



TRANSFIGURATION SCHOOL
Request for Proposals

MULTIFAMILY HOUSING DEVELOPMENT

Release Date: March 22, 2017

Pre-Submission Conference: April 5, 2017

Proposal Submission Deadline: May 22, 2017

Selection of Preferred Developer List: May 29, 2017

Shortlist Interviews: June 5, 2017

Final Selection/Recommendation: June 12, 2017



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I. INTRODUCTION

The City of Detroit’s Housing and Revitalization Department (“HRD”) has entered into an exciting partnership with the Archdiocese of Detroit (“AOD”) and is seeking proposals from qualified entities for the purpose of developing a mixed-income (a minimum of 20% affordable set-aside, at 80% of area median income), multi-family project on the East side of the Banglatown neighborhood of Detroit in an existing, unoccupied AOD school building.

The offered site includes the approximately 21,500 square foot Transfiguration School Building located at the southeast corner of Luce Street and Syracuse Street (the “Transfiguration School Development Site”) more generally located near the southwest intersection of Mound Road and McNichols Road. The overall project area may be enlarged outside of this RFP as developers see fit to include parcels on the two blocks north of the Transfiguration School Development Site, many of which are publicly owned. The location of the offered parcel is specifically defined in the legal description in Attachment A.

The intent of this Request for Proposals (“RFP”) is to retain an experienced and qualified developer who will submit a contextually appropriate and financially feasible plan for a mixed-income development project that contains 15 - 25 multi-family residential units and required surface parking spaces.

II. AREA OVERVIEW

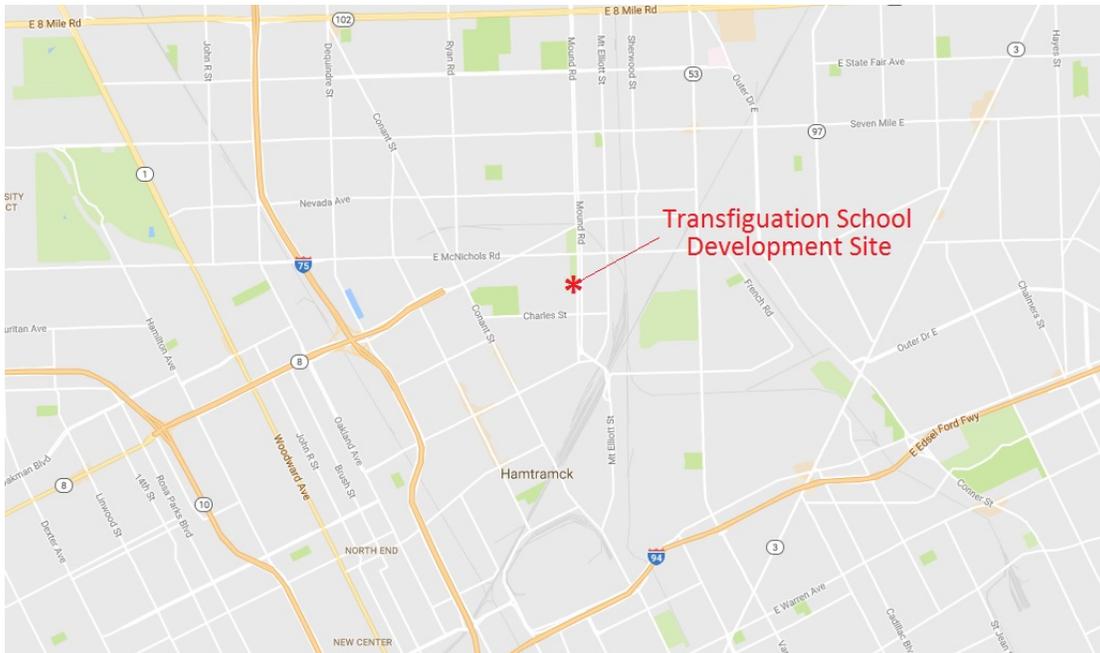
Banglatown Detroit

The Transfiguration School Development Site is located on the eastern end of Banglatown. The Banglatown neighborhood straddling the Detroit-Hamtramck border is home to one of the nation’s densest clusters of Bangladeshi-Americans and the only place in America where one can get a voting ballot in Bengali. The neighborhood, which also is home to large numbers of African-American, Yemeni, Polish, Bosnian, and other diverse residents, is a dynamic place that demonstrates many of the values that a diverse, immigrant-rich community can offer. According to the 2010 Census, over half of the 5,000 residents are identified as Asian (mostly Bangladeshi), 30% as African-American, and nearly 10% as two or more races. Nearly two-thirds of the residents of this neighborhood live at or below the poverty level and 40% are under the age of 18. More than half of the households (62%) speak a language other than English at home and nearly 40% speak English *less than very well*. The community is also home to a significant groundswell of artists and arts projects. This diversity—racial, ethnic, national origin, cultural—results in neighborhood experiences that are unique within Detroit.

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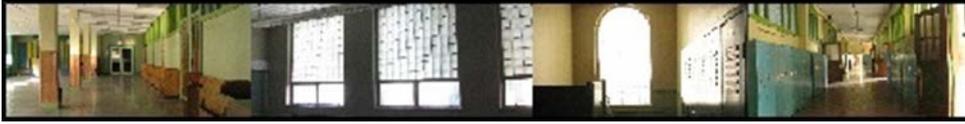
Despite challenges, Banglatown shows a number of signs of progress and opportunity. Conant Avenue, the main commercial retail thoroughfare, is bustling with activity and is one of the few neighborhood retail strips in Detroit with virtually no vacancies. Neighborhood relations are relatively free of the conflict that sometimes characterizes communities with different cultures. And the artist and urban agriculture community has been developing some of the most innovative projects and programs of any disinvested urban neighborhood in America, efforts which have been covered in national publications such as *The Atlantic*. Neighbors of all walks of life are rehabilitating existing homes, and Emerald Springs, a new construction 206-unit mixed-income neighborhood of townhomes was recently completed directly south of the Transfiguration School Development Site. In close proximity to the Banglatown neighborhood, the City of Detroit is investing in creating new jobs in the Mt. Elliot Job Corridor and I-94 Industrial Park. Global Detroit recently conducted a community based planning effort resulting in a new Banglatown Vision + Action Plan (included here as Attachment B), and the City's Planning & Development Department ("P&DD") and HRD will be launching a comprehensive Banglatown effort later this year.



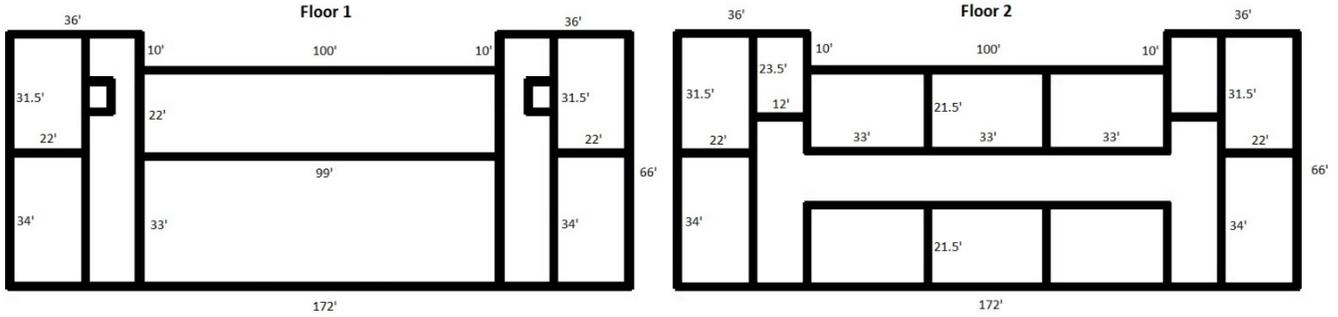
Transfiguration Parish and School

Transfiguration Parish was established on September 23, 1925 by Bishop Michael James Gallagher to serve the Polish Catholics living in northeast Detroit; the parish's first pastor was Rev. Simon Kilar. Bishop Joseph C. Plagens dedicated a combination church-school-convent in October of 1926. Transfiguration Elementary School, the subject of this RFP, opened in 1926 under the care of the Sisters of the Holy Family of Nazareth; the Sisters served at the school until it closed in 2005. The Transfiguration Parish was combined with three other nearby parishes to form the Saint John Paul II Parish in 2012, which is still based at Transfiguration Church.

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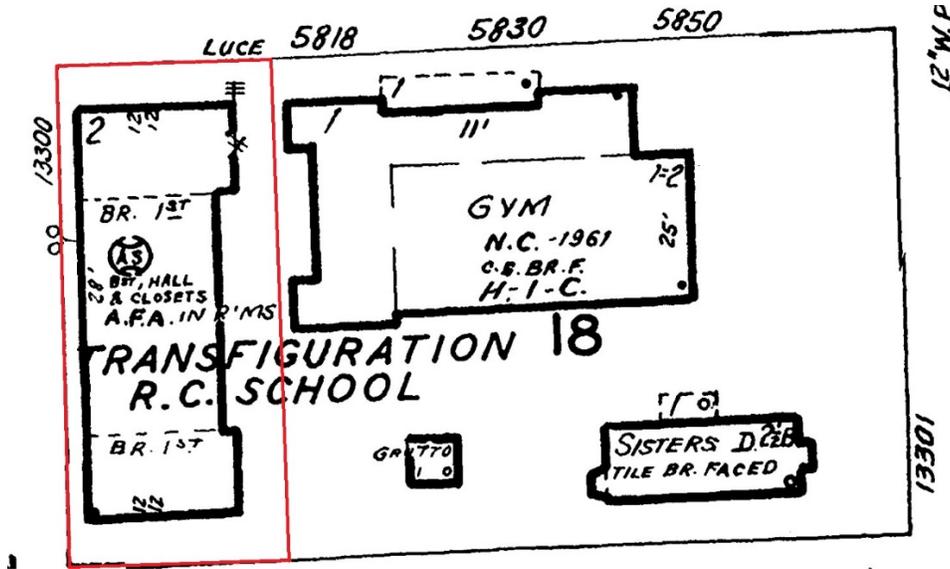


III. BUILDING OVERVIEW



Approximate Floor Plan of Transfiguration School Building – All Listed Measurements are Estimates

The Transfiguration School Building has two stories and a basement, with each main story having a footprint of approximately 10,750 sf for a total building size of approximately 21,500 sf before basement. Original floor plans are unavailable and all provided figures are estimates. Bidders will have an opportunity to take their own measurements of the building during the pre-bid meeting and open house.



The land on which the school building is located is currently part of a larger parcel with an official street address of 13291 Mound, which also includes the former gymnasium building, parking, and the Our Lady of Czestochowa grotto. The AOD will continue to operate the gymnasium, parking, and grotto, so the existing parcel will need to be split and subdivided through the City of Detroit Assessing Department as part of the purchase of the school building. The AOD has previously sold off the former rectory building on the southeast corner of the same block, which was also originally part of the same parcel (now 13301 Mound).

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IV. PROGRAM REQUIREMENTS AND GUIDING PRINCIPLES

Program Requirements

The City requests a mixed-use, mixed-income adaptive reuse of the existing structure with the following components (the "Project"):

- Multifamily Residential: 15 - 25 multifamily residential units, of which at least 20% shall be affordable to those households at 80% of area median income (AMI) or lower. The unit mix and sizes should be supported by market conditions.
- Preservation of Historic Architecture: Many of the building's original features such as terrazzo flooring, tin ceilings and original woodwork are in excellent condition. The City encourages the preservation and restoration of these items whenever feasible.

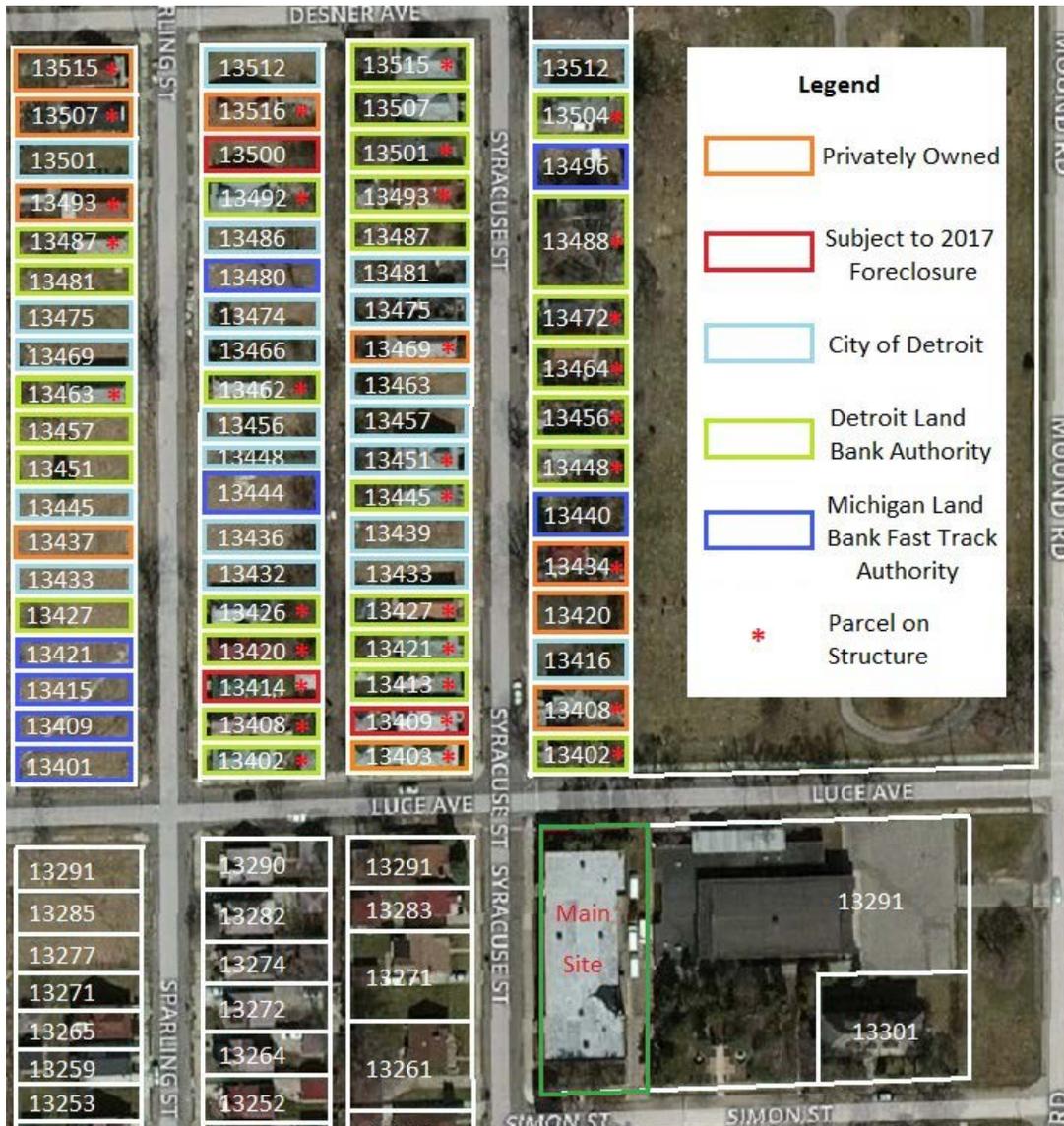


- Surface Parking: The amount of space on site to accommodate off street parking is extremely limited. The selected developer will need to find creative solutions to provide necessary parking. The City of Detroit, Detroit Land Bank Authority ("DLBA") and the Michigan Fast Track Land Bank Authority own several parcels in the immediate area (see figure on next page) that may be considered to meet this requirement. The current zoning of the site requires a minimum of 1.25 parking spaces per residential unit in the development.
- Neighborhood Publicly Owned Parcels: In addition to surface parking, additional nearby parcels may be developed and maintained as active community green space to be utilized by residents of the development and the surrounding neighborhood. Renovation and/or demolition of a limited number of adjacent/neighborhood publicly owned structures may also be considered as a component of this proposal if deemed feasible.

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- Informational Session for St. John Paul II Parish: The Archdiocese has requested that the selected developer hold an informational session presenting the details of the development to the parish members before beginning to lease units, as parishioners have shown interest in potentially renting units themselves.



Ownership of properties on two blocks north of main development site.

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Guiding Development Principles

The City of Detroit is committed to advancing design excellence in all projects, which will produce equity, sustainability, resilience, and healthy living for those who live, work, and play within and around East Banglatown. Accordingly, proposals shall exhibit walkable urban design principles and sustainable neighborhood development strategies, as follows:

Reinforce the Public Realm

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

Sustainable and Equitable Development

1. Provide a diverse residential stock with a balance of market rate and affordable units. At least 20% of the units shall be affordable to households making 80% of area median income (AMI) or lower.
2. Densities shall support opportunities for neighborhood commercial investment and jobs creation, thereby stimulating and supporting growth in the local economy.
3. Design for environmental sustainability - both in the natural (e.g., natural plant species) and built environment (e.g., storm water mitigation, LED lighting, renewable energies).

Parking

1. Parking shall not be designed fronting a street without sufficient screening and buffering, subject to the approval of P&DD.
2. Parking lots shall be screened from upper unit views, with trees or trellises.
3. Vehicular access should be located so as to minimize, if not avoid, conflicts with the pedestrian, utilizing alleys, where possible.
4. Bicycle parking should be located so as to minimize, if not avoid, conflicts with pedestrians, utilizing alleys and adequate shelter, where possible.

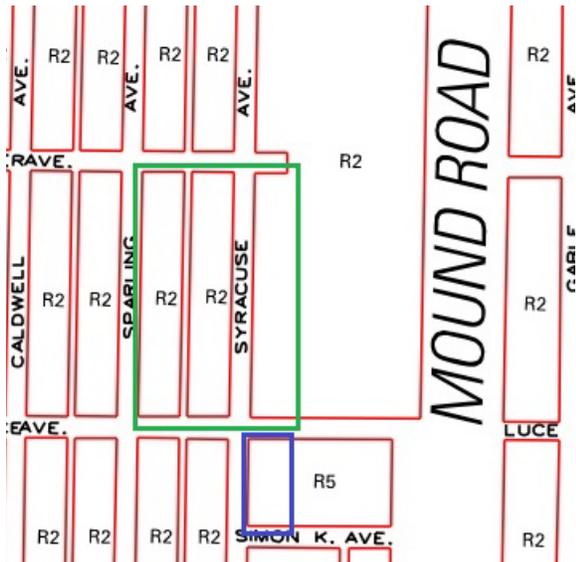
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V. REGULATORY REQUIREMENTS

The Transfiguration School Development Site is currently zoned R5—Medium Density Residential District and the parcels north of the main site are currently zoned R2—Two Family Residential District. As stated in the City of Detroit Zoning Code (Sec. 61-8-91 and 61-8-31), the R5 District is designed to provide for a range of residential development from the single-family detached dwelling to medium-density multiple-family dwellings, with the primary use in this district being the rental apartment structure. The R2 District is designed to protect and enhance those areas developed or likely to develop with single- or two-family dwellings, and the district regulations are designed to promote a suitable environment for homes and for activities connected with family life. The selected developer must receive site plan approval through the City's Building, Safety Engineering & Environmental Department (BSEED), and any other approvals deemed necessary.

Please see the zoning map below. The Transfiguration School Development Site is outlined in blue while the green outline indicates the area in which additional City and Land Bank owned properties may be added to the development. Respondents will be responsible for conducting their own due diligence on what additional zoning and permitting approvals, if any, may be required.



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VI. ACQUISITION BID & FINANCIAL INFORMATION

Acquisition and Bid Price

The AOD has not established a minimum bid price, however, each proposal must include a bid price for the Property in the submission package; otherwise it shall be deemed ineligible for consideration.

The selected developer will be responsible for all infrastructure costs related to the project, including but not limited to electrical, street, water, and sewerage. No recent environmental site assessments have been completed to our knowledge. The City may work with the developer, if necessary, to potentially obtain brownfield assessment grants through the Detroit Brownfield Redevelopment Authority, the Wayne County Economic Development Corporation, or the Detroit-Wayne County Port Authority.

Available Public Subsidies

HRD may make City grant funds available to the developer selected, such as but not limited to;

HOME – Funding to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low and very low-income. Potential gap funding.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/programs/home/

CDBG – Funding for public infrastructure or façade improvement

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs

The City may also support the selected developer in seeking certain incentives, such as but not limited to;

CRP – MEDC Community Revitalization Program

<http://www.michiganbusiness.org/cm/files/fact-sheets/communityrevitalizationprogram.pdf>

LIHTC – Low Income Housing Tax Credit Program

http://www.michigan.gov/mshda/0,4641,7-141-5587_5601---,00.html

LISC Detroit School Repurposing Fund

http://programs.lisc.org/detroit/images/what_we_do/asset_upload_file272_19517.pdf

Federal Historic Tax Credits

<https://www.nps.gov/tps/tax-incentives/before-you-apply.htm>

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VII. SUBMISSION REQUIREMENTS

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

Proposals should be submitted using the following format:

Section 1, Project Description: A narrative of the Respondent's approach to the development of 15 -25 residential units (including proposed unit mix) and adequate parking spaces. Specifically articulate how the proposal is contextually appropriate, relates to the guiding principles section of the RFP, and is inclusive of local human capital. Describe and support the anticipated market and users of the Project. Additionally, Respondent must list and provide a strategy for any additional parcels requested in their proposal beyond the base project site.

Section 2, Site Plans: Provide a schematic plan including a site plan, schematic floor plans for each level, and rendered contextual views of the proposed development. Plans shall be no larger than 11 inches x 17 inches in size. In connection with these plans, specifically identify any infrastructure, utility, zoning or other public or quasi-public entitlements or onsite or offsite improvements not presently in place with respect to the Transfiguration School Development Site, which the proposal assumes will need to be constructed or approved by a state, county or local governmental unit or public utility provider.

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

Section 4, Project Financing: Include specific terms of site acquisition, as well as a development budget that shows residential and parking components separated out and combined. Please include phasing as may be applicable, and a ten-year pro forma (operating budget) analysis including market and other financial assumptions for the Project. Include the anticipated time schedule to assemble needed financial commitments, types of financing expected, specific incentives required and their impact on the financial assumptions, and letters of interest from banks or other sources. Include any other financial commitments or projections that are relevant to the successful completion of the Project. Financial partnerships (e.g., public/private; non-profit/profit) must be identified. **All proposals must include a bid price for the Transfiguration School Development Site.**

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

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

Section 7, Prior Experience: Provide a description and dates of other redevelopment residential and surface parking projects completed, particularly those of similar size and characteristics. Include names, titles, e-mail addresses, and phone numbers of contact persons from units of government where these projects are located. Include supporting documents to demonstrate capacity. The City strongly encourages respondents to consider inclusion of team members that are Detroit-based, minority led, and/ or otherwise have a substantive body of knowledge or experience with Detroit.

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

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

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VIII. EVALUATION AND SELECTION PROCESS

Evaluation Process

A Selection Committee (the "Committee") will be established to review submissions. The Committee will consist of representatives from HRD, P&DD, the Jobs and Economy Team, the AOD, and two community stakeholder representatives. Additionally, the Committee may seek assistance from selected consultants. The Committee reserves the right to contact references and verify material submitted in any proposal.

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

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

The City intends to negotiate the terms and conditions of the sale and development through a Development Agreement, a sample of which is provided in Attachment C. It is the City's expectation that the Transfiguration School Development Site program should be completed in two (2) years from the date of closing. As set forth below, a developer's demonstrated capacity to meet the timeline will be a factor in proposal evaluation.

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

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Selection Criteria

Responses to this RFP will be evaluated using the following criteria and point allocation:

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

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IX. SUBMISSION PROCESS AND TIMELINE

Directions for Submissions

To be considered, all RFPs must be received by 5:00pm EST on May 22, 2017. The responsibility of submitting the RFP rests entirely with the Respondent to the RFP.

Submissions may be made electronically in an 8.5x11 PDF format via email to transfiguration@detroitmi.gov, or delivered to the Housing and Revitalization Department, Attn: Jason Friedmann, located at 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226. Hardcopy submissions must include three copies of the submission.

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

Once received by HRD, submissions will not be returned. Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted by email to transfiguration@detroitmi.gov. Responses will be provided to all inquiries and answers to frequently asked questions will be available. Responses to questions will be e-mailed to all Respondents on a weekly basis. No information concerning this solicitation or request for clarification will be provided in response to telephone calls.

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

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

Pre-Submission Conference & Timeline

On April 5, 2017, HRD will conduct an optional Pre-Submission Conference and Building Open House at the Transfiguration School at 13291 Mound from 1:00 p.m. Those unable to attend in person may participate via phone using dial-in number: (712) 770-4010, Access code: 674-364.

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ACTIVITIES

Release Date:
Pre-Submission Conference:
Proposal Submission Deadline:
Selection of Preferred Developer List:
Shortlist Interviews:
Final Selection/Recommendation:

DATE

March 22, 2017
April 5, 2017
May 22, 2017
May 29, 2017
June 5, 2017
June 12, 2017

For any questions regarding the submission of qualification statements, please contact transfiguration@detroitmi.gov.

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X. RESERVATION OF RIGHTS

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

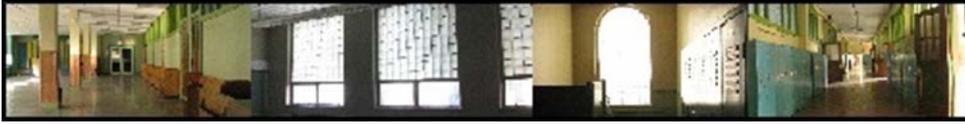
The City of Detroit reserves and may exercise the right to request one or more of the developers to provide additional material, clarification, confirmation, or modification of any information in the submission, and can supplement, amend, substitute, cancel, or otherwise modify this Request for Proposal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

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

Please Note: All Property will be sold "AS IS"

Respondents are hereby notified that the City has not investigated the environmental condition of the Transfiguration School Development Site. Various Federal, State, or other City agencies may have information regarding the environmental condition of the site. Each Respondent is encouraged to conduct its own due diligence regarding the environmental condition of the Transfiguration School Development Site. The City of Detroit makes absolutely no warranty or representation regarding the environmental condition of any of the Transfiguration School Development Site offered within this RFP.

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XI. LIST OF ATTACHMENTS

- A. Legal Description
- B. Global Detroit's Vision and Action Plan for Banglatown
- C. Standard City of Detroit Development Agreement

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Attachment A

Legal Description

Legal Description for 13291 Mound (Parcel # 13013223.001):

W MOUND 55 THRU 60 AND ALL VAC ALLEY ADJ-20' 147 THRU 156 AND ALL VAC ALLEY ADJ-18' A MEYERS & SON NO 1 L56 P84 PLATS, W C R 13/317 ALSO N 233.85 FT OF THAT PART OF SE 1/4 OF NE 1/4 SEC 17 T1S R12E LYG S OF AND ADJ LUCE AVE BTWN SYRACUSE AVE & A MEYERS & SON SUB# 1 13/--- 123.2 IRREG

Again, the AOD will continue to operate the gymnasium, parking, and grotto, so the existing parcel will need to be split and subdivided through the City of Detroit Assessing Department as part of the purchase of the school building.



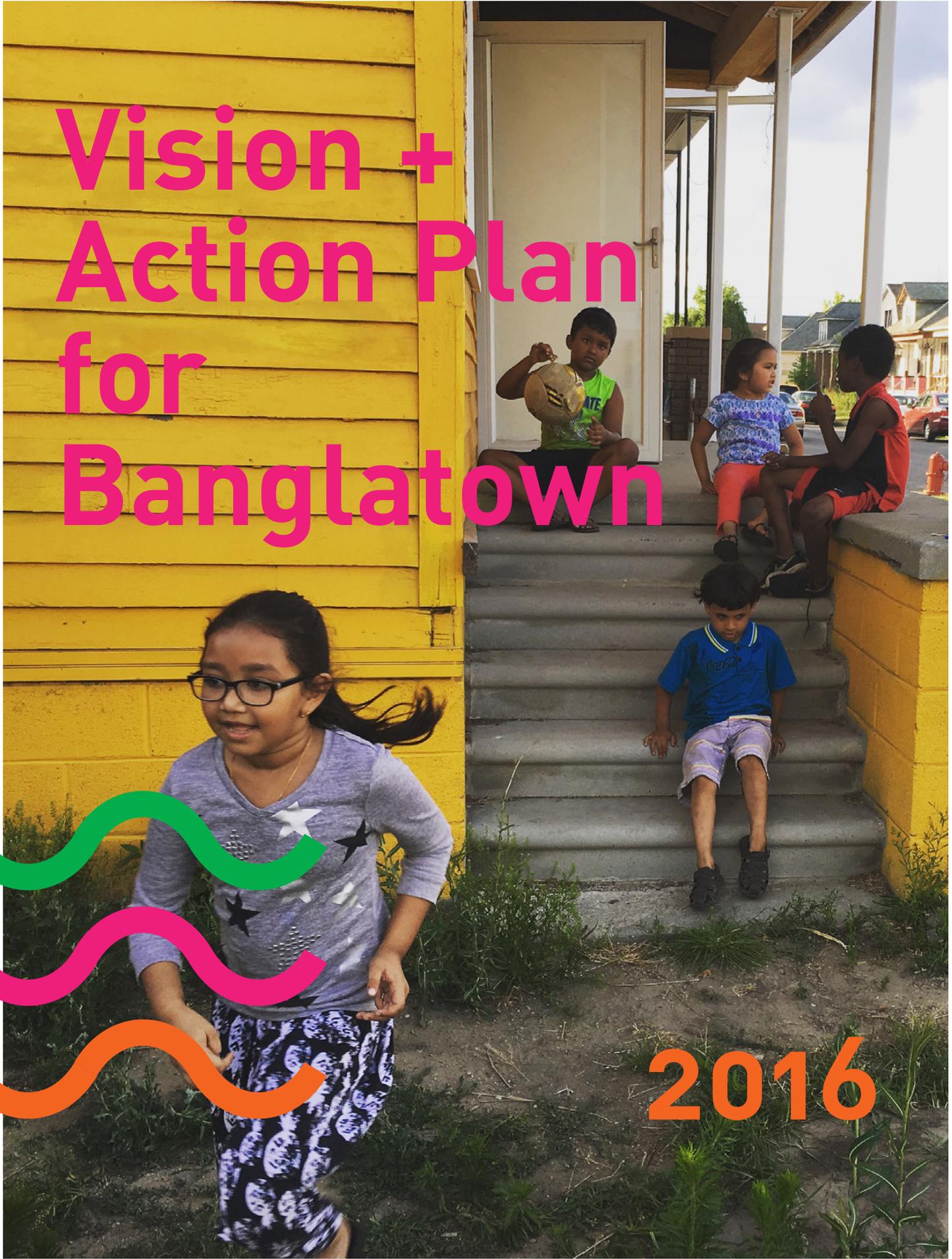
Attachment B

Global Detroit's Vision and Action Plan for Banglatown

Vision + Action Plan for Banglatown



2016



Report
Prepared
by:

Global Detroit

Steve Tobocman
Director

Sloan Herrick
Deputy Director

Raquel Garcia Andersen
Director of Partnerships +
Community Outreach

Md Abdul Muhit
Community Outreach

**Demographics and
Engagement:**
Michelle Rubin

Fiscal Sponsorship:
Southwest Housing Solutions

goodgood

Namita Dharia
Anthropologist

Benjamin Gaydos
Principal, Designer + Facilitator

Nicholas Looney
Designer, Photographer +
Facilitator

Marc O'Brien
Designer + Facilitator

Karen Stein
Principal + Designer

Archie Walker
Designer + Facilitator

Julia Yezbick
Anthropologist + Facilitator



The Vision + Action Plan for Banglatown was developed with input from over 350 residents, business owners, and neighborhood stakeholders of the Banglatown neighborhood over a six-month period in Summer and Fall 2016. Thank you to all who joined in this planning process by talking with us at your front door, attending and hosting events, and helping to craft this plan. The Vision + Action Plan builds on the diverse hopes, dreams, and ideas of Banglatown residents to support a healthy and vibrant community.

In this work, Global Detroit partnered with goodgood, an interdisciplinary design firm, to weave professional design and design-oriented thinking throughout the project's communications, engagement methodology, and overarching planning strategy. goodgood helped to thread together economic, social equity and ecological factors in the design and engagement process, teaching Global Detroit about the transformative role that design can play in neighborhood engagement and community building efforts.

A special thank you to the community partners and businesses that opened their doors for engagement events and community meetings including the Bangladeshi American Public Affairs Committee (BAPAC), Burnside Carwash, Hamtramck Historical Museum, Lasky Recreation Center, Meghna Bazaar, and Power House Productions.



Key partners include:

City of Detroit

Planning and Development Department

Esther Yang, Design Director - East Region

Jason Friedman, Director of Development - East Region

Omar Davis, Urban Landscape Planner - East Region

Jacqueline Taylor, Lead Historian/Cultural Landscape Specialist

Mayor's Office of Immigrant and International Affairs

Fayrouz Saad, Director

Taylor Nelson, Executive Programs Coordinator

Detroit City Council

Scott Benson, Council Member District 3

Imam Mikhail Stewart, Immigrant Affairs Coordinator for Scott Benson

City of Hamtramck

Kathy Angerer, Director of Community and Government Affairs

Mohammed Hassan, Council Member

Community Partners

Bangladeshi American Business Association of Michigan (BABAM)

Bangladeshi American Public Affairs Committee (BAPAC)

Bandhu Gardens

Bank Suey

Burnside Carwash

Burnside Farm

Hamtramck Community Initiative

International Hope Center

Power House Productions

Women of Banglatown

The Banglatown Vision + Action Plan was made possible with funding from the **Kresge Foundation** and the **National Endowment for the Arts**.

Neighborhood Voices

(Collaborative of residents established through this engagement process)

Ojas Alolkar

Mohammed Abdul Muhit

Shaffwan Ahmed

Rosa Pritchett

Razoul Chowdhury

Karima Majidi

Nazia Chowdhury

Mohammad Mukhit

Imam Mika'il Stewart

Raquel Garcia Andersen

Engagement Area

Global Detroit's Opportunity Neighborhoods is an emerging strategy designed to zero in on Detroit neighborhoods with sizeable immigrant populations. The strategy aims to equip these neighborhoods with resources and tools to include immigrants in asset building and economic development, as well as enhance existing neighborhood-based efforts aimed at a healthier and more vibrant local economy. Opportunity Neighborhoods taps into, and mobilizes, the potential of both longstanding residents and immigrant groups, while creating mutually beneficial opportunities for all neighborhood stakeholders. The Banglatown neighborhood is one of six identified Opportunity Neighborhoods.

Banglatown is an Opportunity Neighborhood in which individuals and community groups in and around the community describe its geographic boundaries differently. Global Detroit began outreach in the areas defined by community partners including Power House Productions and the Bangladeshi American Public Affairs Committee (BAPAC) and expanded beyond these boundaries when natural nodes of connectivity pulled the outreach team to different areas of the community. Outreach also expanded into the "WEST" section of the engagement area to ensure meaningful relationship building with longstanding African American residents.

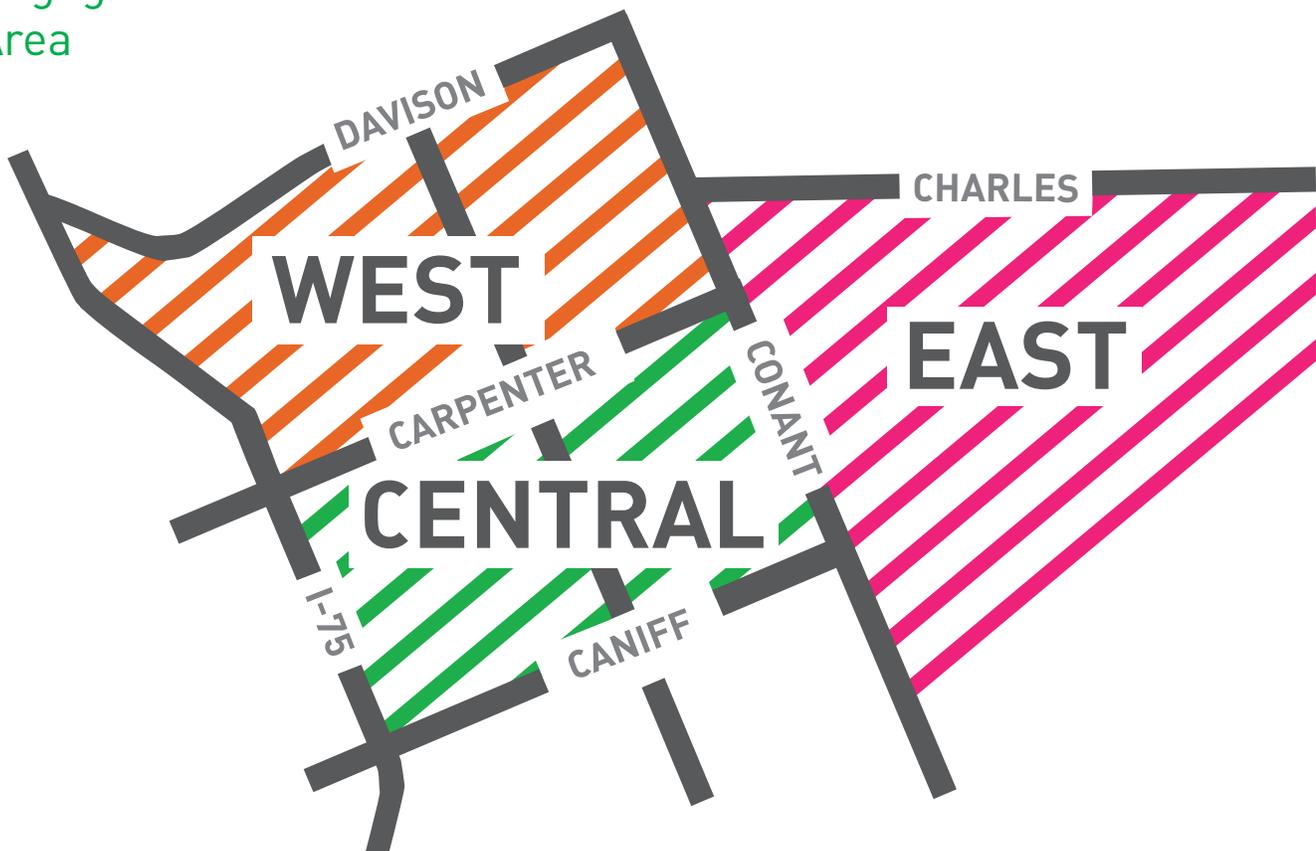
This planning process did not attempt establish a common set of neighborhood boundaries. The engagement area is instead broader than any single definition of Banglatown to be inclusive of all boundary definitions. The Vision + Action Plan will, at times, use **WEST**, **CENTRAL**, and **EAST** demarcations to highlight characteristics and conditions that are unique to a specific section of the engagement area.

Global Detroit's Position within the Community

In 2014, Global Detroit was invited by BAPAC to host a microlending workshop for local business owners along the Conant commercial corridor in Banglatown. Our team was immediately inspired and motivated by the strong entrepreneurial spirit and diverse market fabric of the community.

In 2016, with the generous support of The Kresge Foundation and the National Endowment for the Arts (NEA), Global Detroit embarked on a neighborhood engagement and planning process that would generate a collective vision for the future of this community. Without a community development corporation in Banglatown, the neighborhood lacked a cohesive community plan to unite the various improvement efforts of diverse stakeholders.

Engagement Area



Global Detroit, working with stakeholders, leveraged staff time, volunteers, and existing relationships to generate the energy required for authentic neighborhood planning. The process contained specific resources and intentions to utilize design and data visualization to bridge language and cultural divisions between the community's diverse residents.

For more than five years, Global Detroit has been a leader in creating infrastructure and systems to better integrate immigrants into the civic, social, and economic fabric of Metro Detroit. Global Detroit began with a 2010 study on the powerful impacts that immigrants have on the regional economy. With a strong understanding of not only the positive influence that immigrants have on communities, but the challenges they face due to social, cultural, and linguistic barriers, Global Detroit developed a methodology that would reach immigrants who would otherwise be excluded from community planning efforts and applied it to its work in Banglatown. This strategy included a door-to-door outreach campaign, a diverse outreach team, translation and interpretation for all communications, and informal, block-level events that would attract children and their parents and others unlikely to attend community meetings. In doing so, Global Detroit and goodgood, the "planning team," also focused on connecting with low-income African American residents, who often face similar barriers to immigrants. This very same methodology - going to residents, rather than requiring they come to us - is critical in penetrating isolated communities. While the causes of isolation are different for immigrants than other low-income minorities, the outcome is the same - they often are disconnected from the information and resources that could improve the quality of life for them and their families.

With a Bangladeshi community organizer and a robust outfit of diverse outreach volunteers, Global Detroit built strong relationships of trust and demonstrated accountability and follow-through by also connecting families to needed resources and services including English as a second language (ESL) classes, citizenship classes, homeownership, foreclosure resources, food banks, and more. These relationships shed light on the strengths and challenges associated with living in this neighborhood, and the individual challenges that families face. Global Detroit aims to continue the work it has begun with the Banglatown community and looks forward to helping stakeholders activate the vision set forth by this document.

History

For the past three decades, a significant number of immigrants have moved to Banglatown, mostly from Bangladesh (often by way of Queens, New York), as well as from Yemen. The city of Hamtramck, which is partially included in the engagement area, is a traditionally Polish immigrant enclave. In the early decades of the 20th Century, the area attracted thousands of immigrants from Europe to work in the auto industry. Following World War II, the area continued to attract immigrants from Eastern Europe, including Yugoslavia, Ukraine, and Albania. In more recent decades, immigrants from the Middle East and Asia followed, including Yemenis, Bangladeshis, and Indians. Today, Banglatown is home to one of the nation's densest clusters of Bangladeshi-Americans and Hamtramck represents the only community in America with election ballots printed in Bengali. In fact, in 2015 Hamtramck became the first American city with a majority Muslim City Council. Banglatown is also home to large numbers of African-American, Yemeni, Polish, Bosnian, and other diverse residents. The unique immigrant-rich climate of Banglatown makes it both a culturally and linguistically diverse community.

In the last decade, Banglatown also experienced an influx of artists moving into the area. Many of the artists have taken an active role in the community and are exploring creative ways to use art to address vacancy and blight, including a number of powerful public arts projects. Banglatown also has a walkable and dense commercial corridor on Conant Avenue, housing ethnic restaurants, markets, and retail shops. Although the area is vibrant and has a strong sense of community, the neighborhood and surrounding areas have still been impacted by the decades of disinvestment that much of Detroit has endured. Many families in the community live at or below the poverty level and struggle to meet basic needs. Further, community development efforts in the area have lacked the cross-cultural cohesion and common vision needed to transform the neighborhood as a whole.

Banglatown Community Snapshot

Boundaries

The borders of Banglatown are not well defined and differ depending on which source is referenced. For consistency throughout this planning process, Global Detroit has defined the Banglatown neighborhood as located in North Central Detroit and North Hamtramck. Global Detroit's engagement has been predominantly concentrated in Northeast Hamtramck and a portion of North Central Detroit comprised of US Census tracts 5105, 5106, and 5520. However, Global Detroit has also conducted outreach in the areas south of this engagement area. The original engagement area was defined by the boundaries put forth by Power House Productions and BAPAC. In areas, the planning team extended beyond these boundaries to engage a diversity of residents, including business owners along Conant Avenue.

Population demographics

Data from the 2014 American Community Survey (ACS) 5-year estimates show that within the engagement area, 48.6 percent of the population are foreign-born, with 34 percent of the total population originally from Bangladesh, three percent from Yemen, three percent from Poland, and three percent from Ukraine. In addition to a large immigrant population, 17 percent of the population in the engagement area identifies as African American, and four percent identify as belonging to two or more races. In the engagement area 63 percent of units are owner-occupied, and 37 percent are occupied by renters, showing a fairly strong rental market for residents. As a whole, the engagement area has seen years of disinvestment. This is marked by a high poverty rate of 55 percent, an average median income of \$24,313.67, and a housing vacancy rate of 25 percent. These numbers are significantly worse in the western portion of the engagement area which is 26 percent African American and has an average median income of \$18,163, a poverty level of 63 percent, and a housing vacancy rate of 31 percent.

Methodology for Community Engagement

The planning team sought to build and implement an inclusive community engagement and neighborhood planning process to form a shared vision, long-term community priorities, and an actionable plan to counter decades of disinvestment in Banglatown. This intensive six-month planning process aimed to create a sense of ownership and collaboration amongst a

diverse set of stakeholders so that they can become the driving force in the implementation of strategies to build community and improve the quality of life in Banglatown. Throughout the engagement process, the planning team sought feedback from residents and community partners. Adjustments were continually made to the strategy to foster stronger connections and draw in new participants. This approach has begun to form the foundation upon which to pursue community and economic development activities in a manner that is inclusive of immigrants, African Americans, and others that are often far removed from community and civic activities in the engagement area.

Outreach was designed to overcome barriers faced by residents of Banglatown such as transportation issues or English language barriers. By meeting residents in their homes, places of business, and recreational spaces, among other locations, the outreach team traversed social, cultural, and language barriers. Through door-to-door outreach, the planning team worked not only to engage residents in the community planning process, but also to work towards closing the perceived information gap in the neighborhood.

While talking with residents about the future direction of the neighborhood, the outreach team worked to connect individuals with resources and services to meet basic needs. Often, this involved exploring existing resources, connecting residents to appropriate providers, and providing additional support such as translation or aid in filling out an application.

The planning team ensured that community meetings were language accessible by providing Bengali and Arabic translators as well as utilizing visual design tools, such as iconography and data visualization, to help convey information to facets of the population who may have limited English proficiency. The planning team also engaged with those in the community that utilize technology regularly by posting information about community planning events and available resources on the Banglatown Block Club Facebook Page.

Engagement Timeline



Overall, the planning team's process was focused on hearing from and building relationships with as many residents as possible. This community engagement outreach strategy and timeline is outlined below:

Ongoing Door-to-Door Canvassing (April - October 2016)

The canvassing strategy consisted of one-on-one conversations with residents, passing out fliers to community meetings and other events, and administering an asset and challenge mapping community survey. The survey was used to help identify main priority areas in the neighborhood, where residents wanted to see change. Canvassing took place in the areas in which engagement events would later be held, in order to maximize long-term participation of residents in the process, as well as spread out canvassing efforts geographically to ensure the outreach team heard from as many different groups as possible.

Neighborhood Interactives (June, July, and September 2016)

The neighborhood interactives took the form of structured community planning meetings and were each held in a different geographic area of the neighborhood in order to attract different demographics of residents. We heard from diverse community members about their neighborhoods, including what they like and what they identify as problem areas. In order to maintain transparency,

Global Detroit also updated the participants with new information emerging from the community. At the neighborhood interactive held in September at Lasky Recreation Center, attendees worked collaboratively in small groups to craft viable program ideas to address common challenges in the neighborhood. Groups conversations and proposals centered on homeownership, race and neighborhood cohesion, safety, women's resources, prosperity and income, and parks and nature.

Neighborhood Walk and Asset Mapping (June 2016)

The planning team hosted a full day of neighborhood asset and challenge mapping as a way to learn about how residents navigate their neighborhood, what they admire about where they live, and the daily challenges they face. The mapping event was held at The Jar House and The Squash House, community-meeting places in the engagement area developed by Power House Productions. Global Detroit set up a tent in the neighborhood and had several large-scale maps for residents to draw on, as well as many smaller maps on clipboards to take on a neighborhood walk. Residents were encouraged to chart how they experience their neighborhood, exploring the past, present, and the future of what the neighborhood could look like on the large maps. Community members also were invited to lead the planning team and other members on their favorite routes throughout the neighborhood, and record information on the smaller maps. Community characteristics were explored, including the built environment, issues of mobility, borders, and public space. Evidence regarding where children like to play, how they get to and from the corner store, and where families usually do their grocery shopping emerged during this process. This day of community mapping culminated in a neighborhood potluck attended by several neighbors.

Community Picnics (August 2016)

Global Detroit hosted two community picnics in the summer months of this planning process. One was located at the Burnside Carwash, a neighborhood car wash run by two local residents in the western portion of the engagement area. The other picnic was held in the central section of the engagement area, outside of a store in the Conant Avenue commercial corridor, called Meghna Bazar. Holding picnics in two different locations allowed the planning team to meet with people who otherwise may have not been reached on their block or where they spend their free time. Both picnics focused predominantly on relationship building and on creating activities for children in the neighborhood. Community picnics improved the planning team's ability to talk to residents about individual and neighborhood needs in an informal setting. Guests of these picnics helped to build B-Boards (design-rich oversized sandwich boards) that will help disseminate important information on community services. These B-Boards help to improve access to information and resources in and outside of the community. They will be placed at the picnic sites to serve as a point of resource sharing and information dissemination.

Neighborhood Voices Collaborative (August - October 2016)

As of October 2016, the Neighborhood Voices Collaborative is comprised of ten diverse Banglatown residents who were instrumental in the community planning process. The intent in creating this collaborative was to build deeper bonds and connections between different ethnic and racial clusters in the neighborhood and mobilize a group of residents to take a leadership role in implementing some of the elements of this Vision + Action Plan. The Neighborhood Voices Collaborative currently meets monthly to think through some of the priority areas identified by this planning process, such as safety, women's resources, and workforce development.

Alley Clean Up (September 2016)

Global Detroit hosted a community alley cleanup in September 2016 in partnership with the City of Detroit Department of Neighborhoods, Councilman Scott Benson, Youth of Ummah (YOU) Hamtramck, and Power House Productions. Throughout the planning process, the planning team heard that despite residents viewing the alleys as unkempt and dangerous, they were often used as footpaths to get around while avoiding the busy main roads. The cleanup was focused on the alley by Ride It Sculpture Park, a park used by young neighborhood skaters and children that attend nearby Davison Elementary School.

Attending Community Events Hosted by Other Groups (Ongoing)

When Global Detroit began this planning process there was already a strong and active sense of community present in the neighborhood. Therefore, this process aimed to build relationships with those stakeholders who were already active in the community, in order to partner with them, build upon existing efforts, and avoid duplication of community building activities. Global Detroit team members attended numerous community events in an effort to establish trust, meet people where they are, connect in more informal settings, and to fully experience the range of civic, social, and volunteer activities in the neighborhood.

Conserving the Strengths of the Neighborhood

Banglatown shows a number of signs of progress and opportunity. Conant Avenue, the main commercial retail thoroughfare, is bustling with activity and is one of the few neighborhood retail strips in Detroit with virtually no vacancies. Neighborhood relations are relatively free of the conflict that often characterizes communities with such varied races, religions, cultures, and languages. The arts community has been developing some of the most innovative projects and programs of any disinvested urban neighborhood in America. Immigration draws thousands of new residents to this area, preventing the rate of population decline seen by many other Detroit neighborhoods.

Banglatown has many strengths that should be preserved to maintain the spirit of the community and leveraged in order to advance prosperity for those in the neighborhood.

Housing + Homeownership:

The community maintains much of its original housing stock developed at the beginning of the 20th Century. In many areas, this housing stock is well maintained by renters and homeowners. Rentals and homes for sale are largely affordable. The density of this housing offers established blocks of tree-lined streets and traditional street grids with alleys.

Visual + Performance Arts:

Artists and performance groups are integrating arts and culture into the daily lives of residents and visitors. They are blending intentional art and design strategies with natural immigrant, residential, and commercial redevelopment already underway. Some of these groups also are playing important roles in welcoming immigrants and connecting them to information and resources that ease integration. Artist groups of this nature include Power House Productions, Bank Suey, Pops Packing, The Hinterlands, Write a House project, Afterhouse, Right Brothers, and Zimbabwe Cultural Center of Detroit.

Gardening + Urban Farming:

Banglatown is home to an active and engaged urban farming contingent, many of whom enjoy sharing their methods of husbandry and sales/marketing of produce with immigrants in the community. Immigrants themselves bring gardening techniques that originated in their home country, which subsequently add to the unique landscape of the community. These include latticed gardens where produce is grown along vines raised in the air by scaffolding upwards of six feet tall. Urban farms and gardens in the community include but are not limited to Burnside Farms, a neighborhood growing collective that seeks to create a new narrative around race and difference, Bandhu Gardens, a women-only growing collective that has several accounts with restaurants and provides supplementary income for the families of these women, and Appleseed Orchards, an orchard that provides fresh produce to neighbors and additional income for growers in the neighborhood.

Immigrant Gateway:

Throughout the last century, the residents of this community have hailed from France, Germany, Poland, and now new immigrants are coming from Bangladesh, Yemen, Bosnia, and Ukraine. Immigrants account for most of the diversity in the community, a steady source of new residents (reducing population decline in this community and increasing investment), and the ongoing draw of others from across the globe. Immigrants contribute greatly to the diversity of foods, languages, and religious institutions. BAPAC is connecting immigrants to healthcare opportunities, encouraging political leadership in the Bangladeshi community, conducting civic engagement, and celebrating Bangladeshi culture in the community. Volunteer collaboratives, initiatives, and organizations including HUSS, Welcoming Hamtramck (a project of Welcoming Michigan), International Hope Center, Hamtramck Community Initiative, and ACCESS have been promoting a welcoming community, connecting immigrants to social services and other opportunities.

Independent Business Culture:

Immigrants and longstanding residents have established an entrepreneurial spirit in the community. This has made for a rich diversity of businesses and a dense commercial strip that is welcoming to new business owners. Many in the community aspire to own their own businesses. BAPAC and the Bangladeshi American Business Association of Michigan (BABAM) are supporting independent business development, as well as fostering a cultural destination of restaurants and stores on Bangladeshi Avenue.

Open + Vacant Space:

The open and vacant space in the neighborhood presents opportunities to repurpose vacant lots for new and affordable housing, community gardens, pocket parks, small ponds, and playgrounds.

Walkability, Bikeability + Density:

Much of the engagement area offers a walkable and dense environment that is close to the commercial corridor on Conant Avenue, which houses ethnic restaurants, markets, and retail shops. The neighborhood contains most of what residents need day to day. The area is centrally located, close to amenities, and a bike ride away from Detroit's cultural assets.

Volunteerism + Existing Networks:

While not all residents are connected to volunteer and engagement opportunities, there is a strong backbone of community-based volunteers involved in various efforts related to improving safety, starting block clubs, and helping residents with tasks, such as how to understand water bills and car insurance, or how to navigate the Department of Health and Human Services office. Once residents tap into some of the informal networks present in the community, they have access to important information related to community events, safety initiatives, and other resources.

Partnerships between the City of Hamtramck + the City of Detroit:

Banglatown straddles two municipalities and has shown early signs of collaboration between the two cities. Moving forward, these partnerships and collaborative efforts can serve as a good model for how cities in other areas can work together.

Transportation:

As of September 2016, the Detroit Department of Transportation's (DDOT) service expansion included the addition of the #95 Ryan Express - connecting downtown Detroit via Conant, Caniff, Lumpkin, Holbrook, and I-75. Other long standing bus routes include the #12 that connects to Belle Isle via several stops along Conant; and the #10 that also goes downtown via Joseph Campau and Holbrook, among other stops. These options, while limited, help to reduce isolation by connecting residents with the rest of the city.

From residents:

I like that my cousins live so close. I can walk to their houses.

I want to stay here forever.

I can walk everywhere.

আমার এটা ডাল লাগে যে আমি আমার নিজের (প্রথম) ডায়ায় আমার প্রতিবেশীদের সাথে কথা বলতে পারি।

I have been here since I was 5. I don't remember any place else.

People look out for one another.

It is nice to be able to speak my home-language.

I love the people in this neighborhood.

I wish my dad did not have to drive far for work.

It's nice to see kids playing in the neighborhood.

I want to stay here forever.

I want the ugly houses to be pretty.

এই রাস্তায় বা এই এলাকায় আমি যেতে চাইলে আমার বাবা মা আমাকে যেতে দেন।

I like being close to great markets, restaurants, and shopping.

Seeing children playing makes me happy.

The artist community is good for our area.

I can be myself here.

Vision Overview

The planning process culminated with a set of visionary statements that will steer the future direction of the neighborhood. These statements follow:

Banglatown is home to a strong, connected, and diverse community of residents and business owners. It also is a welcoming neighborhood where people from different cultures, backgrounds, and generations can learn about one another and contribute to the quality of life in the neighborhood. Neighborhood stakeholders and future investors are committed to

building upon the community's assets, including its history as a destination for newer immigrants, and to mobilizing efforts that maximize future opportunities for residents and visitors. Residents want to stay in the neighborhood because it is an enjoyable place to live, raise a family, or retire.

Banglatown is a neighborhood in which...

- ...people feel safe and secure.
- ...residents have access to and information about gainful employment, trainings to hone skills, and support through career laddering and small business development programming.
- ...residents have access to affordable rentals and homeownership opportunities including resources to renovate older houses.
- ...there are options for women-only recreation, exercise, entertainment, worship, and other supporting projects that meet their needs.
- ...people of different ages, ethnicities, races, socioeconomic statuses, genders, languages, and religions all interact and accept the differences of one another, recognizing their diversity as a strength.
- ...residents and visitors enjoy a clean environment, beautiful parks, and recreational spaces for people of all ages.
- ...residents are educated, informed, and empowered to access the information and resources they need to better support their families.
- ...residents feel informed and empowered to activate positive change in their community.

Vision + Action Plan

This Action Plan is informed by the perspectives, ideas, and solution-oriented thinking of over 350 local residents and representatives of community-based organizations. It is intended to provide a roadmap to bring this vision to reality. This plan is a cross-sector strategy that relies on active participation from municipal government, community partners, residents, and business owners.



SAFETY:

Residents and visitors feel safe and secure.

Neighborhood partners are building connections between City of Detroit and Hamtramck Police Departments, working with community partners and residents, strengthening relationships with the police to create a neighborhood where everyone feels safe, welcome, and respected.

Breakdown of issues that threaten Safety.

Limited police presence.

Insufficient methods of communication to notify others of crime in real time.

Racial and cultural differences between police officers and residents.

Lack of coordination between residents and police.

Lack of coordination between resident-led safety patrols.

Many residents disconnected from organized efforts.



Safety: Actionable Strategies

- #1. Identify safety captains across the engagement area to coordinate with police, circulate crime updates, and flag issues within a two to four block radius. Task safety captains with promoting coordination between resident-led safety patrols.
- #2. Promote better communication between Detroit and Hamtramck Police Departments and the Banglatown neighborhood and increase public safety presence in the engagement area. Work towards hiring at least one bilingual police officer to work in this community. Consider bike patrols in the neighborhood to reduce theft and other crime. Outline schedule for monthly communication between Detroit and Hamtramck Police Departments and key safety captains in the neighborhood. At monthly meetings, highlight challenges related to police attitudes in the community and racial and gender dynamics.
- #3. Build off of existing efforts to reclaim outdoor spaces (lots and buildings) for projects like community gardens, outdoor sports, and public art installations. Promote outdoor projects in which groups are working outside in visible spaces making it more difficult for crime to take place in the community.
- #4. Improve signs, sidewalks, and crosswalks to make the bike and pedestrian experience safer at all hours. Install signs at key intersections to ensure that vehicles stop and/or observe speeds and one-way arrow signs to prevent drivers from going the wrong way down one-way streets. Encourage municipal partners to provide regular updates regarding infrastructure improvements.
- #5. Remediate blight and board up vacant commercial and residential buildings. See Physical Condition section below.
- #6. Introduce a housing rehabilitation program to reduce open and dangerous spaces and maintain the density of the community. See Housing and Homeownership section.
- #7. Encourage information sharing and real time communication through participation on Nextdoor, Facebook, and regularly scheduled community

meetings.

- #8. Replicate the Power House Productions safety model (see below in “Examples of existing efforts”) in other nodes across the community - utilize mass texting, neighborhood patrols, outdoor spaces and programming, and a newsletter to keep people connected and vigilant.

Examples of existing efforts:

Power House Productions is organizing residents in the Northeast section of the engagement area. They have a texting group that sends out alerts related to safety, a neighborhood patrol that is dispatched regularly, and have worked to rehab formerly vacant lots and buildings to productive reuse. Programming in these lots and buildings ensures more people in public spaces where they can deter criminal behavior, sometimes simply due to their presence.

Hamtramck Community Initiative hosts a Hamtramck Citizen patrol. The Patrol watches for crime but also makes note of blight, street lights that are out and boarded up properties that have been reopened by trespassers.

BAPAC has worked with police officers to promote cultural sensitivity by providing opportunities for cultural emersion in Bangladesh.



PROSPERITY + INCOME:

Residents have access to and information about gainful employment, trainings to hone skills, and support through career laddering and small business development programming. The neighborhood has resources and connections to public and private sector entities that enable residents of all ages to increase wages and earning potential. Community partners are committed to working with existing career laddering, workforce development, and entrepreneurship training providers to bring culturally competent services to the community, where people are most comfortable receiving services. These educational workforce development and entrepreneurship opportunities build on existing assets of residents and business owners and match the needs of the population by providing tailored support for women, returning citizens, the long-term unemployed, new immigrants, and local business owners.

Breakdown of issues that threaten this vision for Prosperity + Income.

Limited transportation and high car insurance rates. Many jobs and job training opportunities exist outside of the community in areas that are difficult to reach without private or public transportation.

High car insurance rates preclude some residents from owning a car.

An absence of nonprofit and government-run initiatives intended to generate wealth within the community.

Immigrants have valuable skills that are underutilized (e.g., trained accountants working to package boxes).

Many women are saddled with the majority of household responsibilities, often leaving them incapable of understanding and participate in the local market, and contributing to family income.

Language and cultural barriers make gainful employment difficult.

Long-term unemployment and underemployment. The process of starting a business is intimidating and unclear.

While some locally-owned businesses thrive, many are providing only subsistence earnings and would benefit from additional access to capital, training, and technical assistance.



Prosperity and Income: Actionable Strategies

- #1. Develop a workforce development model that meets the distinct needs of low-income communities of color by offering tailored career planning, soft skill development, women-only offerings, as well as partnerships with local employers to identify the jobs and skills that are most needed and offering trainings to build these skills.
- #2. Improve access to existing workforce and entrepreneurship development programs by inventorying and disseminating information about these resources to residents in the community.
- #3. Foster exchanges, sales, and service offerings between community members by taking an inventory of resident skills and professions, publicizing this inventory (printed and online), and working to make connections between residents with trades and skills and residents in need of services or goods.
- #4. Introduce small business development trainings that are culturally competent and meet aspiring business owners where they are. Classes and other services should be offered in multiple languages (Bangla, English, or Arabic).
- #5. Educate people on the advantages of being banked, using IRS tax volunteers to complete tax returns, applying for the Earned Income Tax Credit (EITC), and participating in other credit building opportunities like lending circles, or Individual Development Accounts (IDAs).
- #6. Draw Reba-free and other flexible capital programs to the neighborhood for small business loans, housing rehab, and purchasing automobiles.

Examples of existing efforts:

Bandhu Gardens recognizes existing gardening talent and efforts of Bengali women in Detroit and helps amplify and expand their opportunities. Through connecting Bengali women gardeners with local restaurants and farmers markets, neighbors work together to increase families' economic security, neighborhood vibrancy, and city-wide access to unique, fresh produce.

BABAM is an association of Bangladeshi businesses in Michigan. The organization was created to encourage cooperation among business owners, promote and maintain safety and security for business owners and their patrons, and to represent Bangladeshi businesses in the state of Michigan. At present most of their members are located in the city of Hamtramck.

BAPAC, in partnership with DTE, is helping residents by creating payment plans for unmanageable heating bills, reducing the likelihood that families will have to choose between paying their heating bill and buying groceries.

Better Life Bags hires local seamstresses who work from home in Hamtramck and Banglatown. The employees are given a commercial sewing machine and pre cut 'kits' to make high quality handbags, bike bags, cell phone pouches, etc.



HOUSING + HOMEOWNERSHIP:

Residents have access to affordable rentals, homeownership opportunities, and resources to renovate older houses. Residents have access to both affordable rental and homeownership opportunities in the neighborhood that meets their needs and stage in life. The cities of Detroit and Hamtramck, landlords, and developers are informed about and sensitive to the need for affordable housing and units that can accommodate multigenerational households. Residents are educated about home ownership opportunities, knowledgeable about the purchasing process, and supported by nonprofits and community-based organizations. Homeowners and landlords have access to new and existing housing rehabilitation resources to improve the existing housing stock.

Breakdown of issues that threaten these fair housing opportunities.

Limited knowledge about the pathway to homeownership.

The Detroit Land Bank Authority (DLBA) ownership information, as well as acquisition regulations and processes, are unclear to residents.

Demand for larger homes in the neighborhood. Limited Information about the resources available to remodel older homes is lacking.

Many in the neighborhood are ineligible for existing city and nonprofit resources.

Without consumer education, protection, and advocacy, renters and homeowners are not protected from unscrupulous contractors and landlords.

Millennials are looking for efficient and modern housing. In order to attract this age-range, it's recommended that new development consider the wants and needs of this generation.



Housing + Homeownership: Actionable Strategies

- #1. Host a bi-annual housing fair in the neighborhood that educates residents about the purchasing process, available resources for rehab, how to work with the DLBA, and more (Bring information about these resources to events in the community throughout the year).
- #2. While capital for homeownership and resources for renovation exist in Detroit and Hamtramck, many in the engagement area are not eligible. Respond to demands to renovate and merge duplexes for larger families by attracting existing or producing new lending and granting products.
- #3. Improve access to homeownership by getting families into financial literacy programs and helping them open bank accounts. See Prosperity and Income section.
- #4. Develop events and projects that include consumer education, protection, and advocacy to protect renters and homeowners from unscrupulous contractors and landlords. Produce a list pre-approved contractors or “questions to ask your contractor” checklist.
- #5. Research and plan for affordable and efficient housing development in the community. Consider nonprofit, private/public, and other city-led models.
- #6. Host a community training on permits and contracting to educate renters about the renovation process.

Examples of existing efforts:

Bandhu Gardens and Global Detroit are working with residents who are interested in owning a home. Support is provided to help residents understand the purchasing process, identify resources for rehab, complete applications, and other tasks as needed.



WOMEN'S RESOURCES:

The neighborhood has options for women-only recreation, exercise, entertainment, worship, and other supporting projects that meet women's needs. Women are valued and welcomed into the community and have spaces just for them. Women only activities are replete with childcare and children's programming like art classes, indoor games, and storytelling activities.

Breakdown of issues that threaten this vision.

In traditional Bangladeshi and Yemeni households, women are encouraged to stay home and care for the family. Without venues and events that are for women only, we risk keeping women from valuable experiences and relationship building with other women.

Childcare demands, commonly falling on women in traditional households, reduce the time women can spend with others.

When women are isolated to the household, they are unlikely to share with others uncomfortable or harmful events that take place in the home.



Women's Resources: Actionable Strategies

- #1. Develop a support network for women to call one another, meet up, and have safe spaces for conversations in order to build relationships with each other.
- #2. Identify a secure and permanent venue for women's only events. Program this space with children's activities (art classes, indoor games, storytime, etc.) and women's activities (sewing circles, small business training, financial literacy classes, ESL classes, etc.)
- #3. Connect women to existing women-only spaces and groups including Sisterhood Fitness, Women of Banglatown, Burnside Farm, Bandhu Gardens, and ESL classes.
- #4. For all asset building programs (homeownership, small business development, workforce training, cottage food tutorials, ESL, citizenship, etc.) a women-only track should be included, whenever possible.

Examples of existing efforts:

Bandhu Gardens, a neighborhood women's gardening collective, meets with women to identify immediate needs and offers women-only programming in partnership with Women of Banglatown. Women of Banglatown is an maker's space inside of Burnside Farms that helps women and mothers create arts and crafts to sell for supplemental income.

The International Hope Center facilitates a women-only ESL course. While the class can accommodate only a limited number of women, the International Hope Center is inviting women not yet in the class to join in on a social hour following the class. This time helps to create a safe space for women to form relationships with one another.

A small group of teenage girls who live in the neighborhood has established after school drawing classes at the picnic tables in the lots at Power House Production's Squash House.



RACE + NEIGHBORHOOD COHESION:

This is a truly diverse community with people of different ages, ethnicities, races, socioeconomic statuses, genders, languages, and religions all interacting and accepting the differences of one another, celebrating their diversity as a strength. Nonprofit and community partners are committed to providing the residents of this diverse neighborhood with cross-cultural exchanges and enrichment opportunities that bring people from different walks of life together to learn from one another and recognize similarities. Race and ethnicity are discussed openly, and there are programs in place for a welcoming and inclusive community.

Breakdown of issues that threaten this vision.

While there is genuine cohesion within specific groups (e.g., men's groups, religious groups, or cultural groups), the same connections do not exist across groups. Without intentional efforts to bring people from disparate groups together, cross-cultural interaction will not take place.

Without cross-cultural interactions, stereotypes and prejudices will continue to run rampant, particularly those that pin certain groups as criminals or dangerous.



Race + Neighborhood Cohesion: Actionable Strategies

- #1. Recruit an expert in race relations to facilitate interactions, dialogues, storytelling, and other exchanges that bring people together.
- #2. Continue to convene and grow the Neighborhood Voices collaborative, a diverse group of residents who are learning about one another while executing on priorities such as safety, prosperity and income, and women's resources.
- #3. Work with artists deeply invested in the area to build on their efforts to foster multi-cultural events and bring people together through art, performances, and other programmed activities.

Examples of existing efforts:

During the planning process Global Detroit convened Neighborhood Voices, a collaborative of diverse residents to foster relationships with people from outside their ethnic, cultural, religious, and racial groups. The collaborative meets regularly to discuss issues of identity, racism, xenophobia and other challenges that residents of Banglatown, regardless of where they come from, have experienced. The members of Neighborhood Voices are working collectively on projects related to safety, women's resources, and workforce development. Global Detroit is recruiting The Grace Lee Boggs and the Detroit Action Equity Lab Centers to provide the Neighborhood Voices collaborative with dialog, training, and resources related to race and neighborhood cohesion.

Hamtramck Community Initiative hosts two Town Hall meetings per year at the Hamtramck Public Library to hear resident concerns, address issues and come together to solve problems.

Power House Productions hosted a Talent Show in 2015 at their October Block Party. It drew a diversity of talent show participants as well as audience members, helping to celebrate talent and diversity in the community.

The Porous Borders Festival, led by The Hinterlands, was a successful multi-cultural event that brought together residents, artists, and performers in Banglatown. Visitors and residents experienced this invisible marker between Detroit and Hamtramck through a celebration of the unique spatial and cultural interactions between these two communities.

Popps Packing initiated Barter Bazaars and Skillshare Workshops as well as a NOMAD Caravan design competition culminating in a public festival where they all debuted. These events attracted residents from many different backgrounds, all interested in the arts.



PARKS + NATURE:

Banglatown offers residents and visitors a clean environment and beautiful parks and recreational spaces for people of all ages. Following in the vision of the Detroit Future City Strategic Framework, vacant property in the neighborhood has been repurposed to create a green neighborhood. With the City of Detroit, stakeholders are creating a community-based open space plan and deploy low cost and low maintenance open space improvements. Particularly in the western faction of the engagement area, large areas of public land will be slated for green reuse, leisure, and recreation with integrated blue (water) and green infrastructure as part of this open space plan. The development of attractive retention ponds, community gardens, and systems to care for and maintain the alleys are prioritized.

Breakdown of issues that threaten this vision.

Limited resources for beautification and maintenance.

Limited understanding of regulations related to community gardens, planting on easements, etc.



Parks + Nature: Actionable Strategies

- #1. Educate local gardeners and farmers about opportunities to beautify vacant property, easements, and other public spaces.
- #2. Identify lots for ornamental retention ponds, rain gardens, and community gardens. Engage local gardeners in the activation of these new spaces.
- #3. Map out a green alley plan, with residents, that improves walkability, bikeability, and sight lines.
- #4. Seek out funding resources for community gardens, stormwater management, beautification, and maintenance projects.
- #5. Partner with the City of Detroit in all efforts to reduce flooding, and beautify the community.

Examples of existing efforts:

Power House Productions has reclaimed lots in the community and returned them to active reuse. This group has established Ride It Sculpture Park, a soccer field for nearby residents to use, a rain garden at The Power House and Sound House through a program run by Friends of the Rouge, Keep Growing Detroit, and Sierra Club called "Rain Gardens to the Rescue." They are adding a sledding hill and landscaping, including tree planting, at Ride It Sculpture Park and lots to the west.

Urban farms including Burnside Farm, Appleseed Orchards, and others have activated formerly vacant and underutilized lots, contributing to and managing green space in the community.



PHYSICAL CONDITION:

The physical condition of the neighborhood promotes safety, public health, and a clean environment. Neighborhood stakeholders are enforcing codes and cleaning up illegal dumping, shuttering vacant houses, demolishing houses that are beyond repair and remediating other blight. Main streets and residential streets are lined with trees and other landscaping and design accents to make the neighborhood feel warm and inviting to residents and visitors alike.

Breakdown of issues that threaten this vision. Limited resources for beautification.

Lack of code compliance and reinforcement.

Illegal dumping.

Open and dangerous commercial and residential spaces.



Physical Condition: Actionable Strategies

- #1. Prioritize city- and county-owned properties that are severely blighted and threaten health and safety for demolition, boarding-up windows and other openings, or reuse of vacant property.
- #2. Develop loan and grant options for residents who lack the resources to keep their homes up to code.
- #3. Educate residents about DIY projects that can improve health and safety in the neighborhood (e.g., repurposing vacant land for gardening or recreational space; programming existing and new spaces to build recognition of these spaces as places to protect; partnering with a local business or builder to help board up vacant commercial and residential properties; hosting cleanups; etc.) and encourage grassroots project development.
- #4. Develop a plan to transform vacant lots into parks and nature preserves.

Examples of existing efforts:

During the planning process, Global Detroit in partnership with Power House Productions, hosted an alley cleanup that removed trash and overgrowth and created a clear path for walkers and bikers to connect Davison Elementary School, Ride It Sculpture Park, and eventually the City of Detroit, Knapp Branch Library.

International Hope Center and Hamtramck Community Initiative host 100+ volunteers annually to clean up streets, parks, assist community gardeners and remove graffiti.

Make-A-Difference-Day, sponsored by Wayne State University, Detroit Public Schools, Detroit Police Department, and Americorps Urban Safety Program focused on securing vacant buildings, clearing debris from pathways, and clearing alleys near Davison Elementary School.



INFORMATION:

Residents are educated, informed, and empowered to access the information and resources they need to better support their families. Residents have access to the resources and city services offered in the surrounding area. Nonprofits and neighborhood partners are circulating information via printed newsletters, social media, as well as a physical office where people come to learn about asset building opportunities (e.g., homeownership, job training, small business development, etc.).

Breakdown of issues that threaten this vision.

Information about resources to meet basic needs and asset building is largely invisible to residents. Without a community development corporation, there is no single entity with the capacity to improve access to information and resources.

For low-income people who lack internet access, or have other obstacles, such as lack of transportation, inflexible job schedules, limited telephone minutes, or strained child care resources, there are several barriers to accessing important information. Others with a smartphone often have a limited understanding of where to go for resources and information important to their wellbeing.

Many in the neighborhood prefer their news to be printed or to get it word of mouth.

Numerous asset-building, nonprofit, and government programs, from workforce development to entrepreneurship and housing, do not offer programs, services, or information in culturally or linguistically accessible means.

Banglatown is underserved by nonprofit and government agencies.



Information: Actionable Strategies

- #1. Identify an intermediary to collect information about all resources and asset building opportunities available to the residents of Banglatown. Develop new channels of communication - print, public board, virtual - to get the word out about important resources.
- #2. Create a physical space where people can come for information, access resources, and get assistance. Program this space with art installations, storytelling, and crafting events that celebrate the many cultures in the community.
- #3. Support existing efforts of community-based organizations to generate and circulate printed community newsletters.
- #4. Encourage residents to join online platforms including the Banglatown Block Club Facebook page and Nextdoor.
- #5. Ensure that all community materials are translated to meet the language needs of community members. Often this means including English, Bangla, and Arabic translations.

Examples of existing efforts:

Hamtramck Community Initiative has translated Bangla, Arabic and Polish outreach flyers for local block club meetings and hosts two Town Hall meetings per year to hear resident concerns and offer opportunities to meet with Local, County, and State leaders to discuss opportunities and challenges.

International Hope Center utilizes ESL classes to teach civic participation (citizenship classes, how to vote workshops) and to provide information on health, college applications, domestic violence and other relevant topics. Hamtramck Police Department and City Clerk come on site to teach and build relationships that bring information and improve accessibility to services provided.

Global Detroit is advocating that the local Department of Health and Human services office improve language access by hiring a Bangladeshi speaker. Additionally, in partnership with goodgood, Global Detroit developed B-Boards, or informational signs with contact information of service providers that will be placed strategically throughout the community.



ENGAGEMENT:

Residents feel informed and empowered to activate positive change in their community. Ongoing engagement from neighborhood based organizations and community partners is helping residents to activate positive change in their community.

Breakdown of issues that threaten this vision.

Limited knowledge of the opportunities in the community for residents to volunteer or otherwise participate.

Without a community development corporation, there is no single entity with the capacity to engage residents in projects and other activities.

Lack of active engagement beyond one's own racial, religious, or ethnic community.

Women, often accountable for maintaining the household and caring for children, do not have free time for engagement activities or are in need of women-only opportunities.



Engagement: Actionable Strategies

- #1. Continue to build the Neighborhood Voices collaborative by inviting new members. Guide members through projects and opportunities for resident-led community building.
- #2. Invest in leadership development by creating gardening clubs, youth programs, and women's programming.
- #3. Continue to educate residents about the power of collective, locally-led action to improve the community.
- #4. Build off of the engagement efforts led by local artist groups and urban farmers to bring residents together around productive community building activities.

Examples of existing efforts:

Hamtramck Community Initiative provides leadership development opportunities through block club participation, volunteer activities and Board membership.

Many of the artists groups - Power House Productions, Popp's Packing, the Hinterlands - that are leading in the development of cross-cultural events are also helping to engage residents through art, performance, and recreation.

BAPAC leads a voter registration and get-out-the-vote to educate Bangladeshi immigrants and improve voter turnout. This committee is also promoting political leadership opportunities for immigrant residents.



TRANSPORTATION:

Residents are mobile and can get to work, medical care, job training, and other appointments relatively easily. New private and public transportation systems have been developed to respond to the greatest needs associated with transportation.

Breakdown of issues that threaten this vision.

Limited public transportation options for this community, particularly to the suburbs where many find work.

Limited resources for additional public or private transportation.

Lack of knowledge about existing bus routes.
Fear of riding public transportation, particularly for new immigrants. .



Transportation: Actionable Strategies

- #1. Educate residents about existing bus routes, the basics of riding the bus, and associated costs. Work to dispel fears associated with riding public transportation.
- #2. Advocate for additional bus stops in the community and routes that connect people to employment opportunities.
- #3. Support small business development that offers privately run transportation services.

Examples of existing efforts:

A few industrious residents have started a work van that drives around picking people up for various jobs. There is also at least one all-women pickup. Another resident picks children up for Quran classes and other activities.





About Global Detroit

Global Detroit is revitalizing Metro Detroit's economy by mobilizing its immigrant potential. We are nationally-recognized as an innovator and expert in leveraging international talent to fill regional businesses' unmet talent needs, catalyzing the growth and development of immigrant entrepreneurs, and building a global region with competitive advantages in job creation, business growth, and community development.

In 2010, Global Detroit released a study and strategy that outlined eleven strategies to help Metro Detroit's economic recovery by welcoming and integrating immigrant talent and entrepreneurship. Global Detroit has launched leading-edge programs in international student talent retention, professional talent connection, immigrant entrepreneurship, and neighborhood revitalization.

About goodgood

goodgood is an interdisciplinary design studio with offices in Boston and Detroit. goodgood looks beyond established boundaries, embracing a cross-disciplinary collaborative approach. We traverse traditional design, working with all forms of media, allowing the formal solution to arise through assessing the needs of client and audience. Moreover, we consider economical, social equity and ecological factors to be an integral part of the process, revitalizing the role of design.

Founded in 2008, we focus on fostering positive interactions, empathizing with those who utilize our designs. We seek to create unexpected, joyful experiences in the everyday.

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KRESGE
FOUNDATION



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TRANSFIGURATION SCHOOL RFP



Attachment C

Standard City of Detroit Development Agreement

DEVELOPMENT AGREEMENT

Agreement to Purchase and Develop Land

by and between

The City of Detroit

and

(_____Project)

Date: _____

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Exhibit B Site Plan Summary

Exhibit C Quit Claim Deed

Exhibit D Irrevocable Power of Attorney

Schedule I Certificate of Authority for Partnership, Corporation or Limited Liability Company

DEVELOPMENT AGREEMENT

AGREEMENT TO PURCHASE AND DEVELOP LAND

BY AND BETWEEN

CITY OF DETROIT

and

(_____ Project)

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

RECITALS:

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

Exhibit A Description of Property

Exhibit B Site Plan Summary

Exhibit C Quit Claim Deed

Exhibit D Irrevocable Power of Attorney

Schedule I Certificate of Authority for Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. ENGAGEMENT OF PARTIES

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

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

ARTICLE 3. SALE / COMPENSATION

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

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

ARTICLE 4. TITLE INSURANCE/DEED

4.01 Title Insurance.

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

terminate this Agreement and be relieved of all further obligation to perform hereunder, in which event the City shall promptly return any and all funds deposited by Developer with the City as an Advance as defined in § 3.02 herein above.

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

4.02 Title/Deed.

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

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

ARTICLE 5. TAXES AND ASSESSMENTS

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

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

ARTICLE 6. REPRESENTATION AND WARRANTIES

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

- a. Organization and Qualification. It is a duly organized corporation, partnership, limited liability company, joint venture, or sole proprietorship [*as applicable*], validly existing and in good standing under the laws of the State of Michigan, and has full power and authority to carry on its business as it is now being conducted.
- b. Power to make Agreement. It has the power to make, deliver and perform this Agreement and finance the Improvements in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.
- c. Lack of Legal Impediments. The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement, or any provision of Developer's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws or operating agreement) and will not violate any provision of, or constitute a default under, any agreement or contract to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement. Developer has paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City. Developer is not in default to the City
- d. Legal Operation. It is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.
- e. Litigation. As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened, against it or any of its property, by the City, or that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement, or by it against the City.
- f. Financial Statements. The financial statements previously submitted to the City in connection with this Agreement (i) are complete and correct in all material respects, (ii) accurately present its financial condition as of the dates, and the results of its operations for the periods, for which same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.
- g. Other Information. To the best of its knowledge, all other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter and all projections of future results are, in its opinion, reasonable.
- h. Other Agreements. To the best of its knowledge, it is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and it is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

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

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

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

ARTICLE 7. TESTS AND SURVEYS; CONDITION OF PROPERTY

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

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

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

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

Pursuant to the requirements of Section 16 of Part 201 of NREPA, MCL 324.20116, Developer agrees that the City has notified Developer that the property is a “facility” as that term is defined in Part 201 of NREPA. The general nature and extent of any land or resource restrictions or any release at or from the facility that is known to the City is more fully described in certain reports, copies of which have been provided to Developer. By its execution of this Agreement, Developer acknowledges receipt of the following reports:

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

[If the Property is not a “facility” as defined in NREPA, insert “NA” for “Not Applicable”: ___].

ARTICLE 8. CLOSING

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

8.02 Conditions to Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Title. Title to the Property shall be in the form required by this Agreement.
2. City Council Approval. The City Council shall have adopted a resolution authorizing the transaction contemplated by this Agreement.
3. Acceptable Condition of Property. The physical and environmental condition of the Property shall be acceptable to Developer, pursuant to Article 7.

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

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

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

ARTICLE 9. AFFIRMATIVE COVENANTS

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

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

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

- a. Workers' compensation insurance for employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- b. Automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of One Hundred Thousand Dollars

(\$100,000.00) each person and Three Hundred Thousand Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand Dollars (\$100,000.00) each occurrence.

c. Comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements.

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

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

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

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

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

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

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

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

ARTICLE 10. CONSTRUCTION PLANS

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

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

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

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

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

ARTICLE 11. PERFORMANCE OF CONSTRUCTION

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

11.02 Certificate of Completion.

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

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

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

d. Except as may be stated therein, the Certificate of Completion shall be a conclusive acknowledgment by P&DD of satisfaction by Developer of its obligations under this Agreement for the portion of the Property addressed by the Certificate of Completion, except as provided in Sections 13.01b, 13.01c and 13.01d hereof. The Certificate of Completion shall not, however, constitute evidence of compliance with or satisfaction of (i) any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof, or (ii) the requirements of any department, agency or entity with respect to any building, occupancy, or other permits.

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

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

ARTICLE 12. COST OF CONSTRUCTION

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

ARTICLE 13. RESTRICTIONS ON USE

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

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

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

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

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

ARTICLE 14. INABILITY TO OBTAIN FINANCING OR PERMITS

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

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

14.04 Cancellation. In the event of cancellation of all or any part of this Agreement as specified above, the City shall refund the Advance, without interest, less any costs incurred by the City or any damages the

City sustains to return the Property to the condition before Developer's entry upon the Property. Upon such cancellation the Developer shall have no further rights in or to this Agreement or the Property, and no claim against the City under this Agreement with respect to conveyancing or development of the Property.

ARTICLE 15. DEFAULTS AND EVENTS OF DEFAULT

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

- a. Developer violates its obligation with respect to the commencement or completion of the construction of the Improvements, as specified in this Agreement.
- b. Developer fails to pay, when due, real estate taxes or assessments on the Property or any part thereof or places thereon any Encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made or any materialman's, mechanic's, or construction lien or any other unauthorized Encumbrance to attach.
- c. Developer violates any of the terms and conditions of the Fair Employment Practices Provision, Article 23 herein.
- d. There is any transfer of all or any part of the Property or of any right or interest in all or any part of the Property; or, in violation of Section 18.02 hereunder, there is any change in excess of ten percent (10%) or more in the or distribution of Developer's ownership interests or stock or with respect to the identity of the parties in control of Developer or the degree thereof.
- e. Developer admits in writing its inability to pay its debts generally as they become due, or Developer ceases to conduct business in the normal course by reason of any of the following: (i) The making by Developer of any general arrangement or general assignment for the benefit of creditors; (ii) Developer becoming a "debtor" as defined in 11 USC § 101 or any successor statute thereto (unless, in the case of a petition filed against Developer, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where possession is not restored to Developer within sixty (60) days; (iv) the attachment, execution or other judicial seizure of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where such seizure is not discharged within sixty (60) days; or (v) its voluntary or involuntary dissolution. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.
- f. Developer violates any of the terms and conditions of this Agreement and, except as otherwise provided in this Section 15.02, Developer fails to cure the same after receipt of written notice by the City to cure said Default.
- g. Developer does not acquire the Property pursuant to a Closing in accordance with this Agreement.

15.02 Failure to Cure Default. Any such Default on the part of Developer as set forth in Section 15.01 and the failure of Developer to cure such Default within thirty (30) days after written notice and demand by the City to cure said Default shall be deemed to constitute an **Event of Default**, provided, however,

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

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

ARTICLE 16. REMEDIES

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

16.02 Subsequent to Conveyance. It is expressly understood and agreed between the parties hereto that during the Agreement Term the conveyance of the Property to Developer shall be construed and interpreted as the conveyance of a fee simple determinable until issuance of the Certificate of Completion, and that such conveyance shall endure only so long as subsequent to the conveyance and prior to the issuance of the Certificate of Completion there has been no Event of Default. Upon an Event of Default and the City's recording of a notice thereof, title to the Property shall automatically revert in the City, except for parcels previously conveyed where a Certificate of Completion has been issued by the City. Upon such reversion of title, the City shall have the right to re-enter and take immediate possession of the Property. Upon an Event of Default, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. Developer shall execute and deliver to the City at Closing a deed for the Property for the purpose of conclusively evidencing the reversion of title to the Property in the City upon termination in connection with an Event of Default. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.03 Appointment of Attorney-in-Fact. Pursuant thereto, Developer hereby irrevocably constitutes and appoints the City, upon an Event of Default, to act as its true and lawful agent and attorney-in-fact, and grants the City full power and authority, upon an Event of Default, to execute in its name and on its behalf

one or more consents, acknowledgments, judgments, or deeds effecting, evidencing, or perfecting the conveyance of the Property to the City, together with all of Developer's rights, title, and interest therein. Developer shall be bound thereby as if an authorized officer of Developer had personally executed same. Developer shall execute simultaneously with this Agreement an **“Irrevocable Power of Attorney”** (in substantially the form of Exhibit D attached hereto and made a part hereof) granting such authority to the City.

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

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

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

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

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

a. First, to reimburse the City for all costs and expenses incurred by the City (including, but not limited to, attorneys' fees and salaries of personnel) in connection with the recapture, management, and resale of

the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all insurance premiums, taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any Encumbrances existing on the Property or part thereof at the time of re-vesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent Encumbrances due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by Developer and its successor or transferee.

b. Second, to reimburse Developer, its successor or transferee, up to the amount equal to lesser of: (i) the Purchase Price paid by it for the Property (or allocable to the part thereof), plus the lesser of (A) the cash actually expended by it for labor and materials in performing the construction of the Improvements on the Property or (B) the value of the Improvements, measured by the increase (if any) in the fair market value of the Property attributable solely to the Improvements; or (ii) the fair market value of the Property as determined by the City's Assessor; and less any gains or income withdrawn or made by Developer, its successor or transferee, from this Agreement or the Property.

c. Any balance remaining after such reimbursements shall be retained by the City as its property.

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

ARTICLE 17. COVENANTS TO RUN WITH LAND

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

ARTICLE 18. RESTRICTION UPON SPECULATION AND ASSIGNMENT

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

18.02 Stock Transfers or Other Transfers of Ownership Interests. Prior to completion of the Improvements as certified by the City there shall be no transfer by any party owning ten percent (10%) or more of the shares or other ownership interests in Developer without the prior written approval of the City. There shall not be, without prior written approval of the City, any other similarly significant change in the

ownership of such stock or other interests or in the relative distribution thereof or with respect to the identity of the parties in control of Developer by other means, whether by increased capitalization, merger with or acquisition by another legal entity, or by amendment of organizational documents or issuance of additional or new ownership or membership interests, shares or classifications thereof, or otherwise. Notwithstanding anything contained in this Section 18.02 or elsewhere in this Agreement, the owners of interests in Developer shall be permitted to transfer such ownership interests to (i) other existing owners of such interests or (ii) member(s) of their immediate family, or (iii) trusts in connection with estate planning, or (iv) entities owned by any of the foregoing, provided that such a permitted transfer does not constitute or cause a significant change in the identity of parties in control of Developer.

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

18.04 Prior Approval of Assignment. Developer will not, prior to the issuance of the Certification of Completion, make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement or the Property, without the prior written approval of the City. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer, and if the proposed transfer relates to a part of the Property, such obligations to the extent that they relate to such part. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). The consent of the City to an assignment or transfer in any one case shall not relieve Developer or the transferee of the obligation to obtain the consent of the City for any additional assignments or transfers.

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

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

into with respect to the Property or any part thereof and shall promptly notify the City of any Encumbrance that has been created on or attached to the Property, whether by voluntary act of Developer or otherwise.

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

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

18.09 Mortgagee's Option to Cure Default. After any Default referred to in Article 15 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Default (or such Default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the Default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond emergency measures necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a Certificate of Completion with respect thereto.

18.10 City's Option to Pay Mortgage Debt or Purchase Property. In any case where, subsequent to the Default by Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof: (i) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the Default; or (ii) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon between the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such Default shall not have been cured within sixty (60) days after written demand by the City so to do, then the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the

mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

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

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

ARTICLE 19. INDEMNITY

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

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

Developer also agrees to hold the City harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant

to Developer's activities under this Agreement or any contract entered into by Developer in connection therewith unless such loss or injury is caused by the City's gross negligence or willful misconduct.

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

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

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

19.05 Hazardous Materials.

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

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

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

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

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

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

b. Definitions.

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

(a) the installation, existence, or removal of, or exposure to, Asbestos on the Property.

(b) the existence on, discharge from, or removal from the Property of Hazardous Materials.

(c) the effects on the environment of the Property or of any activity now, previously, or hereafter conducted on the Property.

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

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

3. “**Hazardous Materials,**” as referred to herein, shall mean any of the following as defined by the Relevant Environmental Laws: Asbestos; hazardous wastes; solid wastes; toxic or hazardous substances,

wastes, or contaminants (including, but not limited to, polychlorinated biphenyls (PCB's), paint containing lead, and urea formaldehyde foam insulation), and discharges of sewage or effluent.

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

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

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

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

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

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

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

ARTICLE 20. ADMINISTRATION

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

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

20.03 Independent Contractor Relationship. The relationship of Developer to the City is and shall continue to be that of an independent contractor relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto; it being understood and agreed that none of the provisions contained herein, nor any acts of the parties herein, shall be deemed to create any such relationship between the parties.

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

ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS

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

21.02 Intellectual Property. Developer represents and warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify Developer and Developer shall defend such claims in the

City's name, but at Developer's expense, using legal counsel reasonably acceptable to the City, and shall indemnify the City against any loss, costs, expense or liability arising out of such claim, whether or not such claim is successful.

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

ARTICLE 22. AMENDMENTS

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

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

ARTICLE 23. FAIR EMPLOYMENT PRACTICES

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

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

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

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

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

- a. Cancel, terminate or suspend this Agreement in whole or in part.
- b. Recover from Developer an amount of \$100.00 per day, as liquidated damages and not as a penalty, for each day that Developer fails to comply with the preceding section as determined by the City’s Human Rights Department in accordance with its rules and regulations; said sum being fixed as negotiated and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City would sustain in the event of such a breach of contract, and agreed to be the amount of damages that the City would sustain.
- c. Utilize such other remedies as may be provided by law.

ARTICLE 24. NOTICES

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

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

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

If to Developer: _____

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

ARTICLE 25. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

- a. Developer agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 CFR Parts 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.
- b. Developer agrees that if the Property is situated in an area identified by HUD as subject to special flood hazards, and in which the sale of flood insurance has been authorized under the National Flood Insurance Act of 1968 (unless the Improvements to be constructed on the Property will be covered under an adequate State policy of self-insurance satisfactory to the Secretary of HUD), Developer and its successors and

assigns shall keep the Improvements now existing or hereafter erected on the Property insured, during their anticipated economic or useful life, under the national flood insurance program in an amount at least equal to the development cost of the Property (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of Property under the National Flood Insurance Act of 1968, whichever is less. Prior to conveyance of the Property to Developer by the City, Developer shall furnish the City a copy of a flood insurance policy specifying such coverage or a binding commitment to provide such a policy; provided, that if such coverage is not available to Developer at the time of conveyance, Developer shall furnish such evidence of insurance within fifteen (15) days of the date it becomes available.

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signatures on following page

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

WITNESSES:

DEVELOPER

Print:

By:

Print:

Print:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

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

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

WITNESSES:

CITY OF DETROIT,
a Michigan public body corporate

Print:

By: _____

Print: _____

Print:

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

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

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

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

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

Drafted by and when recorded return to:

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

EXHIBIT A
LEGAL DESCRIPTION

Description CORRECT
ENGINEER OF SURVEYS
BY: _____ DATE:

Street Address[es]:

Property Tax Ward & Item numbers:

EXHIBIT B
SITE PLAN SUMMARY

EXHIBIT C

QUIT CLAIM DEED

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

A/K/A _____ Ward: _____ Item(s):

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

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

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

This deed is dated as of _____.

WITNESSES:
corporate

CITY OF DETROIT, a Michigan public body

Print:
Print:

By:

Print:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

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

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

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

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



This Instrument drafted by:

When recorded, return to:

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

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

EXHIBIT D

IRREVOCABLE POWER OF ATTORNEY

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

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

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

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

WITNESSES:

"PRINCIPAL"

Print:

By: _____

Print: _____

Print:

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

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

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

Drafted by and when recorded return to:

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

Schedule I

CERTIFICATE OF AUTHORITY FOR PARTNERSHIP

I, _____ General Partner of _____,
a _____ Partnership (the “**Partnership**”)

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

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

I FURTHER CERTIFY that the following persons are General Partners:

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:
General Partner

Schedule I

CERTIFICATE OF AUTHORITY FOR CORPORATION

I, _____, Corporate Secretary of _____,
a _____ Corporation (the “**Corporation**”)

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

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

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

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

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

I FURTHER CERTIFY that

_____ is Chairman of the Board,

_____ is President,

_____ is Vice President,

_____ is Vice President,

_____ is Treasurer, and

_____ is Secretary.

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:

Corporate Secretary

Schedule I

CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

I, _____, Manager of _____,
a _____ limited liability company (the “**Company**”)

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

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

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

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

I FURTHER CERTIFY that the following persons are Managers:

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

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:
Manager