporation.

Notary Public, Wayne County, Michigan
My commission expires:

Approved as to form:

Name: _____
Title: _____

Authorized by City Council resolution adopted _____.

This Instrument Drafted by:
Rebecca Navin, Esq.
500 Griswold, Suite 2200
Detroit, MI 48226

EXHIBIT A-1

Site 1

Parcel ID	ADDRESS	LEGAL DESCRIPTION
21044048.	3911 ST JEAN	W ST JEAN 79 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044036.	3991 ST JEAN	W ST JEAN 4 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044028.	4139 ST JEAN	W ST JEAN 12 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044062.	3827 ST JEAN	W ST JEAN 65 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044061.	3833 ST JEAN	W ST JEAN 66 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044060.	3839 ST JEAN	W ST JEAN 67 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044059.	3843 ST JEAN	W ST JEAN 68 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044057.	3857 ST JEAN	W ST JEAN 70 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044056.	3863 ST JEAN	W ST JEAN 71 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044055.	3867 ST JEAN	W ST JEAN 72 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044053.	3881 ST JEAN	W ST JEAN 74 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044052.	3887 ST JEAN	W ST JEAN 75 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044051.	3893 ST JEAN	W ST JEAN 76 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044050.	3899 ST JEAN	W ST JEAN 77 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044049.	3905 ST JEAN	W ST JEAN 78 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044047.	3917 ST JEAN	W ST JEAN 80 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044046.	3923 ST JEAN	W ST JEAN 81 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044045.	3929 ST JEAN	W ST JEAN 82 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044044.	3935 ST JEAN	W ST JEAN 83 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044043.	3941 ST JEAN	W ST JEAN 84 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044042.	3947 ST JEAN	W ST JEAN 85 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044038.	3981 ST JEAN	W ST JEAN 2 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044037.	3987 ST JEAN	W ST JEAN 3 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044035.	3997 ST JEAN	W ST JEAN 5 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044034.	4103 ST JEAN	W ST JEAN 6 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140

21044033.	4109 ST JEAN	W ST JEAN 7 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044032.	4117 ST JEAN	W ST JEAN 8 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044031.	4121 ST JEAN	W ST JEAN 9 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044030.	4127 ST JEAN	W ST JEAN 10 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044029.	4135 ST JEAN	W ST JEAN 11 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044027.	4145 ST JEAN	W ST JEAN 13 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044025.	4157 ST JEAN	W ST JEAN 1 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044024.	4163 ST JEAN	W ST JEAN 2 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044023.	4169 ST JEAN	W ST JEAN 3 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044022.	4177 ST JEAN	W ST JEAN 4 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044021.	4183 ST JEAN	W ST JEAN 5 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044020.	4189 ST JEAN	W ST JEAN 6 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044019.	4193 ST JEAN	W ST JEAN 7 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044016.	4413 ST JEAN	W ST JEAN 12 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044015.	4415 ST JEAN	W ST JEAN 13 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044014.	4425 ST JEAN	W ST JEAN 14 FINNS SUB L29 P43 PLATS, WCR 21/539 30 X 140
21044012.	4437 ST JEAN	W ST JEAN 2 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044011.	4441 ST JEAN	W ST JEAN 3 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044010.	4447 ST JEAN	W ST JEAN 4 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044009.	4455 ST JEAN	W ST JEAN 5 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044008.	4461 ST JEAN	W ST JEAN 6 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044007.	4467 ST JEAN	W ST JEAN 7 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044006.	4471 ST JEAN	W ST JEAN 8 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044005.	4479 ST JEAN	W ST JEAN 9 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044004.	4485 ST JEAN	W ST JEAN 10 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044003.	4491 ST JEAN	W ST JEAN 11 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044002.	4497 ST JEAN	W ST JEAN 12 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044001.	4503 ST JEAN	W ST JEAN 13 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21044000.	4509 ST JEAN	W ST JEAN 14 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21043982.	4669 ST JEAN	W ST JEAN 4 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 31 X 140
21043981.	4677 ST JEAN	W ST JEAN 3 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 31 X 140
21043980.	4679 ST JEAN	W ST JEAN 2 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 31 X 140
21043979.	4687 ST JEAN	W ST JEAN 1 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 31.44 X 140
21043992.	4607 ST JEAN	W ST JEAN 14 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043991.	4613 ST JEAN	W ST JEAN 13 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043989.	4625 ST JEAN	W ST JEAN 11 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043988.	4631 ST JEAN	W ST JEAN 10 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043987.	4639 ST JEAN	W ST JEAN 9 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140

21043986.	4645 ST JEAN	W ST JEAN 8 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043985.	4651 ST JEAN	W ST JEAN 7 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21043984.	4657 ST JEAN	W ST JEAN 6 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21044018.	4199 ST JEAN	W ST JEAN 8 FINNS SUB L29 P43 PLATS, WCR 21/539 35.30 X 140
21043999.	4513 ST JEAN	W ST JEAN THAT NLY PART OF 19 LYG N & ADJ TO LOT 14 OF FINNS SUB ALSO LYG W OF ST JEAN AVE BG 35.03 FT FTG PLAT OF THE SUB OF THE ST ST JEAN FARM L1 P214 PLATS, W C R 21/525 35.03 X 140
21043978.	4697 ST JEAN	W ST JEAN 1 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 35.17 X 140
21043998.	4519 ST JEAN	W ST JEAN 1 BEAUFaits SUB L30 P4 PLATS, W C R 21/546 37 X 140
21043997.	4527 ST JEAN	W ST JEAN 2 BEAUFaits SUB L30 P4 PLATS, W C R 21/546 37 X 140
21043996.	4533 ST JEAN	W ST JEAN 3 BEAUFaits SUB L30 P4 PLATS, W C R 21/546 36.86 X 140
21044041.	3959 ST JEAN	W ST JEAN S 14.03 FT 87 86 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 42.08 X 140
21043983.	4663 ST JEAN	W ST JEAN 5 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 31 X 140
21044017.	4403 ST JEAN	W ST JEAN 11 FINNS SUB L29 P43 PLATS, WCR 21/539 48.14 X 140
21043995.	4543 ST JEAN	W ST JEAN 1 MORAN SUB L35 P27 PLATS, WCR 21/547 55.43 X 140
21043994.	4555 ST JEAN	W ST JEAN 1 SCHEPKE SUB L34 P78 PLATS, W C R 21/576 55.43 X 140
21044039.	3973 ST JEAN	W ST JEAN 1 FINNS SUB L27 P83 PLATS, WCR 21/538 N 5.75 FT 88 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 59.19 X 140
21043993.	4561 ST JEAN	W ST JEAN 7 THRU 1 SELLING & MAYS SUB L46 P1 PLATS, W C R 21/685 221.72 X 140
21002599.	11238 E WARREN	S E WARREN S 74 FT OF 16 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74
21002600.	11232 E WARREN	S- WARREN -E S 74 FT OF LOT 15JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74
21043977.	4711 ST JEAN	W ST JEAN S 46' 19 S 46' 18 JOHN H WALSHS SUB L28 P17 21/550 46 X 60
21002597.	11250 E WARREN	S-E WARREN N 28 FT OF S 74 FT 19 N 28 FT OF S 74 FT 18 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 60 X 28
21002598.	11244 E WARREN	S WARREN-E S 74 FT 17 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74
21044054.	3873 ST JEAN	W ST JEAN 73 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044058.	3851 ST JEAN	W ST JEAN 69 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140
21044026.	4151 ST JEAN	W ST JEAN 14 FINNS SUB L27 P83 PLATS, WCR 21/538 30 X 140
21044013.	4431 ST JEAN	W ST JEAN 1 FINNS SUB L29 P72 PLATS, WCR 21/545 30 X 140
21043990.	4621 ST JEAN	W ST JEAN 12 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140
21044040.	3963 ST JEAN	W ST JEAN S 22.30 FT OF 88 N 14.02 FT OF 87 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 36.32 X 140

EXHIBIT A-2

Site 1A

<u>Parcel ID</u>	<u>ADDRESS</u>	<u>LEGAL DESCRIPTION</u>
21043977.	4711 ST JEAN	W ST JEAN S 46' 19 S 46' 18 JOHN H WALSHS SUB L28 P17 21/550 46 X 60
21002597.	11250 E WARREN	S-E WARREN N 28 FT OF S 74 FT 19 N 28 FT OF S 74 FT 18 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 60 X 28
21002598.	11244 E WARREN	S WARREN-E S 74 FT 17 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74
21002599.	11238 E WARREN	S E WARREN S 74 FT OF 16 JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74
21002600.	11232 E WARREN	S- WARREN -E S 74 FT OF LOT 15JOHN H WALSHS SUB L28 P17 PLATS, W C R 21/550 30 X 74

EXHIBIT A-3

Site 8

<u>Parcel ID</u>	<u>ADDRESS</u>	<u>LEGAL DESCRIPTION</u>
21000721-54	2115 ST JEAN	N KERCHEVAL 8 HUTTON & NALLS SUB OF LOT 5 L23 P82 PLATS, W C R 21/349 40.04 X 115A
21044150.	2239 ST JEAN	W ST JEAN 2 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044115.	2941 ST JEAN	W ST JEAN 45 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044108.	2989 ST JEAN	W ST JEAN 1 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044095.	11235 GOETHE	W ST JEAN N 29.57 FT 11 LARNEDS SUB L27 P40 PLATS, W C R 21/575 29.57 X 150
21044166.	2139 ST JEAN	W ST JEAN S 15 FT 5 N 15 FT 6 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 30 X 150
21044165.	2149 ST JEAN	W ST JEAN S 15 FT 4 N 15 FT 5 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 30 X 150
21044163.	2161 ST JEAN	W ST JEAN 2 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 30 X 150
21044162.	2167 ST JEAN	W ST JEAN 1 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 30 X 150
21044160.	2179 ST JEAN	W ST JEAN 12 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044159.	2185 ST JEAN	W ST JEAN 11 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044158.	2191 ST JEAN	W ST JEAN 10 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044157.	2197 ST JEAN	W ST JEAN 9 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044156.	2203 ST JEAN	W ST JEAN 8 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044155.	2209 ST JEAN	W ST JEAN 7 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044154.	2215 ST JEAN	W ST JEAN 6 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044153.	2221 ST JEAN	W ST JEAN 5 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044152.	2225 ST JEAN	W ST JEAN 4 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044151.	2231 ST JEAN	W ST JEAN 3 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044149.	2245 ST JEAN	W ST JEAN 1 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 30 X 150
21044148.	2251 ST JEAN	W ST JEAN 1 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044145.	2511 ST JEAN	W ST JEAN 7 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044144.	2515 ST JEAN	W ST JEAN 8 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150

21044143.	2521 ST JEAN	W ST JEAN 9 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044142.	2527 ST JEAN	W ST JEAN 10 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044141.	2533 ST JEAN	W ST JEAN 11 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044140.	2539 ST JEAN	W ST JEAN 12 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044139.	2545 ST JEAN	W ST JEAN 13 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044138.	2551 ST JEAN	W ST JEAN 14 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044137.	2557 ST JEAN	W ST JEAN 15 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044136.	2563 ST JEAN	W ST JEAN 16 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044135.	2567 ST JEAN	W ST JEAN 17 DWYER, SCULLIN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044134.	2573 ST JEAN	W ST JEAN 18 DWYER, SCULLIN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044133.	2581 ST JEAN	W ST JEAN 19 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044132.	2587 ST JEAN	W ST JEAN 20 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044131.	2591 ST JEAN	W ST JEAN 21 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044130.	2597 ST JEAN	W ST JEAN 22 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044126.	2623 ST JEAN	W ST JEAN 26 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044125.	2629 ST JEAN	W ST JEAN 27 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044124.	2635 ST JEAN	W ST JEAN 28 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044123.	2641 ST JEAN	W ST JEAN 29 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044122.	2647 ST JEAN	W ST JEAN 30 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044121.	2653 ST JEAN	W ST JEAN 31 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044120.	2657 ST JEAN	W ST JEAN 32 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044118.	2923 ST JEAN	W ST JEAN 42 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044117.	2929 ST JEAN	W ST JEAN 43 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044116.	2935 ST JEAN	W ST JEAN 44 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044114.	2947 ST JEAN	W ST JEAN 46 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150

21044113.	2951 ST JEAN	W ST JEAN 47 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044110.	2977 ST JEAN	W ST JEAN 51 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044107.	2995 ST JEAN	W ST JEAN 2 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044106.	3001 ST JEAN	W ST JEAN 3 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044105.	3007 ST JEAN	W ST JEAN 4 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044104.	3013 ST JEAN	W ST JEAN 5 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044103.	3021 ST JEAN	W ST JEAN 6 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044102.	3025 ST JEAN	W ST JEAN 7 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044101.	3033 ST JEAN	W ST JEAN 8 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044100.	3039 ST JEAN	W ST JEAN 9 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044099.	3043 ST JEAN	W ST JEAN 10 SEYMOUR & TROESTER EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044098.	3049 ST JEAN	W ST JEAN 11 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044097.	3057 ST JEAN	W ST JEAN 12 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 30 X 150
21044094.	3407 ST JEAN	W ST JEAN 10 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044093.	3413 ST JEAN	W ST JEAN 9 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044092.	3421 ST JEAN	W ST JEAN 8 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044091.	3427 ST JEAN	W ST JEAN 7 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044090.	3433 ST JEAN	W ST JEAN 6 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044089.	3439 ST JEAN	W ST JEAN 5 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044088.	3445 ST JEAN	W ST JEAN 4 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044087.	3451 ST JEAN	W ST JEAN 3 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044086.	3457 ST JEAN	W ST JEAN 2 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044085.	3463 ST JEAN	W ST JEAN 1 LARNEDS SUB L27 P40 PLATS, W C R 21/575 30 X 150
21044084.	3469 ST JEAN	W ST JEAN 88 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044083.	3475 ST JEAN	W ST JEAN 87 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044082.	3481 ST JEAN	W ST JEAN 86 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044081.	3485 ST JEAN	W ST JEAN 85 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044080.	3493 ST JEAN	W ST JEAN 84 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044079.	3499 ST JEAN	W ST JEAN 83 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044078.	3505 ST JEAN	W ST JEAN 82 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150

21044077.	3511 ST JEAN	W ST JEAN 81 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044076.	3517 ST JEAN	W ST JEAN 80 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044075.	3521 ST JEAN	W ST JEAN 79 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044074.	3527 ST JEAN	W ST JEAN 78 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044073.	3535 ST JEAN	W ST JEAN 77 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044072.	3539 ST JEAN	W ST JEAN 76 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044071.	3547 ST JEAN	W ST JEAN 75 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044070.	3551 ST JEAN	W ST JEAN 74 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044069.	3559 ST JEAN	W ST JEAN 73 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044068.	3563 ST JEAN	W ST JEAN 72 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044067.	3569 ST JEAN	W ST JEAN 71 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044066.	3575 ST JEAN	W ST JEAN 70 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044065.	3581 ST JEAN	W ST JEAN 69 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044064.	3589 ST JEAN	W ST JEAN 68 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 30 X 150
21044161.	2171 ST JEAN	W ST JEAN 13 HUTTON & NALLS SUB L23 P76 PLATS, W C R 21/367 31.50 X 150
21044096.	3063 ST JEAN	W ST JEAN 13 SEYMOUR & TROESTERS EUREKA HILL SUB L26 P66 PLATS, WCR 21/368 31.50 X 150
21044146.	2505 ST JEAN	W ST JEAN 6 AND N 6.60 FT OF VAC WATERLOO ST LYG S OF & ADJ 6 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 36.6 IRREG
21044109.	2983 ST JEAN	W ST JEAN 52 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 42.32 X 150
21044129.	2605 ST JEAN	W ST JEAN 23 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044128.	2611 ST JEAN	W ST JEAN 24 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044127.	2617 ST JEAN	W ST JEAN 25 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044119.	2665 ST JEAN	W ST JEAN 33 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 30 X 150
21044167.	2131 ST JEAN	W ST JEAN S 15 FT 6 7 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 45 X 150
21044164.	2155 ST JEAN	W ST JEAN 3 N 15 FT 4 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 45 X 150
21044111.	2969 ST JEAN	W ST JEAN 50 N 15 FT 49 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 45 X 150

21044147.	2257 ST JEAN	W ST JEAN S 23.40 FT 3 2 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 53.40 X 150
21044063.	3597 ST JEAN	W ST JEAN 67 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 50.65 IRREG
21044112.	2965 ST JEAN	W ST JEAN S 15 FT 49 48 DWYER, SCULLEN & ONEIL SUB L24 P96 PLATS, W C R 21/361 45 X 150
21000925-43	2905 ST JEAN	N CHARLEVOIX 38 THRU 41 EXC CHARLEVOIX AVE AS WD DWYER SCULLEN & O'NEIL SUB L24 P96 PLATS, W C R 21/361 150 X 115.43A
21001116-39	11256 MACK	S MACK 66&65 THE HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 40.81 X 100
21001141.	11234 MACK	S MACK 61 THRU 58 HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 80 X 100
21001140.	11244 MACK	S MACK 64 THRU 62 HEIGHTS PARK SUB L29 P40 PLATS, W C R 21/524 60 X 100
21000889-905	11262 CHARLEVOIX	S CHARLEVOIX 35&34 S 4.94 FT VAC CHARLEVOIX ADJ DWYER SCULLEN & O'NEIL SUB L24 P96 PLATS, W C R 21/361 150 X 64.94

EXHIBIT A-4

Site 8A

21000717.	11231 KERCHEVAL	N KERCHEVAL 13 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 30.02 X 123A
21043135.002L	2124 BENITEAU	E BENITEAU N 54.27 FT 17&16 HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 54.27 X 70
21000715.	11201 KERCHEVAL	N KERCHEVAL 17&16 EXC N 54.27 FT HUTTON & NALLS SUB L23 P82 PLATS, W C R 21/349 70.06 IRREG
21042676-93	11131 KERCHEVAL	E LILLIBRIDGE N 5.32 FT ON W LINE BG N 1.12 FT ON E LINE 109 108 THRU 88 AND VAC ALLEY ADJ CHARESTS SUB L12 P55 PLATS, W C R 21/360 S 183.97FT OF W 105.10FT OL 5 LYG N & ADJ KERCHEVAL SUB OF ST JEAN FARM L1 P214 PLATS, W C R 21/525 31 THRU 25 HUTTON & NA

EXHIBIT A-5

Site 7A-2

21043944.	5066 ST JEAN	E ST JEAN 10 THRU 15 22 THRU 25 32 THRU 35 AND THAT PT OF 28 THRU 31 BG E 59.31 FT ON S LINE & E 13 FT ON N LINE & VAC GLADWIN & ALLEYS ADJ S J BLOOMFIELDS SUB L31 P93 PLATS, W C R 21/563 51456 SQ FT
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EXHIBIT A-6

Site 7C

21003300.001	11031 SHOEMAKER	N SHOEMAKER 7 THRU 12THOMAS L RICE SHOEMAKERS SUB L38 P35 PLATS, W C R 21/572 ALSO THAT PT OF SUB OF LOTS 25 & 26 OF THE ST JEAN FARM, PC 26, ALSO PT OF PC 688 DESC AS FOLS BEG AT A PTE IN THE N LINE OF SHOEMAKER AVE 66 FT WD S 62D 42M 48S W 415.97 FT FR
21003300.002L	11081 SHOEMAKER	N SHOEMAKER PT OF LOTS 3 THRU 5SUB OF LOTS 25 & 26 OF THE ST JEAN FARM, PC 26 L217 P522 DEEDS W C R 21/587 DESC AS FOLS BG AT THE INTSEC OF THE W LINE OF ST JEAN AVE 66 FT WD & THE N LINE OF SHOEMAKER AVE 66 FT WD TH S 62D 42M 48S W 415.97 FT TH N 25D 53

EXHIBIT A-7

All of the following parts of vacated streets and alleys further described as:

- 1) St. Jean Widening on the west side of St. Jean from south line of Warren Avenue, 105 feet wide, to Canfield Avenue, 60 feet wide, being land in the City of Detroit, Wayne County, Michigan described as: part of Lots 1 and 19, both inclusive, and the alley adjoining said Lots of "JOHN H. WALSH'S SUB'N" of the southerly 305.98 feet of Out Lot 22 Sub'n of St. Jean Farm, P.C. 26, St Clair Heights Village, (now city of Detroit), Wayne County, Michigan as recorded in Liber 28 of Plats, Page 17, Wayne County Records; part of Lots 1 through 14, both inclusive, of "HAN'S A. CHRISTIANSEN'S SUBDIVISION" of part of P.C. 688 and of Lot 21 plat of the Sub'n. of the St. Jean Farm (so called) being the westerly part of P.C. 26, Village of St. Clair Heights, Township of Grosse Pointe, (now City of Detroit) Wayne County, Michigan as recorded In Liber 30 of Plats, Page 71, Wayne County Records; part of Lots 1 through 7, both inclusive, of "SELLING AND MAY'S SUBDIVISION" of N. 1/2 of Lot 20 Plat of the Sub'n. of the St. Jean Farm (so called) being the westerly part of P.C. 26, City of Detroit, Wayne County, Michigan, as recorded in Liber 46 of Plats, Page 1, Wayne County Records; part of Lot 1 of "SCHEPKE SUBDIVISION" of N.1/2 of N.1/2 of S.1/2 of Lot 20 Plat of the Sub'n. of the St. Jean Farm, being the westerly part of P.C. 26, Village of St. Clair Heights, Township of Gratiot, Wayne County, Michigan, as recorded In Liber 34 of Plats, Page 78, Wayne County Records; part of Lot 1 of "MORAN SUBDIVISION" of S.1/2 of N.1/2 of S.1/2 of Lot 20 Plat of the Sub'n. of the St. Jean Farm (so called) being the westerly part of P.C. 26, Village of St. Clair Heights, Township of Gratiot, Wayne County Records, as recorded In Liber 35 of Plats, Page 27, Wayne County Records; part of Lots 1 through 3, both inclusive, of "BEAUFIT'S SUBDIVISION" of S.1/2 of S.1/2 of Lot 20 Subdivision of the westerly part of St. Jean Farm, P.C. 26, T.1S., R.12 E. St. Clair Heights, Wayne County, Michigan, as recorded In Liber 30, of Plats, Page 4, Wayne County Records; part of Lot 19 of "PLAT OF THE SUBDIVISION OF THE ST. JEAN FARM (SO CALLED)" being the westerly part of private claim 26, In the Township Grosse Pointe, Wayne County, Michigan, as recorded In Liber 1 of Plats, Page 214, Wayne County Records, lying southerly of and adjacent to Lot 1 of said "BEAUFIT'S SUBDIVISION" and lying northerly of and adjacent to Lot 14 of "FINN'S SUB. OF PART OF LOT 19" St. Jean Farm, P.C. 26, T.S., R.12E., Saint Clair Heights, Wayne County, Michigan, as recorded in Liber 29 of Plats, Page 72, Wayne County Records; Lots 1 through 14 both inclusive of said "FINN'S SUB. OF LOT 19", of St. Jean Farm, P.C. 26, T.1.S., R.11E., Saint Clair Heights, Wayne County, Michigan, as recorded in Liber 29 of Plats, on Page 72, Wayne County Records; part of Lots 11 through 14, both inclusive, of "FINN'S SUB. OF LOT 18" on the St. Jean Farm, Private Claim 26 T.1S., R.11E Village of St Clair Heights (Now Detroit) as recorded in Liber 29, Page 43 of Plats, Wayne County Records, and being more particularly described as:

Beginning at the Intersection of the southerly line of Warren Ave. (105 ft. wd.) and the westerly line of St. Jean Ave. (66 ft. wd.); Thence S25°55'32"E along the westerly line of said St. Jean Ave. 1613.51 feet to the northerly line of Canfield Ave. (60

ft. wd.); Thence S65°38'18"W along the northerly line of said Canfield Ave. 17.01 feet; Thence N25°55'32"W 1608.04 feet; Thence N70°56'12"W 7.07 feet to the southerly line of said Warren Ave.; Thence N64°03'26"E along the southerly line of said Warren Ave. 22.00 feet to the POINT OF BEGINNING.

- 2) St. Jean Widening on the west side of St. Jean from south line of Canfield Avenue, 60 feet wide, to the north line of Mack Avenue, variable width, being land in the City of Detroit, Wayne County, Michigan described as: part of Lots 1 through 8, both inclusive, "Finn's Subdivision of Lot 18 on the St Jean Farm P.C. 26 Village of St. Clair Heights (Now Detroit)" as recorded in Liber 29, Page 43 of Plats, Wayne County Records; and part of Lots 1 through 14, both inclusive "Finn's Subdivision of Lot 17 on the St Jean Farm P.C. 26, T.1S, R.12E. Village of St. Clair Heights (Now Detroit)" as recorded in Liber 27, Page 83 of Plats, Wayne County Records; and part of Lots 1 and 65, and alley adjoining, and Lots 66 through 88, both inclusive "Lieberman's Homedale Subdivision of McCracken's Subdivision of Lots 15 and 16, St Jean Farm P.C. 26, T.1S, R.12E. Village of St. Clair Heights (Now Detroit)" as recorded in Liber 28, Page 75 of Plats, Wayne County Records; and being more particularly described as follows:
 - 3) Beginning at the intersection of the of the westerly line of St. Jean Avenue, 66 feet wide, and the southerly line of Canfield Avenue, 60 feet wide; Thence S25°51'28"E along the westerly line of said St. Jean, 1526.80 feet to the northerly line of Mack Avenue, variable width; Thence S58°14'44"W along the northerly line of said Mack Avenue 25.89 feet; Thence N25°46'33"W 107.57 feet; Thence N64°04'07"E 8.60 feet; Thence N25°51'28"W 1422.29 feet to the southerly line of said Canfield Avenue; Thence N65°38'18"E along the southerly line of said Canfield Avenue, 17.01 feet to the Point Of Beginning.
- 4) Land dedicated for road purposes at the northeast corner of Mack, variable width and St Jean, variable width, being land in the City of Detroit, Wayne County, Michigan described as: part of Lots 1 through 6, both inclusive, part of Lot 53 and part of vacated alley adjoining "Gladwin Park Subdivision of Part of P.C. 26, North of Mack Avenue, Village of St. Clair Heights (Now Detroit)" as recorded in Liber 29, Page 55 of Plats, Wayne County Records; being more particularly described as follows:

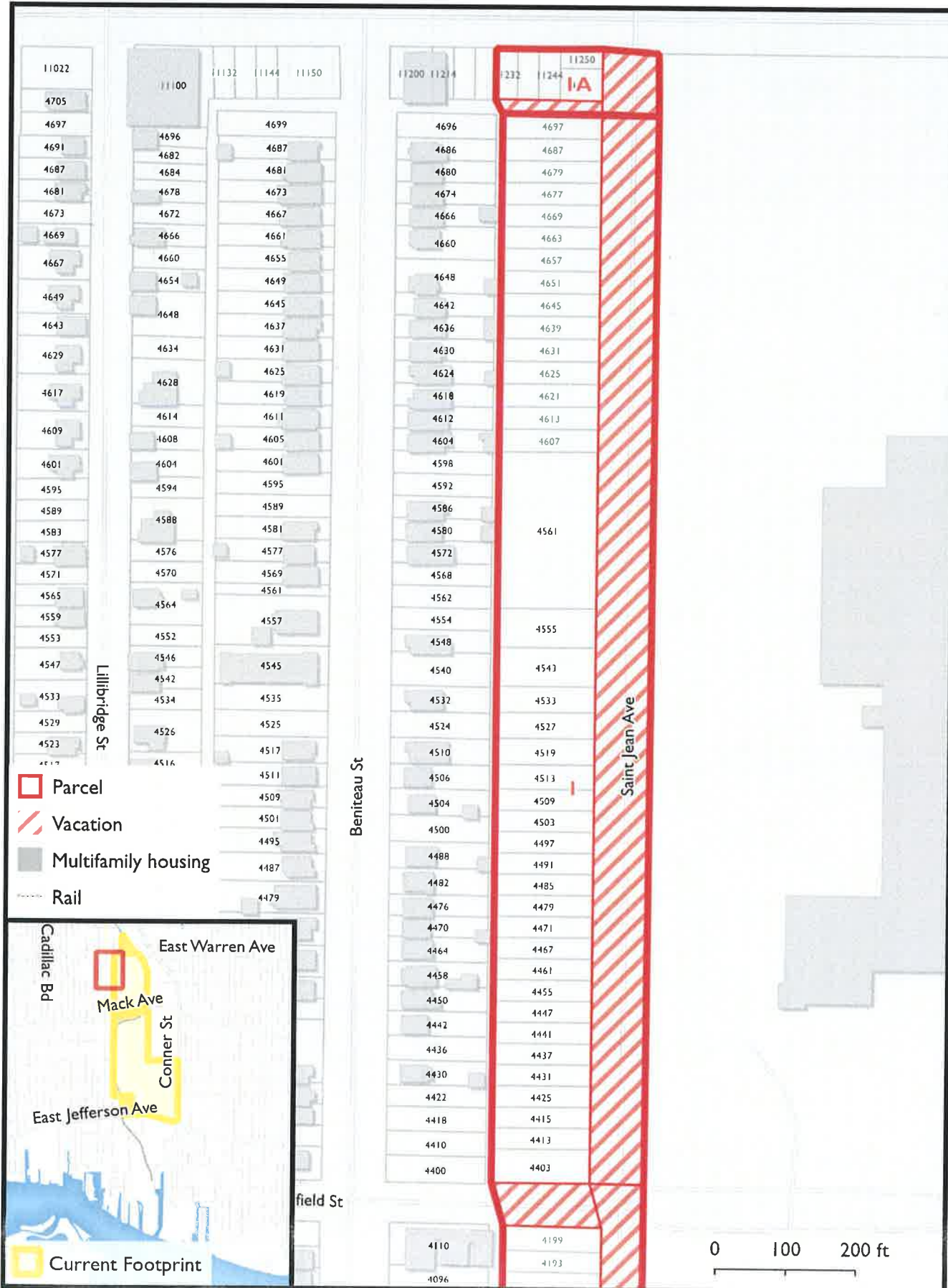
Beginning at the southwesterly corner of said Lot; Thence N25°51'28"W (N25°W record) along the easterly line of St. Jean, 66 feet wide, 123.09 feet to a non-tangent point of curve; Thence along a curve to the left having an arc length of 166.26 feet, a radius of 87.00 feet, a central angle of 109°29'30", a chord bearing of S80°36'16"E, and a chord distance of 142.09 feet to a non-tangent point, also being a point on the northerly line of Mack Avenue, variable width; Thence S44°38'55"W along the said northerly line of Mack Avenue, 123.09 feet to the Point of Beginning.
- 4) Canfield Avenue, 60 feet wide from east line of St. Jean Avenue, 66 feet wide as platted, to the east line of the north-south alley, 20 feet wide first west of St. Jean Avenue, being land in the City of Detroit, Wayne County, Michigan described as: Lots 9 and 10 "Finn's

Subdivision of Lot 18 on the St Jean Farm P.C. 26 Village of St. Clair Heights (Now Detroit)" as recorded in Liber 29, Page 43 of Plats, Wayne County Records.

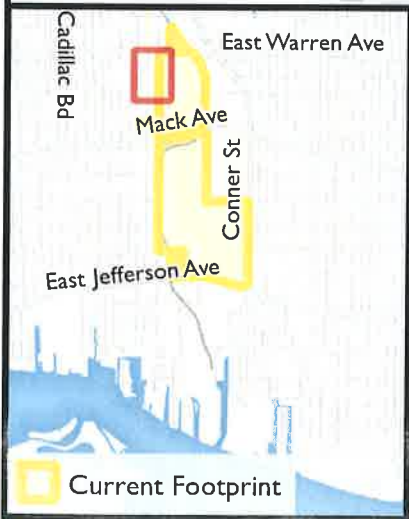
- 5) Goethe Avenue, variable width, from east line of St Jean Avenue, 66 feet wide as platted, to the east line of the north-south alley, 20 feet wide first west of St. Jean Avenue, being land in the City of Detroit, Wayne County, Michigan described as: Lot 36 and the south 2.83 feet on the east line, being the south 2.16 feet on the west line of Lot 11 "Larned's Subdivision of Lot 12 of the St. Jean Farm, Village of St. Clair Heights (Now Detroit)" as recorded in Liber 27, Page 40 of Plats, Wayne County Records.
- 6) Charlevoix Avenue, 60 feet wide, from east line of St. Jean Avenue, 66 feet wide as platted, to the east line of the north-south alley, 20 feet wide first west of St. Jean Avenue, being land in the City of Detroit, Wayne County, Michigan described as: all of Lot 37, and the north 25.06 feet on the east line, being the north 25.62 feet on the west line of Lot 36, and the south 4.94 feet on the east line being the south 4.38 feet on the west line of Lot 38 "Dwyer, Scullen & O'Neil Subdivision of Lots J, L, and M of Richard Lemay Est. P.C. 26 and 688, Village of Fairview (Now Detroit)" as recorded in Liber 24, Page 96 of Plats, Wayne County Records.
- 7) East Vernor Highway, 60 feet wide, from east line of St. Jean Avenue, 66 feet wide as platted, to the east line of the north-south alley, 20 feet wide first west of St. Jean Avenue, being land in the City of Detroit, Wayne County, Michigan described as: all of Lot 4, and the north 6.60 feet on the east line, being the north 7.19 feet on the west line of Lot 5, and the South 23.40 feet on the east line, being the south 22.81 feet on the west line of Lot 3 "Dwyer, Scullen & O'Neil Subdivision of Lots J, L, and M of Richard Lemay Est. P.C. 26 and 688, Village of Fairview (Now Detroit)" as recorded in Liber 24, Page 96 of Plats, Wayne County Records.
- 8) East 19 feet of east-west alley, 18 feet wide in the block bounded by Kercheval Avenue, 80 feet wide, Vernor Highway, 60 feet wide, Beniteau Avenue, 70 feet wide, and St Jean Avenue, 66 feet wide being, land in the City of Detroit, Wayne County, Michigan described as: east 19 feet of east-west alley, 18 feet wide lying north of and adjoining the north line of the east 19 feet of Lot 8 and lying south of and adjoining the south line of the east 19 feet of Lot 7 "Hutton & Nall's Subdivision of Lot 5 except School Lot, of the Subdivision of the St. Jean Farm, part of P.C. 26, Village of Fairview (Now Detroit)" as recorded in Liber 23, Page 82 of Plats, Wayne County Records.

EXHIBIT A-8

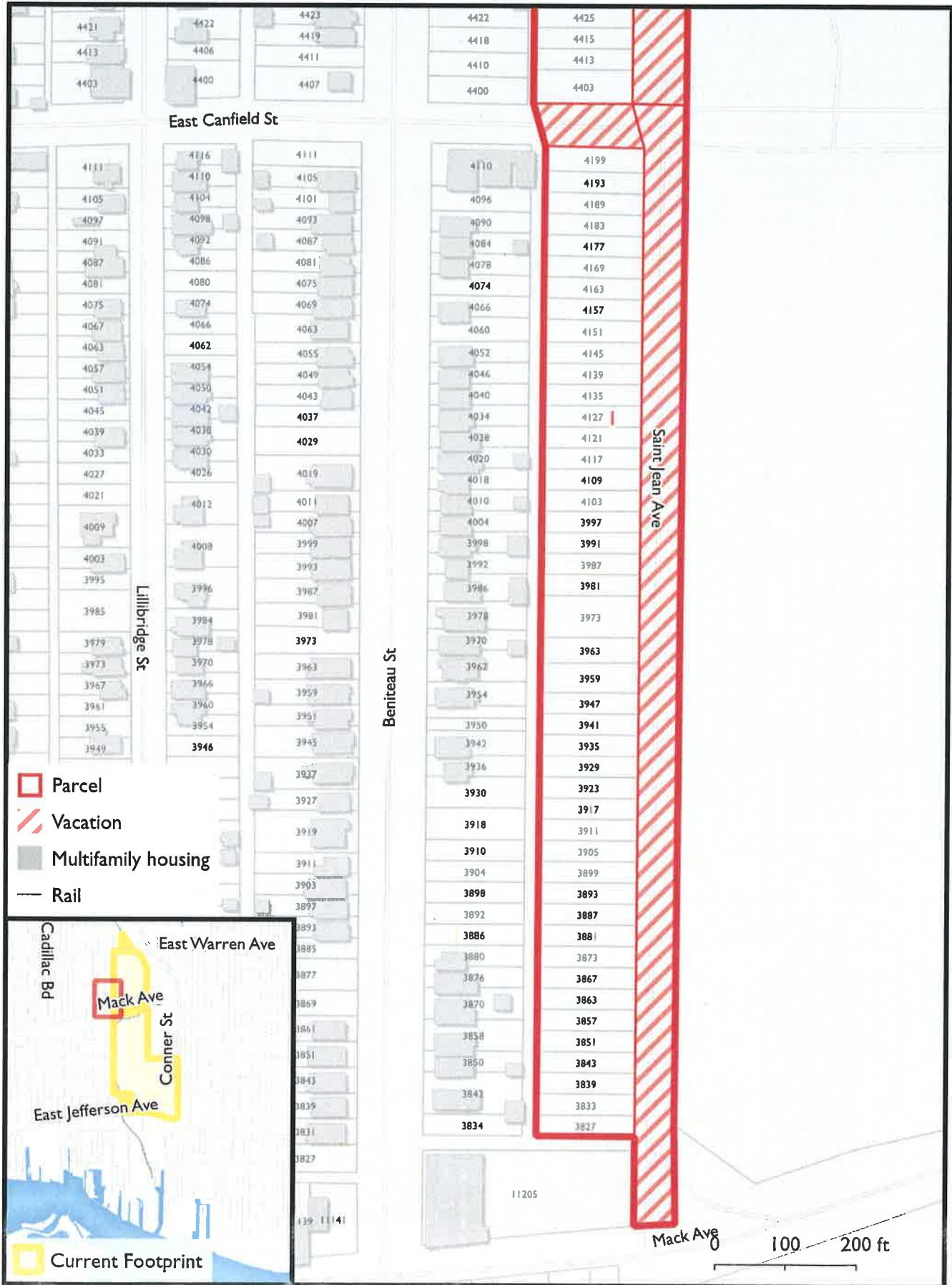
(See inserted map.)



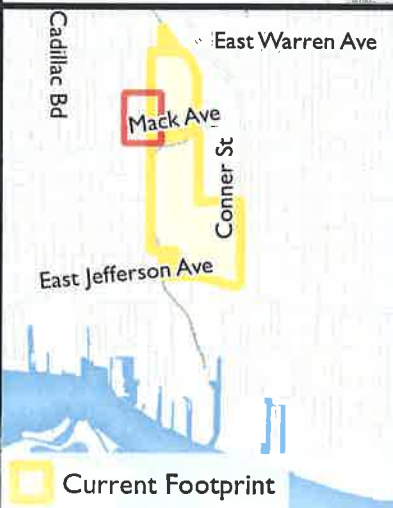
- Parcel
- Vacation
- Multifamily housing
- Rail

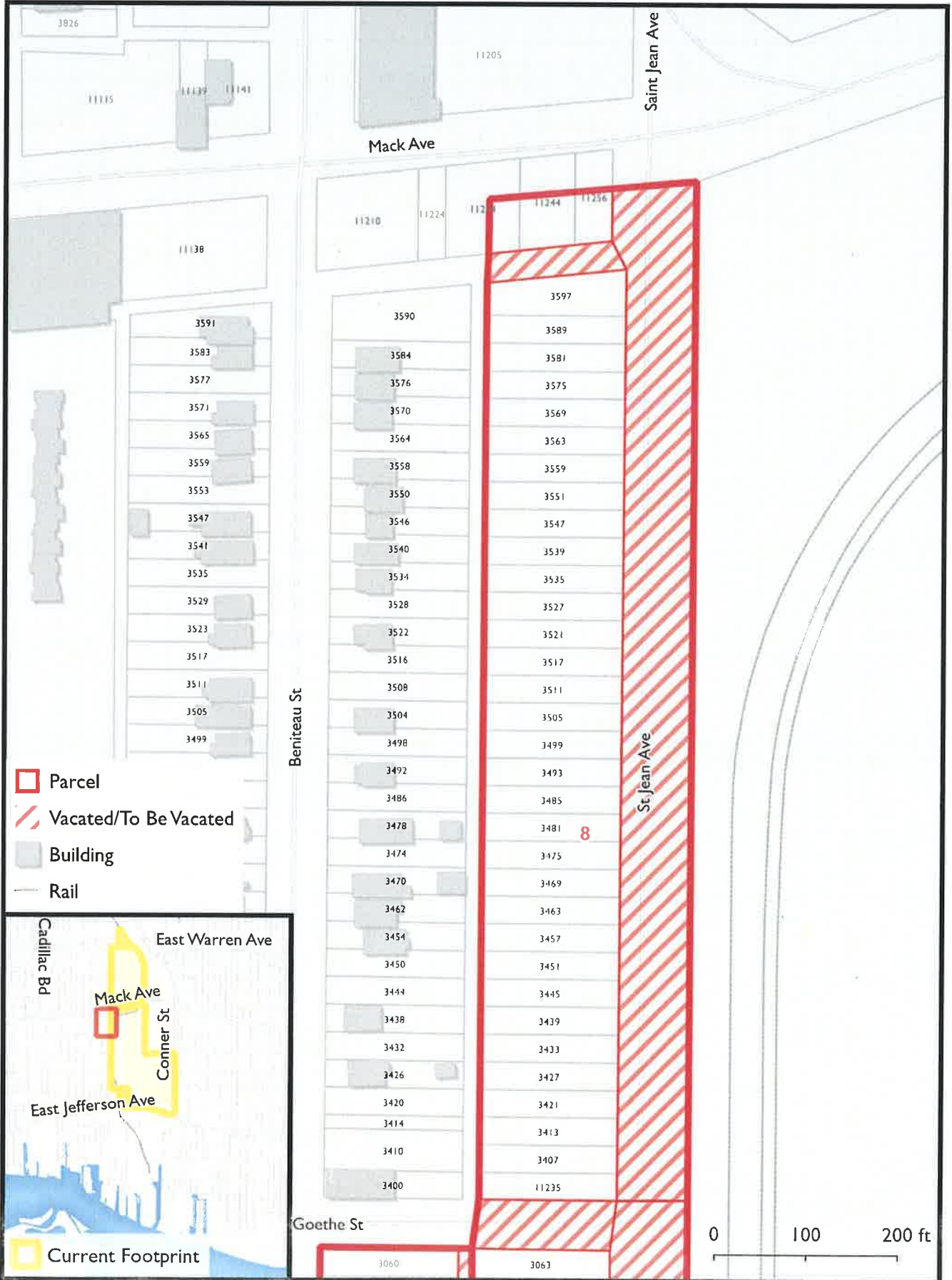


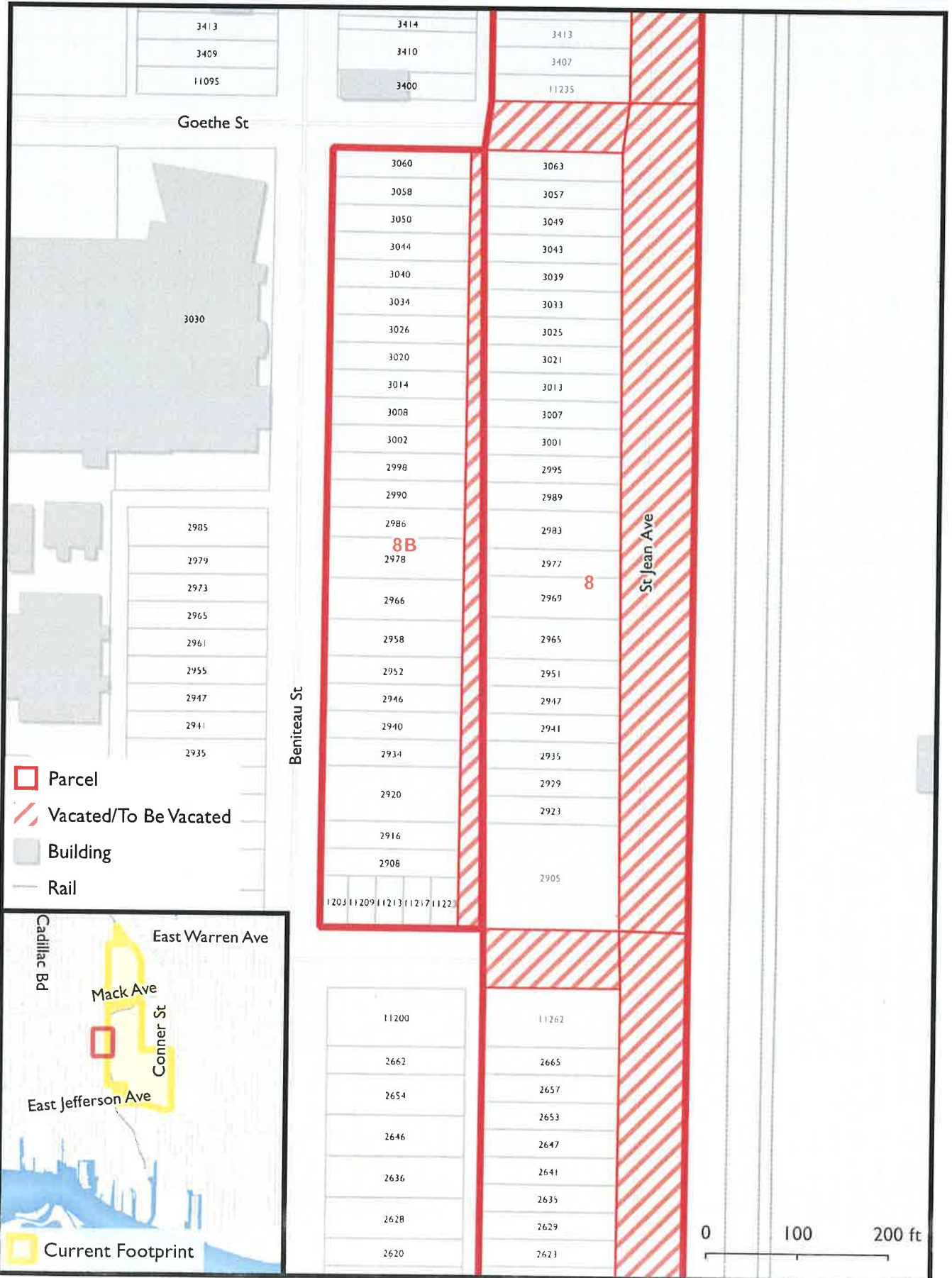
0 100 200 ft

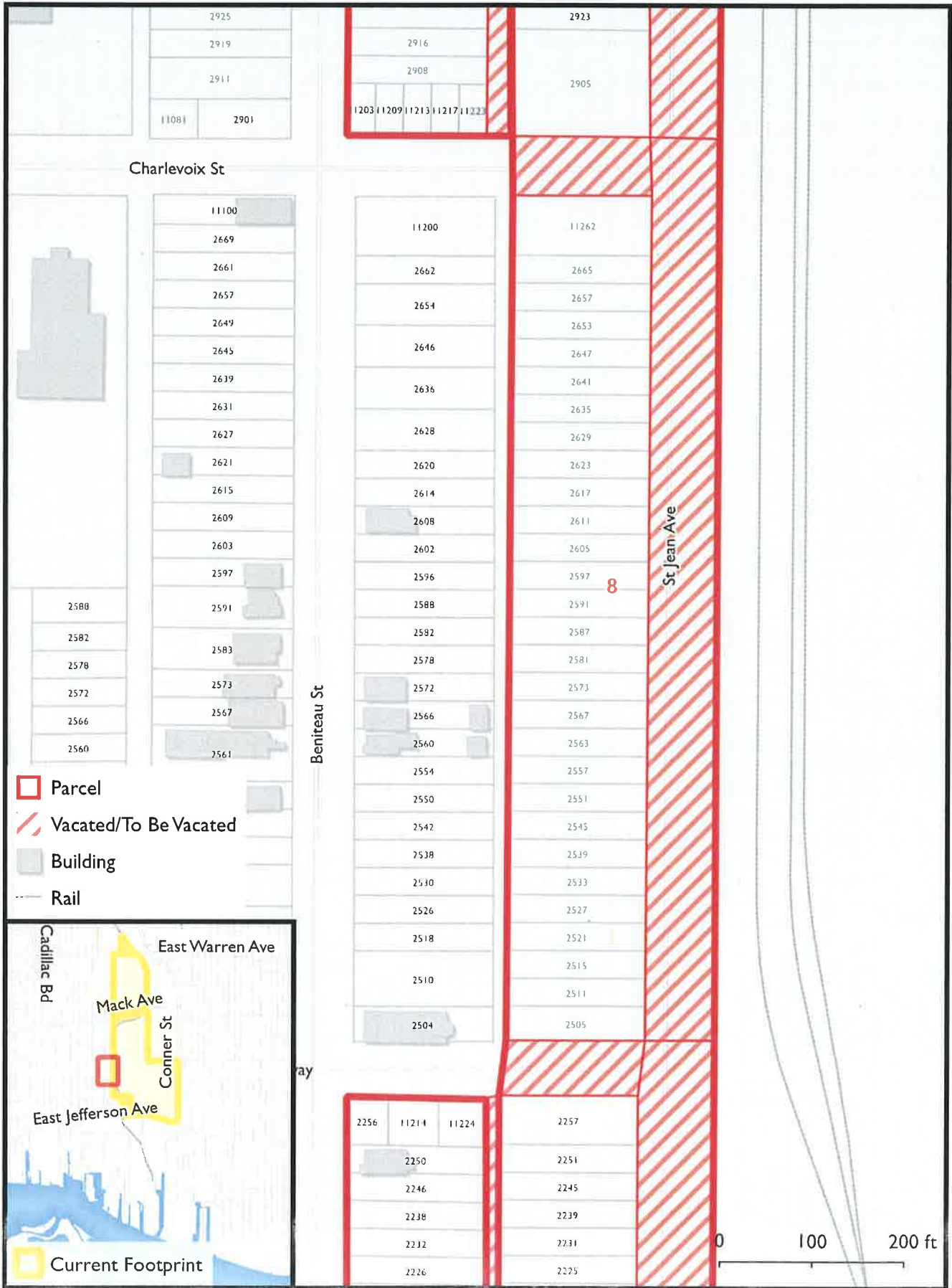


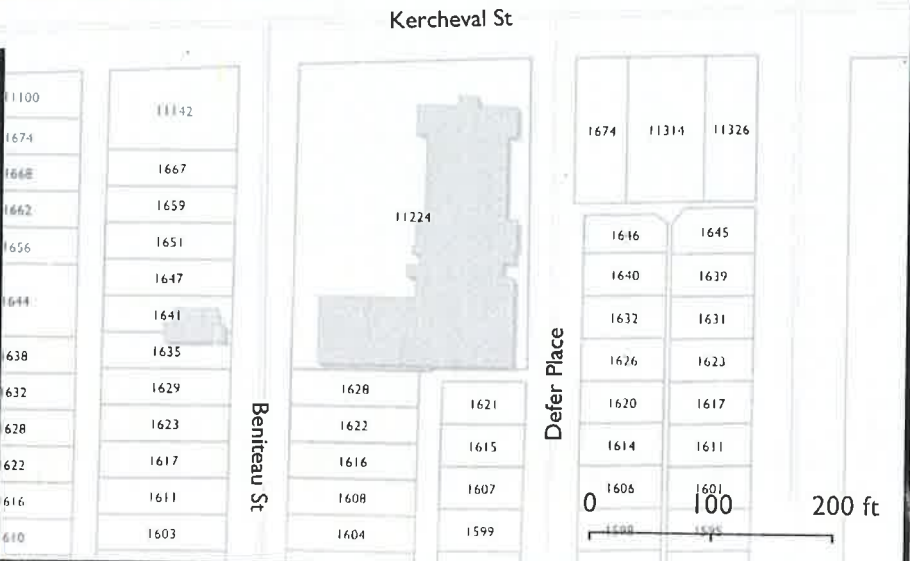
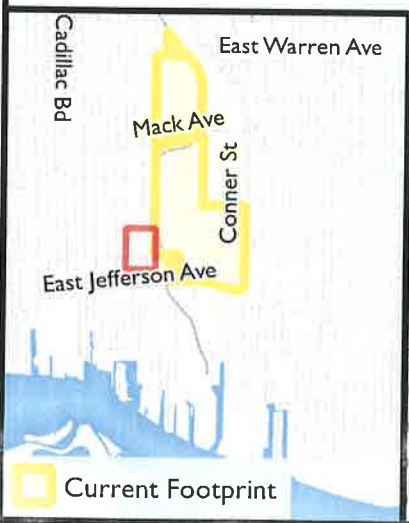
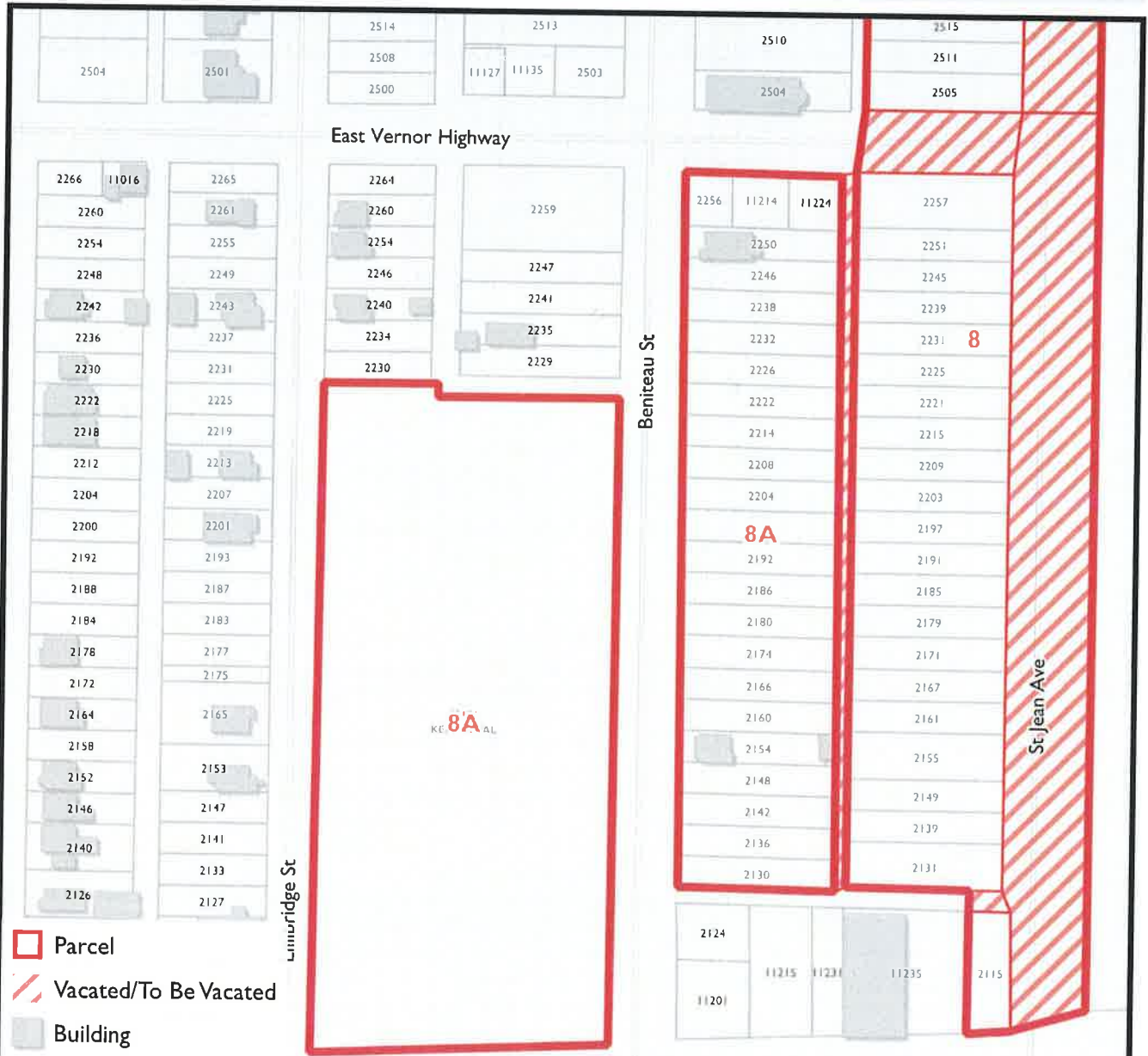
- Parcel
- Vacation
- Multifamily housing
- Rail

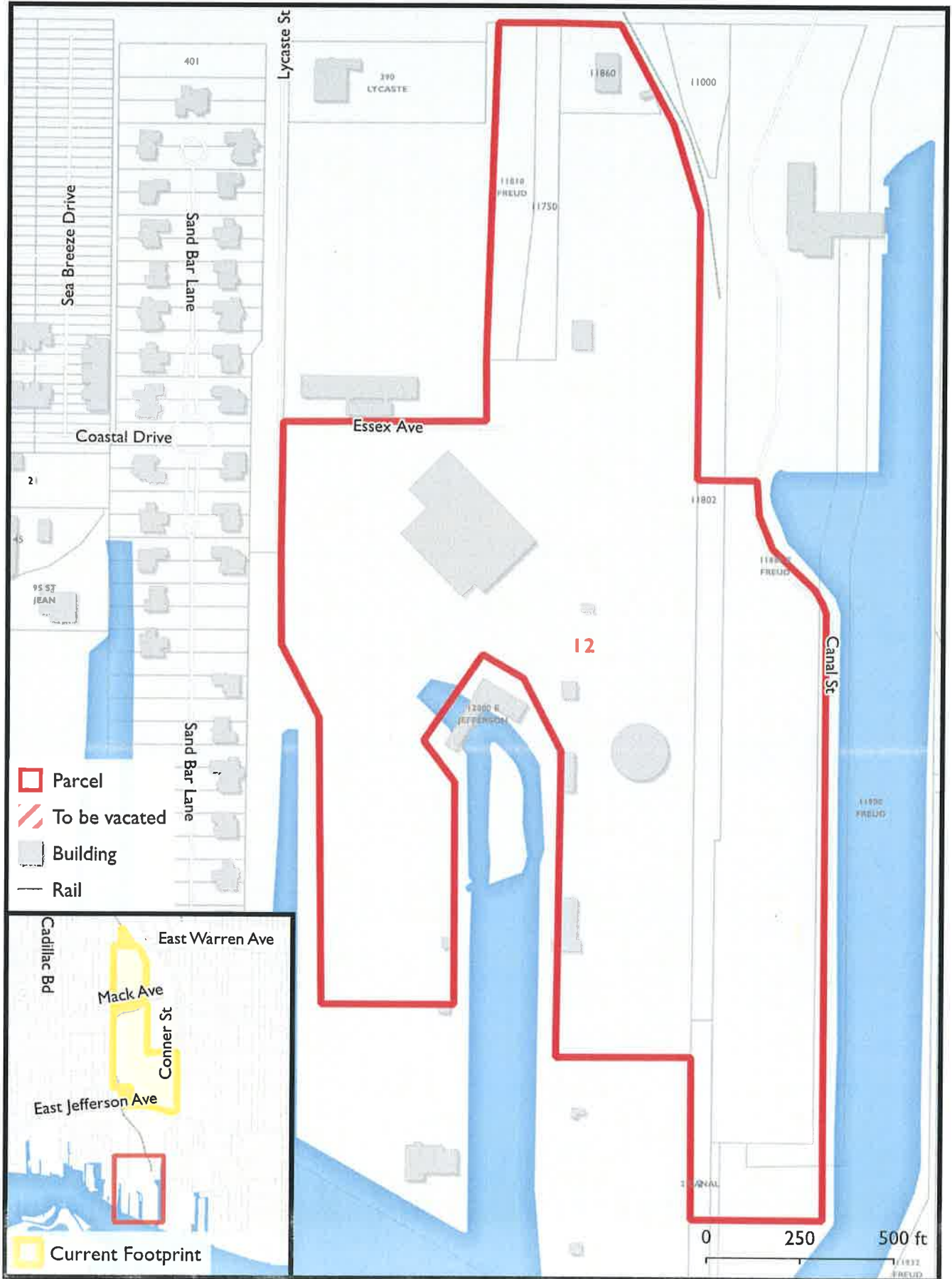


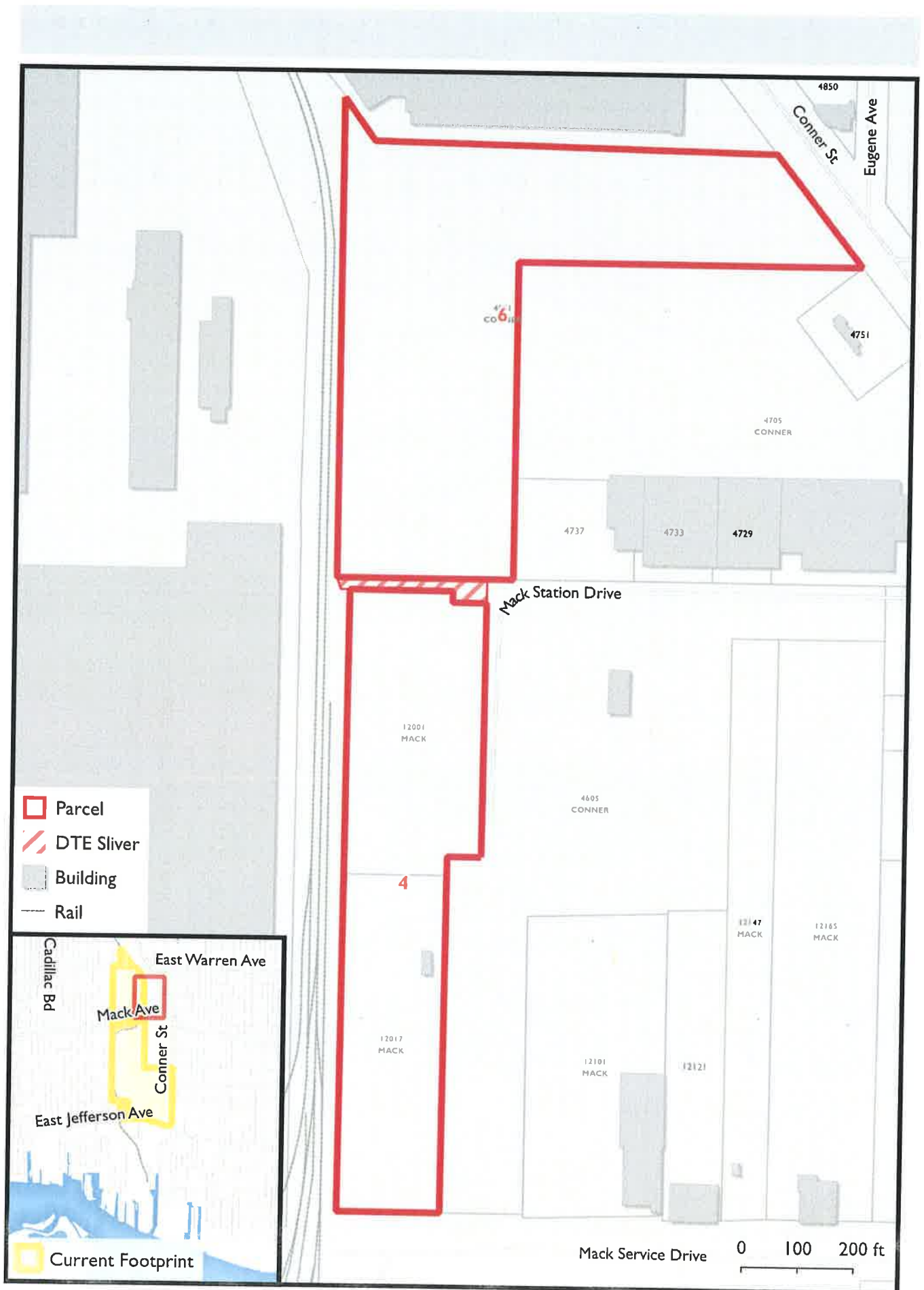


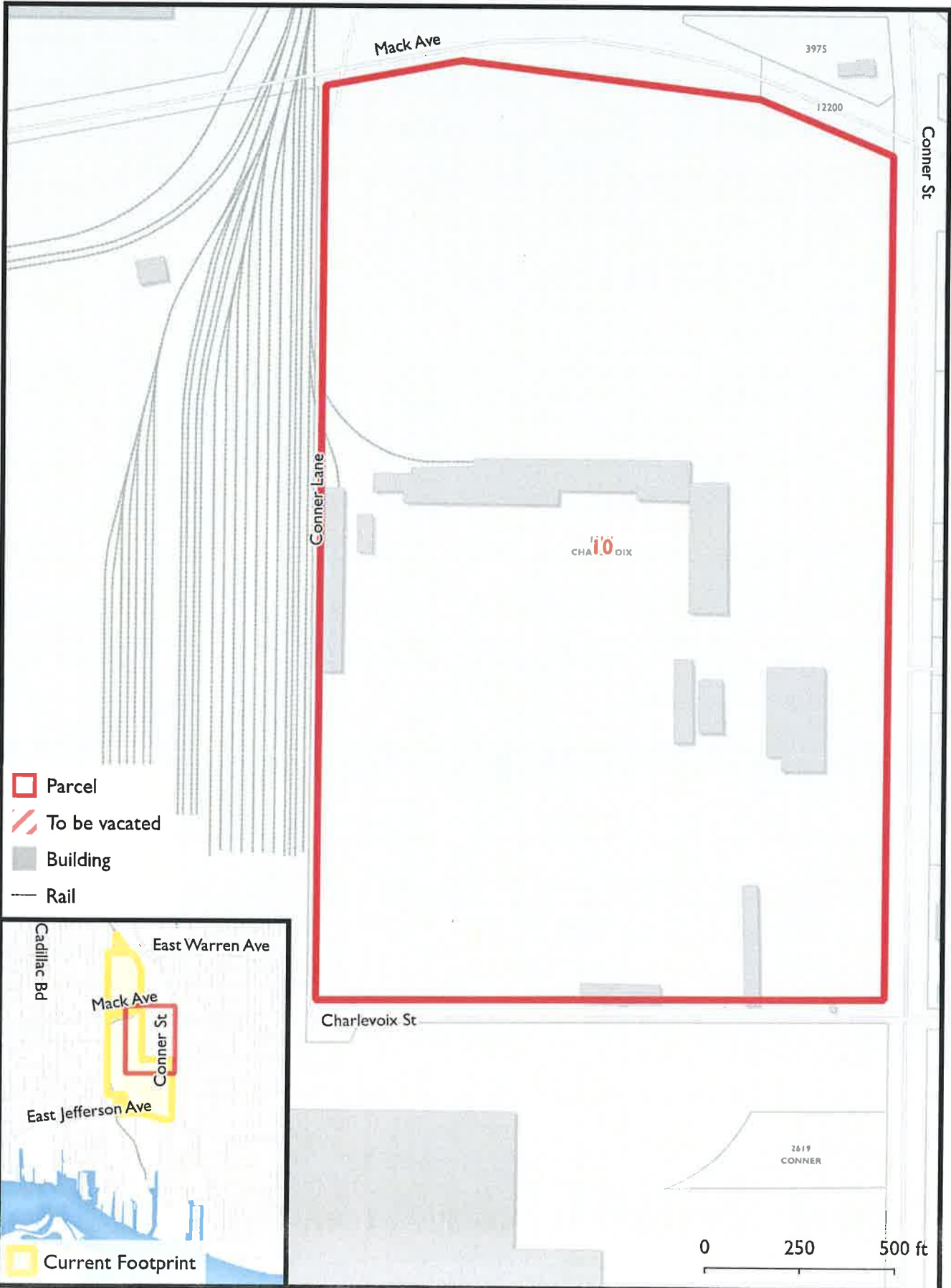














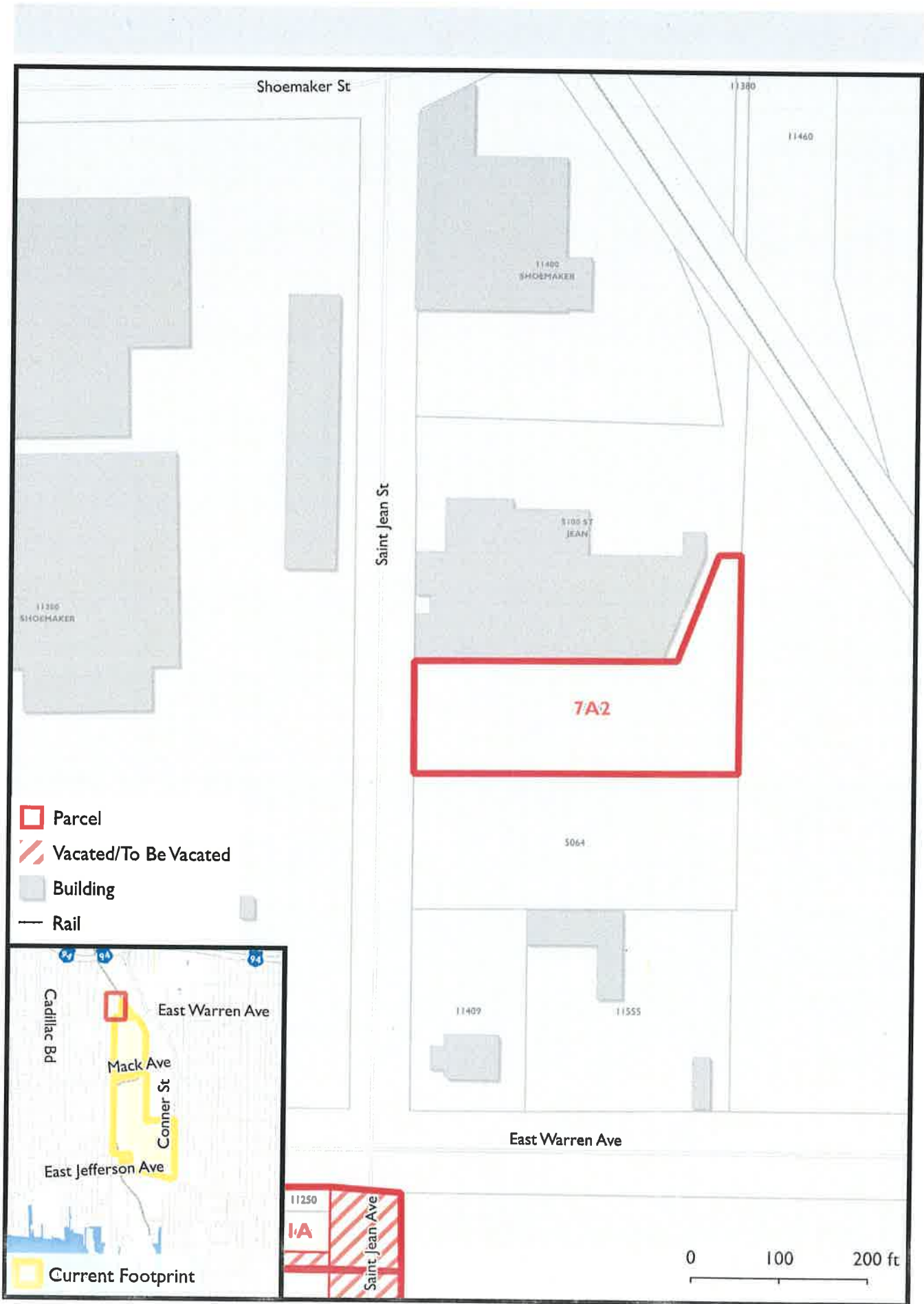


EXHIBIT B

City Council Resolution

[See attached]

EXHIBIT C

Form of Deed

QUIT CLAIM DEED

That the **City of Detroit**, a Michigan public body corporate, the address of which is 2 Woodward Avenue, Detroit, Michigan 48226, quit claims to **City of Detroit Brownfield Redevelopment Authority**, a Michigan public authority and body corporate (the “**DBRA**”), the address of which is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226, the premises located in the City of Detroit, Wayne County, Michigan, described on **Exhibit A** attached hereto and made a part hereof (the “**Land**”) for the sum of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**, together with all appurtenances thereon together with all reversionary interests in adjoining rights-of-way, streets, alleys and public easements, and subject to easements and building and use restrictions of record and to the Land Agreement described below.

This deed is given subject to the terms, covenants and conditions of Land Agreement dated _____, entered into by the parties hereto and which is incorporated herein by reference, 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 DBRA as therein set forth.

The following language is included pursuant to MCL 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only to the portion of the Property that 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 _____.

[Signatures Follow]

Grantor:
CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Maurice Cox
Director, Planning and Development
Department

Acknowledged before me in _____ County, Michigan, on _____, 2017,
by Maurice Cox, Director, Planning and Development Department, on behalf of said municipal
corporation.

Notary's Stamp _____ Notary's Signature _____
Acting in _____ County, Michigan

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

Corporation Counsel

In accordance with §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 contract.

Finance Director

Drafted by and return to: Rebecca A. Navin, Esq., 500 Griswold, Ste. 2200, Detroit, MI 48226
Exempt from transfer tax pursuant to MCL 207.505(h)(i) and 207.526(h)(i).

EXHIBIT A

(See Exhibit A to Land Transfer Agreement.)



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

USE!

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV



May 3, 2019

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

**RE: Land Exchanges / Property Sales
In Support of Mack 1 Plant, Mack 2 Plant, Jefferson North Assembly Plant Projects**

Honorable City Council:

The City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City. It is anticipated that the Projects will result in the creation of approximately 4,950 additional FCA jobs in the City, as well as increase business and economic opportunities for related supplier and support industries.

In support of progressing the Projects forward, the City has worked with the DBRA to negotiate an additional series of real estate transactions that are vital to land assembly required to bring the Projects to fruition (the "Real Estate Transactions"). Attached hereto are four (4) separate resolutions approving the Real Estate Transactions by and through the City's Planning and Development Department ("P&DD"), and an additional resolution authorizing the Detroit Land Bank Authority ("DLBA") to transfer certain parcels to DBRA to support the Projects, which are summarized as follows:

o **Resolution 1 – Property Sale / Land Exchange – Fodale Group & Associates**

The City has received an offer from Fodale Group & Associates ("Purchaser") to purchase 4 City-owned properties and 68 parcels, more or less, owned by the Detroit Land Bank Authority ("DLBA") in exchange for: (1) Purchaser's transfer of 12001 and 12017 Mack Avenue (the "Purchaser's Exchange Properties") to the DBRA and (2) monetary consideration Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) as further described in the attached Resolution 1. Sale proceeds received by the City and DBRA pursuant to this sale, and related sales to Lynch Road Land LLC (described in Resolution 2) and Trident Huber LLC will be escrowed and made available to Purchaser to offset certain costs as described in Resolution 1.

It is DBRA's intent to transfer the Purchaser's Exchange Properties to FCA for the Projects.



at \$60,000 / acre ("Purchase Price") as further described in the attached Resolution 2. In the event that the DBRA acquires part of the adjacent parcel located at 10780 Gratiot, such parcel will be included in the sale at DBRA's cost of purchase. Sale proceeds received by the City and DBRA pursuant to this sale, and related sales to Fodale Group & Associates (described in Resolution 1) and Trident Huber LLC will be escrowed and made available to Purchaser to offset certain costs as described in Resolution 2.

○ **Resolution 3 – Property Sale / Land Exchange – Crown Enterprises, Inc.**

The City has received an offer from Crown Enterprises, Inc. ("Crown") for Crown to transfer 12141 Charlevoix (the "Budd Plant Property") to the DBRA for a purchase price of Fifty-Four Million and 00/100 Dollars (\$54,000,000.00). The purchase price shall be payable in part by Crown's election to purchase any of the approximately 261 properties, more or less, owned by City, the Detroit Land Bank Authority, or the Economic Development Corporation of the City of Detroit, in which event the value of such property shall be credited against the purchase price as further described in the attached Resolution 3. The purchase price is subject to a potential increase in the amount of Twenty Million and 00/100 Dollars (\$21,000,000.00) in the event certain conditions are not met, a portion of which may be payable by the City and DBRA according to the terms of the Development Agreement with FCA.

The Budd Plant Property will be transferred to FCA for the Projects.

○ **Resolution 4 – Land Transfer - Detroit Land Bank Authority ("DLBA") to DBRA**

The DLBA wishes to transfer certain parcels to the DBRA by land transfer agreement in furtherance of the Projects and as further described in the attached Resolution 4.

The City is hereby requesting that your Honorable Body adopt the attached four (4) resolutions that approve the above referenced Real Estate Transactions in support of the Projects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Janet Attarian".

Janet Attarian, Deputy Director
Planning and Development Department

cc: S. Washington (Mayor's Office)

RESOLUTION 1

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City; and now therefore be it

RESOLVED, that in support of the Projects, the Detroit City Council hereby approves the sale of those certain parcels of City-owned land described in the attached Exhibit A incorporated herein (collectively the “City Parcels”), together with the parcels described therein owned by the Detroit Land Bank Authority, to Fodale Group & Associates (“Fodale”), in exchange for: (1) Fodale’s payment to the City of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) and (2) Soave’s transfer of 12001 and 12017 Mack Avenue (together the “Fodale Parcels”), as more particularly described in the attached Exhibit B incorporated herein, to the DBRA for incorporation into the Projects; and be it further

RESOLVED, that the Mayor, Planning and Development Department (“P&DD”) Director, or their authorized designee, is authorized to execute a property exchange agreement, a summary of which is attached hereto as Exhibit C, and issue quit claim deeds for the sale of the City Parcels, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcels to Fodale consistent with this resolution; and be it further

RESOLVED that the Mayor, P&DD Director, or their authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the City Parcels and/or the Fodale Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the City’s purchase agreement and quit claim deeds will be considered confirmed when executed by the Mayor, P&DD Director, or their authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibits A, B, and C)

EXHIBIT A to Resolution 1
City Parcels

Land situated in the City of Detroit in the County of Wayne in the State of Michigan

Tax Parcel: Address: City Instrumentality:

15005541-6	10231 VAN DYKE	City of Detroit P&DD, Care of DBA
15005547.	10047 VAN DYKE	City of Detroit P&DD, Care of DBA
15005553.	10013 VAN DYKE	City of Detroit P&DD, Care of DBA
15005554.	10007 VAN DYKE	City of Detroit P&DD, Care of DBA
15002444.	7521 JORDAN	DETROIT LAND BANK AUTHORITY
15002445.	7527 JORDAN	DETROIT LAND BANK AUTHORITY
15002446.	7533 JORDAN	DETROIT LAND BANK AUTHORITY
15002447-8	7545 JORDAN	DETROIT LAND BANK AUTHORITY
15002449.	7551 JORDAN	DETROIT LAND BANK AUTHORITY
15002450.	7557 JORDAN	DETROIT LAND BANK AUTHORITY
15002453.	7575 JORDAN	DETROIT LAND BANK AUTHORITY
15002454.	7581 JORDAN	DETROIT LAND BANK AUTHORITY
15002455.	7587 JORDAN	DETROIT LAND BANK AUTHORITY
15002456.	7593 JORDAN	DETROIT LAND BANK AUTHORITY
15002457.	7599 JORDAN	DETROIT LAND BANK AUTHORITY
15002460.	7617 JORDAN	DETROIT LAND BANK AUTHORITY
15002461.	7621 JORDAN	DETROIT LAND BANK AUTHORITY
15002462.	7622 MORGAN	DETROIT LAND BANK AUTHORITY
15002464.	7608 MORGAN	DETROIT LAND BANK AUTHORITY
15002465.	7604 MORGAN	DETROIT LAND BANK AUTHORITY
15002466.	7596 MORGAN	DETROIT LAND BANK AUTHORITY
15002468.	7586 MORGAN	DETROIT LAND BANK AUTHORITY
15002469.	7580 MORGAN	DETROIT LAND BANK AUTHORITY
15002470.	7572 MORGAN	DETROIT LAND BANK AUTHORITY

15002471.	7568 MORGAN	DETROIT LAND BANK AUTHORITY
15002472.	7562 MORGAN	DETROIT LAND BANK AUTHORITY
15002473.	7556 MORGAN	DETROIT LAND BANK AUTHORITY
15002474.	7550 MORGAN	DETROIT LAND BANK AUTHORITY
15002476.	7536 MORGAN	DETROIT LAND BANK AUTHORITY
15002477.	7532 MORGAN	DETROIT LAND BANK AUTHORITY
15002478.	7526 MORGAN	DETROIT LAND BANK AUTHORITY
15002479.	7520 MORGAN	DETROIT LAND BANK AUTHORITY
15002480.	7514 MORGAN	DETROIT LAND BANK AUTHORITY
15002481.	7508 MORGAN	DETROIT LAND BANK AUTHORITY
15002482.	7502 MORGAN	DETROIT LAND BANK AUTHORITY
15002483.	7501 MORGAN	DETROIT LAND BANK AUTHORITY
15002484.	7507 MORGAN	DETROIT LAND BANK AUTHORITY
15002485.	7515 MORGAN	DETROIT LAND BANK AUTHORITY
15002486.	7523 MORGAN	DETROIT LAND BANK AUTHORITY
15002487.	7527 MORGAN	DETROIT LAND BANK AUTHORITY
15002488.	7533 MORGAN	DETROIT LAND BANK AUTHORITY
15002489.	7539 MORGAN	DETROIT LAND BANK AUTHORITY
15002490.	7545 MORGAN	DETROIT LAND BANK AUTHORITY
15002491.	7551 MORGAN	DETROIT LAND BANK AUTHORITY
15002492.	7557 MORGAN	DETROIT LAND BANK AUTHORITY
15002493.	7563 MORGAN	DETROIT LAND BANK AUTHORITY
15002494.	7569 MORGAN	DETROIT LAND BANK AUTHORITY
15002495.	7575 MORGAN	DETROIT LAND BANK AUTHORITY
15002496.	7581 MORGAN	DETROIT LAND BANK AUTHORITY
15002497.	7585 MORGAN	DETROIT LAND BANK AUTHORITY
15002498.	7593 MORGAN	DETROIT LAND BANK AUTHORITY
15002499.	7599 MORGAN	DETROIT LAND BANK AUTHORITY

15002500.	7603 MORGAN	DETROIT LAND BANK AUTHORITY
15002501.	7609 MORGAN	DETROIT LAND BANK AUTHORITY
15002502.	7617 MORGAN	DETROIT LAND BANK AUTHORITY
15002503.	7623 MORGAN	DETROIT LAND BANK AUTHORITY
15002504.	7622 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002505.	7618 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002506.	7610 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002509-10	7586 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002511.	7580 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002512.	7572 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002513.	7566 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002514.	7562 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002516.	7550 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002517.	7544 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002518.	7538 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002519.	7532 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002520.	7526 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002523.	7508 LYNCH RD	DETROIT LAND BANK AUTHORITY
15002524.	7502 LYNCH RD	DETROIT LAND BANK AUTHORITY
15005539-40	10243 VAN DYKE	DETROIT LAND BANK AUTHORITY

EXHIBIT B to Resolution 1

Fodale Parcels

Land situated in the City of Detroit in the County of Wayne in the State of Michigan

Parcel 1:

PARCEL 8A:

The Easterly 183.50 feet of the Westerly 200 feet of Lot 23, EXCEPT the Northerly 30 feet thereof, and the Easterly 183.50 feet of the Westerly 200 feet of the Northerly 141.68 feet of Lot 22, of PLAN OF SUBDIVISION OF PRIVATE CLAIM NO. 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF GROSSE POINTE, according to the plat thereof as recorded in Liber 49 of Deeds, Page 494, Wayne County Records.

PARCEL 8B:

The South 130 feet of the North 271.68 feet of the West 200 feet of Lot 22, EXCEPT West 16.5 feet thereof taken for Conner Lane so-called, of PLAN OF SUBDIVISION OF PRIVATE CLAIM NO. 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF GROSSE POINTE, according to the plat thereof as recorded in Liber 49 of Deeds, Page 494, Wayne County Records.

PARCEL 8C:

That part of the East 148.71 feet of the West 348.71 feet of Lots 22 and 23, of PLAN OF SUBDIVISION OF PRIVATE CLAIM NO. 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF GROSSE POINTE, according to the plat thereof as recorded in Liber 49 of Deeds, Page 494, Wayne County Records, described as: Commencing at the Northwest corner of Lot 23; thence South 26 degrees 03 minutes 00 seconds East 50.00 feet along the West line of Private Claim 386; thence North 64 degrees 00 minutes 00 seconds East 200.00 feet to the point of beginning; thence North 64 degrees 00 minutes 00 seconds East 60.00 feet to a point; thence South 26 degrees 03 minutes 00 seconds East 453.30 feet to a point; thence South 62 degrees 13 minutes 00 seconds West 60.03 feet to a point; thence North 26 degrees 03 minutes 00 seconds West 455.17 feet to the point of beginning.

Commonly known as 12001 Mack, Detroit, Michigan

Tax Parcel Identification Number: Ward 21 Item 1269.002L

Parcel 2:

The East 183.50 feet of the West 200 feet of Lot 22, EXCEPT the North 271.68 feet thereof, of PLAN OF SUBDIVISION OF PRIVATE CLAIM NO. 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF GROSSE POINTE, according to the plat thereof as recorded in Liber 49 of Deeds, page 494, Wayne County Records.

Commonly known as: 12017 Mack, Detroit, Michigan

Tax Parcel Identification Number: Ward 21 Item 1260-8

EXHIBIT C to Resolution 1

Summary of Property Exchange Agreement With Fodale Group & Associates

Parties: City, DBRA, Fodale Group & Associates (“Fodale”)

Exchange Properties:

- Fodale Property to be acquired by DBRA:
 - 12001 Mack and 12017 Mack as shown in Exhibit A-1 (for transfer to FCA)
- City Property:
 - Parcels owned by City and DLBA in the area bounded by Lynch Road, Van Dyke, Jordan, and Eldon

Consideration:

- Fodale Property: \$100,000
- City Property: \$380,000

Site Prep Escrow:

- Net sale proceeds from sale of City Property to be deposited in Site Prep Escrow at Closing to be used as follows:
 - By Fodale (for 3 years following last in time closing of the 3 related transactions with Fodale, Lynch Road Land, LLC and Trident Huber LLC):
 - Cost of eligible activities under the Brownfield Act, above \$150,000 for any of the 3 purchase areas
 - Purchase of private parcels up to \$250,000 total
 - Quiet title costs in excess of QTA Cap (described below)
 - By the City:
 - Up to \$100,000 to be used by DBRA for purchase of State Parcel under Lynch Road Land Agreement
 - Any remaining funds in escrow at the expiration of the escrow period to be disbursed prorata to City, DBRA and EDC for sale of properties owned by them

Other:

- QTA Cap: DBRA to cover costs of up to \$50,000 to for quiet title actions on City Property

RESOLUTION 2

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City; and now therefore be it

RESOLVED, that in support of the Projects, the Detroit City Council hereby approves the sale of 10600 and part of 10644 Gratiot, as more particularly described in the attached Exhibit A incorporated herein (collectively the “City Parcels”) to Lynch Road Land LLC (“Lynch”), for a purchase price to be calculated as \$60,000 / acre of the final as-surveyed City Parcels, estimated to be Six Hundred Forty Two Thousand and 00/100 (\$642,000); and be it further

RESOLVED, that the Mayor, Planning and Development Department (“P&DD”) Director, or their authorized designee, is authorized to execute a purchase and sale agreement, a summary of which is attached hereto as Exhibit B, and issue quit claim deeds for the sale of the City Parcels, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcels to Lynch consistent with this resolution; and be it further

RESOLVED that the Mayor, P&DD Director, or their authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (including but not limited to determination of City Parcel configuration, corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the City Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the City’s purchase agreement and quit claim deeds will be considered confirmed when executed by the Mayor, P&DD Director, or their authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibits A, and B)

EXHIBIT A to Resolution 2

City Parcels to Lynch Road Land LLC

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

S GRATIOT ALL THAT PT OF P C 389 & FRL SEC 23 T 1 S R 12 E DESC AS FOLS BEG AT INT SEC OF S LY LINE OF GRATIOT 124 FT WD & E LY LINE D T R R TH N 25D 43M E 211.04 FT ALG SD S LY LINE TH S 44D 41M 20S E 274 FT TH S 75D 43M 20S E 100 FT TH S 44D 41M 20S E 466.96 FT TH S 87D 52M W 434.95 FT TH N 36D 03M W 466.56 FT ALG E LY R/W LINE TO P O B 19/--- 173,199 SQ FT

10600 Gratiot (Ward 19 Item 001584)

Portion of the following parcel, consisting of existing concrete parking area and entry way off of Conner, legal description to be confirmed through a survey

S GRATIOT PT OF FRL SECS 22 & 23 T 1 S R 12 E & PCS 10 11 12 AND 389 DESC AS FOLS BEG AT PTE IN W LINE CONNER AVE 423.71 FT S LY ALG SD LINE FROM S W COR OF GRATIOT & CONNER AVES TH S 43D 27M E 194.23 FT TH S 42D 36M E 380.14 FT TH S 35D 29M E 774.58 FT TH S 34D 49M E 757.64 FT TH S 35D 43M E 842.20 FT TH S 68D 09M 26S W 153.8 FT TH S 67D 05M 26S W 519.25 FT TH N 02D 17M 18S W 712.62 FT TH S 87D 46M 30S W 182.96 FT TH N 02D 12M W 100 FT TH S 87D 46M 30S W 180.23 FT TH N 02D 04M 20S W 619.31 FT TH N 35D 29M W 609.71 FT TH S 80D 23M W 71.78 FT TH N 79D 51M W 240.28 FT TH N 66D 26M W 132.68 FT TH N 44D 39M 43S W 232.79 FT TH N 47D 24M E 248 FT TH N 46D 40M W 183.61 FT TH N 46D 43M E 235 FT TO P O B EXC EXPWAY AS OP 19/--- 978,235 SQ FT

Part of 10644 Gratiot (part of the parcel Ward 19 Item 001582.003L)

EXHIBIT B to Resolution 2

Summary of Purchase and Sale Agreement with Lynch Road Land LLC

Parties: City of Detroit (“City”), DBRA, Lynch Road Land LLC (“Lynch”)

Properties to be conveyed

- City owned property located at 10644 Gratiot (part of the parcel Ward 19 Item 001582.003L, consisting of existing concrete parking area and entry way off of Conner) and 10600 Gratiot (Ward 19 Item 001584)
- To the extent acquired by DBRA, a portion of the property currently owned by the State of Michigan located at 10780 Gratiot (Ward 19 Item 001582.002) (the “State Parcel”)

Consideration:

- City owned property: \$60,000/acre, estimated at \$642,000
- State Parcel: net purchase price paid by DBRA to State to acquire the property

Site Prep Escrow:

- Net sale proceeds from sale of City Property to be deposited in Site Prep Escrow at Closing to be used as follows:
 - By the Lynch (for 3 years following last in time closing of the 3 related transactions with Lynch, Fodale Group & Associates and Trident Huber LLC):
 - Cost of eligible activities under the Brownfield Act, above \$150,000 for any of the 3 purchase areas
 - Purchase of private parcels up to \$250,000 total for the Fodale purchase area
 - Quiet title costs in excess of QTA Cap (described below)
 - By the City:
 - Up to \$100,000 to be used by DBRA for purchase of State Parcel under Lynch Road Land Agreement
 - Any remaining funds in escrow at the expiration of the escrow period to be disbursed prorata to City, DBRA and EDC for sale of properties owned by them

Other:

- QTA Cap: DBRA to cover costs of up to \$50,000, plus any funds not expended for quiet title actions under the Fodale Agreement to for quiet title actions on City Property
- City will retain a permanent, non-exclusive public easement for pedestrian and vehicular ingress and egress along the southwesterly boundary of the 10600 Gratiot property and wide enough for two lanes of truck traffic

RESOLUTION 3

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and now therefore be it

RESOLVED, that in support of the Projects, the Detroit City Council hereby approves the sale of those certain parcels of land owned by the City, as more particularly described in the attached Exhibit A incorporated herein, any other parcel owned by the City but not identified in the list attached as Exhibit A and located within the Transfer Area depicted on Exhibit B ("City Parcels"), together with certain other parcels owned by the Detroit Land Bank Authority and The Economic Development Corporation of the City of Detroit, to Crown Enterprises, Inc. ("Crown") as part of the consideration to be exchanged for Crown's transfer of 12141 Charlevoix (the "Budd Plant Property"), as more particularly described in the attached Exhibit C, to the DBRA, which has elected for Crown to transfer the Budd Plant Property to FCA for incorporation into the Projects; and be it further

RESOLVED, that Detroit City Council hereby approves the Property Exchange Agreement by and among the City, DBRA and Crown in substantially the form provided to Detroit City Council, a summary of which is attached hereto as Exhibit D; and be it further

RESOLVED, that Detroit City Council hereby approves the consideration being paid by each party for the property as being fair market value for each property being conveyed; and be it further

RESOLVED, that Detroit City Council hereby approves and grants Crown an option to purchase additional City-owned property within the area depicted on Exhibit E (the "Potential Option Properties Area") hereinafter acquired, for the purchase of price of either the cash consideration paid by the City to acquire such property or, if acquired by the City following tax foreclosure by the Wayne County Treasurer, the amount of delinquent property taxes, including interest and penalties, which would have been required to be paid to avoid tax foreclosure proceedings, and further authorizes the Detroit Land Bank Authority ("DLBA") to convey more than nine (9) parcels in any twelve (12) month period to Crown within the Potential Option Properties Area in the event Crown so exercises its option to purchase; and be it further

RESOLVED, that the Mayor, Planning and Development Department ("P&DD") Director, or their authorized designee, is authorized to execute the Property Exchange Agreement and issue quit claim deeds for the sale of the City Parcels, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcels to Crown consistent with this resolution; and be it further

RESOLVED, that the Mayor, P&DD Director, or their authorized designee is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or

technical matters that may arise prior to the conveyance of the City Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the City's property exchange agreement and quit claim deeds will be considered confirmed when executed by the Mayor or P&DD Director, or their authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibits A, B, C, D and E)

EXHIBIT A to Resolution 3

City Parcels

See attached.

Schedule of City Property

Site Address	Parcel Num	Legal Description
3600 Toledo		
3600 TOLEDO	12009605	W 25TH 159,154 THRU 151 146 THRU 143 138 THRU 135 130 THRU 127 & VAC 25TH ST ADJ, ALSO VAC N/S ALLEY & E/W ALLEY SCOTTEN, LOVETT & DAVIS SUB L2 P19 PLATS, W C R 12/289 134,772 SQ FT
Area near Lycaste/Edlie		
1201 TERMINAL	21045453	W TERMINAL REAR W 72 FT 217 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 29.75 X 72
1203 TERMINAL	21045452	W TERMINAL E 50 FT 217 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 29.75 X 50
1207 TERMINAL	21045451	W TERMINAL 216 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
1215 TERMINAL	21045450	W TERMINAL 215 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
Area near Triple Barrels		
925 CLAIRPOINTE	21045608-9	W CLAIRPOINTE 14&15 HENDRIE & HILLGERS SUB L27 P67 PLATS, W C R 21/380 60 X 107.63
937 CLAIRPOINTE	21045607	W CLAIRPOINTE 13 HENDRIE & HILLGERS SUB L27 P67 PLATS, W C R 21/380 30 X 107.63
941 CLAIRPOINTE	21045606	W CLAIRPOINTE 12 HENDRIE & HILLGERS SUB L27 P67 PLATS, W C R 21/380 30 X 107.63
Jefferson Conner Freud - Lycaste/Edlie		
696 HART	21044903	E LYCASTE 30 TERMINAL SUB L26 P80 PLATS, W C R 21/372 ALSO 154 THRU 167 AND VAC HART AVENUE ADJ HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 107,400 SQ FT
696 LYCASTE	21044904	E LYCASTE 97 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
700 LYCASTE	21044905	E LYCASTE 98 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
708 LYCASTE	21044906	E LYCASTE 99 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
714 LYCASTE	21044907	E LYCASTE 100 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
718 LYCASTE	21044908	E LYCASTE 101 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
726 LYCASTE	21044909	E LYCASTE 102 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
732 LYCASTE	21044910	E LYCASTE 103 HUTTON, TIGCHON & NALL SUB L24 P18 PLATS, W C R 21/263 30 X 122
Trombly Triangle/Hamtramck Drive		
7335 ST AUBIN	09004755.002L	W ST AUBIN ALL THAT PT OF 1/4 SEC 59 T T A TBG THAT PTOF G T W R R/W LYG W & ADJ LOTS 1,2 & 3 OF LIVINGSTONES SUB & LEASED TO BOHN ALUMINUM BRASS CORP 9/- 4,218 SQ FT
7415 ST AUBIN	09004754	W ST AUBIN S 21 FT 5 4 EXC E 328 FT ON N LINE BG E 372 FT ON S LINE OF S 31 FT TRI POR 3 BG W 64.92 FT ON N LINE & N 86.71 FT ON W LINE LIVINGSTONES SUB L1 P312 PLATS, W C R 9/112 253,367 SQ FT
7447 ST AUBIN	09004753	W ST AUBIN S 34 FT 6 N 111 FT 5 LIVINGSTONES SUB L1 P312 PLATS, W C R 9/112 49 660 SQ FT
7501 ST AUBIN	09004752	W ST AUBIN S 66 FT 7 N 98 FT 6 LIVINGSTONES SUB L1 P312 PLATS, W C R 9/112 43416 SQ FT
7529 ST AUBIN	09004751	W ST AUBIN 9&8 N 66 FT 7 LIVINGSTONES SUB L1 P312 PLATS, W C R 9/112 37188 SQ FT
UTS McNichols		
13998 MCDOUGALL	09010474	E MC DOUGALL 400&401 EXC MC NICHOLS RD AS OP SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 1.5 IRREG
17100 MITCHELL	09010886	E MITCHELL 563 THRU 565 EXC MC NICHOLS RD AS OPENED SUNNYSIDE-SUB L18 P2 PLATS, WCR 9/146 21 77 IRREG
17104 MITCHELL	09010887	E MITCHELL 566 SUNNYSIDE-SUB L18 P2 PLATS, WCR 9/146 30 X 100
17106 KLINGER	09009313	E KLINGER 47&48 EXC 6 MILE ROAD AS OP BLK 3 JOHN M DWYERS CONANT AVE SUB L15 P47 PLATS, W C R 9/149 3747 SQ FT
17112 MCDOUGALL	09010477	E MC DOUGALL 404 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17116 MITCHELL	09010889	E MITCHELL 568 SUNNYSIDE-SUB L18 P2 PLATS, WCR 9/146 30 X 100
17118 MCDOUGALL	09010478	E MC DOUGALL 405 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17123 GALLAGHER	09009813	W GALLAGHER 127 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17124 CHAREST	09010072	E CHAREST 244 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17124 MCDOUGALL	09010479	E MC DOUGALL 406 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17125 MCDOUGALL	09010640	W MC DOUGALL 434 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17130 MCDOUGALL	09010480	E MC DOUGALL 407 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17136 MCDOUGALL	09010481	E MC DOUGALL 408 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17136 MITCHELL	09010892	E MITCHELL 571 SUNNYSIDE-SUB L18 P2 PLATS, WCR 9/146 30 X 100
17140 MITCHELL	09010893-8	E MITCHELL 572 THRU 577 SUNNYSIDE SUB L18 P2 PLATS, W C R 9/146 180 X 100
17142 MCDOUGALL	09010482	E MC DOUGALL 409 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17143 MCDOUGALL	09010637	W MC DOUGALL 431 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17149 MCDOUGALL	09010636	W MC DOUGALL 430 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17151 CHAREST	09010208	W CHAREST 276 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17155 MCDOUGALL	09010635	W MC DOUGALL 429 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17190 CHAREST	09010083	E CHAREST 255 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17196 CHAREST	09010084	E CHAREST 256 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17202 CHAREST	09010085	E CHAREST 257 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17211 GALLAGHER	09009798	W GALLAGHER 112 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 30 X 100
17214 CHAREST	09010087-8	E CHAREST 259&260 SUNNYSIDE SUB L18 P2 PLATS, WCR 9/146 60 X 100
Van Dyke Airport Area		
11111 FRENCH RD	17016506	W FRENCH RD ALL THAT PART OF LOTS 9,8,7,6 DESC AS FOLS BEG AT A PTE DIST S 35D 49M 40S E 66.96 FT FROM INTSEC OF THE N LINE OF ENGELS SUB & THE W LINE OF FRENCH RD 86 FT WD TH S 63D 53M W 1000 FT TH S 26D 07M E 325 24 FT TH S 38D 16M 30S W 114.92 FT TH O
11421 FRENCH RD	17016504-5	W FRENCH RD O L 16 EXC PORTIONS DEEDED FOR STREET & ALLEY OPENINGS ALSO EXC E 35 FT OF W 70 FT ON N LINE BG E 35 FT OF W 64 FT ON S LINE LYG S OF & ADJ LYFORD AVE EXT D ELY & N OF & ADJ ALLEY FIRST S OF & PARALLEL TO LYFORD AVE LEANDER RIVARD FARM SUB L28
8241 MOLENA	17002452-73	N MOLENA 175 THRU 154 BOLTON SUB L37 P36 PLATS, WCR 17/450 665.17 X 168.14A
8348 MADOLA	17002358	N MADOLA PTS OF 2 THRU 9 ENGELS SUB L11 P73 PLATS, W C R 17/449 ALSO PTS OF 176 THRU 197 BOLTON SUB L37 P36 PLATS, W C R 17/450 ALSO PTS OF 237 THRU 249 BOLTON SUB NO 1 L39 P29 PLATS, W C R 17/447 ALSO VAC MOLENA AVE ADJ SD LOTS ALL DESC AS FOLS BEG AT A
8351 MADOLA	17002343-57	N MADOLA ALL THAT PT OF 3&4 DESC AS FOLS BEG AT N COR OF LOT 3 TH N 63D 34M 43S E 376.78 FT TH S 34D 53M 17S E 203.57 FT TH S 27D 23M 17S E 158.80 FT TH S 63D 25M 23S W 409.63 FT TH N 26D 23M 17S W 361.25 FT TO PTE OF BEG EXC ST & ALLEYS AS OP & WD ENG
8616 LYFORD	17002474	S LYFORD E 35 FT OF W 70 FT ON N LINE BG E 35 FT OF W 64 FT ON S LINE OF THAT PT OF O L 16 LYG S OF & ADJ LYFORD AVE EXT D ELY & N OF & ADJ ALLEY FIRST S OF & PRL LYFORD AVE LEANDER RIVARD FARM SUB L28 P4 PLATS, W C R 17/468 35 X 114.74

Schedule of City Property

18th St Lots & Fort St		
2001 W FORT	08000040.	S FORT 2-1 & N 10 FT PRIVATE ALLEY ADJ LAFFERTY FARM L148 P389 DEEDS, W C R 8/189 15,298 SQ FT
2516 W FORT	10000053.	N FORT ST 27 SUB OF PT OF PC NO 473 L47 P558-9 DEEDS, W C R 10/8 50 X 130
2524 W FORT	10000052.	N FORT ST E 42.81 FT 28 SUB OF PT OF PC NO 473 L47 P558-9 DEEDS, W C R 10/8 42.81 X 130
2540 W FORT	10000051.	N FORT ST W 35 FT 28 SUB OF PT OF PC NO 473 L47 P558-9 DEEDS, W C R 10/8 35 IRREG
12121 Mack near project area		
12121 MACK	21001273.	N MACK S 550.52 FT ON W LINE BG S 553.23 FT ON E LINE OF E 106 FT OF W 703 42 FT OF 22 LYG N & ADJ MACK AVE 124 FT WD PLAN OF SUB OF P CS 385 & 386 L49 P494 DEEDS, W C R 21/510 58,483 SQ FT
Bridge Areas 1 & 2		
1325 20TH ST	12007631.	W 20TH 92 SUB OF FT OF P C 729 L1 P265 PALTS, W C R 12/20 30 X 135.4A
1411 20TH ST	12007627.	W 20TH N 30 FT OF S 59 FT 7 THRU 10 WESSON & INGERSOLLS SUB L4 P12 PLATS, W C R 12/25 30 X 120
1415 20TH ST	12007626.	W 20TH S 30 FT OF N 60 FT 7 THRU 10 WESSON & INGERSOLLS SUB L4 P12 PLATS, W C R 12/25 30 X 120

EXHIBIT B to Resolution 3

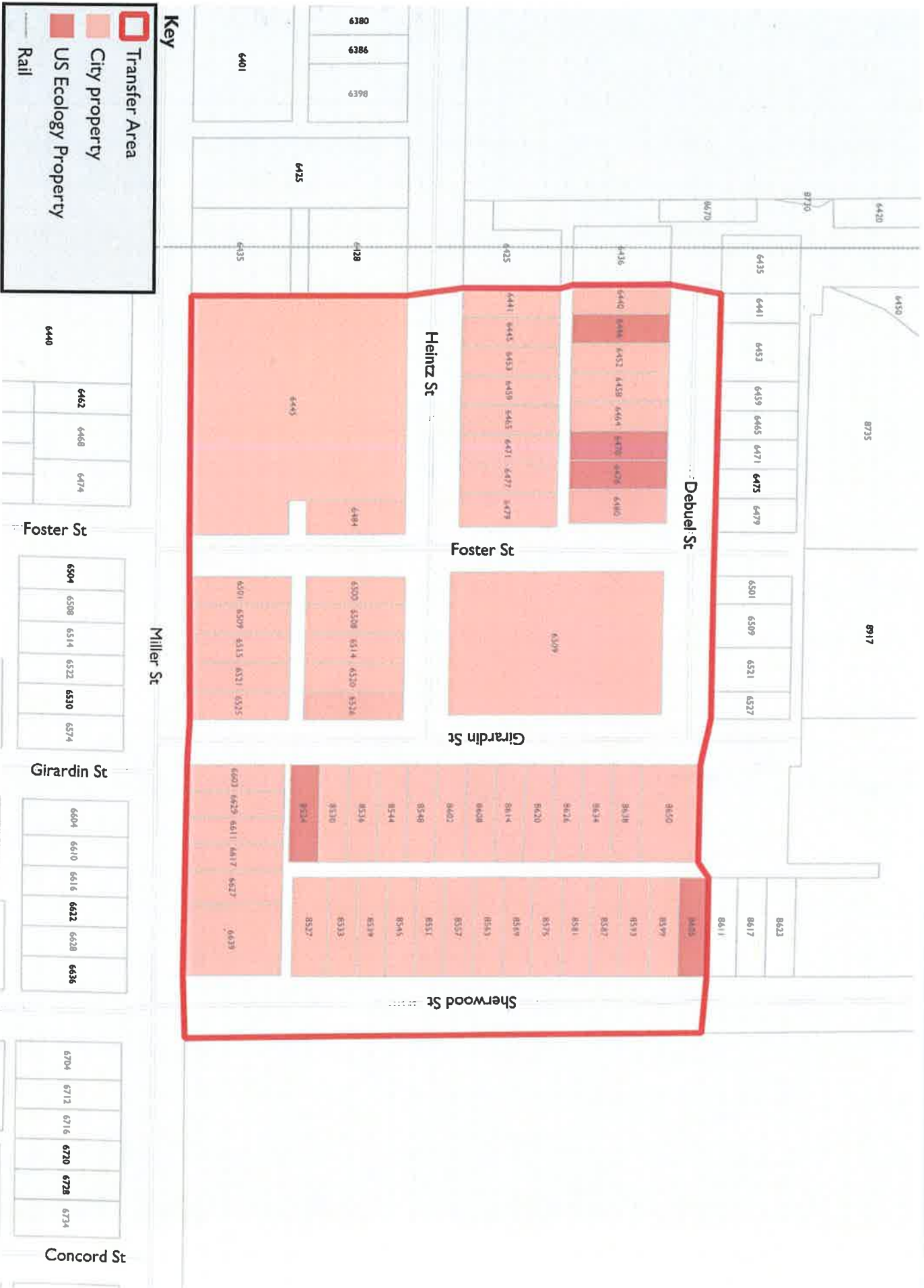
Transfer Areas

See attached.

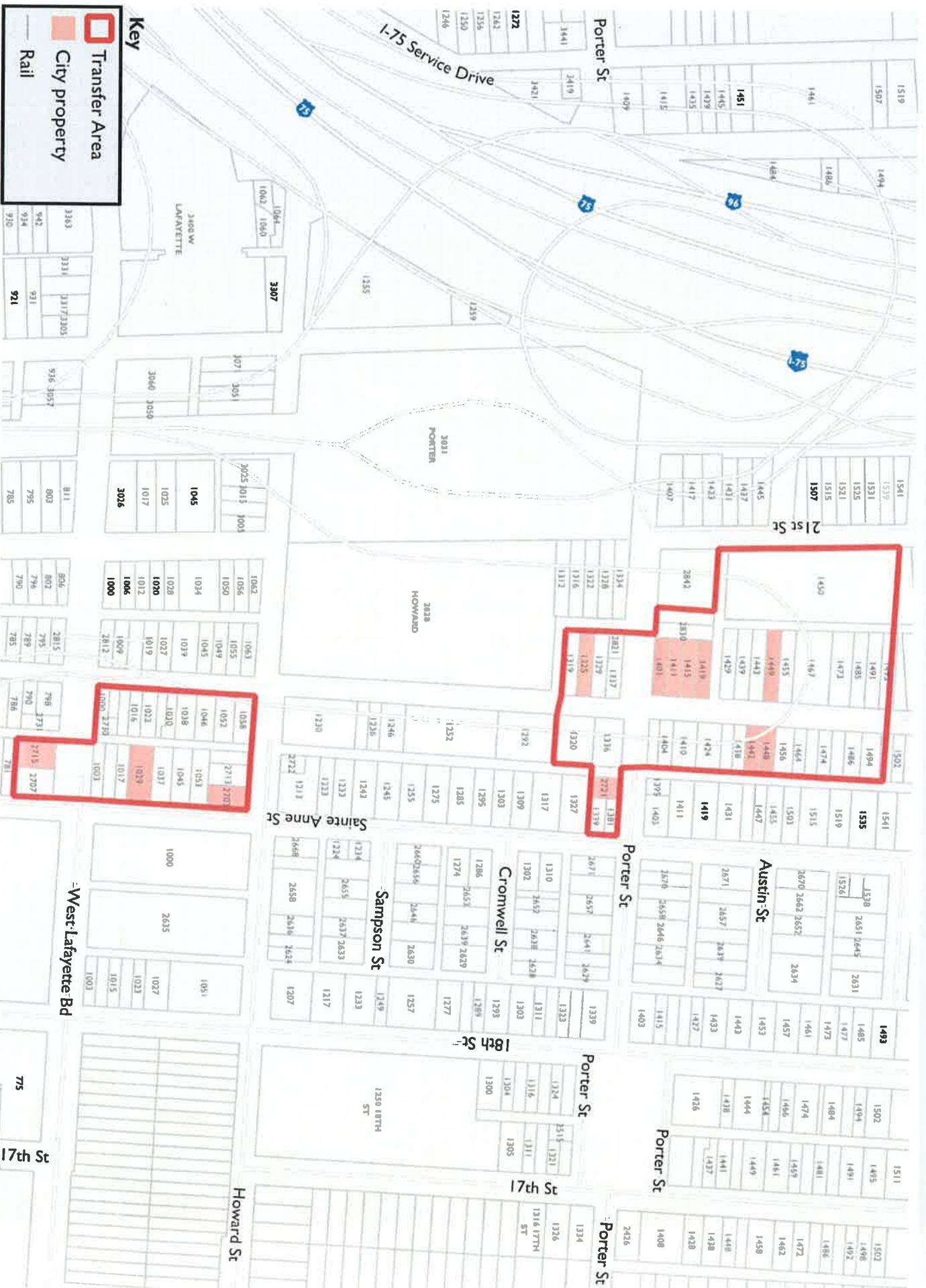
2. I-94 Industrial Park - Area 2



3. I-94 Industrial Park - Area 3



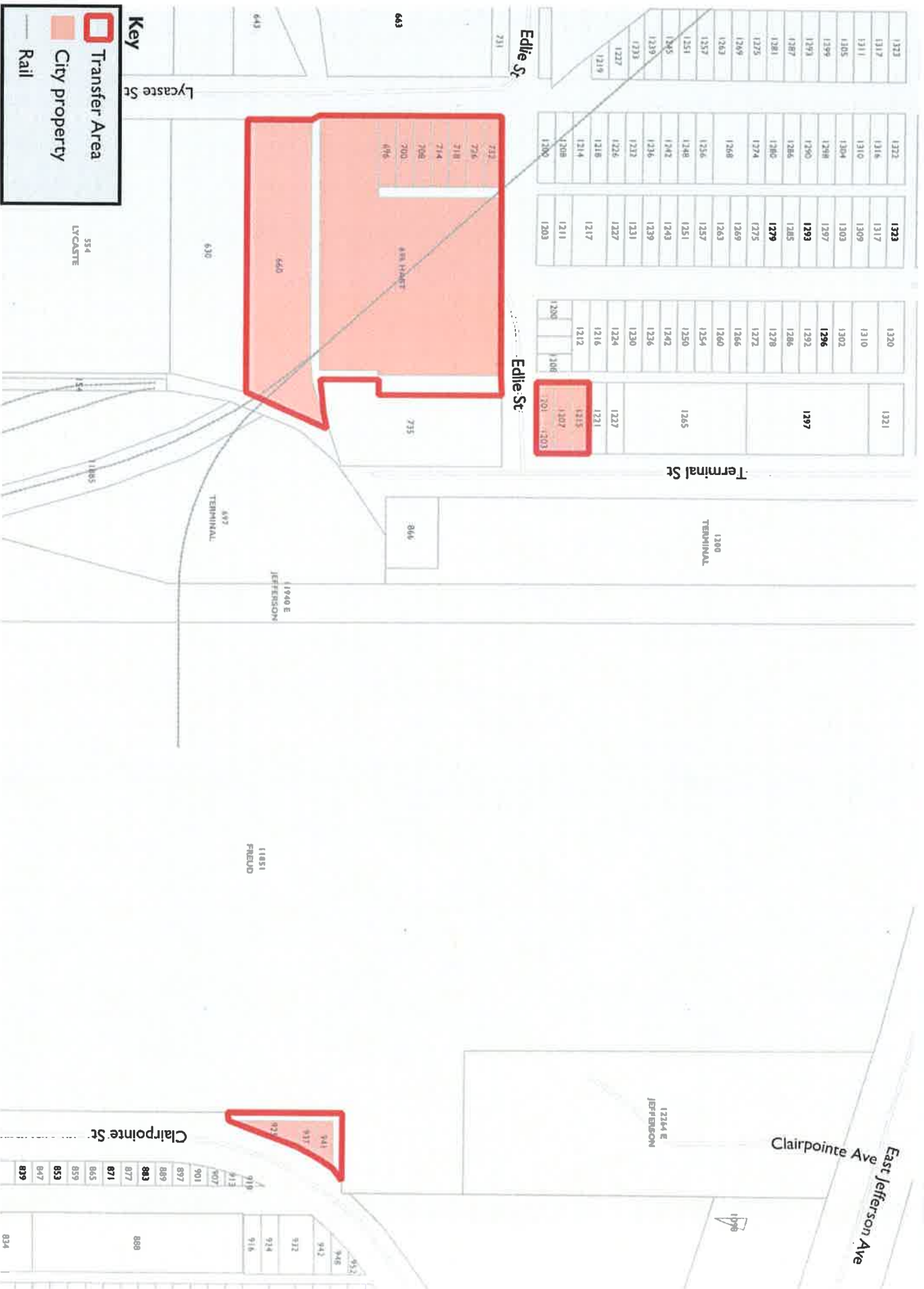
1. Bridge Areas 1 & 2 near St. Anne St



4. Jefferson Conner Freund - Lycaste & Edlie

8. Area near Lycaste/Edlie

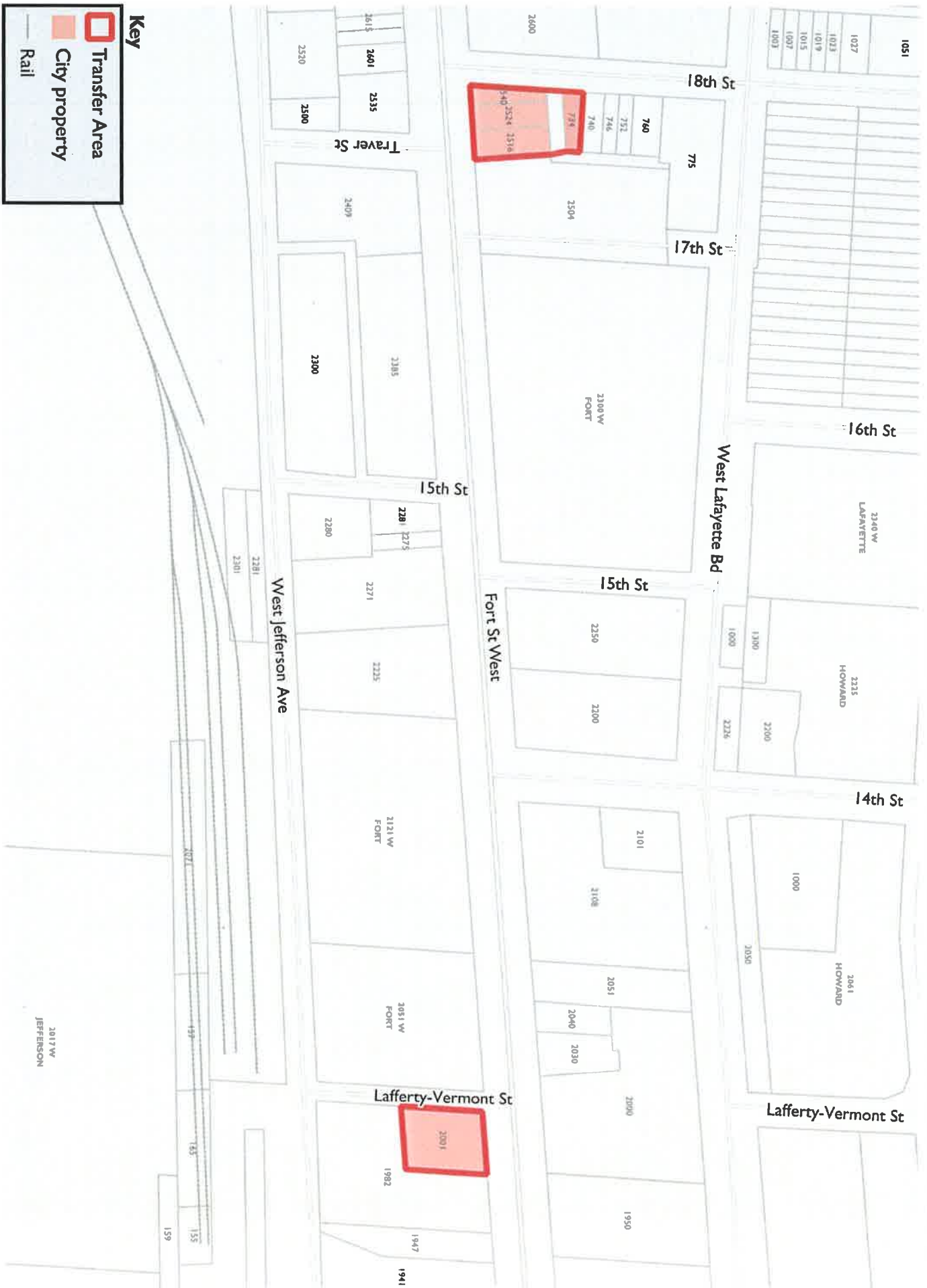
9. Area near Triple Barrels



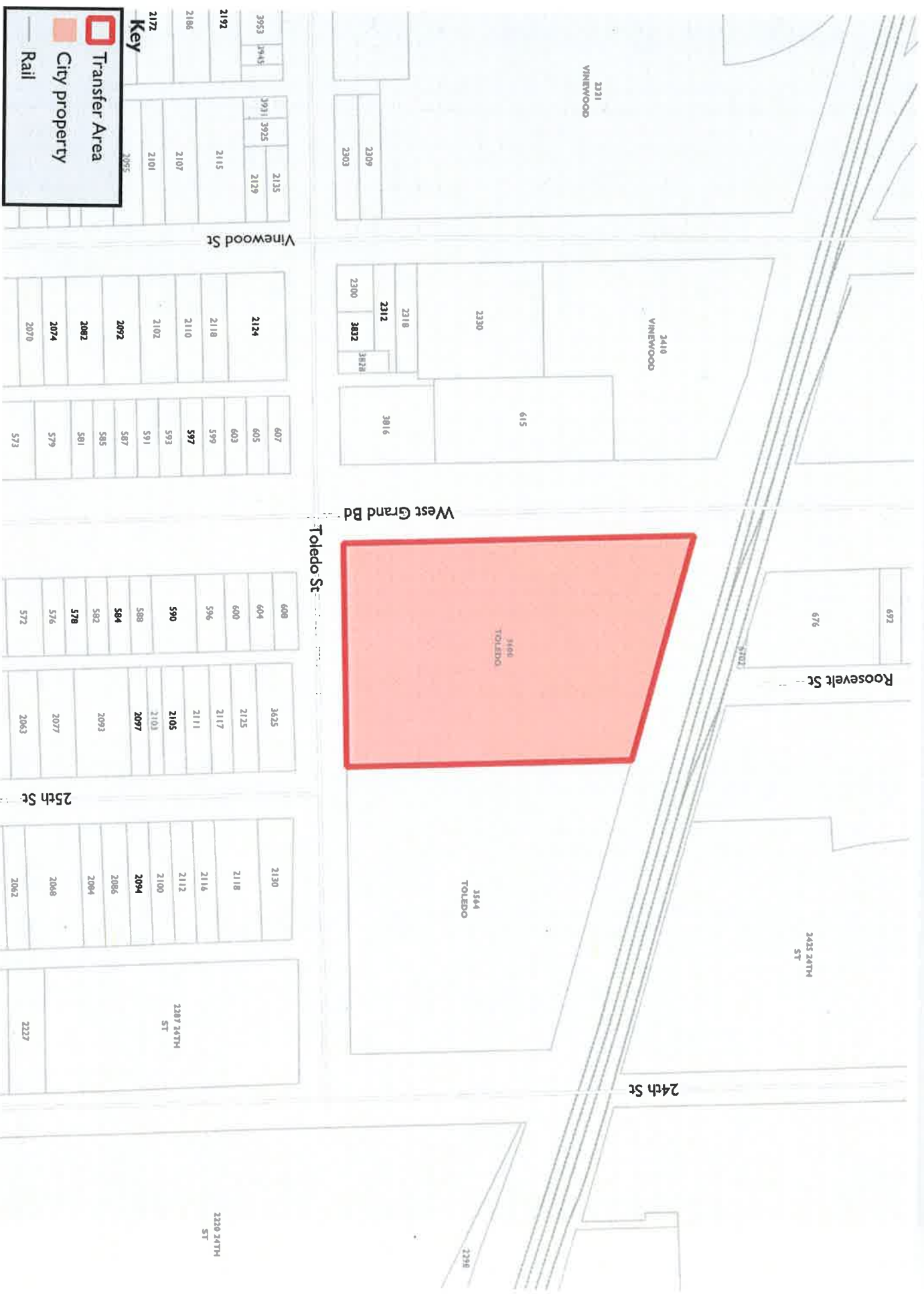
5. Trombley Triangle - Hamtramck Drive



6. 18th Street Lots & Fort St



7. West Grand Blvd & Toledo



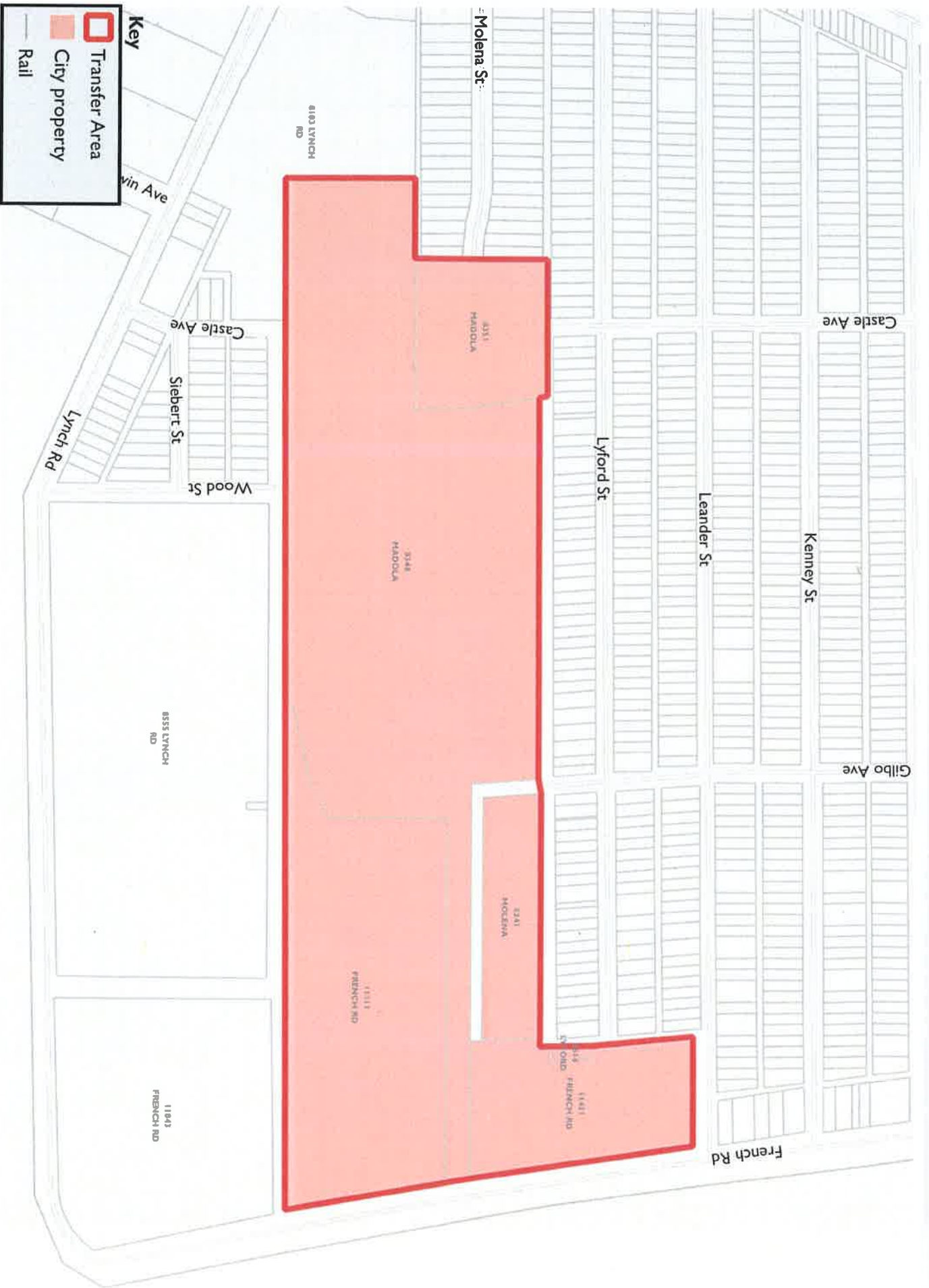
Key

- Transfer Area
- City Property
- Rail

10. Springwells Industrial Park



12. Van Dyke Airport Area - Industrial Land



13. 12121 Mack near project area



EXHIBIT C to Resolution 3

Budd Plant Property

Land in the City of Detroit, County of Wayne, and State of Michigan, described as:

PARCEL A:

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING THAT PART OF PRIVATE CLAIM NO. 388, WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF CHARLEVOIX AVENUE, 60 FEET WIDE, WITH THE WESTERLY LINE OF CONNER AVENUE, 86 FEET WIDE; THENCE NORTH 25 DEGREES 53 MINUTES 53 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID CONNER AVENUE, 2203.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 63 DEGREES 59 MINUTES 20 SECONDS WEST, 352.57 FEET TO THE WESTERLY LINE OF PRIVATE CLAIM 388; THENCE NORTH 25 DEGREES 58 MINUTES 53 SECONDS WEST, 184.73 FEET, TO THE SOUTHERLY LINE OF NEW MACK AVENUE RIGHT OF WAY; THENCE, ALONG THE SOUTHERLY LINE OF NEW MACK AVENUE, 11.47 FEET ON THE ARC OF A CURVE TO THE RIGHT (NOT TANGENT TO THE PREVIOUS COURSE) WITH A RADIUS OF 1382.50 FEET, A DELTA ANGLE OF 00 DEGREES 28 MINUTES 31 SECONDS AND ALONG CHORD WHICH BEARS NORTH 86 DEGREES 27 MINUTES 20 SECONDS EAST, 11.47 FEET, TO A POINT OF TANGENCY; THENCE NORTH 86 DEGREES 41 MINUTES 36 SECONDS EAST, 370.68 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF NEW MACK AVENUE, WITH THE WESTERN LINE OF CONNER AVENUE, 86 FEET WIDE; THENCE SOUTH 25 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID CONNER AVENUE, 37.27 FEET, TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR DETROIT EDISON DESCRIBED AS BEGINNING AT A POINT ON THE WESTERLY LINE OF CONNER AVENUE, 86 FEET WIDE, SOUTH 25 DEGREES 53 MINUTES 53 SECONDS EAST, 26.33 FEET FROM THE INTERSECTION OF THE WESTERLY LINE OF CONNER AVENUE AND THE SOUTHERLY LINE OF RELOCATED MACK AVENUE; THENCE SOUTH 25 DEGREES 53 MINUTES 53 SECONDS EAST, ALONG THE WESTERLY LINE OF CONNER AVENUE, 10.94 FEET; THENCE SOUTH 63 DEGREES 59 MINUTES 20 SECONDS WEST, ALONG SAID LINE 57.05 FEET; THENCE NORTH 67 DEGREES 29 MINUTES 47 SECONDS WEST, 129.61 FEET TO THE SOUTHERLY LINE OF RELOCATED MACK AVENUE; THENCE NORTH 89 DEGREES 41 MINUTES 36 SECONDS EAST, ALONG SAID LINE 114.84 FEET; THENCE SOUTH 67 DEGREES 29 MINUTES 47 SECONDS EAST, 55.84 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PART OF PRIVATE CLAIM 388 DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF CHARLEVOIX AVENUE (60 FEET WIDE) AND THE WESTERLY LINE OF CONNER AVENUE (86 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF CONNER AVENUE NORTH 25 DEGREES 53 MINUTES 03 SECONDS WEST, 2202.55 FEET TO A POINT; THENCE SOUTH 64 DEGREES 07 MINUTES 00 SECONDS WEST, 352.57 FEET TO A POINT ON THE

WESTERLY LINE OF PRIVATE CLAIM 388; THENCE SOUTH 25 DEGREES 55 MINUTES 17 SECONDS EAST ALONG SAID WESTERLY LINE OF PRIVATE CLAIM 388, 1709.84 FEET TO A POINT ON THE WEST LINE OF PRIVATE CLAIM 388; THENCE SOUTH 30 DEGREES 00 MINUTES 45 SECONDS EAST, 72.19 FEET TO A POINT; THENCE SOUTH 27 DEGREES 29 MINUTES 47 SECONDS EAST, 97.15 FEET TO A POINT; THENCE SOUTH 27 DEGREES 19 MINUTES 44 SECONDS EAST, 327.22 FEET TO A POINT ON SAID NORTHERLY LINE OF CHARLEVOIX AVENUE; THENCE NORTH 63 DEGREES 30 MINUTES 45 SECONDS EAST, 335.24 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS FOR AN EASEMENT FOR RAILROAD PURPOSES IN THE DETROIT-TERMINAL RAILROAD OR ITS SUCCESSORS OR ASSIGNS, OVER A STRIP OF LAND ALONG THE WESTERLY SIDE OF THE ABOVE PARCEL OF LAND; WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF CHARLEVOIX AVENUE (60 FEET WIDE), SAID POINT LYING WESTERLY ON A COURSE SOUTH 63 DEGREES 30 MINUTES 45 SECONDS WEST, 321.12 FEET (MEASURED ALONG THE NORTHERLY LINE OF CHARLEVOIX AVENUE) FROM THE INTERSECTION OF SAID NORTHERLY LINE OF CHARLEVOIX AVENUE (60 FEET WIDE) WITH THE WESTERLY LINE OF CONNER AVENUE (86 FEET WIDE); THENCE SOUTH 63 DEGREES 30 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY LINE OF CHARLEVOIX AVENUE 14.12 FEET TO A POINT, SAID POINT LYING EASTERLY 15.83 FEET FROM ITS INTERSECTION WITH THE WESTERLY LINE OF PRIVATE CLAIM 388; THENCE NORTH 27 DEGREES 19 MINUTES 44 SECONDS WEST, 327.22 FEET TO A POINT OF ANGLE; THENCE NORTH 27 DEGREES 29 MINUTES 47 SECONDS WEST, 97.15 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH 12 ACRES OF LOT 19 "SUBDIVISION OF PRIVATE CLAIM 385 AND 386 FOR THE HEIRS OF THE LATE HENRY CONNOR". IF THE SAME WERE EXTENDED IN A DIRECT LINE EASTERLY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH 12 ACRES OF LOT 19, IF THE SAME WERE EXTENDED IN A DIRECT LINE EASTERLY, 9.85 FEET TO A POINT; SAID POINT ALSO LYING 15.00 FEET EASTERLY FROM THE NORTHEAST CORNER OF SAID SOUTH 12 ACRES OF LOT 19; THENCE SOUTH 27 DEGREES 56 MINUTES 40 SECONDS EAST, 424.44 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO ANY REVERSIONARY INTERESTS RETAINED IN FAVOR OF THE CITY OF DETROIT AND TRANSFERRED TO THE BUDD COMPANY, OVER AND ACROSS ADJACENT CHARLEVOIX AVENUE, AS SET FORTH AND DISCLOSED IN LIBER 25517, PAGE. 241, WAYNE COUNTY RECORDS.

PARCEL C:

THAT PART OF PRIVATE CLAIM 388 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PRIVATE CLAIM 388 AND THE NORTH LINE OF CHARLEVOIX AVENUE (60 FEET WIDE); THENCE NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST ALONG THE WEST LINE OF PRIVATE CLAIM 388, 496.42 FEET; THENCE SOUTH 33 DEGREES 12 MINUTES 44 SECONDS EAST, 72.19 FEET TO A POINT WHICH IS NORTH 60 DEGREES 13 MINUTES 17 SECONDS EAST, 5.15 FEET FROM THE WEST LINE OF PRIVATE CLAIM 388; THENCE SOUTH 30 DEGREES 41 MINUTES 46 SECONDS EAST, 97.15 FEET TO A POINT, WHICH IS NORTH 59 DEGREES 28 MINUTES 17 SECONDS EAST, 7.84 FEET FROM TIRE WEST LINE OF PRIVATE CLAIM 388; THENCE SOUTH 30 DEGREES 31 MINUTES 43

SECONDS EAST, 327.22 FEET TO THE NORTH LINE OF CHARLEVOIX AVENUE THENCE SOUTH 60 DEGREES 13 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF CHARLEVOIX AVENUE; 15.88 FEET TO THE POINT OF BEGINNING. ALSO, BEGINNING AT A POINT IN THE NORTHERLY LINE OF CHARLEVOIX AVENUE WHERE INTERSECTED BY THE EAST LINE OF PRIVATE CLAIM 385 BEING ALSO THE SOUTHEAST CORNER OF LOT 19 PLAN OF THE SUBDIVISION OF PRIVATE CLAIM 385 AND 386 FOR THE HEIRS OF THE LATE HENRY CONNOR OF GROSSE POINTE, MICHIGAN, THENCE NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE OF PRIVATE CLAIM 385, 424.35 FEET TO A POINT; THENCE SOUTH 60 DEGREES 13 MINUTES 17 SECONDS WEST 15.00 FEET TO A POINT, THENCE SOUTH 31 DEGREES 08 MINUTES 46 SECONDS EAST, 424.45 FEET TO THE BEGINNING. ALSO, BEGINNING AT A POINT IN THE NORTHERLY LINE OF CHARLEVOIX AVENUE WHERE INTERSECTED BY THE WEST LINE OF PRIVATE CLAIM 388; THENCE NORTH 60 DEGREES 13 MINUTES 17 SECONDS EAST ALONG THE NORTHERLY LINE OF CHARLEVOIX AVENUE, 15.88 FEET TO A POINT; THENCE NORTH 30 DEGREES 31 MINUTES 43 SECONDS WEST 327.22 FEET TO A POINT; THENCE NORTH 30 DEGREES 41 MINUTES 46 SECONDS WEST, 97.15 FEET TO A POINT; THENCE SOUTH 60 DEGREES 13 MINUTES 17 SECONDS WEST, 5.15 FEET TO A POINT IN THE SAID WEST LINE OF PRIVATE CLAIM 388; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG SAID WEST LINE OF PRIVATE CLAIM 388, 424.35 FEET TO THE BEGINNING. TOGETHER WITH AND SUBJECT TO ANY REVERSIONARY INTERESTS RETAINED IN FAVOR OF THE CITY OF DETROIT AND TRANSFERRED TO THE BUDD COMPANY, OVER AND ACROSS ADJACENT CHARLEVOIX AVENUE, AS SET FORTH AND DISCLOSED IN LIBER 25517, PAGE 241, WAYNE COUNTY RECORDS.

PARCEL D:

PART OF LOTS OR OUTLOTS, 20 AND 21 OF THE SUBDIVISION OF PRIVATE CLAIMS 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF GROSSE POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN LIBER 49, PAGE 494 OF DEEDS, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED BY A CONCRETE MONUMENT, SAID MONUMENT BEING AT THE INTERSECTION OF THE EASTERLY LINE OF CONNER LANE (33 FEET WIDE) AND MACK AVENUE AS NOW WIDENED AND ESTABLISHED; THENCE NORTH 52 DEGREES 16 MINUTES 30 SECONDS EAST, ALONG THE SOUTHERLY LINE OF MACK AVENUE, 301.90 FEET TO A POINT; THENCE NORTH 60 DEGREES 47 MINUTES 50 SECONDS EAST, CONTINUING ALONG THE SOUTHERLY LINE OF MACK AVENUE, 843.02 FEET TO A POINT, SAID POINT BEING IDENTIFIED BY A CONCRETE MONUMENT; THENCE SOUTH 29 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG THE EASTERLY LINE OF PRIVATE CLAIM 385 1064.31 FEET TO A POINT; THENCE SOUTH 60 DEGREES 28 MINUTES 50 SECONDS WEST, 1143.50 FEET TO A POINT ON THE EAST LINE OF CONNER LANE (33 FEET WIDE) SAID POINT BEING MARKED BY A CONCRETE MONUMENT THENCE NORTH 29 DEGREES 03 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF CONNORS LANE, 1025.91 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING PORTION OF LAND: PART OF LOT 21 OF "PLAN OF SUBDIVISION OF PRIVATE CLAIMS 385 AND 386 FOR THE HEIRS OF THE LATE H. CONNOR OF

GROSSE POINTE", AS RECORDED IN LIBER 49 PAGE 494 OF DEEDS, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CONNER LANE, 33 FEET WIDE, WITH THE SOUTHERLY LINE OF MACK AVENUE, AS WIDENED ON MAY 7, 1926; THENCE THE FOLLOWING TWO COURSES ALONG THE SOUTHERLY LINE OF SAID MACK AVENUE, NORTH 56 DEGREES 04 MINUTES 49 SECONDS EAST, 301.85 FEET; THENCE NORTH 64 DEGREES 03 MINUTES 26 SECONDS EAST, 841.43 FEET; THENCE SOUTH 25 DEGREES 58 MINUTES 53 SECONDS EAST, 199.13 FEET, TO A LINE 50.00 FEET SOUTHERLY OF AND CONCENTRIC WITH THE CONSTRUCTION CENTER LINE OF THE MACK AVENUE IMPROVEMENTS THENCE THE FOLLOWING TWO COURSES ALONG SAID LINE; 798.51 FEET ON THE ARC OF A CURVE TO THE LEFT NON-TANGENT TO THE PREVIOUS COURSE, WITH A RADIUS OF 1382.50 FEET, A DELTA ANGLE OF 33 DEGREES 05 MINUTES 35 SECONDS AND A LONG CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 13 SECONDS WEST, 787.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 07 MINUTES 30 SECONDS WEST, 363.79 FEET TO THE EASTERLY LINE OF CONNER LANE, 33 FEET WIDE; THENCE ALONG, THE EASTERLY LINE OF CONNER LANE, NORTH 25 DEGREES 43 MINUTES 01 SECONDS WEST, 149.20 FEET TO THE SOUTHERLY LINE OF MACK AVENUE, AND THE POINT OF BEGINNING OF SAID EXCEPTED PARCEL. TOGETHER WITH AND SUBJECT TO ANY REVERSIONARY INTERESTS RETAINED IN FAVOR OF THE CITY OF DETROIT AND TRANSFERRED TO THE BUDD COMPANY, OVER AND ACROSS ADJACENT CONNER LANE, AS SET FORTH AND DISCLOSED IN LIBER 25517, PAGE 241, WAYNE COUNTY RECORDS.

PARCEL E:

ALL THAT PART OF LOT 20 OF THE SUBDIVISION, OF PRIVATE CLAIMS 385 AND 386 MADE FOR THE HEIRS OF THE LATE H. CONNOR, DECEASED, A: FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF PRIVATE CLAIM 385, SAID POINT BEING NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST, 944.37 FEET FROM THE NORTH LINE OF CHARLEVOIX AVENUE; THENCE SOUTH 60 DEGREES 49 MINUTES 40 SECONDS WEST, 189.03 FEET TO A POINT; THENCE NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST, 7.58 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST, 355.98 FEET TO A POINT; THENCE NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST, 574.06 FEET TO A POINT; THENCE NORTH 60 DEGREES 28 MINUTES 50 SECONDS. EAST, 545.00 FEET TO A POINT ON THE EAST LINE OF PRIVATE CLAIM 385; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF PRIVATE CLAIM 385, 581.53 FEET TO THE POINT OF BEGINNING.

PARCEL F:

ALL THAT PART OF LOTS 19 AND 20 OF THE SUBDIVISION OF PRIVATE CLAIMS 385 AND 336 MADE FOR THE HEIRS OF THE LATE H. CONNOR, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF CONNER LANE, SAID POINT BEING NORTH 29 DEGREES 03 MINUTES 00 SECONDS WEST, 497.09 FEET FROM THE NORTH LINE OF CHARLEVOIX AVENUE; THENCE CONTINUING ALONG THE EAST LINE OF CONNER LANE, NORTH 29 DEGREES 03 MINUTES 00 SECONDS

WEST, 1032.86 FEET TO A POINT; THENCE NORTH 60 DEGREES 28 MINUTES 50 SECONDS EAST, 598.50 FEET TO A POINT; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, 574.06 FEET TO A POINT; THENCE NORTH 60 DEGREES 16 MINUTES 45 SECONDS EAST, 355.98 FEET TO A POINT; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, 7.58 FEET TO A POINT THENCE NORTH, 60 DEGREES 49 MINUTES 40 SECONDS EAST, 189.03 FEET TO A POINT ON THE EAST LINE OF PRIVATE CLAIM 385; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF PRIVATE CLAIM 385, 457.60 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST; 190 FEET TO A POINT; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, 19.64 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST, 798.50 FEET TO A POINT; THENCE NORTH 82 DEGREES 53 MINUTES 15 SECONDS WEST 49.98 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST, 116.02 FEET TO THE POINT OF BEGINNING TOGETHER WITH ALL RIGHT, TITLE AND INTEREST, WHETHER BY WAY OF REVERSION OR OTHERWISE, IN AND TO A STRIP OF LAND 16.50 FEET WIDE, LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED LAND. ALSO, TOGETHER WITH AND SUBJECT TO ANY REVERSIONARY INTERESTS RETAINED IN FAVOR OF THE CITY OF DETROIT AND TRANSFERRED TO THE BUDD COMPANY, OVER AND ACROSS ADJACENT CONNER LANE, AS SET FORTH AND DISCLOSED IN LIBER 25517, PAGE 241, WAYNE COUNTY RECORDS.

PARCEL G:

ALL THAT PART OF LOTS 18 AND 19 OF THE SUBDIVISION OF PRIVATE CLAIMS 385 AND 386 MADE FOR THE HEIRS OF THE LATE H. CONNOR DECEASED, AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE EAST LINE OF CONNER LANE AND THE NORTH LINE OF CHARLEVOIX AVENUE; THENCE NORTH 60 DEGREES 16 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF CHARLEVOIX AVENUE, 1145.45 FEET TO A POINT ON THE EAST LINE OF PRIVATE CLAIM 385; THENCE NORTH 29 DEGREES 07 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF PRIVATE CLAIM 385, 486.77 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST, 190.00 FEET TO A POINT; THENCE SOUTH 29 DEGREES 07 MINUTES 16 SECONDS EAST, 19.64 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST 798.50 FEET TO A POINT; THENCE NORTH 82 DEGREES 53 MINUTES 15 SECONDS WEST, 49.98 FEET TO A POINT; THENCE SOUTH 60 DEGREES 16 MINUTES 45 SECONDS WEST, 116.02 FEET TO A POINT ON THE EAST LINE OF CONNER LANE; THENCE SOUTH 29 DEGREES 03 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF CONNER LANE, 497.09 FEET TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHT, TITLE AND INTEREST, WHETHER BY WAY OF REVERSION OR OTHERWISE IN AND TO A STRIP OF LAND 16.50 FEET WIDE, LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED LAND. ALSO, TOGETHER WITH AND SUBJECT TO ANY REVERSIONARY INTERESTS RETAINED IN FAVOR OF THE CITY OF DETROIT AND TRANSFERRED TO THE BUDD COMPANY; OVER AND ACROSS ADJACENT CONNER LANE AND ADJACENT CHARLEVOIX AVENUE, AS SET FORTH AND DISCLOSED IN LIBER 25517, PAGE 241, WAYNE COUNTY RECORDS.

THE ABOVE-RECITED LANDS BEING NOW COMBINED AND ASSESSED AS FOLLOWS:

THAT PART OF P. C. 388 LYING WESTERLY OF CONNER AVENUE, BETWEEN CHARLEVOIX AVENUE, AS OPENED, AND MACK AVENUE, AS WIDENED, EXCEPT A NORTHERLY PORTION BEING 287.79 FEET ON THE EAST LINE THEREOF AND 195.56 FEET ON THE WEST LINE THEREOF ALSO, THAT PART OF LOTS (OUTLOTS) 21 THROUGH 18; INCLUSIVE, LYING BETWEEN CHARLEVOIX AVENUE, AS OPENED, AND MACK AVENUE, AS WIDENED AND LAST IMPROVED IN THE JEFFERSON/CONNER INDUSTRIAL REVITALIZATION PROJECT, SUBDIVISION OF P.C. 385 AND P.C. 386, AS RECORDED IN LIBER 49, PAGE 494 OF DEEDS, WAYNE COUNTY RECORDS.

Commonly known as: 12141 Charlevoix
Tax ID Nos.: Ward 21 Item 001115

EXHIBIT D to Resolution 3

See attached.

PURCHASE OF BUDD PLANT SITE

Description

The City of Detroit Brownfield Redevelopment Authority (“DBRA”) is acquiring the 82-acre site of the former the Budd Plant (the “Budd Plant Property”) from Crown Enterprises, Inc. (“Crown”). The \$54 million purchase price would be funded by a combination of \$43.5 million in cash consideration and other City-owned land valued at up to \$10.5 million. If the swap properties are not acceptable through due diligence, etc., the DBRA will replace the land with the cash value identified for each property. The purchase price is subject to a \$21 million increase in the event certain conditions are not met, a portion of which may be payable by the City and DBRA according to the terms of the development agreement with FCA.

The acquired Budd Plant Property will be used by FCA for finished vehicle parking for the new Mack facility and JNAP.

DBRA Receives from Crown

<u>Property</u>	<u>General Address</u>	<u>Acres</u>	<u>Value</u>
Budd Plant Property	12141 Charlevoix	82.2	\$54,000,000*

* Subject to certain conditions.

Crown Receives from the DBRA

<u>City Property</u>	<u>General Address</u>	<u>Acres</u>	<u>Land Value</u>
Bridge area 1 & 2 near St. Anne St		1.06	38,521
I-94 Industrial Park - Area 2	9240 Mt. Elliott	14.53	1,265,854
I-94 Industrial Park - Area 3	6445 Miller	9.74	848,549
Jefferson Conner Freud - Lycaste & Edlie	696 Hart	4.77	500,000
Trombley Triangle - Hamtramck Drive	7529 St. Aubin	4.02	325,000
18th Street Lots & Fort St	2001 W Fort St	0.84	110,000
West Grand Blvd & Toledo	3600 Toledo	3.09	310,000
Area near Lycaste/Edlie	1201 Terminal	0.25	32,670
Area near Triple Barrels	925 Clairpointe	0.24	31,363
Springwells Industrial Park	1420 Springwells Ct	28.45	2,600,000
UTS McNichols	17140 Mitchell	2.68	233,482
Van Dyke Airport Area - Industrial Land	11111 French Rd	45.58	3,970,930
12121 Mack near project area	12121 Mack	1.35	117,612
Total		116.60	10,483,980

Key Crown Enterprise deal terms

- The Budd Plant Property is being conveyed directly to FCA.
- This agreement becomes effective 7 days following the City Council and DBRA Board Approval. There is a 75 day inspection period; closing is 30 days following the completion of the inspection period.
- Crown has the option to purchase property at market value in the UTS McNichols area.
- Crown has 6 months to bring to correct non-compliant conditions on the half of the acquired parcels, and 1 year to bring all parcels into the compliance. During this year, the City reserves the right to act ensure dangerous conditions are addressed. Three of the parcels include structures currently on the demolition list and Crown has agreed to demolish those structures within 6 months of closing

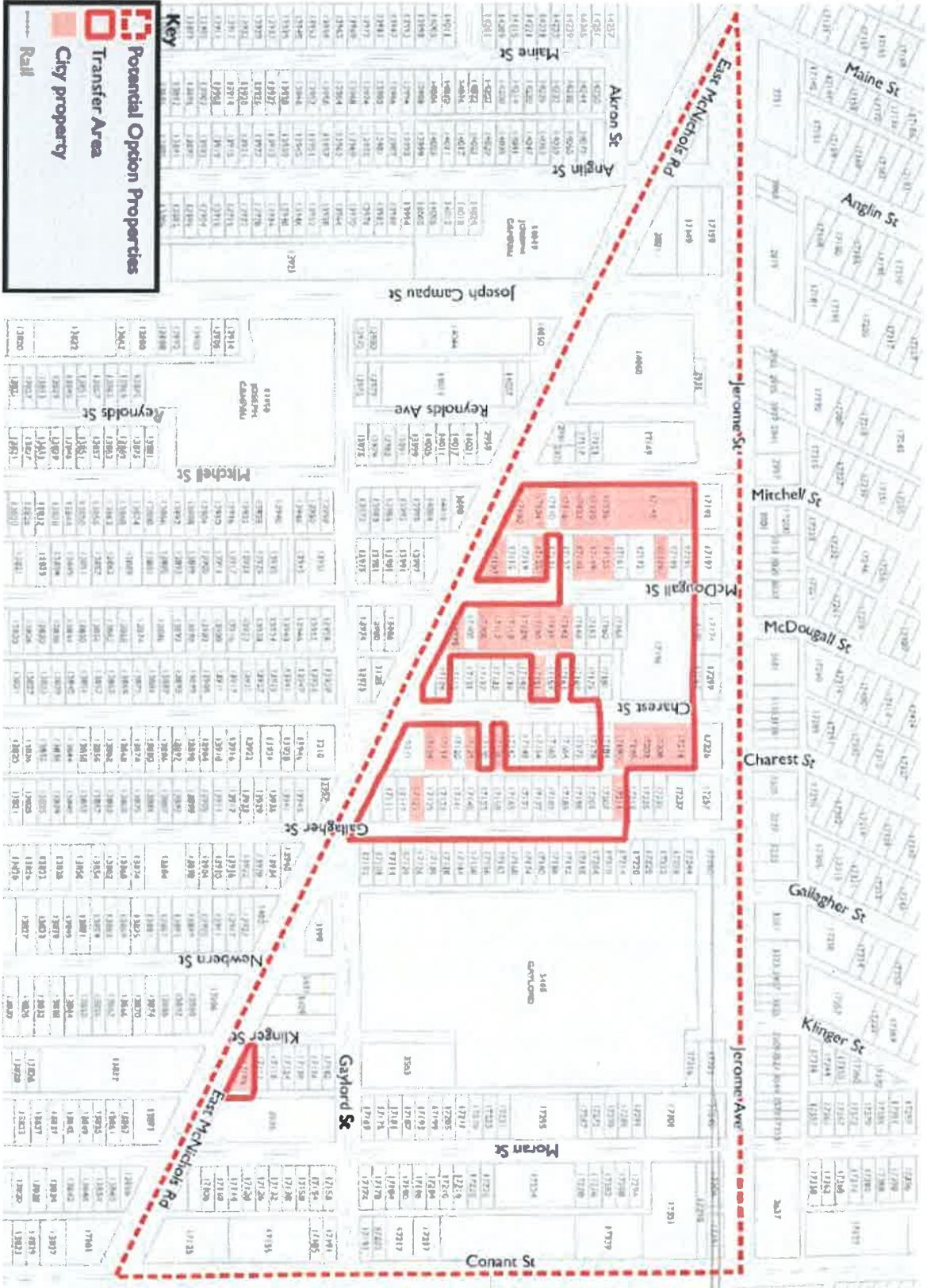
Key City of Detroit deal terms

- The City or DBRA will provide the land swap properties to Crown.
- The Springwells Property will be conveyed in 2025 when the current lease expires.
- The City will provide an expedited approval process for Crown's intended development of property for FCA's projects.

EXHIBIT E to Resolution 3

See attached.

 Potential Option Properties
 Transfer Area
 City Property
 Rail



RESOLUTION 4

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and

WHEREAS, in support of the Projects, the Detroit Land Bank Authority ("DLBA") wishes to transfer certain DLBA parcels as more particularly described in the attached Exhibit A ("DLBA Parcels"); now therefore be it

RESOLVED, that Detroit City Council hereby approves of the sale of the DLBA Parcels to the DBRA for the purchase price of One and 00/100 Dollar (\$1.00).

(See Attached Exhibit A)

EXHIBIT A to Resolution 4

DLBA Parcels to DBRA

21062541.	419 ASHLAND
21062537.	435 ASHLAND
21062527.	475 ASHLAND
21062519.	511 ASHLAND
21062518.	517 ASHLAND
09010643.	17107 MCDOUGALL
09010074.	17136 CHAREST
09010476.	17106 MCDOUGALL
09010086.	17208 CHAREST
09010070.	17114 CHAREST
09010891.	17130 MITCHELL
09010890.	17122 MITCHELL
09010069.	17104 CHAREST
09010631.	17179 MCDOUGALL
10000094.	2703 HOWARD
12007625.	1419 20TH ST
12007628.	1401 20TH ST
10008097.	1029 ST ANNE
10008461.	1448 20TH ST
10008460.	1442 20TH ST
12007621.	1449 20TH ST
10000139.001	2721 PORTER
10007134-9	734 18TH ST



DO NOT USE!

May 3, 2019

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

**RE: Land Exchanges / Property Sales
In Support of Mack 1 Plant, Mack 2 Plant, Jefferson North Assembly Plant Projects**

Honorable City Council:

The City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City. It is anticipated that the Projects will result in the creation of approximately 4,950 additional FCA jobs in the City, as well as increase business and economic opportunities for related supplier and support industries.

In support of progressing the Projects forward, the City has worked with the DBRA to negotiate an additional series of real estate transactions that are vital to land assembly required to bring the Projects to fruition (the “Real Estate Transactions”). Attached hereto are three (3) separate resolutions approving the Real Estate Transactions by and through the City’s Planning and Development Department (“P&DD”), which are summarized as follows:

o **Resolution 1 – Property Sale / Land Exchange – Fodale Group & Associates**

The City has received an offer from Fodale Group & Associates (“Purchaser”) to purchase 4 City-owned properties and 68 parcels, more or less, owned by the Detroit Land Bank Authority (“DLBA”) in exchange for: (1) Purchaser’s transfer of 12001 and 12017 Mack Avenue (the “Purchaser’s Exchange Properties”) to the DBRA and (2) monetary consideration Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) as further described in the attached Resolution 1. Sale proceeds received by the City and DBRA pursuant to this sale, and related sales to Lynch Road Land LLC (described in Resolution 2) and Trident Huber LLC will be escrowed and made available to Purchaser to offset certain costs as described in Resolution 1.

It is DBRA’s intent to transfer the Purchaser’s Exchange Properties to FCA for the Projects.

o **Resolution 2 – Property Sale / Land Exchange – Lynch Road Land LLC**

The City has received an offer from Lynch Road Land LLC (“Purchaser”) to purchase certain City-owned parcels at 10600 Gratiot and part of 10644 Gratiot for a purchase price calculated at \$60,000 / acre (“Purchase Price”) as further described in the attached Resolution 2. In the event that the DBRA acquires part of the adjacent parcel located at 10780 Gratiot, such parcel will be included in the sale at DBRA’s cost of purchase. Sale proceeds received by the City and DBRA pursuant to this sale, and related sales to Fodale Group & Associates (described in Resolution 1) and Trident Huber LLC will be escrowed and made available to Purchaser to offset certain costs as described in Resolution 2.



○ **Resolution 3 – Property Sale / Land Exchange – Crown Enterprises, Inc.**

The City has received an offer from Crown Enterprises, Inc. (“Crown”) for Crown to transfer 12141 Charlevoix (the “Charlevoix Property”) to the DBRA for a purchase price of Seventy-Five Million and 00/100 Dollars (\$75,000,000.00), subject to a potential reduction in the amount of Twenty Million and 00/100 Dollars (\$21,000,000.00) in certain circumstances. The purchase price shall be payable as follows: (1) if Crown elects to purchase any of the approximately 261 properties, more or less, owned by City, the Detroit Land Bank Authority, or The Economic Development Corporation of the City of Detroit to Crown, the value of the such property shall be credited against the purchase price (2) the DBRA’s payment of Fifty-Four Million and 00/100 Dollars (\$54,000,000.00) and, under certain circumstances, an additional Fifteen Million and 00/100 Dollars (\$15,000,000.00) to Crown and (3) FCA’s payment of Twenty One Million and 00/100 Dollars (\$21,000,000.00) or, under certain circumstances, Six Million and 00/100 Dollars (\$6,000,000.00) to Crown as further described in the attached Resolution 3.

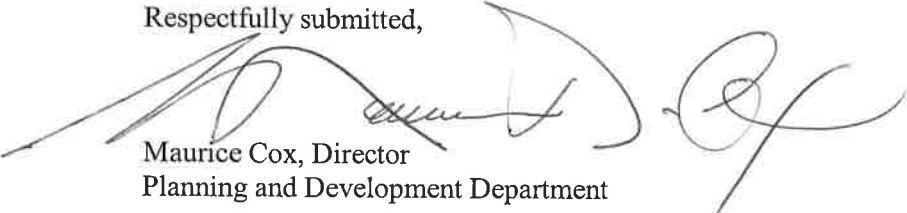
It is DBRA’s intent to transfer the Charlevoix Property to FCA for the Projects.

○ **Resolution 4 – Land Transfer - Detroit Land Bank Authority (“DLBA”) to DBRA**

The DLBA wishes to transfer certain parcels to the DBRA by land transfer agreement in furtherance of the Projects and as further described in the attached Resolution 4.

The City is hereby requesting that your Honorable Body adopt the attached three (3) resolutions that approve the above referenced Real Estate Transactions in support of the Projects.

Respectfully submitted,


Maurice Cox, Director
Planning and Development Department

cc: S. Washington (Mayor’s Office)

RESOLUTION 1

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and

[enter deal terms here]

RESOLUTION 2

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and

[enter deal terms here]

RESOLUTION 3

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and now therefore be it

[enter deal terms here]

RESOLUTION 4

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City"), City of Detroit Brownfield Redevelopment Authority ("DBRA") and FCA US LLC ("FCA") have been in discussions to bring about the investment of approximately \$2.5 billion in FCA's Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the "Projects") to expand certain industrial automotive manufacturing in the City; and

WHEREAS, in support of the Projects, the Detroit Land Bank Authority ("DLBA") wishes to transfer certain DLBA parcels as more particularly described in the attached Exhibit A ("DLBA Parcels"); now therefore be it

RESOLVED, that Detroit City Council hereby approves of the sale of the DLBA Parcels to the DBRA for the purchase price of One and 00/100 Dollar (\$1.00).

(See Attached Exhibit A)

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RESOLUTION 4 - EXHIBIT A

DLBA PARCELS

21062541.	419 ASHLAND
21062537.	435 ASHLAND
21062527.	475 ASHLAND
21062519.	511 ASHLAND
21062518.	517 ASHLAND
09010643.	17107 MCDOUGALL
09010074.	17136 CHAREST
09010476.	17106 MCDOUGALL
09010086.	17208 CHAREST
09010070.	17114 CHAREST
09010891.	17130 MITCHELL
09010890.	17122 MITCHELL
09010069.	17104 CHAREST
09010631.	17179 MCDOUGALL
10000094.	2703 HOWARD
12007625.	1419 20TH ST
12007628.	1401 20TH ST
10008097.	1029 ST ANNE
10008461.	1448 20TH ST
10008460.	1442 20TH ST
12007621.	1449 20TH ST
10000139.001	2721 PORTER
10007134-9	734 18TH ST



62

May 03, 2019

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

**RE: Amended Resolution - Land Exchange / Property Sales
In Support of Mac 1 Plant, Mac 2 Plant, Jefferson North Assembly Plant Projects**

Honorable City Council:

The City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2 and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City. It is anticipated that the Projects will result in the creation of approximately 4,950 additional FCA jobs in the City, as well as increase business and economic opportunities for related supplier and support industries.

In support of progressing the Projects forward, the City has worked with the DBRA to negotiate a series of additional real estate transactions that are vital to land assembly required to bring the Projects to fruition (the “Real Estate Transactions”). The City would like to amend Resolution 4 of the Real Estate Transactions resolutions that were approved by City Council on Tuesday, April 30, 2019 (“Resolution 4”), which approved the sale of six (6) certain City parcels (“City Parcels”) to Michael Kelly or an affiliated entity controlled by Michael Kelly (“Kelly Entities”) in exchange for the transfer of 3873, 3963 and 4621 St. Jean and 5732 Winslow to the DBRA and the City’s receipt of additional fair value for the City Parcels from the DBRA.

The City now wishes to amend Resolution 4 to add one (1) additional parcel to the list of parcels that the Kelly Entities will transfer to the DBRA and removes five (5) parcels and adds one (1) parcel to the list of City Parcels the City will transfer to the Kelly Entities. Additionally, the amended resolution settles with the Kelly Entities certain in personam actions for property tax liabilities for the tax years 2015 and prior, as well as settles certain blight violations with the Kelly Entities for all years prior to the approval date of the attached resolution.

The City is hereby requesting that your Honorable Body adopt the attached amended version of the Resolution 4 in support of the Projects.

Respectfully submitted,

Maurice Cox, Director
Planning and Development Department

cc: Stephanie Washington (Mayor’s Office)

CITY CLERK 3 MAY 2019 4:44:26

AMENDED RESOLUTION 4

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit (“City”), City of Detroit Brownfield Redevelopment Authority (“DBRA”) and FCA US LLC (“FCA”) have been in discussions to bring about the investment of approximately \$2.5 billion in FCA’s Mack 1, Mack 2, and Jefferson North Assembly Plants (collectively the “Projects”) to expand certain industrial automotive manufacturing in the City; and

WHEREAS, the Detroit City Council approved a resolution on Tuesday, April 30, 2019 known as Resolution 4 (“Resolution 4”) to sell certain six (6) parcels of land (“Original City Parcels”) to Michael Kelly or an affiliated entity controlled by Michael Kelly (referred to herein as “Purchaser”) in exchange for Purchaser’s transfer of 3873, 3963 and 4621 St. Jean and 5732 Winslow; and

WHEREAS, the City now wishes to amend Resolution 4 to: add one (1) additional parcel to the list of parcels that the Purchaser will transfer to the DBRA, (2) remove five (5) parcels and add (1) parcel to the list of parcels the City will transfer to the Purchaser, (3) settle certain in personam actions with respect to property tax liability for the years 2015 with the Purchaser and (4) settle certain blight violations with the Purchaser for those years prior to the approval date of this resolution; and now therefore be it

RESOLVED, that in support of the Projects, the Detroit City Council hereby amends Resolution 4 such that the Original City Parcels list for sale to Purchaser as provided in Resolution 4 is hereby replaced with the attached Resolution 4 – Amended Exhibit A incorporated herein so that only a total of two (2) City-owned parcels are approved for sale to the Purchaser (“Amended City Parcels”); and be it further

RESOLVED, that in exchange for the Amended City Parcels, Purchaser shall now transfer of 3873, 3963 and 4621 St. Jean, 5732 Winslow and **6394 Richardson**, as more particularly described in the attached Resolution 4 – Amended Exhibit B, to the DBRA for incorporation into the Projects; and be it further

RESOLVED, that the City shall receive additional fair value for the Amended City Parcels from the DBRA at a future date under separate agreement between the City and the DBRA; and be it further

RESOLVED, that Detroit City Council hereby approves that any and all claims that the City may have against Purchaser for in personam tax liability for tax years 2015 and prior for Purchaser’s real property in the City of Detroit are hereby deemed settled in full; and be it further

RESOLVED, that Detroit City Council hereby approves that any and all claims that the City may have against Purchaser for all blight violations prior to the approval date of this resolution for Purchaser’s real property in the City of Detroit are hereby deemed settled in full; and be it further

RESOLVED, that the Director of the Planning and Development Department (“P&DD”), or his authorized designee, is authorized to execute quit claim deeds and such other documents as may be necessary or convenient to effect the transfer of the Amended City Parcels to Purchaser consistent with this resolution; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deeds (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due

to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Amended City Parcels, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it further

RESOLVED, that the quit claim deed for the Amended City Parcels will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form; and be it finally

RESOLVED, that the City's Chief Financial Officer and Treasurer are hereby authorized to adjust the necessary balances and accounts to reflect the settlements with Purchaser as authorized by this resolution.

(See Attached Amended Exhibits A and B)

RESOLUTION 4 - AMENDED EXHIBIT A

AMENDED CITY PARCELS

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Parcel 1

E DEXTER 6 7 SULLIVANS DEXTER BLVD SUB L46 P30 PLATS, W C R 12/287 77 X 120

a/k/a 13118 Dexter
Tax Parcel ID 12010559-60

Parcel 2

S HARBOR ISLAND 1 AND 10 FT STIP ADJ LOT 1 E 8 FT 2 FREUDS FOX CREEK SUB
L27 P2 PLATS, W C R 21/299 38 X 120

a/k/a 14818 Harbor Island
Tax Parcel ID 21000182

RESOLUTION 4 – AMENDED EXHIBIT B

PURCHASER PARCELS TO THE DBRA

Parcel 1

W ST JEAN 73 LIEBERMANS HOMEDALE SUB L28 P75 PLATS, W C R 21/537 30 X 140

a/k/a 3873 St. Jean
Tax Parcel ID 21044054.

Parcel 2

W ST JEAN S 22.30 FT OF 88 N 14.02 FT OF 87 LIBERMANS HOMEDLE SUB L28 P75
PLATS, W C R 21/537 36.32 X 140

a/k/a 3963 St. Jean
Tax Parcel ID 210440040.

Parcel 3

W ST JEAN 12 HANS A CHRISTIANSENS SUB L30 P71 PLATS, W C R 21/548 32 X 140

a/k/a 4621 St. Jean
Tax Parcel ID 21043990.

Parcel 4

E WINSLOW 36 MARY A DAMMS SUB L12 P6 PLATS, W C R 12/115 30 X 116

a/k/a 5732 Winslow
Tax Parcel ID 12006645.

Parcel 5

S RICHARDSON 95 HOWES SUB L13 P24 PLATS, W C R 15/162 30 X 110

a/k/a 6394 Richarson
Tax Parcel ID 15001758.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

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April 26, 2019

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

**RE: Property Sale of 450 W. Congress, Detroit, MI
Request for Authorization to Amend 2019-20 Budget**

Honorable City Council:

The City of Detroit, Planning and Development Department (“P&DD”) has received an offer from 450 Associates LLC (“Purchaser”), a Michigan limited liability company, to purchase certain City-owned real property at 450 W. Congress (the “Property”), formerly known as the Millennium Garage, for the purchase price of Eighteen Million Six Hundred Fifty Thousand and 00/100 Dollars (\$18,650,000.00).

The Purchaser proposes to utilize the Property for operation of a parking garage. Currently, the Property is within the PCA zoning district (Public Center Adjacent District). The Purchaser’s proposed use of the Property is consistent with the allowable uses for which the Property is zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a quit claim deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Purchaser.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington (Mayor’s Office)

RESOLUTION

BY COUNCIL MEMBER _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves the sale of certain real property at 450 W. Congress, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to 450 Associates LLC ("Purchaser"), a Michigan limited liability company, for the purchase price of Eighteen Million Six Hundred Fifty Thousand and 00/100 Dollars (\$18,650,000.00) (the "Purchase Price"); and be it further

RESOLVED, that the Director of the Planning and Development Department ("P&DD"), or his authorized designee, is authorized to execute a quit claim deed and such other documents as may be necessary or convenient to effect the transfer of the Property to Purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) One Million One Hundred Nineteen Thousand and 00/100 Dollars (\$1,119,000.00) shall be paid to the DBA from the sale proceeds, 2) Nine Hundred Thirty Two Thousand Five Hundred and 00/100 Dollars (\$932,500.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Thousand and 00/100 Dollars (\$2,000.00) shall be paid from the sale proceeds; and be it further

RESOLVED, that 20% of the net proceeds of the sale will be included in the reconciliation of the Detroit Affordable Housing Development and Preservation Fund during the Fiscal Year 2020-2021 budget development process; and be it further

RESOLVED, that the Fiscal Year 2019-2020 Budget is amended for Appropriation 20507 – Capital Projects to accept such revenue and appropriate \$13,000,000 for development projects and Municipal Parking capital projects; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTION

02000153.

N W CONGRESS LOTS 8 THRU 12 EXC TRIANG PT BG E 4.92 FT ON N LINE AND N 39.94 FT AT R A ON E LINE OF SD TRIANG PT BLK 12 MAP OF THE WESTERN ADDN L7 P164 CITY RECORDS W C R 2/68 ALSO TRIANG PT OF LOT 1 BG W 12.08 FT ON S LINE AND S 98.06 FT AT R A ON W LINE OF SD TRIANG PT MILITARY RESERVE L5 P218 CITY RECORDS W C R 2/58 28,988 SQ FT

02000154.

N W CONGRESS TRIANG PT OF 13 BG E 4.92 FT ON N LINE AND N 39.94 FT AT R A ON E LINE OF SD TRIANG PT BLK 12 MAP OF WESTERN ADD L7 P164 CITY RECORDS W C R 2/68 1 EXC TRIANG PT BG W 12.08 FT ON S LINE AND S 98.06 FT AT R A ON W LINE OF SD TRIANG PT MILITARY RESERVE L5 P218 CITY RECORDS, W C R 2/58 39.92 X 138

Street Address[es]: 450 W. Congress

{00005629}



MEMORANDUM

TO: Boysie Jackson, Chief Procurement Officer

FROM: Hon. Scott Benson, City Council District 3

CC: Hon. Janice Winfrey, City Clerk
David Whitaker, Director, LPD
Joel Howrani Heeres, Director, Office of Sustainability
Stephanie Washington, City Council Liaison

VIA: Hon. Brenda Jones, City Council President

DATE: 1 May 2019

RE: BAN ON STYROFOAM PURCHASES WITH CITY FUNDS

Due to the negative impact on the environment and human health I am requesting your office provide a report on the process and feasibility of banning the purchase of Styrofoam products with City of Detroit funds. This type of procurement policy supports the existing **Green Purchasing Ordinance:**

Article V, Subdivision B. Sec. 18-5-14. - Policy encouraging purchase of environmentally-preferable goods and services; preference for bidders offering environmentally- preferable goods and services; criteria.

Please provide a response by 15 May 2019. If you have any questions do not hesitate to contact my office at, 313-224-1198

SRB

CITY CLERK 2 MAY 2019 PM 2:02