



**DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY  
SPECIAL BOARD OF DIRECTORS MEETING  
WEDNESDAY, MAY 8, 2019  
3:30 PM**

**BOARD MEMBERS PRESENT:**

Maggie DeSantis  
John George  
Donele Wilkins  
Pamela McClain  
Ray Scott  
Matthew Walters  
Stephanie Washington

**BOARD MEMBERS ABSENT:**

Juan Gonzalez  
Sonya Mays

**OTHERS PRESENT:**

Jennifer Kanalos (DEGC/DBRA)  
Brian Vosburg (DEGC/DBRA)  
Cora Capler (DEGC/DBRA)  
Malinda Jensen (DEGC/DBRA)  
Rebecca Navin (DEGC)  
Kenyetta Bridges (DEGC)  
Paul Kako (DEGC)  
Damon Jordan (DEGC)  
Nick Allen (DEGC)  
Ngozi Nwaesei (Lewis & Munday)  
Donna Fontana (Fleishman Hillard)  
Marc Brazeau (FCA US LLC)  
Ben Monicelli (FCA US LLC)  
Greg Rose (FCA US LLC)  
Kai Bowman (Mayor's Office)  
Emery Matthews (Real Estate Interests)  
Tom Wackerman (ASTI Environmental)  
Elizabeth Masserang (PM Environmental)  
Sean O'Brien (Chemical Bank)  
Elie Torgow (Sterling Group)  
Danny Samson (Sterling Group)  
Donnell White (Chemical Bank)



**MINUTES OF THE DETROIT BROWNFIELD  
REDEVELOPMENT AUTHORITY SPECIAL MEETING  
WEDNESDAY, MAY 8, 2019  
DETROIT ECONOMIC GROWTH CORPORATION  
500 GRISWOLD SUITE 2200 DETROIT, MI – 3:30 PM**

**CALL TO ORDER**

Chair Matthew Walters called the meeting to order at 3:36 PM.

**GENERAL**

**Approval of Minutes:**

Mr. Walters called for a motion approving the minutes of May 2, 2019 as presented. The Board took the following action:

On a motion by Ms. McClain, seconded by Ms. DeSantis, DBRA Resolution Code 19-05-02-254 was unanimously approved.

**PROJECTS**

**Chemical Bank Headquarters Brownfield Redevelopment Plan**

Mr. Vosburg presented the Chemical Bank Headquarters Brownfield Redevelopment Plan to Board members. Mr. Vosburg stated that the Chemical Bank Headquarters Brownfield Redevelopment Plan had been previously presented to the DBRA Board for referral to the DBRA Community Advisory Committee (DBRA-CAC) in January 2019 and is being presented to the DBRA Board again because the Chemical Bank Headquarters Brownfield Redevelopment Plan was not presented to the DBRA-CAC within 30 days and the Developer has changed for the project.

**Project Introduction**

GPC Adams, LLC, a Sterling Group affiliate on behalf of Chemical Bank, is the project developer (the “Developer”) for the Plan which entails the demolition of the current ten-story building in order to facilitate construction of Chemical Bank’s new headquarters. The building will be approximately twenty stories tall and will include ground-level commercial space with ten stories of parking and nine office stories. Chemical Bank will occupy six to seven stories within the building and plans to expand into the remaining floors or lease to other office tenants. The ground floor is proposed to house a bank branch and/or an additional retail tenant.

The total construction costs are estimated to be \$71 million. The Developer is requesting \$37,096,150.00 in TIF reimbursement, however only \$16,700,793.00 in TIF Reimbursement is projected to be captured for the life of the Plan.

There will be 380 temporary construction jobs and 250 FTE jobs. The 380 temporary construction jobs are expected to be created over a 2-year period once construction begins. The 250 FTE jobs may include the relocation of existing Chemical Bank employees to the City of Detroit.

Property Subject to the Plan

The eligible property (the “Property”) consists of two (2) parcels located in Detroit’s Central Business District, bounded by West Elizabeth Street to the North, Woodward Avenue to the East, an alley to the South, and the property line of 44-48 West Adams to the West.

Basis of Eligibility

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was is currently utilized for a commercial purpose; (b) it is located within the City of Detroit, a qualified local governmental unit under Act 381; and (c) the Property is determined to be functionally obsolete and/or is adjacent and contiguous to a functionally obsolete property as defined by Act 381.

Eligible Activities and Projected Costs

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include pre-approved activities, demolition and asbestos abatement, site preparation activities, infrastructure activities, and the preparation and implementation of a brownfield plan and 381 work plan. The eligible activities and budgeted costs are intended as part of the development of the Property and will be financed solely by the Developer. The Authority is not responsible for any costs of eligible activities and will incur no debt. The eligible activities are estimated to commence within 18 months of approval of the Plan and be completed within 3 years.

Tax Increment Financing (TIF) Capture

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the DBRA and used to reimburse the cost of the eligible activities completed on the Property after approval of this Plan pursuant to the terms of a Reimbursement Agreement with the DBRA.

**COSTS TO BE REIMBURSED WITH TIF**

1. Environmental Assessments	\$5,000.00
2. Demolition	\$2,070,368.00
3. Lead and Asbestos Activities	\$121,550.00
4. Infrastructure Improvements	\$29,299,299.00
5. Site Preparation	\$709,783.00
6. Brownfield Plan & Act 381 Work Plan	\$30,000.00
7. Cost Tracking Compliance	\$30,000.00
8. Contingency (15%)	\$4,830,150.00
<b>*Total Reimbursement to Developer</b>	<b>\$37,096,150.00</b>
9. Authority Administrative Costs	\$2,575,372.00
10. State Brownfield Redevelopment Fund	\$1,821,662.00
11. Local Brownfield Revolving Fund	\$0.00
<b>TOTAL Estimated Costs</b>	<b>\$41,493,184.00</b>

\*Developer is only projecting to receive \$16,700,493 in TIF Reimbursement

The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the DBRA from the Property shall be governed by the terms of the Reimbursement Agreement.

#### Other Incentives

The Developer is seeking additional incentives, which will include local and/or state approval of Commercial Rehabilitation Act (CRA) PA 210 Tax Abatement.

Attached for your review and approval is a resolution authorizing the Chemical Bank Headquarters Brownfield Plan for submittal to the Community Advisory Committee for consideration and comment within 30 days of their receipt of the proposed Plan. In addition, it authorizes the President of the Detroit Economic Growth Corporation or any person designated by him, as a representative of the DBRA, to conduct a public hearing in the area to which the Proposed Plan applies within the next 30 days. This public hearing may be held jointly with any public hearing conducted by the Community Advisory Committee.

Ms. DeSantis asked what the Developer's plans are to hire Detroit-based companies and Detroit residents for the project. Mr. O'Brien stated that the Developer has held a meeting with D2D and has been working with Wayne County. Ms. DeSantis asked what the D2D program is. Mr. Walters stated that the D2D program is a program through the Detroit Economic Growth Corporation that connects Detroit-based businesses with other Detroit-based businesses.

Ms. DeSantis asked if the Developer has moved forward with a construction company. Mr. O'Brien stated that the Developer has selected The Colasanti Group which has an office in Detroit.

Ms. DeSantis asked if the project is subject to the City of Detroit Executive Orders. Mr. Walters confirmed that the project is subject to the City of Detroit Executive Orders.

Mr. Walters called for a motion approving the resolution authorizing the Chemical Bank Headquarters Brownfield Plan for submittal to the Community Advisory Committee. The Board took the following action:

On a motion by Ms. McClain, seconded by Ms. Wilkins, DBRA Resolution Code 19-05-265-02 was unanimously approved.

#### **Second Amended and Restated 3750 & 3800 Woodward Brownfield Redevelopment Plan**

Ms. Kanalos presented the Second Amended and Restated 3750 & 3800 Woodward Brownfield Redevelopment Plan to Board members.

#### Project Introduction

3750 Woodward Avenue, LLC, is the project developer (the "Developer") for the Plan Amendment which includes two parcels located at 3750 and 3800 Woodward Avenue. The Plan Amendment includes the completed rehabilitation of a 12-story structure for residential and commercial use (The Plaza), located on the parcel with the address 3800 Woodward Avenue. No additional redevelopment is anticipated for this parcel.

The project to be completed at 3750 Woodward Avenue will include the construction of a hotel, housing units targeted toward students, multi-family housing, 100,000 square feet of commercial space, public space and a 700-space parking structure. The hotel will include approximately 225 rooms. The residential component will include 180 multi-family units of which 36 will be affordable,

198 housing units targeted toward students, and 60 condominiums. It is anticipated that 1,300 temporary construction jobs and 400 permanent FTE jobs will be created as a result of this project.

Total investment is estimated to be \$320M. The developer is seeking \$58M in tax increment financing (TIF) reimbursement for eligible activities under the Plan Amendment.

#### Property Subject to the Plan

The eligible property (the "Property") consists of two (2) parcels located at 3750 and 3800 Woodward Avenue generally East Alexandrine Street to the north, John R Road to the east, Mack Avenue to the south and Woodward Avenue to west in Detroit's Midtown district.

#### Basis of Eligibility

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was is currently utilized for a commercial purpose; (b) it is located within the City of Detroit, a qualified local governmental unit under Act 381; and (c) the Property subject to the Plan Amendment is determined to be a facility in accordance to Part 201 of Act 451.

#### Eligible Activities and Projected Costs

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include demolition, lead and asbestos abatement, infrastructure improvements, site preparation, baseline environmental assessment, due care activities, additional response activities and brownfield plan and work plan preparation and implementation. The eligible activities and budgeted costs are intended as part of the development of the Property and will be financed solely by the Developer. The Authority is not responsible for any costs of eligible activities and will incur no debt. The eligible activities are estimated to commence within 18 months of approval of the Plan and be completed within 3 years.

#### Tax Increment Financing (TIF) Capture

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the DBRA and used to reimburse the cost of the eligible activities completed on the Property after approval of this Plan pursuant to the terms of a Reimbursement Agreement with the DBRA.

#### **COSTS TO BE REIMBURSED WITH TIF**

<b>Description of Eligible Activities</b>	<b>Eligible Expenses</b>	<b>Estimated Capture</b>
1. Demolition	\$ 416,220	\$ 416,218
2. Lead and/or Asbestos Abatement	\$ 250,000	\$ 249,999
3. Infrastructure Improvements	\$ 32,784,738	\$ 32,784,576
4. Site Preparation	\$ 17,391,718	\$ 17,391,632
5. Baseline Environmental Assessment	\$ 112,350	\$ 112,349
6. Due Care Activities	\$ 2,000	\$ 2,000
7. Additional Response Activities	\$ -	\$ -
8. Contingency (15%)	\$ 7,468,028	\$ 7,467,991
<i>Subtotal Site Eligible Activities</i>	<i>\$ 58,425,054</i>	<i>\$ 58,424,765</i>
9. Brownfield/Work Plan Preparation	\$ 60,000	\$ 60,000
<b>Total Eligible Activities</b>	<b>\$ 58,485,054</b>	<b>\$ 58,484,765</b>
10. Interest to Developer		\$ -
11. DBRA Administrative Costs		\$ 2,471,769
12. Local Brownfield Revolving Fund		\$ 2,205,114
13. State Brownfield Fund		\$ -
<b>Total Estimated Cost to be Funded Through TIF</b>		<b>\$ 63,161,648</b>

The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the DBRA from the Property shall be governed by the terms of the Reimbursement Agreement.

#### Other Incentives

The Developer is seeking additional incentives including a commercial rehabilitation act abatement (PA 210) and a Neighborhood Enterprise Zone (NEZ).

Attached for your review and approval is a resolution authorizing the Second Amended and Restated 3800 Woodward Brownfield Plan for submittal to the Community Advisory Committee for consideration and comment within 30 days of their receipt of the proposed Plan. In addition, it authorizes the President of the Detroit Economic Growth Corporation or any person designated by him, as a representative of the DBRA, to conduct a public hearing in the area to which the Proposed Plan Amendment applies within the next 30 days. This public hearing may be held jointly with any public hearing conducted by the Community Advisory Committee.

Mr. Walters stated that the project is currently completing the Community Benefits Ordinance (CBO) process.

Ms. DeSantis asked why the plan is being amended a second time. Mr. Matthews stated that the project differs from what was previously contemplated for the site, there are different owners and a different developer, and the financing has changed.

Ms. Wilkins asked what area around the project was included in the CBO process. Mr. Matthews stated that the impact area as set forth in the ordinance was used for the project but the developer

had conducted additional outreach in the community prior to the impact area being established for the CBO process. Mr. Walters added that Midtown Detroit Inc. also had community meetings before the project started the CBO process and that the impact area for the CBO process for the project is bounded by Second Street to the West, I-75 to the East, Erskine to the South and Warren Avenue to the North.

Ms. DeSantis asked if there are any commercial prospects for the project. Mr. Matthews stated that there is approximately 80,000 square feet of retail space planned, there is not currently any planned office space, and that the more traditional retail spaces will be located at the base of the planned towers along the property.

Ms. Wilkins asked if the developer has any retail tenants that it is trying to attract. Mr. Matthews stated that the developer would like to have a grocery store as a retail tenant and other convenience retailers for the residents of the development and other residents in the area.

Mr. George asked if the land to be used for the project is currently vacant. Mr. Matthews confirmed that the land for the project is currently vacant.

Ms. DeSantis asked for more detail on the financing for the project. Mr. Matthews stated that about 30% of the financing is owners' equity including the land contribution and cash, an incentive component which includes the brownfield TIF, tax abatements, and a Michigan Business Tax Credit. Mr. Matthews stated that the underground parking needs to be completed before any of the vertical structures can begin construction, and that the hotel tower will also include residential units and will be constructed first.

Ms. DeSantis asked who will manage the hotel component of the project. Mr. Matthews stated that the hotel operator cannot be announced yet, but that that it is a well-known hotel operator.

Mr. Walters called for a motion approving the resolution authorizing the Second Amended and Restated 3750 & 3800 Woodward Brownfield Plan for submittal to the Community Advisory Committee. The Board took the following action:

On a motion by Ms. Wilkins, seconded by Ms. McClain, DBRA Resolution Code 19-05-249-05 was unanimously approved.

### **Ashton Brownfield Redevelopment Plan: Assignment and Assumption Agreement and Amended and Restated Reimbursement Agreement**

Mr. Vosburg presented the Assignment and Assumption Agreement and Amended and Restated Reimbursement Agreement for the Ashton Brownfield Plan to the DBRA Board.

On October 18, 2017, the City of Detroit Brownfield Redevelopment Authority (the "DBRA") Board of Directors recommended approval to Detroit City Council of the Brownfield Plan for the Ashton Redevelopment Project (the "Plan") which was subsequently approved by Detroit City Council on November 21, 2017. A Reimbursement Agreement (the "Agreement") was approved by the DBRA on December 13, 2017.

On April 17, 2019 the DBRA reaffirmed its support for a newly configured project to create a 6-story mixed-use development with ground floor commercial retail space, an estimated 156 room hotel with amenities, and approximately 151 integrated parking spaces, but with the same Eligible

Activities and TIF reimbursement amount that was in the original Brownfield Plan and a project that was still in compliance with the DBRA Guidelines.

After the April 17, 2019 DBRA Board Meeting, it was brought to the DBRA's attention that the legal entity for the development has changed from 600 Ventures, LLC to 600 Ventures II, LLC due to a change in ownership structure resulting from the hotel operator participating as an investor in the project. As a result, an Assignment and Assumption Agreement, as well as an Amended and Restated Reimbursement Agreement, is needed so that 600 Ventures II, LLC can use the Brownfield TIF incentive.

Mr. George asked if there is anything else about the project changing aside from the entity name for the Developer. Mr. Vosburg stated that the ownership structure for the project has changed, which is why the entity name has changed.

Mr. Walters called for a motion approving the resolution approving the Assignment and Assumption Agreement and the Amended and Restated Reimbursement Agreement for the Ashton Brownfield Redevelopment Plan. The Board took the following action:

On a motion by Ms. DeSantis, seconded by Ms. McClain, DBRA Resolution Code 19-05-197-08 was unanimously approved.

### **Industrial Land Assembly Project: Authorization to Enter into Additional Purchase Transactions**

Ms. Navin and Ms. Bridges presented the Authorization to Enter into Additional Purchase Transactions to the Board.

As the Board is aware, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority ("DBRA") at the request of the City of Detroit (the "City"), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC ("FCA"), DBRA and the City (the "MOU") relating to the following investment proposed by FCA in the city of Detroit (the "Project"):

- Construct 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; and
- Invest approximately \$900 million at its Jefferson North Assembly Plant ("JNAP"), located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs.

In order to move forward with the Project, FCA needs approximately 200 acres of market-ready land to support its operations at the 2 facilities for Project-related activities such as employee parking, trailer marshalling, and finished vehicle storage. Thus, in the MOU, DBRA and the City agreed, among other things, to execute binding agreements to deliver title to sufficient acreage adjacent to or in close proximity to the Project site to meet FCA's expansion needs. The DBRA Board approved an initial series of land transactions for the Project on April 17, 2019 (DBRA 19-04-262-12).

To date, DBRA and/or the City have negotiated agreements for the acquisition of nearly 215 acres of property near the Project site, as shown on **Exhibit A** hereto. Where possible, the City and DBRA have attempted to leverage existing publicly-owned land assets, including land owned or



controlled by The Economic Development Corporation of the City of Detroit (the “EDC”) and the Detroit Land Bank Authority, as full or partial consideration for the property required for the Project.

DBRA staff has negotiated a second set of land transactions to acquire additional parcels required for the Project, the parties and key terms of which are described on **Exhibits B** thru **D**. Any cash consideration and diligence and other acquisition costs will be payable from funds made available by the City to the DBRA.

DBRA staff seeks the Board’s approval to negotiate and execute purchase agreements and/or other appropriate documentation relating to the transactions described on described on **Exhibits B** thru **D** in support of the Project.

A resolution is attached for the Board’s consideration.

Ms. DeSantis asked if the parcel located at 12165 Mack will be acquired by the City of Detroit or the DBRA for use by FCA. Ms. Bridges stated that the parcel located at 12165 Mack will not be acquired as part of the Project. Ms. DeSantis asked why that parcel is not going to be acquired as part of the Project so that environmental issues be remediated. Ms. Navin stated that the adjacent parcels were more desirable for their location and the intended future use of employee parking for FCA employees. Ms. DeSantis stated that the current owners should be issued blight tickets from the City of Detroit and the DBRA and the City of Detroit should advocate for the parcel to be cleaned up and remediated to the benefit of the community. Mr. Scott stated that he would look into the blight issues with the parcel.

Ms. Navin and Ms. Bridges responded to Board member questions regarding details of the land swap, how property purchase prices were determined and how prices relate to the land swap, status of property contamination, the relocation of parking for State of Michigan employees, whether the land that is being included in land swaps are vacant parcels or if there are existing structures, and if occupied homes would ever be included in future deals on parcels that are part of land options that are being proposed.

Mr. Walters called for a motion approving the Authorization to Enter into Additional Purchase Transactions. The Board took the following action:

On a motion by Ms. DeSantis, seconded by Ms. Washington, DBRA Resolution Code 19-05-262-20 was approved. Ms. Wilkins opposed.

### **Industrial Land Assembly Project: Development Agreement with FCA USA, LLC**

Ms. Navin and Ms. Bridges presented the Development Agreement with FCA USA, LLC to the Board.

As the Board is aware, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority (“**DBRA**”) at the request of the City of Detroit (the “**City**”), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC (“**FCA**”), DBRA and the City (the “**MOU**”) relating to the following investment proposed by FCA in the city of Detroit (the “**Project**”):

- Construct 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; and

- Invest approximately \$900 million at its Jefferson North Assembly Plant, located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs.

As contemplated by the MOU, representatives of FCA, DBRA and the City have negotiated the terms of a development agreement (the "Development Agreement"), a summary of which is attached hereto as **Exhibit A**. Pursuant to the Development Agreement, the DBRA will agree to assemble and prepare certain land for FCA's use consistent with **Exhibit B** attached hereto and FCA will agree to construct the Mack Engine Plan, a development plan of which is attached hereto as **Exhibit C**.

DBRA staff seeks the Board's approval to negotiate and execute the Development Agreement, consistent with the terms of **Exhibits A, B and C**.

A resolution is attached for the Board's consideration.

Ms. Navin and Ms. Bridges responded to Board member questions regarding details of the Development Agreement including the incentives being requested for the Project from the City of Detroit and from the State of Michigan and the projected net benefit of the Project for the City of Detroit and the State of Michigan.

Ms. Wilkins asked if there are any City of Detroit departments or agencies that have investigated what the environmental and health impacts will be of the Project. Mr. Rose stated that FCA is now evaluating how it will handle and sort waste, FCA will enter into an agreement with the City of Detroit regarding storm water management, FCA has been working with the State of Michigan regarding emissions from its facilities, and as a result of the Community Benefits Ordinance Process the air permit that FCA has negotiated with the State of Michigan will include an additional monitoring requirement and community benefit that will be determined in the next six months through discussions with the Neighborhood Advisory Council.

Mr. Walters called for a motion approving the Development Agreement with FCA USA, LLC. The Board took the following action:

On a motion by Mr. George, seconded by Ms. McClain, DBRA Resolution Code 19-05-262-18 was unanimously approved.

### **Industrial Land Assembly Project: Funding and Land Transfer Agreement between City and DBRA**

Ms. Navin and Ms. Bridges presented the Funding and Land Transfer Agreement between City and DBRA to the Board.

As the Board is aware, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority ("DBRA") at the request of the City of Detroit (the "City"), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC ("FCA"), DBRA and the City (the "MOU") relating to the following investment proposed by FCA in the city of Detroit (the "Project"):

- Construct 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; and
- Invest approximately \$900 million at its Jefferson North Assembly Plant, located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs.

In order to move forward with the Project, FCA needs approximately 200 acres of market-ready land to support its operations at the 2 facilities for Project-related activities such as employee parking, trailer marshalling, and finished vehicle storage.

As contemplated by the MOU, to date, DBRA and/or the City have negotiated agreements for the acquisition of nearly 215 acres of property near the Project site, as shown on **Exhibit A** hereto, of which Sites 1, 8, 7A2 and 7C (the "City Properties") are owned by the City. In order to facilitate the transfer of the City Properties to DBRA and, following the completion of site preparation activities thereon, to FCA, representatives from the City and DBRA have negotiated a Land Transfer Agreement in substantially the form attached hereto as **Exhibit B** (the "LTA"), the terms of which are summarized below:

- City to convey City Properties (including adjacent vacated rights of way) to DBRA as needed for the Project.
- Purchase price is an amount 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.
- Purchase price to be paid under a promissory note payable solely 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 Project.
- Payment of TIR are 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.

In addition, in order to fund the DBRA's land assembly and site preparation activities for the Project, DBRA staff recommends the DBRA accept the following sources of funds from the City (the "City Funding") and the MSF (the "MSF Funding"):

#### City Funding:

- Thirty-Three Million and Ninety Thousand and 00/100 Dollars (\$33,090,000.00) for land assembly and site preparation activities
- Twenty Million and 00/100 Dollars (\$20,000,000.00) for land assembly contingency
- Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) non-recourse loan payable solely from TIR over 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 "City Loan"), expected to be one and sixteen one-hundredths percent (1.16%).

#### MSF Funding:

- Grant of Thirty-Five Million 00/100 Dollars (\$35,000,000.00) generally restricted to site preparation activities and soft costs, with limited flexibility to use portions on land acquisition with MSF approval; to be disbursed in two tranches of Fifteen Million and 00/100 Dollars (\$15,000,000.00) and a third tranche of Five Million and 00/100 Dollars (\$5,000,000.00), based on the satisfaction of certain milestones related to the commitment and expenditure of funds.

- Twenty Million and 00/100 Dollars (\$20,000,000.00) non-recourse loan payable solely from TIR over for a period not to exceed thirty (30) years, at a rate of interest expected to be one and sixteen one-hundredths percent (1.16%), which will be subordinate to the City Loan.

In addition, the Board may recall that it previously approved the acceptance of the below funding from the Michigan Department of Environment, Great Lakes & Environment (the “EGLE Funding”), which will be used in support of the Project:

- Grant of Two Million 00/100 Dollars (\$2,000,000.00) restricted to site preparation activities, to be disbursed in two tranches of One Million and 00/100 Dollars (\$1,000,000.00).

DBRA staff seeks the Board’s approval to negotiate and execute the LTA, substantially in the form attached hereto as Exhibit B, and to negotiate and appropriate funding and/or loan agreements, as appropriate, for the acceptance of the City Funding and the MSF Funding.

A resolution is attached for the Board’s consideration.

Ms. Navin and Ms. Bridges responded to Board member questions regarding the source of some financing from the City of Detroit.

Ms. Wilkins requested that the DBRA Board be provided a firm number on the number of jobs that will be available to Detroit residents as a result of the Project.

Mr. Walters called for a motion approving the Funding and Land Transfer Agreement between City and DBRA. The Board took the following action:

On a motion by Mr. George, seconded by Ms. McClain, DBRA Resolution Code 19-05-262-19 was approved. Ms. Wilkins abstained.

**ADMINISTRATIVE**

None.

**OTHER**

Ms. DeSantis requested an update be provided at the next DBRA meeting regarding the parcel located at 12165 Mack Avenue and the blight issues at the property.

**PUBLIC COMMENT**

None.

**ADJOURNMENT**

Citing no further business, Mr. Walters adjourned the meeting at 5:32pm.



**CODE DBRA 19-05-02-254**

**APPROVAL OF MINUTES MAY 2, 2019**

RESOLVED, that the minutes of the special meeting of May 2, 2019 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Detroit Brownfield Redevelopment Authority.

May 8, 2019



**CODE DBRA 19-05-265-02**

**CHEMICAL BANK HEADQUARTERS BROWNFIELD REDEVELOPMENT PLAN – TRANSMITTAL OF BROWNFIELD PLAN TO THE COMMUNITY ADVISORY COMMITTEE**

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

WHEREAS, under Act 381 the DBRA is authorized to develop and propose for adoption by City Council a brownfield plan for one or more parcels of eligible property; and

WHEREAS, under the resolution establishing the DBRA and the bylaws of the DBRA requires the DBRA, prior to the approval of a brownfield plan, submit the proposed brownfield plan to the Community Advisory Committee for consideration and comment and solicit comments by publication of notice that the proposed brownfield plan has been submitted to the Community Advisory Committee and by conducting a public hearing in the area to which the proposed Plan applies.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Detroit Brownfield Redevelopment Authority acknowledges receipt of the proposed Brownfield Plan for the **Chemical Bank Headquarters Brownfield Redevelopment Plan** (the “Proposed Plan”) and authorizes and directs the Chairperson to cause the Proposed Plan to be transmitted to the Community Advisory Committee for consideration and comment within 30 days of their receipt of the Proposed Plan.

2. The President of the Detroit Economic Growth Corporation or any person designated by him, as a representative of the DBRA, shall conduct a public hearing in the area to which the Proposed Plan applies within the next 30 days. This public hearing may be held jointly with any public hearing conducted by the Community Advisory Committee.

3. The Chairperson is authorized and directed to cause there to be published notice that the Proposed Plan has been submitted to the Community Advisory Committee and of the public hearing to be held pursuant to this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the DBRA in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolution except that such acts were taken prior to execution of these resolution, are hereby in all respects confirmed, approved and ratified.

May 8, 2019



CODE DBRA 19-05-197-08

**SECOND AMENDED AND RESTATED 3800 WOODWARD BROWNFIELD REDEVELOPMENT PLAN – TRANSMITTAL OF BROWNFIELD PLAN TO THE COMMUNITY ADVISORY COMMITTEE**

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

WHEREAS, under Act 381 the DBRA is authorized to develop and propose for adoption by City Council a brownfield plan for one or more parcels of eligible property; and

WHEREAS, under the resolution establishing the DBRA and the bylaws of the DBRA requires the DBRA, prior to the approval of a brownfield plan, submit the proposed brownfield plan to the Community Advisory Committee for consideration and comment and solicit comments by publication of notice that the proposed brownfield plan has been submitted to the Community Advisory Committee and by conducting a public hearing in the area to which the proposed Plan applies.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Detroit Brownfield Redevelopment Authority acknowledges receipt of the proposed Brownfield Plan for the **Second Amended and Restated 3800 Woodward Brownfield Redevelopment Plan** (the “Proposed Plan”) and authorizes and directs the Chairperson to cause the Proposed Plan to be transmitted to the Community Advisory Committee for consideration and comment within 30 days of their receipt of the Proposed Plan.

2. The President of the Detroit Economic Growth Corporation or any person designated by him, as a representative of the DBRA, shall conduct a public hearing in the area to which the Proposed Plan applies within the next 30 days. This public hearing may be held jointly with any public hearing conducted by the Community Advisory Committee.

3. The Chairperson is authorized and directed to cause there to be published notice that the Proposed Plan has been submitted to the Community Advisory Committee and of the public hearing to be held pursuant to this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the DBRA in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolution except that such acts were taken prior to execution of these resolution, are hereby in all respects confirmed, approved and ratified.

May 8, 2019



**CODE DBRA 19-05-249-05**

**ASHTON BROWNFIELD REDEVELOPMENT PLAN: ASSIGNMENT AND ASSUMPTION AGREEMENT; AND AMENDED AND RESTATED REIMBURSEMENT AGREEMENT**

WHEREAS, on October 18, 2017, the City of Detroit Brownfield Redevelopment Authority (the "DBRA") Board of Directors adopted a resolution recommending approval by the Detroit City Council of the Brownfield Plan for the Ashton Redevelopment Project (the "Plan") being undertaken by 600 Ventures, LLC (the "Developer"); and

WHEREAS, on November 21, 2017, the Detroit City Council approved the Plan; and

WHEREAS, on December 13, 2017, the DBRA approved the Reimbursement Agreement; and

WHEREAS, on April 17, 2019, the DBRA reaffirmed their support for a New Project due to changes in market conditions; and

WHEREAS, the New Project has resulted in the assignment of the development from 600 Ventures, LLC to 600 Ventures II, LLC resulting in the need for an Assignment and Assumption Agreement, as well as an Amended and Restated Reimbursement Agreement (the "Agreements") from 600 Ventures, LLC to 600 Ventures II, LLC; and

WHEREAS, the Agreements have been drafted, approved as to form by DBRA legal counsel; and

WHEREAS, all material changes, as determined by DBRA in its sole discretion, to the project description are subject to the approval of the DBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381, as amended.

NOW THEREFORE, BE IT RESOLVED, by the DBRA Board of Directors as follows:

1. The Agreements, in substantially the form attached to this Resolution as Exhibits A and B, are hereby approved, with such necessary or desirable modifications additions, deletions or completions as are approved by DBRA legal counsel and the Officers or designated Authorized Agents of the DBRA executing the Agreement.
2. Any two Officers or designated Authorized Agents or one Officer and one designated Authorized Agent of the DBRA are authorized and directed to execute and deliver the Agreement.



3. All resolutions or parts of resolutions or other proceedings in conflict herewith shall be and the same hereby are repealed insofar as such conflict arises.
4. This Resolution shall take effect immediately upon its adoption.

BE IT FINALLY RESOLVED that all of the acts and transactions of any officer or authorized agent of the DBRA, in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

May 8, 2019

# **EXHIBIT A**

Assignment and Assumption Agreement

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Assignment”) is made and entered into as of May \_\_\_\_, 2019, by and between **600 VENTURES, LLC**, a Michigan limited liability company (“Assignor”), **600 VENTURES II, LLC**, a Michigan limited liability company (“Assignee”) and, solely for the purpose of acknowledging and approving the assignment and assumption contemplated herein, the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate (the “DBRA”).

### **RECITALS**

A. On October 18, 2017, DBRA adopted and on November 21, 2017, the Detroit City Council approved a brownfield plan identified as the Brownfield Plan for the Ashton Redevelopment Project (the “Plan”), which contemplated the development of the Subject Property (as defined in the Plan) by Assignor in accordance with the Plan (the “Project”).

B. In accordance with the Plan, Assignor and DBRA entered into that certain Reimbursement Agreement executed on February 23, 2018, attached hereto as Exhibit A (the “Reimbursement Agreement”).

C. Due to changes to the Project as a result of financing and marketing conditions and changes to the principals managing the Project, Assignee is currently the owner of the Subject Property.

D. Assignee shall also be the “Developer” of the Project and shall enter into all contracts related to the construction and rehabilitation of the Project.

E. As a result, Assignee wishes to acquire any and all rights of Assignor under the Reimbursement Agreement and the Plan (collectively, the “Brownfield Documents”).

**NOW, THEREFORE**, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- (1) Assignor hereby assigns, transfers and sets over to Assignee, all of Assignor’s right, title and interest in and to the Brownfield Documents, and Assignee hereby accepts said assignment of the Brownfield Documents.
- (2) Assignee hereby accepts this Assignment and assumes and agrees to be bound by and to perform, pay, discharge, observe and comply with, as applicable, all of the covenants, liabilities, duties, debts, obligations and responsibilities of Assignor pursuant to the Brownfield Documents assigned by this Assignment which arise, accrue or are to be performed on or after the date hereof.
- (3) Assignor has executed this Assignment and Assignee has accepted this Assignment on an “AS IS” basis, without any representation or warranty of whatsoever nature, express or implied by Assignor or DBRA.
- (4) Assignee hereby agrees to indemnify and hold harmless Assignor, its agents, officers and employees from any claims, damages, liabilities, losses and expenses (including attorneys’ fees) arising out of or relating to the Brownfield Documents, for any act or omission having, or claiming to have occurred after the date of this Assignment. Assignor shall indemnify and hold harmless Assignee, its directors, officers, and employees from any claims arising from or relating to the Brownfield Documents for any act

or omission of Assignor, having, or claiming to have, occurred before the date of this Assignment. The obligations of Assignor and Assignee under this paragraph 4 shall survive Closing.

(5) By executing this Assignment, the Assignee hereby acknowledge and agree that is not liable for contamination that is known or may be found on the Subject Property and, with respect to the Subject Property, is not a party liable under section 21026 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.

(6) All notices, payments or communications required by the Reimbursement Agreement to be given to or by Assignee shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the Assignee at the address listed below:

If to Assignee: 600 Ventures II, LLC  
535 Griswold Street, Suite 1410  
Detroit, MI 48226  
Phone: (313) 263-3655  
Attention: Eric Means

(7) This Assignment constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(8) This Assignment may be executed in any number of counterparts, each of which counterpart shall for all purposes be deemed to be an original, but all of which counterparts shall together constitute but one and the same agreement. Signature pages bearing facsimile or electronic (via e-mail) signatures shall be effective for purposes of binding the parties to this Assignment.

(9) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.

(10) Assignor and Assignee shall execute and deliver to the other any further instruments of conveyance, sale, assignment or transfer as may be reasonably necessary to effect the purposes of this Assignment.

(11) This Assignment may only be modified, altered, amended, or terminated by an agreement in writing executed by the parties.

(12) If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision

(13) The parties, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Assignment, participated in the drafting of this Assignment and acknowledge that this Assignment is the product of the joint effort of the parties. In no event shall the terms of this Assignment be construed more strictly against one party than the other party.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

**600 VENTURES, LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

**600 VENTURES II, LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FOR THE SOLE PURPOSE OF ACKNOWLEDGMENT AND APPROVAL ONLY:

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

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

Its: Authorized Agent

and

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

Its: Authorized Agent

**APPROVED AS TO FORM ONLY:**

Lewis & Munday, a Professional Corporation  
Counsel to the City of Detroit  
Brownfield Redevelopment Authority

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



EXHIBIT A

REIMBURSEMENT AGREEMENT

SEE ATTACHED DOCUMENT

# **EXHIBIT B**

Amended and Restated Reimbursement Agreement

**AMENDED AND RESTATED REIMBURSEMENT AGREEMENT**  
**(Ashton Redevelopment Project)**

This Amended and Restated Reimbursement Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2019 by and between **600 VENTURES II, LLC**, a Michigan limited liability company (hereinafter referred to as the “Developer”), and the **City of Detroit Brownfield Redevelopment Authority**, a Michigan municipal corporation (hereinafter referred to as the “DBRA”).

RECITALS:

Developer intends to develop in accordance with the Brownfield Plan (as that term is defined below) approximately 1.49 acres of land situated in the City of Detroit, Wayne County, Michigan (the “City”), as more particularly described on the attached Exhibit A and, together with personal property located thereon, is hereinafter referred to as the “Subject Property.”

The DBRA has been created under Act 381, Public Acts of Michigan, 1996, as amended, (“Act 381”) to promote the revitalization of environmentally distressed areas through the implementation of brownfield plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Subject Property as more particularly described in the Development Agreement (defined herein) (the “Project”), on October 18, 2017, the DBRA adopted and on November 21, 2017 the City Council approved the Brownfield Plan for the Ashton Redevelopment Project (the “Plan” or “Brownfield Plan”) for the Subject Property, under which the Developer may receive, subject to this Agreement, the benefit of reimbursement from Tax Increment Revenues (the term “Tax Increment Revenues” shall have the meaning ascribed to this term in Section 2(ss) of the Act 381) for the cost of Eligible Activities undertaken by the Developer on the Subject Property.

600 Ventures, LLC, the original developer identified in the Plan, and DBRA entered into that certain Reimbursement Agreement, which was fully executed by the parties on February 23, 2018 (the “Original Reimbursement Agreement”); however, the Original Reimbursement Agreement neglected to reference the payment of interest as approved by the Plan and 600 Ventures, LLC subsequently assigned the Original Reimbursement Agreement to the Developer as a result of changes to the Project and changes to the principals managing the Project.

The DBRA and the Developer desire to establish the terms and conditions upon which the DBRA shall utilize Tax Increment Revenues captured pursuant to the Plan to reimburse the Developer for the costs of Eligible Activities undertaken by the Developer. This Agreement shall amend, restate and replace the Original Reimbursement Agreement in its entirety.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Definitions.** Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 381, for purposes of this Agreement; (i) Eligible Activities shall also be considered to include the Plan and any work plan(s) prepared for the Subject Property; (ii) the cost of Eligible Activities shall include the cost of preparing the Plan and any work plan(s); and (iii) Tax Increment Revenues shall only mean and



include such Tax Increment Revenues generated from the sources specified in Section 2 hereof and within the limitations of Section 2(c).

2. Sources and Uses of Tax Increment Revenues.

(a) The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Subject Property that are eligible for capture by the DBRA under Act 381, will comprise the sources of Tax Increment Revenues available to DBRA for purposes of the Plan and to make the reimbursement payments required under this Agreement:

(i) Subject to the approval of the Michigan Department of Environmental Quality (“MDEQ”) and/or the Michigan Strategic Fund (“MSF”) of a work plan, where required under Act 381, for the Eligible Activities to be conducted on the Subject Property (the “MDEQ Work Plan” or the “MSF Work Plan”), taxes levied by the State of Michigan pursuant to the State Education Tax.

(ii) Subject to the approval of a MDEQ Work Plan or the MSF Work Plan, where required under Act 381, levies of the School District of the City of Detroit (the “Detroit School District”).

(iii) Levies of the City of Detroit, Wayne County and other taxing jurisdictions that levy ad valorem or Specific Taxes that are considered Local Taxes under Act 381.

(b) The DBRA shall not be required by this Agreement to use Tax Increment Revenues attributable to the levies by the State of Michigan of the State Education Tax or by the Detroit School District for use other than reimbursement payments to the Developer for Eligible Activities that are part of an approved MDEQ Work Plan or MSF Work Plan, or for Eligible Activities under Act 381 that are permitted to be reimbursed without MDEQ or MSF approval of a work plan. However, this Agreement shall not prohibit DBRA, in its sole discretion, from capturing or using Tax Increment Revenues attributable to the Subject Property for any purpose authorized by Act 381, including, but not limited to, the cost of preparing the MDEQ Work Plan and MSF Work Plan, the cost of the review of the MDEQ Work Plan by MDEQ, the cost of the review of the MSF Work Plan by MSF, the payment of interest, payment to the state brownfield redevelopment fund, and funding of a local brownfield revolving fund.

(c) Anything in this Agreement to the contrary notwithstanding, if the proposed use of Tax Increment Revenues derived from Taxes Levied for School Operating Purposes (as defined in Act 381) on the Subject Property (the “School Taxes”), is not permitted by law or is denied in whole or in part by MDEQ or MSF, the DBRA may approve the use of a combination of Tax Increment Revenues derived from Local Taxes on the Subject Property and the approved portion of School Taxes, if any, to make reimbursement payments under this Agreement, so long as the total amount of such Local Taxes is not greater than the amount of Local Taxes which would have been used for such reimbursement, if the total amount of School Taxes had been approved by MDEQ or MSF, as the case may be. The DBRA shall not be obligated to increase the portion of Local Taxes to be used for reimbursement of Eligible Activities to offset any reduction of available School Taxes made by the MDEQ or MSF. Notwithstanding anything to the contrary in this Agreement, it is understood that if the Subject Property is located within the Downtown Development Authority (DDA) District, the Developer will only be able to capture tax increment revenue derived from “taxes levied for school operating purposes” (as defined by Section 2(uu) of

Act 381) during the life of the Plan and, during the life of the Plan, the DDA will retain the right to capture all Local Taxes, except for Regional Educational Service Agency (RESA), Wayne County Operating (Winter), Wayne County Jail, and Wayne County Parks, which will be captured by the DBRA to cover its administrative fees.

d) Unless otherwise agreed upon by the interested parties and subject to the assignment of this Agreement, the capture of Tax Increment Revenues will continue to accrue to the benefit of the Developer.

e) The parties acknowledge and agree that DBRA shall not be required or obligated to capture any School Taxes in connection with the Plan or this Agreement unless a MDEQ Work Plan or MSF Work Plan is approved by the MDEQ and MSF, respectively.

3. Determination of Eligible Activities Qualified for Reimbursement.

(a) All costs of Eligible Activities attributable to the Subject Property for which the Developer seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

(i) The Eligible Activity is included in the Plan, or in any amendment thereto.

(ii) Subject to clause (iii) below, the cost of the Eligible Activity is included in the Plan, or any amendment or supplement thereto, and the Eligible Activity is conducted in accordance with the terms of the approved MDEQ Work Plan or the approved MSF Work Plan (where applicable or required), the Plan, this Agreement, the Development Agreement(s) relating to the Project (the "Development Agreement"), if any, and all applicable local, state and federal laws, regulations, rules, ordinances, and executive orders.

(iii) The actual costs submitted for reimbursement by the Developer for Eligible Activities (the "Total Costs"), shall not, in the aggregate, exceed the total costs of Eligible Activities set forth in the Plan.

(iv) The Eligible Activity has not occurred on or before the effective date of approval of the Plan by the City Council, November 21, 2017 (the "Effective Date"), unless expressly permitted by Act 381 and approved as an element of the Plan.

(v) For any Eligible Activity that (aa) occurs after the Effective Date, or that is incurred on or before the Effective Date and is permitted by Act 381 and approved as an element of the Plan and (bb) is qualified as an Eligible Activity under Act 381:

(1) The Eligible Activity and the cost of such Eligible Activity are included in an approved MDEQ Work Plan or an approved MSF Work Plan, if so required, or

(2) If the cost of such Eligible Activity is pending approval or ineligible to be approved by MDEQ or MSF or if MDEQ or MSF determines that it will not approve the cost of such Eligible Activity, or if approval by the MDEQ or MSF of a work plan is not required for the Eligible Activity under Act 381, the Eligible Activity and the cost of such Eligible Activity may be approved for reimbursement from Local Taxes by the DBRA in accordance

with Section 2 of the “City of Detroit Brownfield Redevelopment Authority Guidelines for Brownfield Plan Proposals” (the “DBRA Guidelines”) and Section 2(c) hereof.

(vi) The cost of the Eligible Activity is payable from Tax Increment Revenues under Act 381; provided, however, that no costs shall be payable from “taxes levied for school operating purposes,” as defined in Act 381 unless such cost is, if required under Act 381, included in an approved MDEQ Work Plan or an approved MSF Work Plan.

(b) Developer understands and agrees that any reimbursement by or on behalf of the DBRA of any expenses for approved activities shall be only for “Eligible Activities” as defined in Act 381 and described in the Plan or for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of Developer contemplated by this Agreement shall only occur to the extent that Tax Increment Revenues are generated from the Subject Property and those Tax Increment Revenues or other revenue is available under Act 381 and this Agreement for the making of reimbursements to the Developer.

(c) The Developer agrees to pay, subject to reimbursement if included in the Plan, or reimbursable from Tax Increment Revenues as provided in Section 1.B and 2 of the DBRA Guidelines, all costs of preparing the MDEQ Work Plan and MSF Work Plan.

(d) Developer shall copy or provide DBRA with all correspondence and materials or documents provided to MDEQ and/or MSF that are related to the Subject Property or Eligible Activities on the Subject Property.

(e) Developer understands and agrees that before any reimbursement by, or on behalf of, the DBRA of any expenses for Eligible Activities may occur, DBRA must receive written confirmation from the Civil Rights, Inclusion and Opportunity Department of the City (“CRIO”) confirming the Developer’s compliance with any applicable City executive orders, including, but not limited to, City Executive Order 2016-1. For purposes of satisfying the requirement set forth in this Section 3(e), DBRA acknowledges and agrees that DBRA’s receipt of either a conditional or unconditional clearance letter from CRIO shall satisfy this requirement.

#### 4. DBRA Reimbursement Payments to Developer.

(a) From time to time, but not more frequently than quarterly without approval of the DBRA, Developer may submit to the DBRA, prior to completion of all Eligible Activities included in the Plan, a Certification for Reimbursement seeking reimbursement of costs paid or incurred by Developer to complete certain Eligible Activities that are eligible for reimbursement pursuant to this Agreement and the Plan. Such certification shall include a narrative of the approved activities performed certifying that such activities have been completed in the manner and in compliance with the terms of the Plan and the Plan’s supporting documents, that such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381 and this Agreement, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, any substantiating documentation that is reasonably requested by the DBRA, and the sworn statement described in Section 10(a)(v) (collectively, the “Submission”). Furthermore, none of the costs for which reimbursement is requested shall represent costs that: (i) have been paid for with a grant or loan that has been forgiven; or (ii) are costs for which a credit was received by the Developer.

(b) Within sixty (60) days of its receipt of such certification and supporting documentation, the DBRA shall complete its review of the Submission to confirm that such activities qualify for reimbursement under this Agreement and the Plan and shall advise Developer in writing (“Written Determination”) of its confirmation, or if any activities do not so qualify, the specific reasons why the DBRA believes that such activities do not so qualify.

(c) Except for costs of Eligible Activities payable under Section 5 below, to the extent that such Submission is approved, the DBRA shall cause Developer to be paid the amounts approved within seventy-five (75) days after the date of Submission, but only to the extent that Tax Increment Revenues attributable to the Subject Property have been submitted by the City and County Treasurers to the DBRA. If sufficient Tax Increment Revenues attributable to the Subject Property are not available at the time a Submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Subject Property that are next received by the DBRA and that are not otherwise allowed to be used for purposes permitted by Section 5 below. The DBRA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that the Subject Property’s taxes have been paid.

(d) To the extent that a Written Determination is provided indicating that any portion of such Submission is not approved, any authorized representative of the DBRA and Developer shall, upon the written request of either party within fourteen (14) days after receipt of the Written Determination, meet promptly to discuss the reasons the submission (or any portion thereof) was not approved and the conditions pursuant to which Developer can obtain approval of such disallowed request, if feasible, and Developer and DBRA agree to work cooperatively and diligently to resolve and or comply with any such conditions.

(e) The Developer shall notify the DBRA of the completion of Eligible Activities for which reimbursement may be sought under this Agreement and will execute and deliver to DBRA and the City a Certificate of Completion, substantially in the form attached hereto as Exhibit B, within one hundred eighty (180) days after the date of completion of all of the Eligible Activities for which reimbursement is sought under this Agreement. The Developer may receive progress payments under Section 4(c) for costs incurred for Eligible Activities prior to submitting the Certificate of Completion. In order to receive progress payments under Section 4(c), Developer shall execute and deliver to DBRA a Certificate of Reimbursement, substantially in the form attached hereto as Exhibit C, within one hundred eighty (180) days after the date of completion of the Eligible Activities for which reimbursement is sought under this Agreement.

(f) The DBRA has determined that subject to 2(c) above, the Plan includes reimbursement of interest for expenditures on Eligible Activities with the initial internal rate of return (the “IRR”) calculated for the Brownfield Plan that does not exceed twenty percent (20%). Interest shall be calculated on the local portion of the principal balance of unreimbursed Eligible Activities, applying simple (not compounding) interest, at a rate of five percent (5%). The parties acknowledge that the Developer intends to apply for and receive a tax abatement under the Obsolete Property Rehabilitation Act, PA 146 of 2000, as amended (hereinafter referred to as the “OPRA”) and a tax abatement under the Commercial Rehabilitation Act, PA 210 of 2005, as amended (hereinafter referred to as the “PA 210”). Interest shall accrue annually from the date when Eligible Activities begin or the date of the expiration of the OPRA or PA 210, whichever is later, and shall not exceed the term stated in the Brownfield Plan. Notwithstanding anything to the contrary in this subsection (f) or Attachment F of the Plan, DBRA shall, first, reimburse the Developer for interest on unreimbursed Eligible Activities before using any Local Taxes to pay down the local portion of

the principal balance of unreimbursed Eligible Activities. In no event shall the DBRA reimburse for interest accrued as a result of non-payment of taxes.

The Parties agree that after five (5) years of TIF capture, the DBRA shall have the right to have the IRR projection recalculated. Such recalculation shall be based on using the previous five (5) years of actual data and the upcoming five (5) years of projected data. To the extent such recalculation exceeds an internal rate of return of twenty percent (20%), then the DBRA may eliminate or reduce the interest rate to a rate where the projected internal rate of return does not exceed twenty percent (20%). Notwithstanding anything herein to the contrary, any elimination or reduction in interest rate provided hereunder shall only apply to interest calculations and reimbursements after the recalculation and in no event shall affect any interest calculations or reimbursements for the previous five (5) years.

The DBRA may only use School Taxes to reimburse interest for expenditures on the baseline environmental assessment, due care, and additional response activities so long as the MDEQ has approved the MDEQ Work Plan that included these activities. The DBRA may use School Taxes to reimburse interest for expenditures on other eligible activities not identified above so long as MSF has approved the MSF Work Plan that includes these activities.

(g) In the event that the Developer, after approval of a Plan by the DBRA and Detroit City Council, subsequently adds or the DBRA later becomes aware of, a land bank incentive financing component to a Project, inclusion in the City of Detroit Land Bank, Wayne County Land Bank or the State of Michigan Land Bank, subject to the sole discretion of the DBRA, the Developer will not be eligible for reimbursement pursuant to this Agreement until such time as an amended Plan, which includes such a financing component, is submitted and approved by the DBRA and the City Council.

(h) Anything in this Agreement to the contrary notwithstanding, the Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Subject Property, and shall use the Subject Property in accordance with the Plan and the Development Agreement, if any, for the term of this Agreement; and if the Developer shall fail to do so, the DBRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists, following the resolution of which any withheld reimbursements shall be paid in accordance with this Agreement.

5. DBRA Administrative and Operating Costs.

(a) The DBRA shall retain and use annual Tax Increment Revenues attributable to the Subject Property to pay administrative and operating expenses of the DBRA and to conduct other activities permitted under Act 381, from the annual Tax Increment Revenues attributable to the Subject Property. The amount the DBRA shall retain shall be the maximum amount authorized to be captured under Act 381; however, for purposes of this Agreement, in no event shall such amount exceed 15% of annual tax increment revenues. In the event, and only if, the Developer is approved for the OPRA and/or the PA 210, the DBRA shall defer its collection of all or a portion of the amount permitted by this Section 5 only to the extent that there is not enough Local Taxes to cover such amount (the "Deferred Amount") and such Deferred Amount shall be collected by DBRA, in addition to such other amounts permitted by this Section 5, in the manner set forth in Attachment F of the Plan.

(b) An initial annual amount of fifteen percent (15%) of annual tax increment revenues shall be retained from annual Tax Increment Revenues subject to Section 5(d) below (the “DBRA Administrative Fee”). The DBRA Administrative Fee may be adjusted upward or downward (but in no event greater than 15% of annual tax increment revenues) by multiplying the ratio that the levies of Taxes upon the Captured Assessed Value of the Subject Property bears to the levies of Taxes upon the Captured Assessed Value of all eligible property from which the DBRA captures Tax Increment Revenues with respect to the tax year in question, to meet the requirements stated in Section 5(a) above.

(c) The DBRA may retain the DBRA Administrative Fee permitted by this Section 5 prior to making any reimbursement under Section 4.

(d) Subject to subsection (f) below, the DBRA Administrative Fee retained pursuant to this Section 5 may be generated only from Tax Increment Revenues attributable to the levies of Local Taxes upon the Subject Property and after the expiration of any property tax abatements.

(e) If all amounts retained by the DBRA from Tax Increment Revenues attributable to the levy of Local Taxes for any year exceed the maximum amount authorized to be captured under Act 381, the excess shall be redistributed to the Developer for reimbursement of expenses incurred from the performance of Eligible Activities in accordance with this Agreement.

(f) Notwithstanding anything to the contrary in this Agreement, in the event that the actual amount of tax increment revenues captured annually for the Plan is not sufficient to allow DBRA to collect the DBRA Administrative Fee pursuant to this Section 5, then an amount equal to not more than ten percent (10%) of the annual tax increment revenues shall be deferred and accrue until eligible tax increment revenues are sufficient to pay the accrued and deferred portion of the DBRA Administrative Fee as well as the current DBRA Administrative Fee. Notwithstanding anything to the contrary in this Section 5, in no instance shall DBRA receive less than five (5%) of annual tax increment revenues (the Minimum Fee”) annually and, to the extent, that the actual amount of tax increment revenues captured annually for a Plan is not sufficient to allow DBRA to collect at least the Minimum Fee, then the Developer shall be required to pay an amount equal to the shortfall in the DBRA Administrative Fee below the Minimum Fee directly to DBRA (the “Direct Payment”). Failure by the Developer to make this Direct Payment within thirty (30) days of when requested by DBRA in writing shall constitute a default under this Agreement.

6. Application and Processing Fees.

All processing and application fees related to the Plan and this Agreement shall be payable by the Developer to the DBRA.

7. Indemnification.

(a) Developer indemnifies, defends and holds harmless DBRA, and any and all of its past, present and future members, officials, employees, representatives, agents and consultants (collectively, the “Indemnified Persons”), from any and all losses, demands, claims, actions, causes of action, assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the actual reasonable fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by DBRA or an Indemnified Person and which are resulting from, relating to, or arising out of any of the following:

(i) Any order of the State, any agency thereof, or a court of competent jurisdiction, under the process described in Section 7(a)(vi) below, requiring that the State of Michigan or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the DBRA is determined by the State, any agency thereof, or a court to be allowed by law to use for such reimbursement, with the exception of:

- (1) any payments received by the DBRA under Section 5,
- (2) any payments received by the Developer for Eligible Activity performed before the Effective Date of the Plan and which are approved within the DBRA Plan, and
- (3) any Tax Increment Revenues required to be repaid under Section 8.

(ii) Any act or omission of the Developer, after taking title to the Subject Property, with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Subject Property, including any failure by the Developer to take any affirmative action required by law to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition.

(iii) Any release of a hazardous substance or any other contaminant on the Subject Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any State or Federal environmental law, rule or regulation arising out of, caused by or due to an act, error or omission by the Developer.

(iv) The acquisition, construction, equipping and undertaking of Eligible Activities for the Subject Property.

(v) The acquisition, construction, equipping and operation of the business of the Developer on the Subject Property.

(vi) In the event any person challenges or otherwise asserts that the State of Michigan or any other taxing jurisdiction must be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement, the DBRA shall provide written notice of such challenge or assertion and provide the Developer with the opportunity to defend such challenge or assertion and Developer shall not be required to repay or reimburse any such funds until a court order addressing such issue has been issued and no right of appeal remains.

(vii) In the event of any disagreement between the members, managers, shareholders, directors or officers of the Developer which result in conflicting instructions to, or adverse claims or demands upon the DBRA with respect to the payment of the reimbursement contemplated by this Agreement, the DBRA shall refuse to comply with any such instructions, claim or demand so long as such disagreement shall continue, and in so refusing the DBRA shall not release the reimbursement. The DBRA shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions or

adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (1) shall have been adjusted by written agreement executed by all necessary parties and the DBRA shall have been notified in writing thereof or (2) shall have finally been determined in a court of competent jurisdiction. The DBRA, at its sole discretion, may file an interpleader action. Upon depositing the reimbursement with a court of competent jurisdiction, the DBRA shall be released from any further liability under this Agreement with respect to said reimbursement. Charges for attorney fees and court costs in connection with this action may be deducted from the reimbursement contemplated by this Agreement.

(b) The DBRA may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any indemnification obligation of the Developer under this Section 7.

(c) Prior to the commencement of the Project, the Developer, at its cost, shall obtain and maintain throughout the entire construction period of the Project until a Certificate of Occupancy (temporary or permanent) has been issued by the municipal authority having jurisdiction over the Subject Property, and require its contractors engaged in the Project to obtain and maintain commercial general liability insurance in the amount of at least \$1,000,000 for any single event and \$2,000,000 in the aggregate, against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Subject Property and, Developer shall provide the DBRA with a certificate evidencing such insurance and that the Developer has the statutorily required workers' compensation insurance (if any is so required). The liability policies shall name the City and the DBRA as additional insureds (excluding coverages for which this is not available). All policies shall be provided by insurers qualified to write the respective insurance in the State of Michigan, be in such form and include such provisions as are generally considered standard provisions for the type of insurance involved, and, if commercially available, prohibit cancellation or substantial modification without at least thirty (30) days written notice to the DBRA or its authorized agent. Any loss or damage against which the DBRA is indemnified under Section 7(a) above that is recovered by such insurance shall offset the liability of the Developer to DBRA under this Agreement.

(d) If any suit, action or proceeding is brought against the DBRA or any Indemnified Person related to the subject matter hereof, that action or proceeding shall be defended by counsel to the DBRA or the Developer, as the DBRA shall determine. If the defense is by counsel to the DBRA, the Developer shall indemnify the DBRA and Indemnified Persons for the reasonable cost of that defense including reasonable counsel fees. If the DBRA determines that the Developer shall defend the DBRA or Indemnified Person, the Developer shall immediately assume the defense at its own cost. The Developer shall not be liable for any settlement of any proceedings made without its consent (which consent shall not be unreasonably withheld, delayed or conditioned).

(e) The Developer shall also indemnify the DBRA for all actual reasonable costs and expenses, including actual reasonable counsel fees, incurred in:

(i) enforcing any obligation of the Developer under this Agreement or any related agreement to which the Developer is a party,

(ii) taking any action requested by the Developer, or

(iii) to the extent that such cost or expense exceeds or is not subject to Section 5 herein, taking any action on behalf of the Developer that is required of the Developer, or



which is otherwise considered necessary by the DBRA, under this Agreement or any related agreement to which the Developer is a party.

(f) The obligations of the Developer under this section shall survive any assignment or termination of this Agreement.

(g) The Developer shall not be obligated to indemnify the DBRA or any Indemnified Person under subsection (a), to the extent a court with competent jurisdiction finds that the liability in question was caused by the gross negligence of the DBRA or the involved Indemnified Person(s), unless the court determines that, despite the adjudication of liability but in view of all circumstances of the case, the DBRA or the Indemnified person(s) is (are) fairly and reasonably entitled to indemnity for the expenses which the court considers proper.

#### 8. Loss of Revenue from a Taxing Jurisdiction

It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Developer pursuant to this Agreement, the Developer agrees to repay to the DBRA the captured Tax Increment Revenues previously paid to Developer pursuant to this Agreement and the DBRA agrees to reimburse the Developer, from future capturable revenues, any such repayment by the Developer .

#### 9. Effective Date.

This Agreement shall take effect upon the execution date of the DBRA or Developer, whichever is later.

#### 10. Developer Obligations, Representations and Warranties; Termination and Enforcement.

(a) Developer represents and warrants the following:

(i) With respect to the Subject Property, Developer is not a party liable under section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.

(ii) The Subject Property qualifies as eligible property under Act 381.

(iii) Unless otherwise agreed to in writing by the DBRA, Eligible Activities will begin within eighteen (18) months after the Effective Date and be completed in the manner and in compliance with the terms of the Plan within three (3) years after execution of this Agreement. Notwithstanding anything to the contrary in this subsection, any long-term monitoring or operation or maintenance activities or obligations that may be required will be performed in compliance with the terms of the Plan or MSF Work Plan or MDEQ Work Plan and any documents prepared pursuant to such Plan or MSF Work Plan or MDEQ Work Plan.

(iv) Neither the Plan nor the development of the Subject Property include a land bank incentive financing component from, and the Subject Property is not and will not be included in, the City of Detroit Land Bank, Wayne County Land Bank or State of Michigan Land Bank.

(v) Except for the OPRA and PA 210, the Subject Property is not subject to any current or pending property tax adjustments, property tax abatements or property tax assessment appeals, not previously disclosed in writing to DBRA, and the Developer shall provide a sworn statement to the DBRA prior to each reimbursement under this Agreement indicating whether such an adjustment, abatement or appeal is then pending. In the event the Subject Property becomes subject to any property tax adjustments, property tax abatements or property tax assessment appeals (pending or otherwise) during the term of the Plan, the Developer shall immediately provide the DBRA with written notice of such event and the effective date of any adjustment, abatement or appeal; and upon receipt of said notice, the DBRA shall adjust the amount of Tax Increment Revenue available for capture pursuant to the Plan and future reimbursements to the Developer under this Agreement to the extent impacted by the adjustment, abatement or appeal. The Developer acknowledges that said adjustment, abatement or appeal may result in the repayment of any captured Tax Increment Revenue previously paid to the Developer pursuant to this Agreement and the Developer agrees to repay to the DBRA the captured Tax Increment Revenues previously paid to Developer in such amounts requested by the DBRA to the extent impacted as a result of such adjustment, abatement or appeal. The DBRA may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any repayment obligation of the Developer under this Section 10(a)(v).

(vi) On the first anniversary of the Effective Date and subsequently recommencing on each annual anniversary thereof, the Developer shall execute and deliver a report, substantially in the form attached hereto as Exhibit D, to the DBRA regarding the status of the Project and said report shall include all information necessary for the DBRA to report to the City, MDEQ and/or MSF under section 16(3) of Act 381. The DBRA may waive this requirement in writing in its sole discretion. The DBRA may, at its discretion and without consent of the Developer, withhold any amount owing to the Developer under this Agreement in the event Developer fails to comply with this Section 10(a)(vi).

(vii) If applicable, the Developer shall provide the DBRA with advance notice of any proposed amendments to the Development Agreement and shall provide DBRA with a fully-executed copy of any amendment, modification or addendum to the Development Agreement.

(viii) Developer shall comply with the DBRA Guidelines, as amended.

(ix) Developer shall comply with any and all applicable local, state and federal laws, regulations, rules, ordinances, and executive orders.

(b) The DBRA may terminate this Agreement should Developer (1) fail to fulfill in a timely and proper manner any of its obligations under this Agreement; or (2) violate a representation or warranty in Section 10(a); or (3) upon the termination of the Development Agreement, if any, as it pertains to the Subject Property; or (4) Developer fails to complete the development project as substantially described in the Plan, subject to changes to the development

project approved by DBRA; provided that before such termination the DBRA shall deliver to the Developer a written notice of termination specifically describing the breach causing issuance of the notice of termination, unless otherwise stated herein, and the Developer shall have thirty (30) days after delivery of the notice to cure such breach; provided however, if the nature of the breach is such that thirty (30) days is not a reasonable time to complete the cure, then provided Developer has commenced activities to cure the breach and is diligently pursuing the cure of the breach, Developer shall have a reasonable time to cure the breach, provided, however, in no event shall such cure period exceed ninety (90) days without the prior written consent of DBRA. If the Developer cures within the time allowed (as may be extended), then this Agreement shall not be terminated for the breach. If the Developer does not cure, then the termination shall be effective on the 31st day after the notice of termination is delivered unless the cure period is extended pursuant to this Section. Notwithstanding anything to the contrary in this Section 10(b), the Developer acknowledges and agrees that no cure period shall be provided to the Developer with respect to a default by Developer in connection with the representations and warranties described in Section 10(a)(i)-(iv) or upon the termination of the Development Agreement.

(c) Upon the effective date of the termination of this Agreement, the DBRA shall have no further obligation under this Agreement to make any payments to Developer in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Developer.

(d) In lieu of termination, the DBRA may seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it at law or equity.

#### 11. Miscellaneous.

(a) Developer and the DBRA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.

(b) This Agreement shall be binding upon and inure to the benefit of Developer and the DBRA, and their respective heirs, successors, assigns and transferees. The rights and/or obligations hereunder are assignable to any entity, except to a party liable under section 20126 of 1994 PA 451, subject to approval of the DBRA, which shall not be unreasonably withheld or delayed. In the event of any assignment or transfer of any right or obligation hereunder, such assignment or transfer shall be subject to all provisions under this Agreement. This Agreement shall not be affected or altered in any way by any sale, lease, or other disposition or sale of all or a portion of the Subject Property.

(c) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.

(d) This Agreement may be signed in counterparts.

(e) In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.

(f) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.

(g) This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(h) A party may waive any default, condition, promise, obligation or requirement applicable to any other party hereunder, provided that any such waiver shall apply only to the extent expressly given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the waiving party, and all amendments hereto must be in writing and signed by the appropriate officers of all of the parties.

(i) In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other agreement, document or understanding of the parties, this Agreement shall control.

(j) All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or sent by facsimile (promptly confirmed in writing) or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the DBRA:

Authorized Agent  
City of Detroit Brownfield  
Redevelopment Authority  
500 Griswold Street, Suite 2200  
Detroit, MI 48226  
Phone: (313) 963-2940  
Fax: (313) 963-8839

With a copy to:

Rebecca Navin, Esq.  
General Counsel  
Detroit Economic Growth Corporation  
500 Griswold Street, Suite 2200  
Detroit, MI 48226  
Phone: (313) 237-4627  
Fax: (313) 963-2940  
Email: [rnavin@degc.org](mailto:rnavin@degc.org)

and

Municipal Law Department  
Lewis & Munday, P.C.  
535 Griswold Street, Suite 2300  
Detroit, MI 48226  
Phone: (313) 961-2550  
Fax: (313) 961-1270

If to the Developer:

Eric Means  
600 Ventures II, LLC  
535 Griswold Street, Suite 1410  
Detroit, MI 48226  
Phone: (313) 263-3655

*[Signatures follow on next page]*

**DEVELOPER:**

600 VENTURES II, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN                     )  
   ) ss.  
COUNTY OF WAYNE                     )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, the \_\_\_\_\_, of 600 Ventures II, LLC, a  
Michigan limited liability company on behalf of said entity.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Michigan                     County,  
My                     Commission                     Expires:  
\_\_\_\_\_

**CITY OF DETROIT BROWNFIELD  
REDEVELOPMENT AUTHORITY,**  
a Michigan municipal corporation

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

Its: Authorized Agent

and

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

Its: Authorized Agent

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF WAYNE                    )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, and \_\_\_\_\_, the Authorized Agents,  
respectively, of the City of Detroit Brownfield Redevelopment Authority.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County,  
Michigan  
My            Commission           Expires:  
\_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

Lewis & Munday, a Professional Corporation  
Counsel to the City of Detroit  
Brownfield Redevelopment Authority

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

**EXHIBIT A**

**Legal Description of Subject Property**

[See attached document]



**EXHIBIT B**

**Certificate of Completion**

TO: CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, the \_\_\_\_\_ of \_\_\_\_\_ (the "Developer") hereby certifies as follows for and on behalf of the Developer in connection with certain activities at the Property (as hereinafter define):

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Brownfield Plan (the "Plan") approved by the Detroit Brownfield Development Authority (the "DBRA") for the property located at \_\_\_\_\_ (the "Property"). No proceedings have been taken or are pending to amend, surrender or cancel the Plan.

2. Attached hereto as Exhibit B is the true, correct and complete copy of all documents that set forth the activities to be completed in preparation of or pursuant to the Plan for the Property, which may include without limitation, the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Baseline Environmental Assessment, Due Care Plan, Michigan Department of Environmental Quality work plan or remedial action plan, and the Michigan Strategic Fund work plan (collectively, the "Documents").

3. Attached hereto as Exhibit C is a copy of the Certificate of Occupancy (temporary or permanent) issued by the municipal authority having jurisdiction over the Property as evidence that the construction of the Project has been completed in accordance with the construction permits issued by the municipal authority.

4. Except as otherwise set forth in Exhibit B, all activities or obligations set forth in the Documents have been completed in the manner and in compliance with the terms of the Documents; provided, however, that any long-term monitoring or operation or maintenance activities or obligations set forth in the Documents, will be performed in compliance with the terms of the Documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

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

**EXHIBIT C**

**Certificate of Reimbursement**

TO: CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, as the \_\_\_\_\_ of \_\_\_\_\_ (ENTITY NAME), a \_\_\_\_\_ (STATE) \_\_\_\_\_ (TYPE OF ENTITY) (the "Developer"), submits this certification pursuant to the Reimbursement Agreement executed between the Developer and the Detroit Brownfield Development Authority (the "DBRA") on \_\_\_\_\_ (the "Reimbursement Agreement"). As \_\_\_\_\_ of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. As \_\_\_\_\_ of Developer, I am authorized to execute and deliver this certification, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the "Plan") approved by the DBRA and the Reimbursement Agreement for the property located at \_\_\_\_\_ (the "Property").

2. Attached as Exhibit A is a narrative description of the activities that have been completed for the Property as of the date of this Certification for which the Developer seeks reimbursement. These activities qualify as Eligible Activities under Act 381, Public Acts of Michigan, 1996, as amended, and are eligible for reimbursement pursuant to the Plan and the Reimbursement Agreement. The activities set forth in Exhibit A have been completed in the manner and in compliance with the terms of the Plan and the Plan's supporting documents.

3. Attached as Exhibit B are true, correct and complete copies of all: (a) documents or reports for which reimbursement is requested; (b) invoices covering the activities for which the Developer seeks reimbursement; and (c) substantiating documents for such invoices.

4. The Subject Property is not subject to any current or pending property tax adjustments or property tax assessment appeals, except as previously disclosed to the DBRA in writing.

5. None of the costs for which reimbursement is requested represent costs that: (a) have been paid for with a grant or forgivable loan; or (b) are costs for which a credit was received by the Developer.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for Reimbursement on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of Developer.

\_\_\_\_\_  
Notary Public

Acting in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT D**  
**ANNUAL ACTIVE PROJECT REPORTING FORM**

TO: THE DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

The undersigned, as the \_\_\_\_\_ of \_\_\_\_\_ (ENTITY NAME), a \_\_\_\_\_ (STATE) \_\_\_\_\_ (TYPE OF ENTITY) (the "Developer"), submits this reporting form pursuant to the Reimbursement Agreement executed between the Developer and the Detroit Brownfield Development Authority (the "DBRA") on \_\_\_\_\_ (the "Reimbursement Agreement"). As \_\_\_\_\_ of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. As \_\_\_\_\_ of Developer, I am authorized to execute and deliver this reporting form, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the "Plan") approved by the DBRA and the Reimbursement Agreement for the property located at \_\_\_\_\_ (the "Property").

2. Attached as Exhibit A is a report on the status of the Project (as defined in the Plan) and contains the information necessary for the DBRA to report to the City of Detroit, Michigan Department of Environmental Quality and/or the Michigan Strategic Fund under section 16(3)(f), (j), (i), (j), and (k) of Act 381, Public Acts of Michigan, 1996, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Annual Active Project Reporting Form on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of Developer.

\_\_\_\_\_  
Notary Public

Acting in \_\_\_\_\_ County,  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**DBRA**

BROWNFIELD REDEVELOPMENT AUTHORITY

500 Griswold, Suite 2200  
Detroit, MI 48226

**EXHIBIT A TO EXHIBIT D**

**ANNUAL ACTIVE PROJECT REPORT**

DATE	
PROJECT NAME	
STATUS OF PROJECT	
TOTAL CAPITAL INVESTMENT	
SQUARE FEET OF REHABILITATED RESIDENTIAL	
NUMBER OF RESIDENTIAL UNITS	
SQUARE FEET OF RETAIL	
SQUARE FEET OF COMMERCIAL	
SQUARE FEET OF INDUSTRIAL	
*LINEAR FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. green storm water projects, sewer line, water line, curb, etc.)	
* SQUARE FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. parking structures, green storm water projects, sidewalk, road, alley, etc.)	
NUMBER OF TEMPORARY JOBS CREATED	
PERCENTAGE OF TEMP. JOBS WITH DETROIT RESIDENTS	
NUMBER OF PERMANENT JOBS CREATED	
NUMBER OF PERMANENT JOBS CREATED WITH DETROIT RESIDENTS	
NUMBER OF JOBS RETAINED	
*only if costs are part of tax increment financing reimbursement request	

**AFFIDAVIT**

**Certification of Information**

State of Michigan     )  
  )  
County of Wayne     )

I, \_\_\_\_\_, being first duly sworn, depose and hereby represent and warrant  
*(Name of Company Officer)*  
on behalf of \_\_\_\_\_ (“Company”) that: (i) the information  
*(Name of Company)*

provided on the attached City of Detroit Brownfield Redevelopment Authority Annual Active Project Report, and any supporting documentation attached thereto, is true and accurate to the best of my knowledge as of the date submitted to the City of Detroit Brownfield Redevelopment Authority; and (ii) the undersigned is fully authorized to provide said certification on behalf of the Company.

\_\_\_\_\_  
*(Name of Company)*

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

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
Wayne County  
My Commission Expires: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
I “To the best of my knowledge” shall mean (a) in the case of an individual, a particular fact or matter actually known or which could be expected to be known after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, and (b) in the case of an Entity, if any individual who is serving as an executive officer or manager has, or at any time had, actual knowledge or could have been expected to know after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, of such fact or other matter.



**CODE DBRA 19-05-262-18**

**LAND ASSEMBLY PROJECT: AUTHORIZATION TO ENTER INTO DEVELOPMENT AGREEMENT WITH FCA AND CITY**

**WHEREAS**, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority ("**DBRA**") at the request of the City of Detroit (the "**City**"), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC ("**FCA**"), DBRA and the City relating to the following investment proposed by FCA in the city of Detroit (the "**Project**"):

- Construct 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; and
- Invest approximately \$900 million at its Jefferson North Assembly Plant, located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs; and

**WHEREAS**, as contemplated by the MOU, representatives of FCA, DBRA and the City have negotiated the terms of a development agreement (the "**Development Agreement**"), a summary of which is attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to the Development Agreement, the DBRA will agree to assemble and prepare certain land for FCA's use consistent with **Exhibit B** attached hereto and FCA will agree to construct the Mack Engine Plan, a development plan of which is attached hereto as **Exhibit C**.; and

**WHEREAS**, DBRA staff seeks the Board's approval to negotiate and execute a Development Agreement, consistent with the terms of **Exhibits A, B** and **C**; and

**WHEREAS**, the Project is consistent with the DBRA's purposes of promoting the revitalization and reuse of certain properties and is otherwise consistent with its powers and purposes.

**NOW, THEREFORE, BE IT RESOLVED**, that the DBRA Board of Directors hereby authorizes the DBRA to negotiate and execute a Development Agreement consistent with the terms of **Exhibits A, B** and **C**, together with such other terms as agreed by DBRA's Authorized Agents and approved by counsel, not inconsistent with the terms set forth herein.

**BE IT FURTHER RESOLVED**, that any one of the officers and any one of the Authorized Agents of the DBRA or any two of the Authorized Agents of the DBRA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DBRA.

**BE IT FINALLY RESOLVED**, that all of the acts and transactions of any officer or Authorized Agent of the DBRA, in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the

foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

May 8, 2019



**EXHIBIT A**  
**Summary of Development Agreement**

**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 \$107,590,000<sup>2</sup> 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.
- 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.

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<sup>2</sup> The State component only represents State funds requested by the City in support of the project.

## EXHIBIT B Site Preparation Activities

FCA

DRAFT – FOR DISCUSSION PURPOSES ONLY  
WCPS 04/25/2013

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### SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

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#### General (excluding Parcels 6 and 10)

1. Obtain all necessary permits and approvals for site work included in this Scope of Work, provide copy to FCA that all blight issues are resolved.
2. All removed/demolished materials to be disposed off-site, including any contaminated materials and excavated soils in accordance with all applicable local, state and federal Environmental Laws and to the extent identified for each individual site.
3. Provide barricading, street closures and signage as required.
4. Contractor or DBRA to provide third-party QA/QC testing for this Scope of Work.
5. Provide soil erosion and sedimentation control measures to areas of work and adjacent impacted roads. Maintain for the duration of your work. SESC measures to remain in place at completion of your work.
6. Provide City of Detroit, Public Lighting Department, AHJ, and Utility permits and inspections as required.
7. Complete Phase I and II Environmental Site Assessments and any DBRA Environmental Activities, and provide associated documentation to FCA, as appropriate per the requirements of the Development Agreement.
8. Each site shall be turned over at a consistent grade with variance within 3", to apply only to those sites where excavation is being undertaken.
9. Include complete removal and disposal of rubble, debris and impacted fill identified within the top 2 feet below grade, if any, for previously removed or backfilled structures (buildings, houses, garages, etc.) in accordance with all applicable local, state and federal Environmental Laws. Verify locations of previous structures using, but limited to historical aerial photographs.
10. Document pre and post demolition activities to allow for verification of appropriate disposal of all regulated waste associated with building materials and contents, including, but not limited to asbestos and lead based paint.
11. Provide sites clear of trash and debris at turn over.
12. Remove inactive utilities (above and below grade to a depth of 2 feet) to property line providing utility connection point on each property for future tie in.
13. Coordinate with all Utility Companies and ensure all incoming utilities are documented, decommissioned and made safe prior to any activity on site. Ensure proper sign-offs by each Utility Company are completed.
14. Remove any miscellaneous debris and stockpiled soils that are on the surface of the site.

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**SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES**

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15. Document and turn over to FCA any as-built drawings showing work performed, UG utilities remaining, etc.

**Parcels 1, 1A, 8, 8A and 8B only**

1. Road, sewers and curbs for St Jean road to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Remove and dispose of existing Berms west of St Jean including existing sidewalks, retaining walls, and streets landlocked within limits (any streets within newly established west property lines) in accordance with all applicable local, state and federal Environmental Laws. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 6" of 1" to 3" crushed concrete or stone. Remove topsoil to the extent identified and replace with clean compactable fill.
3. Remove and dispose of electrical and communication feeds back to source along St Jean and any streets that intersect the alley (including all existing poles and bases) in accordance with all applicable local, state and federal Environmental Laws.
4. Remove all brush/trees and any miscellaneous debris from the surface of the site.
5. For each structure (building, houses, garages, etc.) to be removed:
  - a. Provide asbestos survey
  - b. Arrange with the proper authority to disconnect water
  - c. Arrange for disconnect of gas service
  - d. Arrange for electrical disconnection
  - e. Provide required 10 day notice process prior to demolishing the structure.
6. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
7. Provide compaction testing results for all new fill areas to verify the areas have been properly filled.
8. In Site 8B only, Excavate area for future detention pond as required by engineering plans.

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SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

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**Parcels 4 and Part of 3**

1. Road, sewers and curbs for Mack Service Road to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 12" of 1" to 3" crushed concrete or stone and an additional 12" of engineered fill (21AA).
3. Remove and dispose of electrical and communication feeds back to source along Mack Service Drive and any streets that intersect the alley in accordance with all applicable local, state and federal Environmental Laws. (Including all existing poles and bases).
4. Remove all brush/trees and any miscellaneous debris from the surface of the site.
5. For each structure (building, houses, garages, etc.) to be removed:
  - a. Provide asbestos survey
  - b. Arrange with the proper authority to disconnect water
  - c. Arrange for disconnect of gas service
  - d. Arrange for electrical disconnection
  - e. Provide required 10 day notice process prior to demolishing the structure.
6. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor.
7. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
8. Provide compaction testing results for all fill areas to verify the areas have been properly filled.

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**SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES**

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**Parcel 7A2**

1. Road, sewers and curbs for St Jean to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Cut grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 6" of 1" to 3" crushed concrete or stone and an additional 8" of engineered fill (21AA).
3. Remove all brush/trees and any miscellaneous debris from surface of site.
4. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor.
5. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
6. Provide compaction testing results for all fill areas to verify the areas have been properly filled.

**Parcel 7C**

1. Road, sewers, and curbs for St Jean and Shoemaker to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Completely demolish existing abandoned building, existing foundations, grade beams, grade walls, pits, trenches, vaults, stack, site walls and site fencing, concrete/asphalt paving or any other obstructions to a depth of two (2) feet below grade in accordance with all applicable local, state and federal Environmental Laws. Document and turn over to FCA prior to property transfer.
3. Removal of all existing utilities servicing existing commercial building:
  - a. Disconnect the NG piping to PRV station and remove the UG piping to the mains.
  - b. Disconnect the city water piping and cap at the main.
  - c. Disconnect the sanitary line and cap at the main.
  - d. Demolish all electrical services, branch feeders, feeders, cable tray, conduit, lighting fixtures, fire alarm devices, security system and all other electrical equipment back to the source.
4. Remove any miscellaneous debris and stockpiled soils that are on the surface of the site.
5. Clear/grub all miscellaneous trees/brush.

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## SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

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6. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 12" of 1" to 3" crushed concrete or stone and an additional 12" of engineered fill (21AA).
7. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor
8. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
9. Provide compaction-testing results for all fill areas to verify the areas have been properly filled.

### Parcel 12 - Conners Creek Power Plant Parcel Only

1. Demolish all site structures to a minimum of 2 feet below existing grade including, but not limited to, former main gatehouse, truck scales, oil loading dock, entire power block, turbine building scale house, crane building, silos, all outlying structures, all ash handling and coal conveyance systems and structures, base for former 5M gallons fuel oil storage tank, WWTP structures and basins.
2. Remove all universal wastes on site including asbestos, chemicals, refrigerants, PCB's, batteries.
3. All basements will be fractured and voids backfilled and compacted with clean fill. An approx. 2:1 slope will be provided around the perimeter to mitigate trip hazards.
4. Bulkhead canals as necessary to facilitate filling.
5. Daylight tunnels and filled with compacted clean fill, which fill will not include brick masonry.
6. Leave 1.5" max diameter gravel or flowable fill suitable for compaction as fill material that will be spread, rolled and compacted on the site.
7. Leave all existing asphalt parking lot and dirt areas as is.
8. DBRA staff to monitor the Demolition Work at regular intervals and with prior notice to DTEE and its demolition contractor.
9. DTEE to include high-level milestones and milestone dates when established by the Contractor
10. Phase II ESA identified (One) onsite UST. Will address removal, closure, reporting to the extent required by State regulation related to this UST.
11. Vegetation will not be removed unless deemed necessary for ash cleanup.

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## SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

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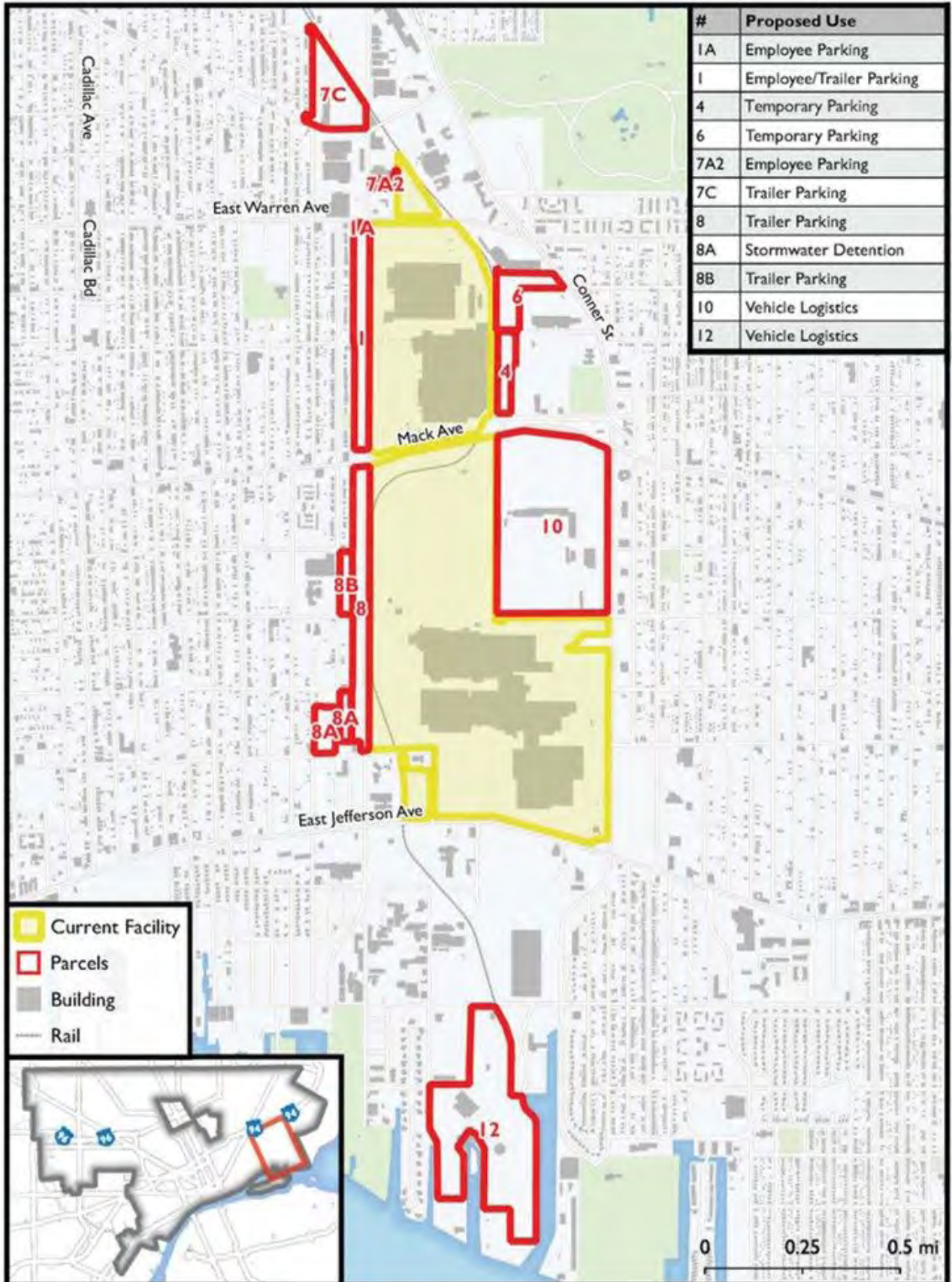
### Development of Finished vehicle parking - Site 12

1. Design and construct (insert size of lot) finished vehicle parking lot with 4.5" (2" + 2.5") asphalt and 10" compacted 21AA sub-base.
2. Pavement striping shall be 4" wide safety yellow.
3. Install aluminum lighting poles/LED light fixtures and all associated conduit/wiring for operational system and to achieve an average of 5 foot candles.
4. Finished vehicle lot shall have 7' chain link fencing with barbed wire and cable barrier around entire perimeter.
5. Finished vehicle lot shall have interlocking concrete jersey barriers around entire perimeter.
6. Finished vehicle lot shall have a dedicated guard house.
7. Finished vehicle lot shall be equipped with appropriate security infrastructure to support security camera coverage for entire lot, including additional infrastructure for gate controls to be identified by FCA.
8. Provide and implement plan for Site Preparation-related storm water management including all requirements during City phase of work. Storm water Pollution Prevention Plan to be turned over to FCA after acceptance of area and maintained by their construction CM/GC.
9. Concrete loading pad, with dimensions to be provided by FCA.

Subject to prior notice, compliance with safety, insurance or any other requirements of the contractors performing onsite work and in a manner that does not interfere with ongoing work, FCA would be granted access to all properties during site prep activities to perform Geotechnical soils testing, as well as land surveying.



## EXHIBIT C Development Plan





**CODE DBRA 19-05-262-19**

**LAND ASSEMBLY PROJECT: AUTHORIZATION TO ENTER INTO LAND TRANSFER WITH CITY AND ACCEPT FUNDING FROM CITY AND MSF**

**WHEREAS**, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority ("**DBRA**") at the request of the City of Detroit (the "**City**"), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC ("**FCA**"), DBRA and the City relating to the following investment proposed by FCA in the city of Detroit (the "**Project**"):

- Construct 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; and
- Invest approximately \$900 million at its Jefferson North Assembly Plant, located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs; and

**WHEREAS**, as contemplated by the MOU, to date, DBRA and/or the City have negotiated agreements for the acquisition of nearly 215 acres of property near the Project site, as shown on **Exhibit A** hereto of which Sites 1, 8, 7A2 and 7C (the "**City Properties**") are owned by the City; and

**WHEREAS**, in order to facilitate the transfer of the City Properties to DBRA and, following the completion of site preparation activities thereon, to FCA, representatives from the City and DBRA have negotiated a Land Transfer Agreement in substantially the form attached hereto as **Exhibit B** (the "**LTA**"); and

**WHEREAS**, in order to fund the DBRA's land assembly and site preparation activities for the Project, DBRA staff recommends the DBRA accept funds from the City, the MSF, and the Michigan Department of Environment, Great Lakes & Environment as further described on **Exhibit C** (collectively, the "**Funds**"); and

**WHEREAS**, DBRA staff seeks the Board's approval to negotiate and execute the LTA, substantially in the form attached hereto as **Exhibit B** and to negotiate and appropriate funding and/or loan agreements, as appropriate, for the acceptance of the Funds as further described on **Exhibit C**; and

**WHEREAS**, the Project is consistent with the DBRA's purposes of promoting the revitalization and reuse of certain properties and is otherwise consistent with its powers and purposes.

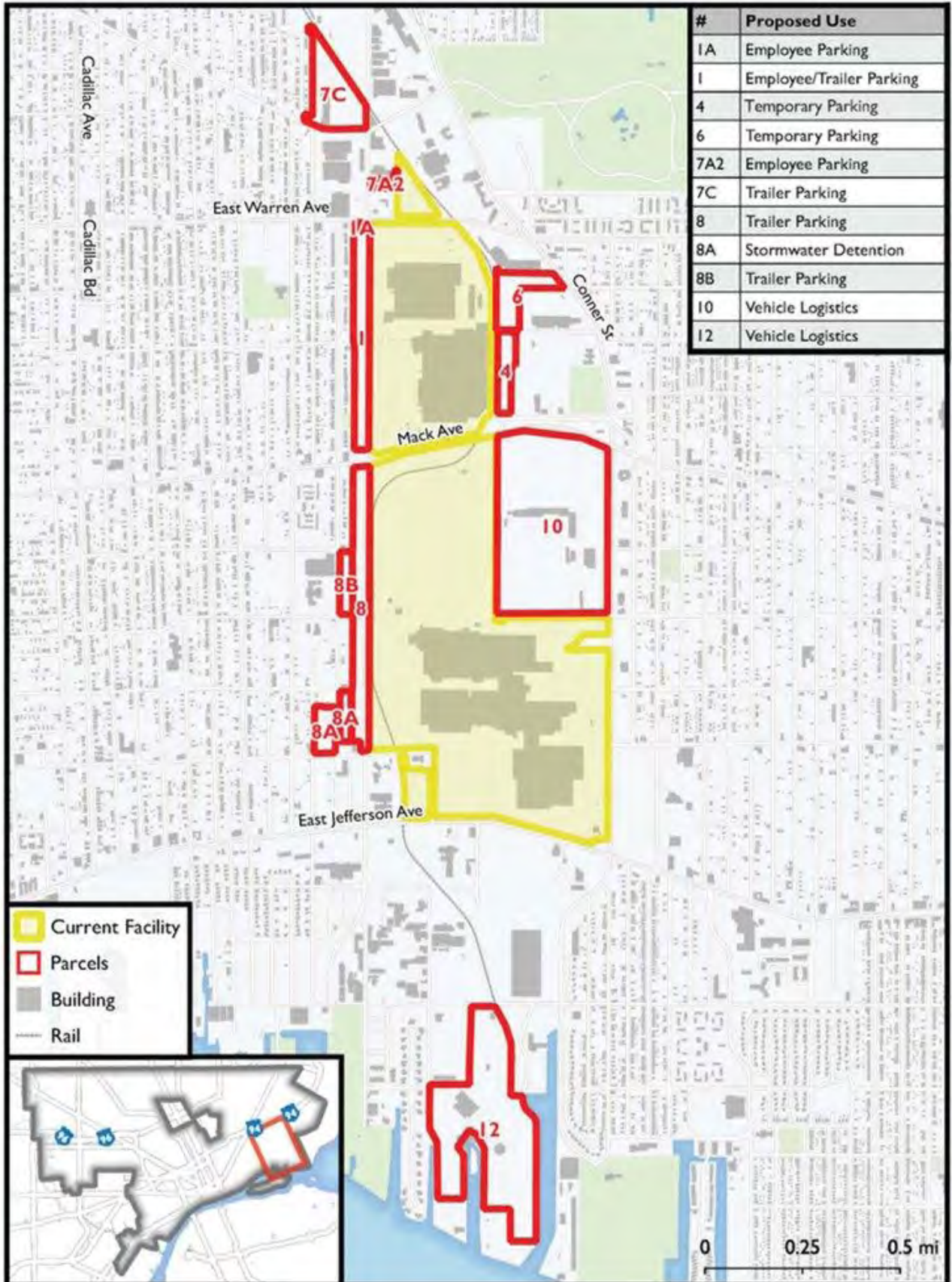
**NOW, THEREFORE, BE IT RESOLVED**, that the DBRA Board of Directors hereby authorizes the DBRA to negotiate and execute the LTA consistent with the terms of **Exhibit B** and funding agreements and/or loan agreements, as appropriate, for the acceptance of the Funds as further described on **Exhibit C**, together with such other terms as agreed by DBRA's Authorized Agents and approved by counsel, not inconsistent with the terms set forth herein.

**BE IT FURTHER RESOLVED**, that any one of the officers and any one of the Authorized Agents of the DBRA or any two of the Authorized Agents of the DBRA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DBRA.

**BE IT FINALLY RESOLVED**, that all of the acts and transactions of any officer or Authorized Agent of the DBRA, in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

May 8, 2019

## EXHIBIT A Development Plan



**Exhibit B**  
**LTA**

See attached.

**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  
8<sup>th</sup> Floor

Detroit, Michigan 48226  
ATTENTION: Director

With a copy to:  
City of Detroit Law Department  
Coleman A Young Municipal Center  
2 Woodward Avenue  
5<sup>th</sup> 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.



**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

<b><u>Parcel ID</u></b>	<b><u>ADDRESS</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
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

<b><u>Parcel ID</u></b>	<b><u>ADDRESS</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
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

<b><u>Parcel ID</u></b>	<b><u>ADDRESS</u></b>	<b><u>LEGAL DESCRIPTION</u></b>
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 "BEAUFAIT'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 "BEAUFAIT'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.1S., 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:

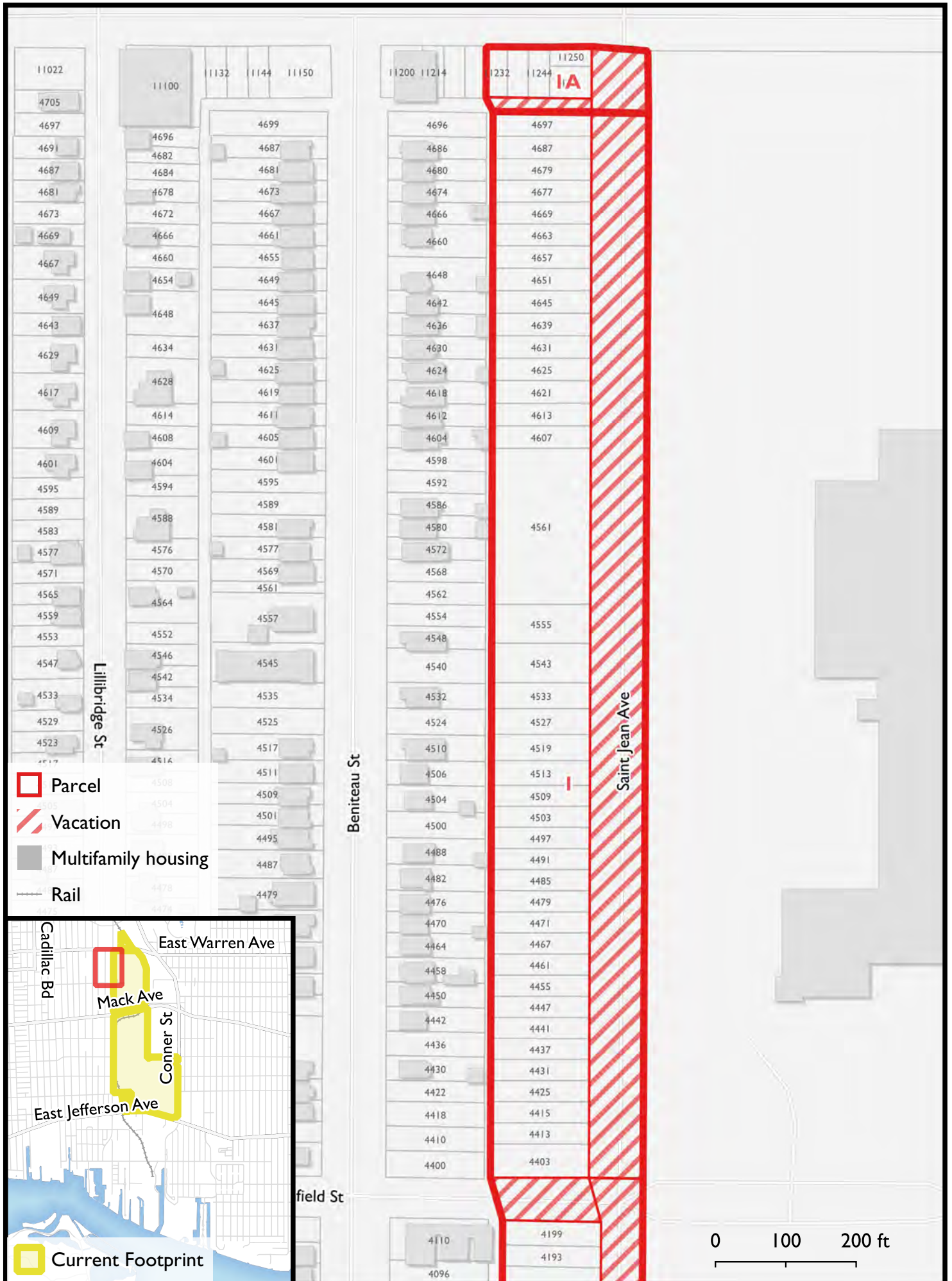
Beginning at the southwest corner of said Lot; Thence N25°51'28"W (N25°W record) along the easterly line of St. Jean, 66 feet wide, 123.09 feet to a non-tangent point of curve; Thence along a curve to the left having an arc length of 166.26 feet, a radius of 87.00 feet, a central angle of 109°29'30", 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.

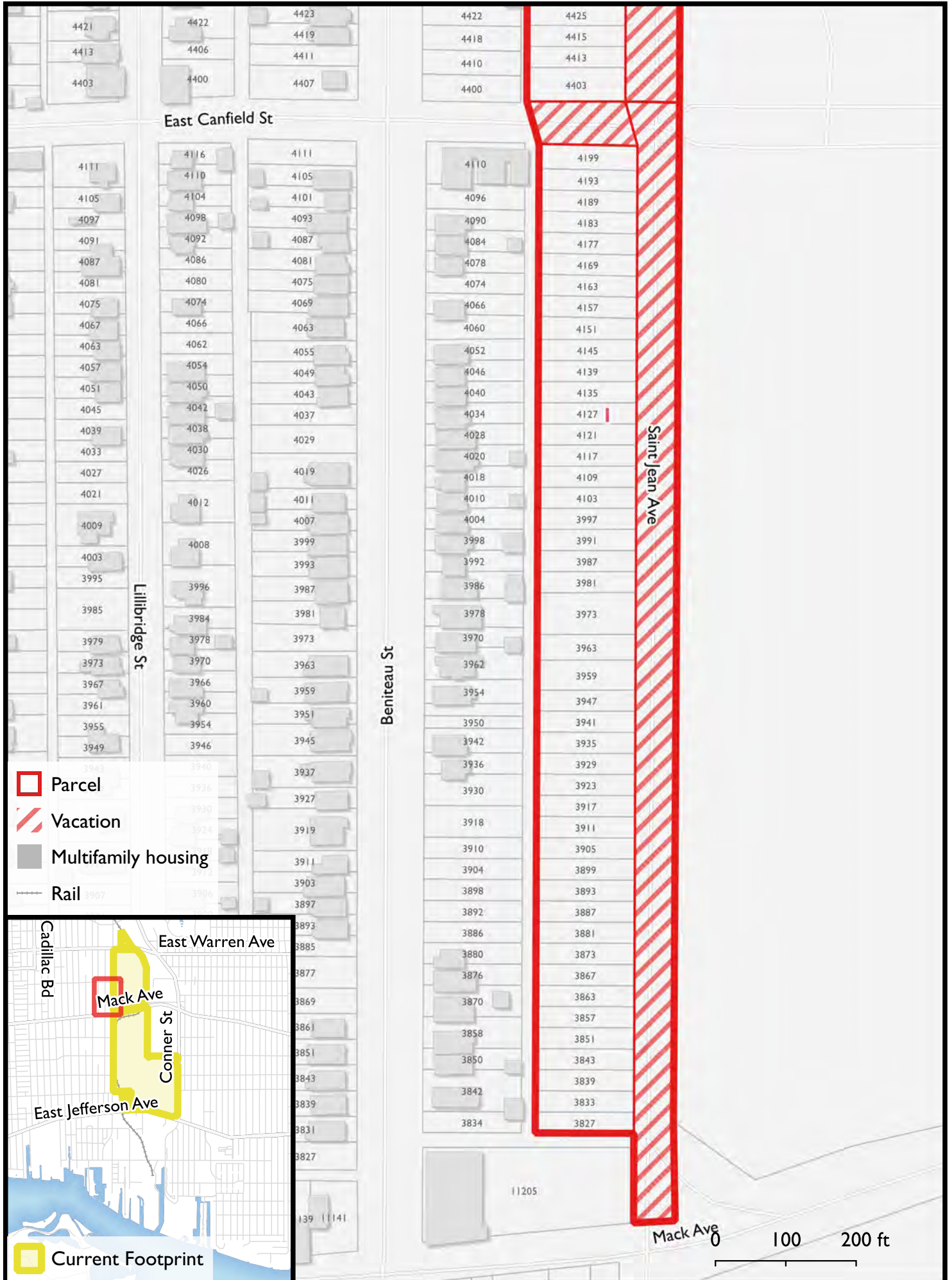
- 5) Goethe Avenue, variable width, from east line of St Jean Avenue, 66 feet wide as platted, to the east line of the north-south alley, 20 feet wide first west of St. Jean Avenue, being land in the City of Detroit, Wayne County, Michigan described as: Lot 36 and the south 2.83 feet on the east line, 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.

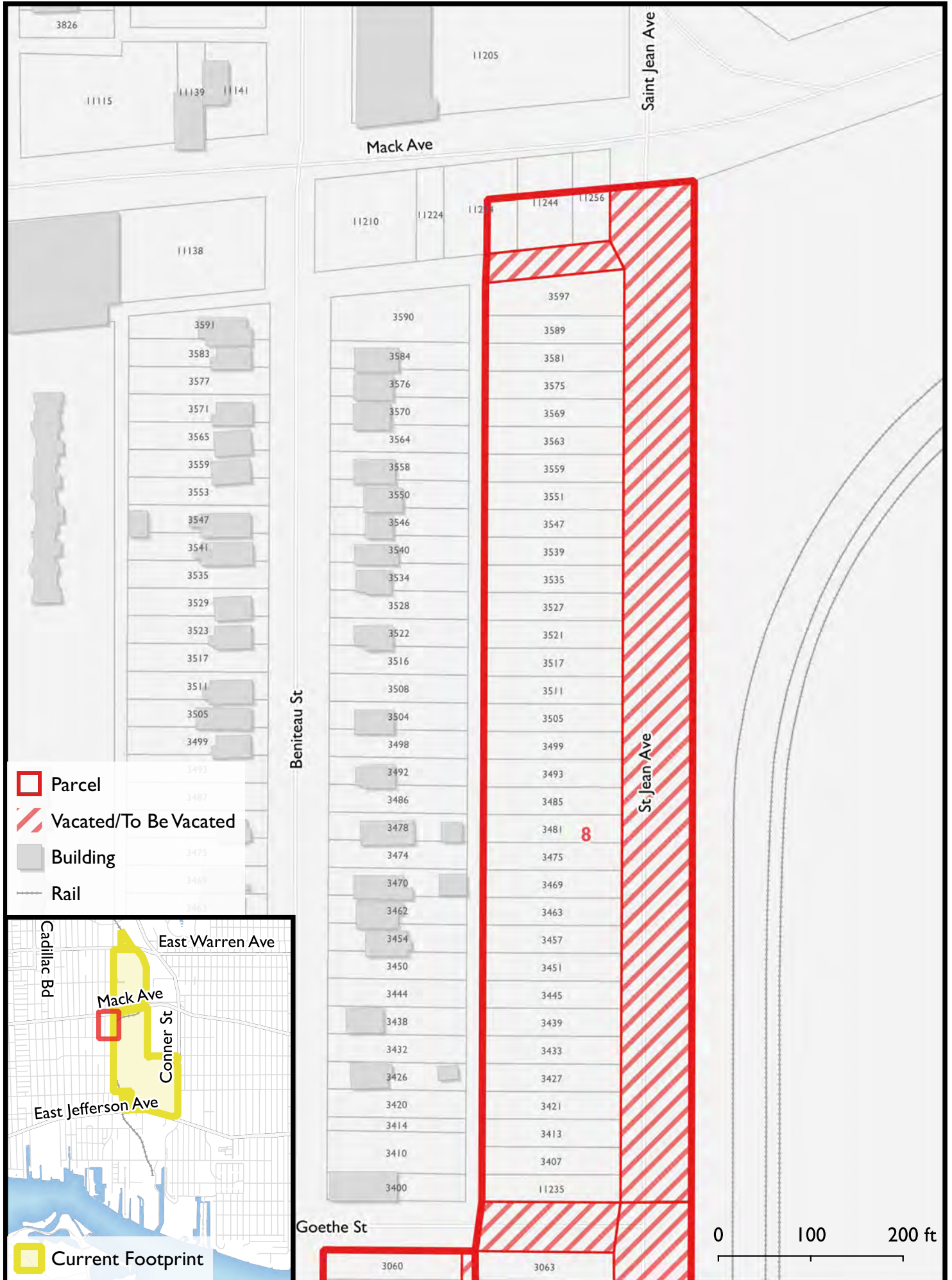
**EXHIBIT A-8**

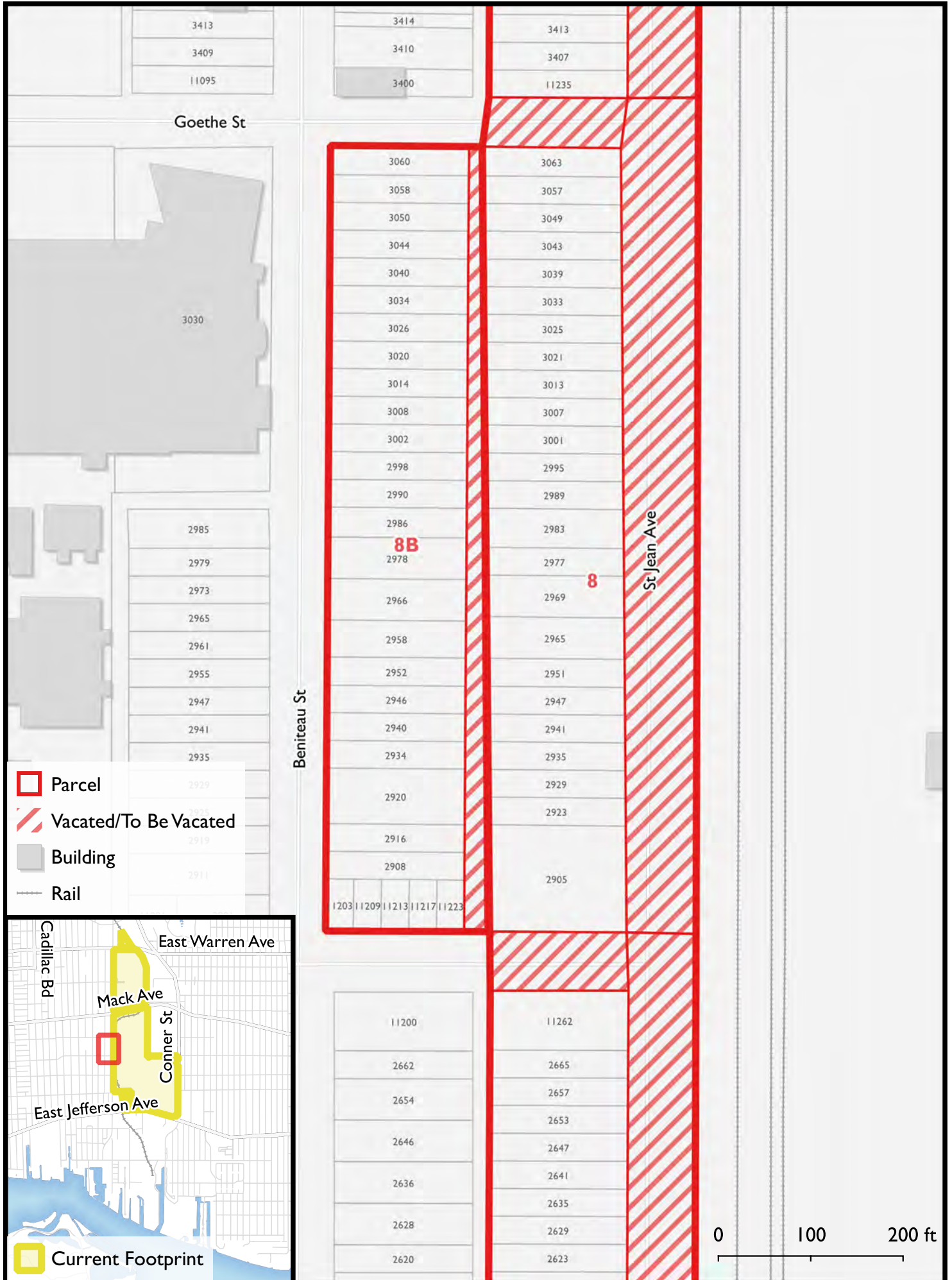
(See inserted map.)

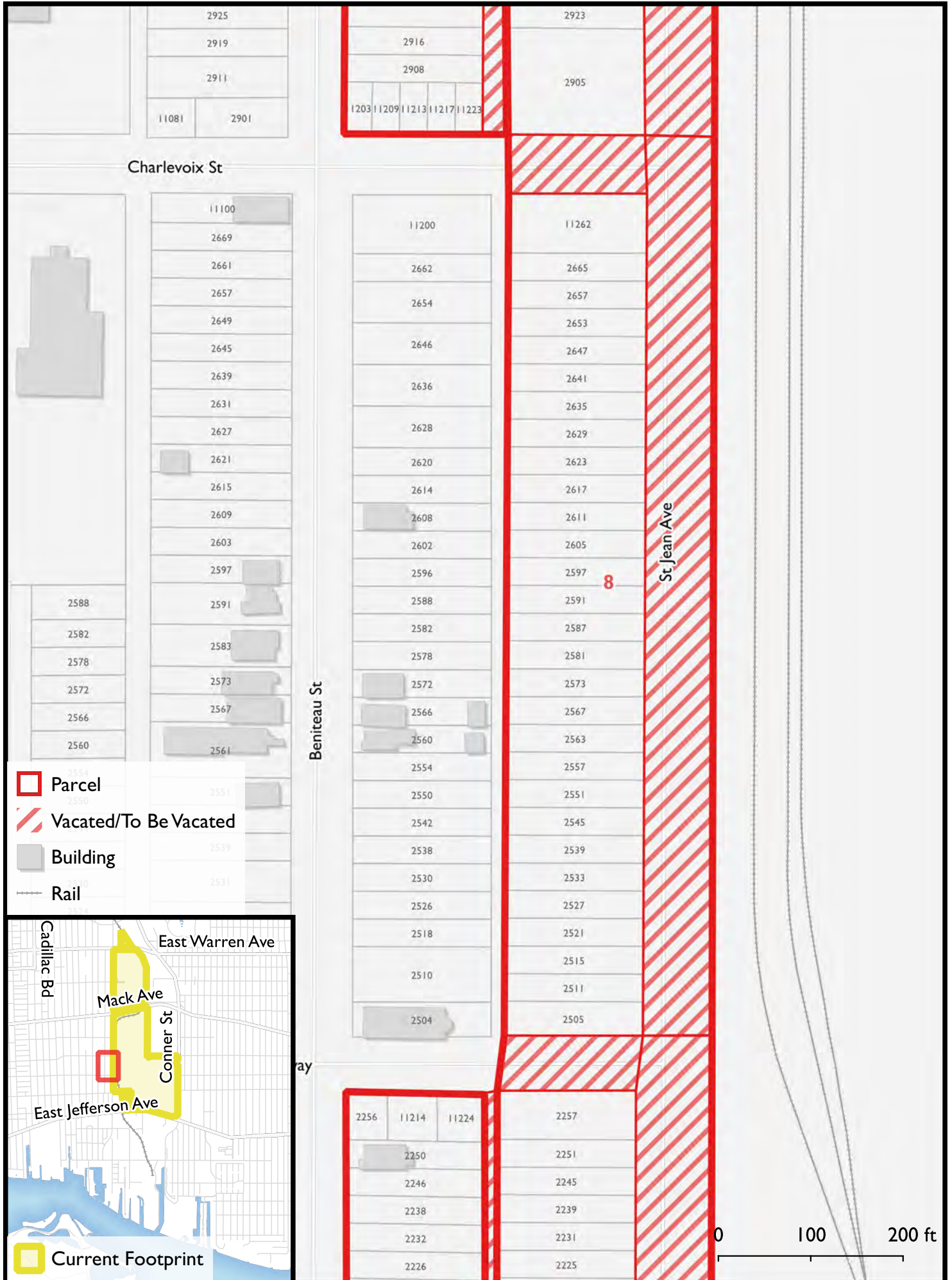


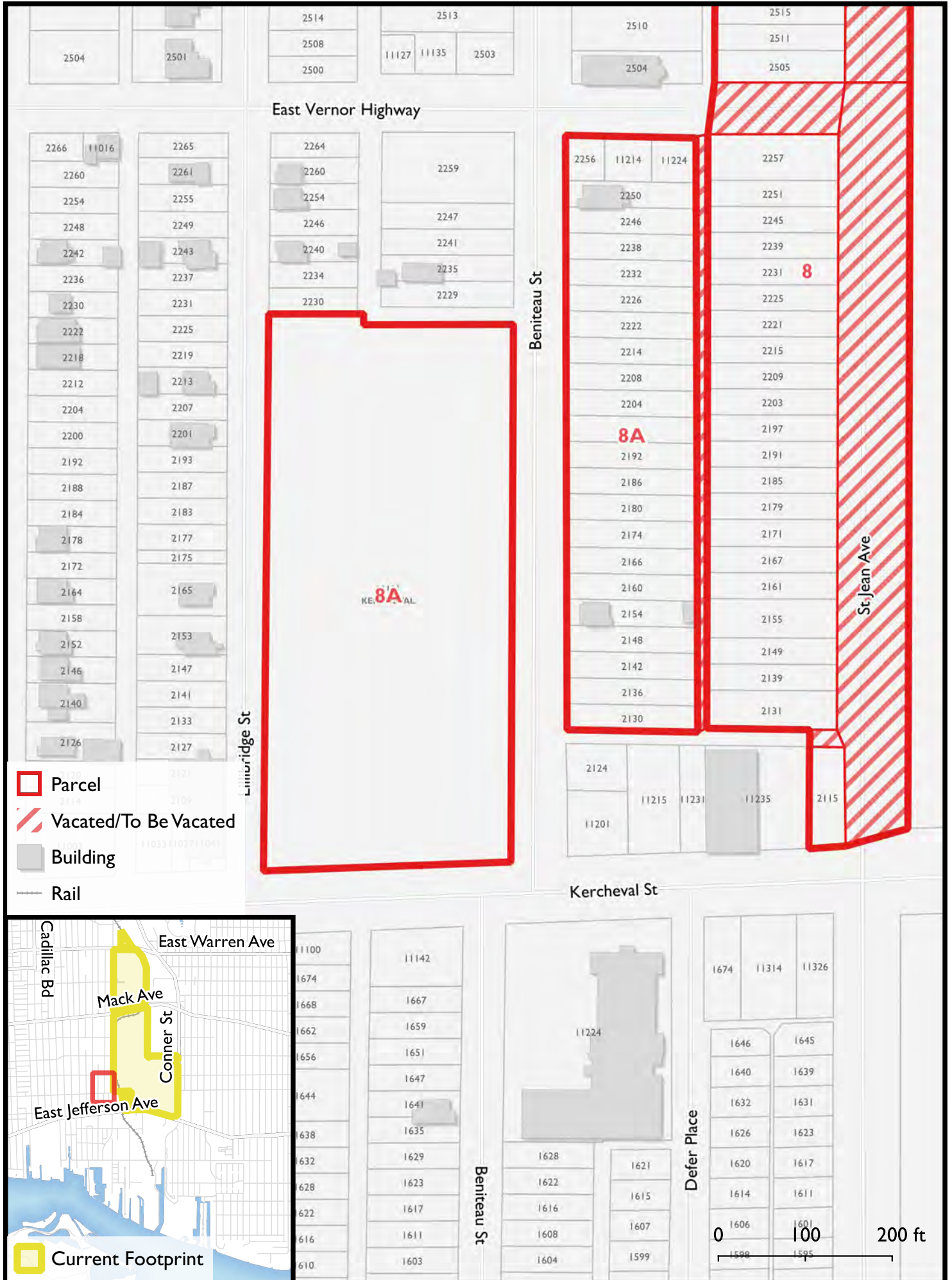


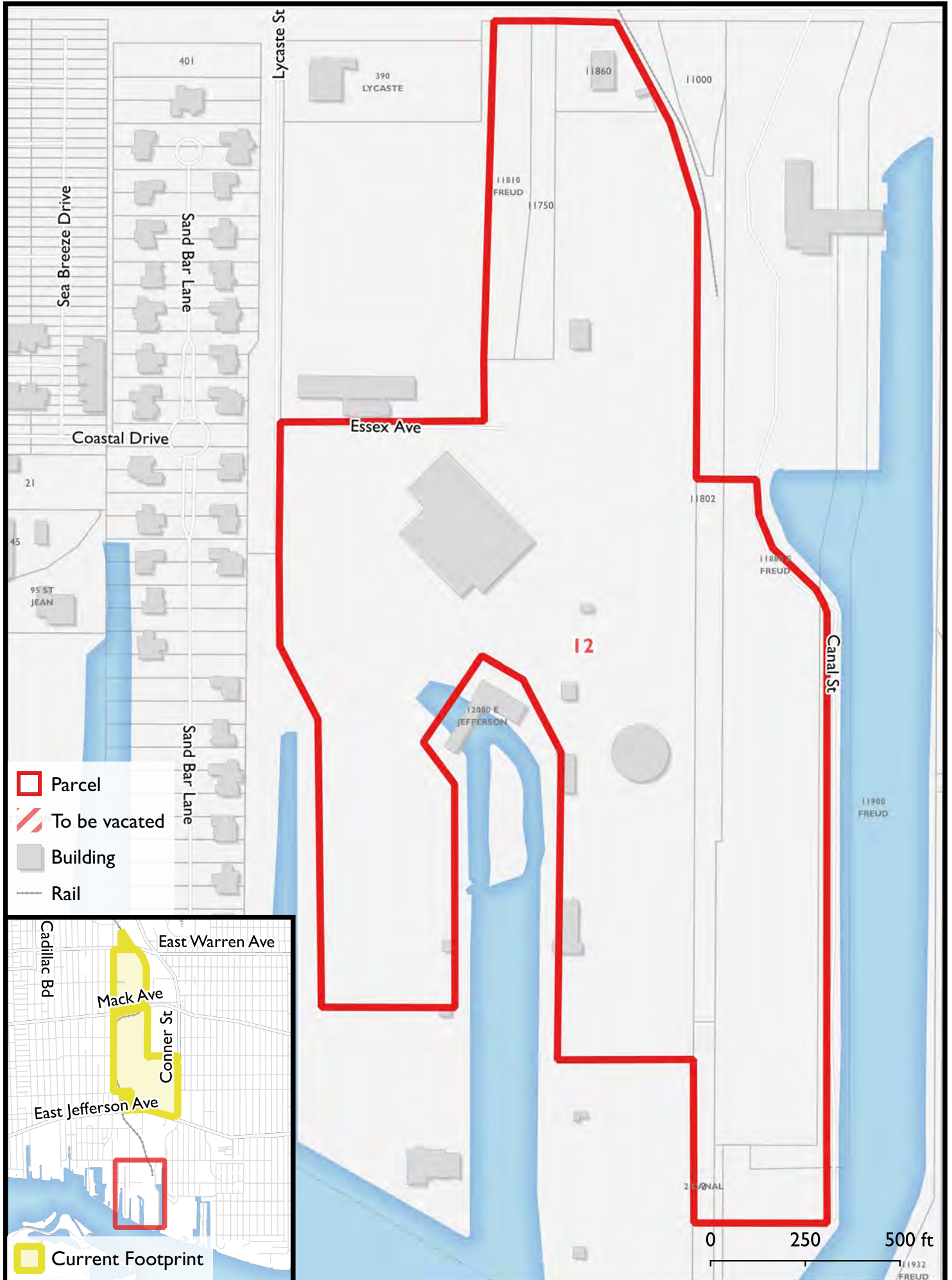


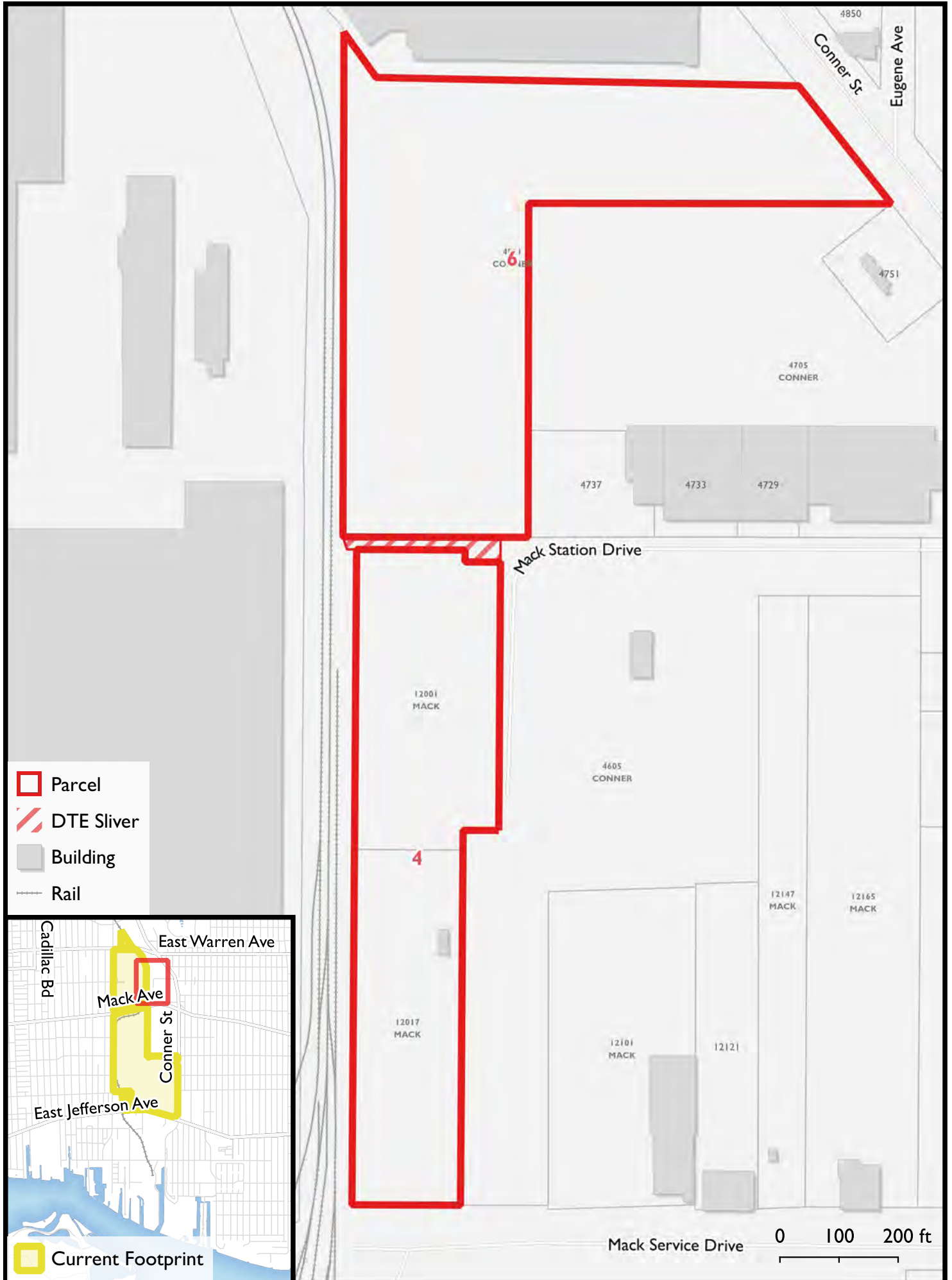


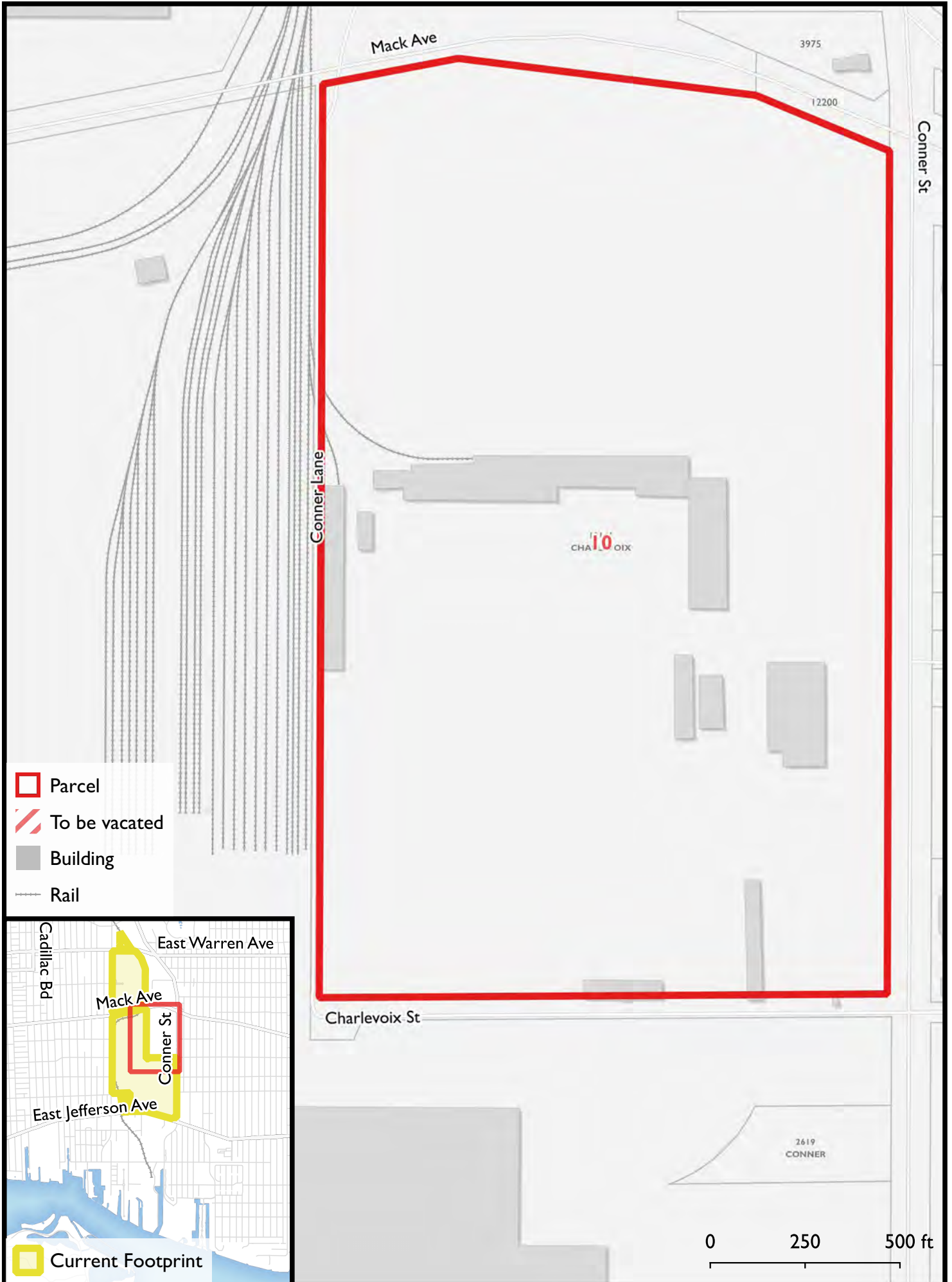




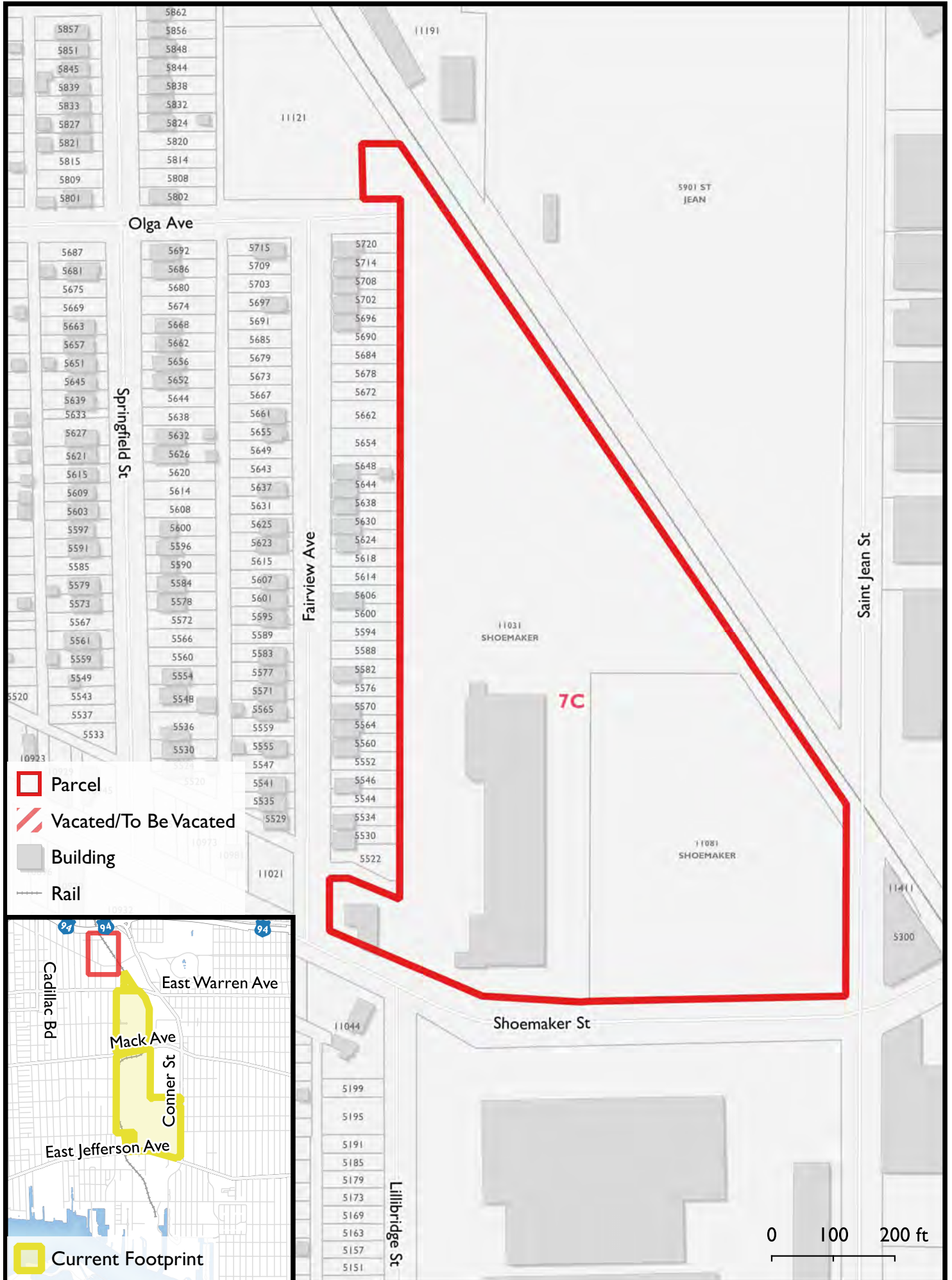












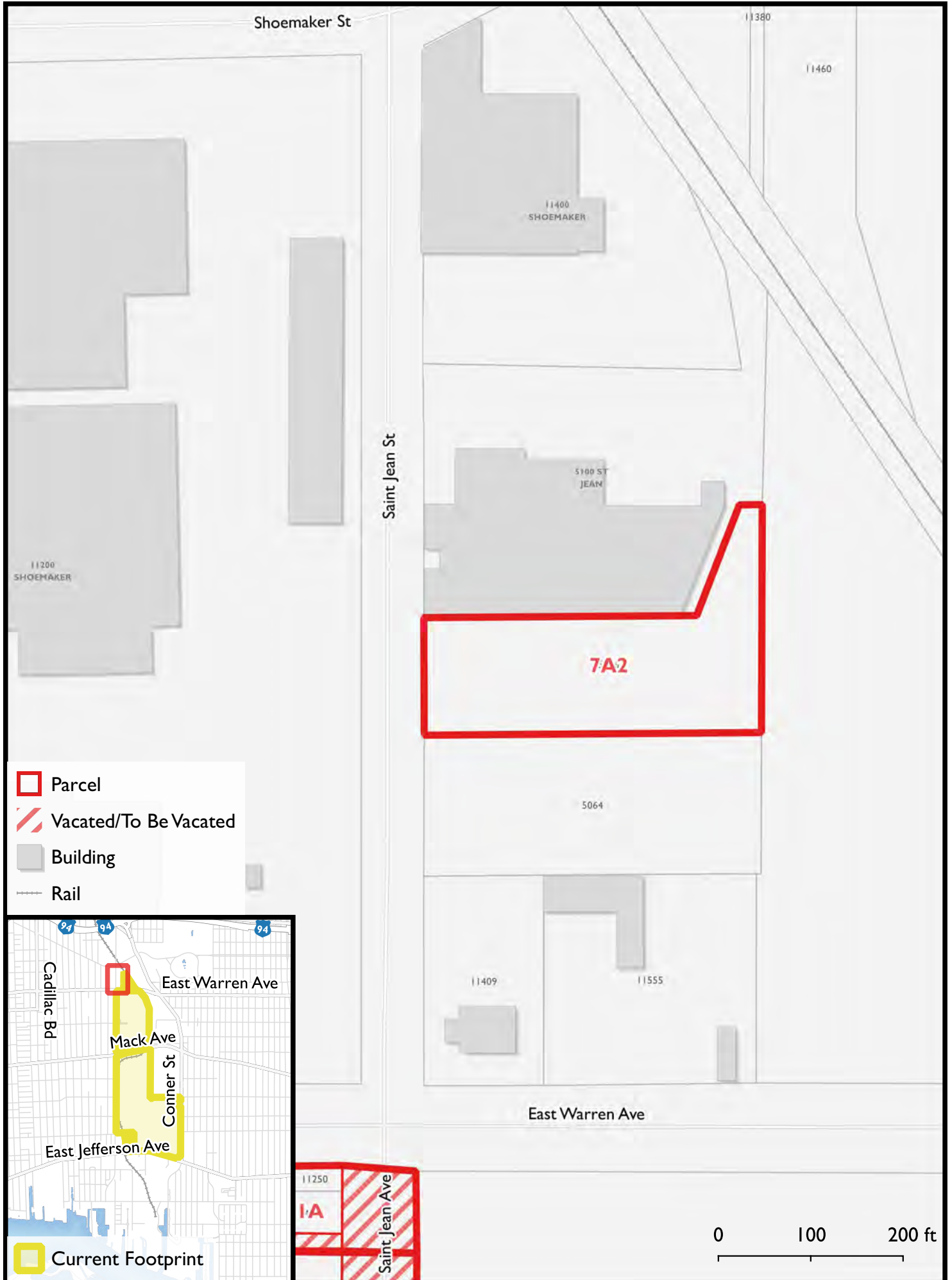


EXHIBIT B

City Council Resolution

[See attached]

EXHIBIT C

Form of Deed

**QUIT CLAIM DEED**

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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.)

**Exhibit C**  
**Sources of Funds**

City Funding:

- Thirty-Three Million and Ninety Thousand and 00/100 Dollars (\$33,090,000.00) for land assembly and site preparation activities
- Twenty Million and 00/100 Dollars (\$20,000,000.00) for land assembly contingency
- Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) non-recourse loan payable solely from TIR over 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 "City Loan"), expected to be one and sixteen one-hundredths percent (1.16%).

MSF Funding:

- Grant of Thirty-Five Million 00/100 Dollars (\$35,000,000.00) generally restricted to site preparation activities and soft costs, with limited flexibility to use portions on land acquisition with MSF approval; to be disbursed in two tranches of Fifteen Million and 00/100 Dollars (\$15,000,000.00) and a third tranche of Five Million and 00/100 Dollars (\$5,000,000.00), based on the satisfaction of certain milestones related to the commitment and expenditure of funds.
- Twenty Million and 00/100 Dollars (\$20,000,000.00) non-recourse loan payable solely from TIR over for a period not to exceed thirty (30) years, at a rate of interest expected to be one and sixteen one-hundredths percent (1.16%), which will be subordinate to the City Loan.



**CODE DBRA 19-05-262-20**

**LAND ASSEMBLY PROJECT: AUTHORIZATION TO ENTER INTO PURCHASE TRANSACTIONS**

**WHEREAS**, in connection with the industrial land assembly project undertaken by the City of Detroit Brownfield Redevelopment Authority ("**DBRA**") at the request of the City of Detroit (the "**City**"), on February 27, 2019, (DBRA 19-02-262-08), the DBRA approved that certain Memorandum of Understanding by and between FCA US LLC ("**FCA**"), DBRA and the City relating to the following investment proposed by FCA in the city of Detroit (the "**Project**"):

- Construct 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; and
- Invest approximately \$900 million at its Jefferson North Assembly Plant ("**JNAP**"), located at Jefferson and St. Jean, creating approximately 1,100 net new full-time jobs.

**WHEREAS**, in order to move forward with the Project, FCA needs approximately 200 acres of market-ready land to support its operations at the 2 facilities for Project-related activities such as employee parking, trailer marshalling, and finished vehicle storage; and

**WHEREAS**, DBRA staff has negotiated agreements for the acquisition of nearly 215 acres of property near the Project site, as shown on **Exhibit A** hereto; and

**WHEREAS**, DBRA staff has negotiated a second set of land transactions to acquire additional parcels required for the Project, the parties and key terms of which are described on **Exhibits B** thru **D** and any cash consideration and diligence and other acquisition costs will be payable from funds made available by the City to the DBRA; and

**WHEREAS**, DBRA staff seeks the Board's approval to negotiate and execute purchase agreements and/or other appropriate documentation relating to the transactions described on described on **Exhibits B** thru **D** in support of the Project; and;

**WHEREAS**, the Project is consistent with the DBRA's purposes of promoting the revitalization and reuse of certain properties and is otherwise consistent with its powers and purposes.

**NOW, THEREFORE, BE IT RESOLVED**, that the DBRA Board of Directors hereby authorizes the DBRA to negotiate and execute purchase agreements and/or other appropriate documentation relating to the transactions described on described on **Exhibits B** thru **D** in support of the Project and not inconsistent with the terms described thereon.



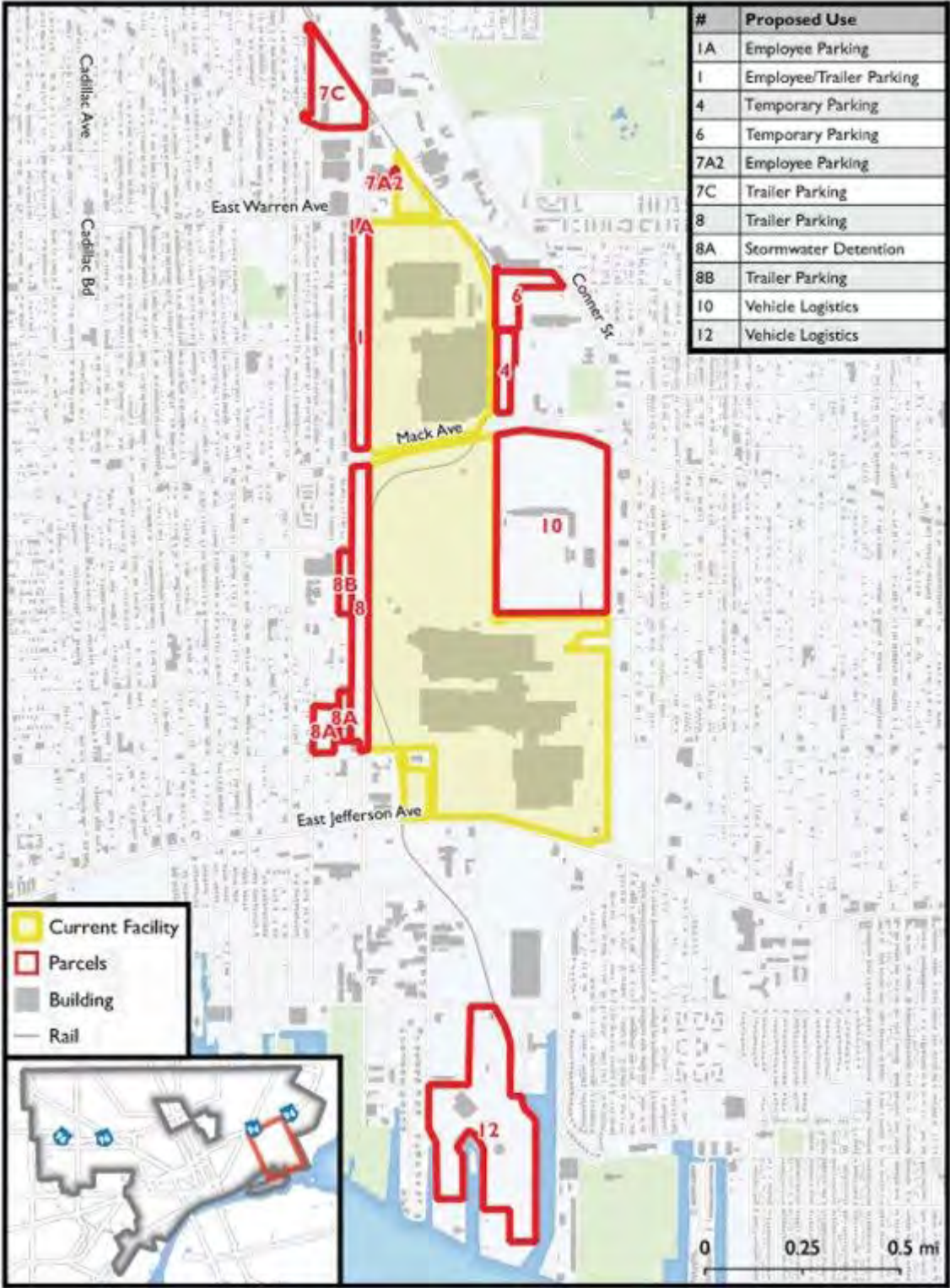
**BE IT FURTHER RESOLVED**, that the DBRA Board of Directors approves DBRA's actions required to be undertaken in connection with the transactions set forth on **Exhibits B** thru **D**, as well as actions reasonably required to conduct due diligence on and clear title to the properties to be acquired pursuant thereto.

**BE IT FURTHER RESOLVED**, that any one of the officers and any one of the Authorized Agents of the DBRA or any two of the Authorized Agents of the DBRA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DBRA.

**BE IT FINALLY RESOLVED**, that all of the acts and transactions of any officer or Authorized Agent of the DBRA, in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

May 8, 2019

## Exhibit A Project Sites



#	Proposed Use
1A	Employee Parking
1	Employee/Trailer Parking
4	Temporary Parking
6	Temporary Parking
7A2	Employee Parking
7C	Trailer Parking
8	Trailer Parking
8A	Stormwater Detention
8B	Trailer Parking
10	Vehicle Logistics
12	Vehicle Logistics

## **Exhibit B**

### **Site 6**

**Seller:** Conner St Plaza LLC (Margarit Yahiahan)

**Property:** 4801 Conner (approx. 8.1 acres)

**Agreement:** Purchase and Sale Agreement between Seller and SIG DET LLC (DBRA to take assignment from SIG DET LLC)

**Purchase Price:** \$3.0 Million

**Deposit:** \$35,000, \$25,000 of which is non-refundable and may be used by Seller to offset costs of relocating existing parking area for State of Michigan employees to neighboring property

**Inspection Period:** 60 days

**Closing:** Within 30 days following expiration of Inspection Period

**Additional approvals:** N/A

**Other:**

- Property will be transferred directly to FCA
- Seller to install fence boundary between remaining property owned by Seller and subject property

## **Exhibit C**

### **Site 4**

**Seller:** Fodale Group & Associates (Sam Foldale and Tony Soave)

**Property:** 12001 Mack and 12017 Mack

**Agreement:** Series of 3 Agreements with Seller and entities associated with Fodale, for which a summary is attached as follows:

- Property Exchange Agreement among DBRA, City, and Fodale (**Exhibit C-1**)
- Property Exchange Agreement among DBRA, The Economic Development Corporation of the City of Detroit and Trident Huber LLC (**Exhibit C-2**)
- Purchase and Sale Agreement among DBRA, City of Detroit and Lynch Road Land LLC (**Exhibit C-3**)

## Exhibit C-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 (a/k/a Site 4 on **Exhibit A** for transfer to FCA)
- City Property:
  - Parcels owned by City and DLBA in the area bounded by Lynch Road, Van Dyke, Jordan, and Eldon (See **Exhibit C-4**)

**Consideration:**

- Fodale Property: \$100,000
- City Property: \$380,000
- QTA Cap: DBRA to cover costs of up to \$50,000 to for quiet title actions on City 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 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

## **Exhibit C-2**

### **(Summary of Trident Huber Property Exchange)**

**Parties:** The Economic Development Corporation of the City of Detroit (“EDC”), City of Detroit Brownfield Redevelopment Authority, Trident Huber L.L.C. (“Trident Huber”)

**Exchange Properties:**

- City Property:
  - Parcels located in “Area 6” of the EDC I-94 Industrial Area, as shown as **Exhibit C-4** (EDC Trident Properties)
  - Subject to further negotiation and approvals, the Huber Access Property, as shown on **Exhibit C-4**
- Trident Huber Property to be acquired by DBRA:
  - Huber Yard Corners as shown in Exhibit B-2 (for transfer to City)

**Consideration:**

- \$80,000/acre, estimated as follows:
  - EDC Property (approximately 13.14 acres): \$1,051,200
  - Trident Huber Property (approximately 2.51 acres): \$200,800

**Site Prep Escrow:**

- Net sale proceeds from sale of City Property from each of the transactions with Fodale, Trident Huber and Lynch Road Land to be deposited in Site Prep Escrow at Closing to be used as follows:
  - By any of Fodale, Trident Huber and Lynch Road Land (for 3 years following last in time closing of the 3 Transaction):
    - Cost of eligible activities under the Brownfield Act, above \$150,000 for any of the 3 assembly areas
    - Purchase of private parcels up to \$250,000 total for the Fodale assemblage 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:**

- DBRA to cover costs of up to \$100,000 to for quiet title actions on City Property.
- In the event that the Huber Access Property is not included in the transaction, Trident Huber shall not be obligated to transfer the Trident Huber Property, but shall have the right to acquire the EDC Property for the above purchase price.
- EDC shall have a right of first offer on the EDC Property for five (5) years following closing in the event Trident Huber elects to market the EDC Property for sale.

### **Exhibit C-3**

#### **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 (See Exhibit C-5):**

- 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

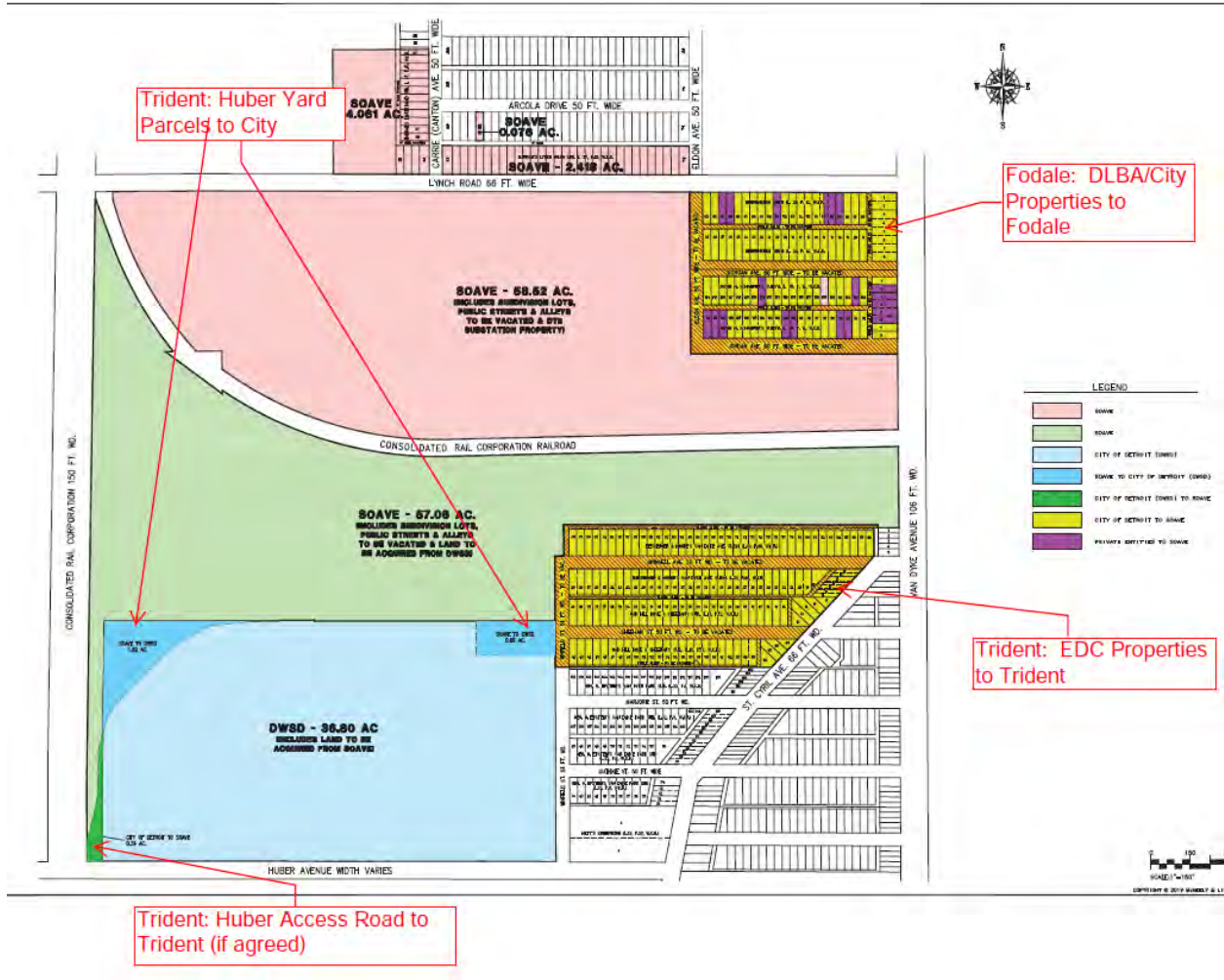
**Site Prep Escrow:**

- 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

**Exhibit C-4**  
**Exchange Properties**  
**(Fodale and Trident)**





**Exhibit C-5**  
**Sale Properties**  
**(Lynch Road Land)**



**EXHIBIT D**  
**Site 10**

**Parties:** City, DBRA and Crown Enterprises, Inc. (“Crown”)

**Description**

The DBRA is acquiring the 82-acre site of the former the Budd Plant (the “Budd Plant Property”) from 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**

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

\* Subject to certain conditions.

**Crown Receives from the DBRA**

<b>City Property</b>	<b>General Address</b>	<b>Acres</b>	<b>Land Value</b>
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
<b>Total</b>		<b>116.60</b>	<b>10,483,980</b>

See City properties as depicted on **Exhibit D-1**.

### **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 D-1**  
**City Properties**

See attached.

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



## 2. I-94 Industrial Park - Area 2



### 3. I-94 Industrial Park - Area 3



4. Jefferson Conner Freud - 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**

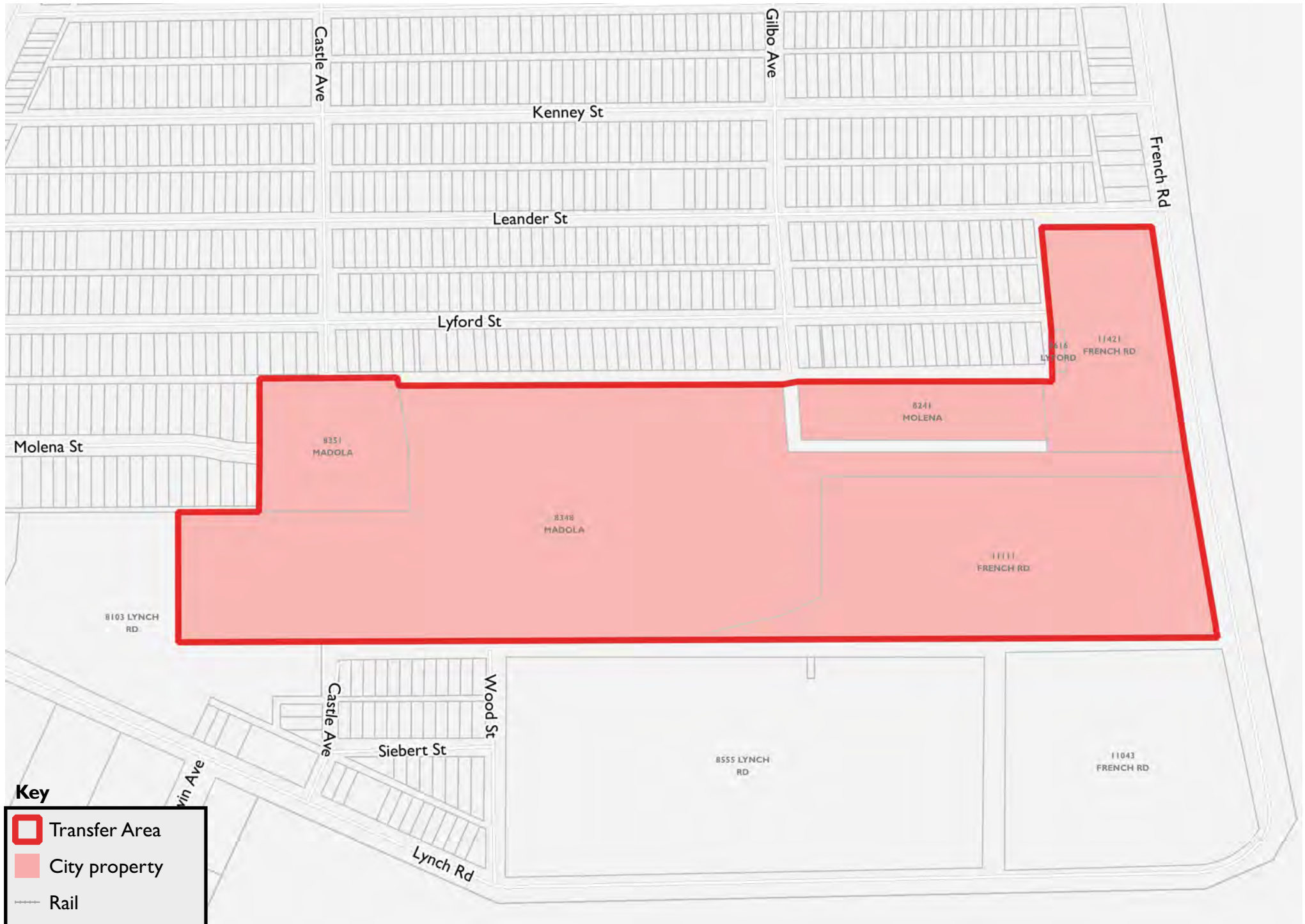
-  Transfer Area
-  City property
-  Rail

# 10. Springwells Industrial Park





## 12. Van Dyke Airport Area - Industrial Land



### 13. 12121 Mack near project area



**Exhibit E**

**Sites 1, 8A and 8B**

**(Modifications to DLBA and Michael Kelly)**

**Seller:** Detroit Land Bank Authority

**Agreement:** Amendment to Land Transfer Agreement between DBRA and DLBA

**Property:**

- Amendment adds additional "Exchange Properties" as follows:

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

\*\*\*\*\*

**Seller:** Michael Kelly and affiliated entities

**Agreement:** Modification to previously approved transaction to add additional property to be acquired from Seller: 6394 Richardson