

CONTRACT TRANSMITTAL RECORD

PERSONAL SERVICE

 PROFESSIONAL SERVICE

CONTRACT PO # **2745024**
 STANDARD PO #
 CHANGE ORDER # 2

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> PERSONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT RECREATION
FUNDING SOURCE % FEDERAL STATE CITY OTHER	DEPARTMENT CONTACT PERSON JESCELIA ANDERSON	PHONE NO. 224-1159
CONTRACTOR'S NAME: STATE OF MICHIGAN – DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT		DATE PREPARED 9-21-15
CONTRACTOR'S ADDRESS: STEVENS T. MASON BUILDING PO BOX 30257 LANSING, MI 48909-7757		CHANGE <input type="checkbox"/> CURRENT CONTRACT AMOUNT \$-0- CONTRACT CHANGE AMOUNT \$ TOTAL CONTRACT AMOUNT \$-0-
PHONE NO. 517-335-7890		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 36-6000134		MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO
PURPOSE OF CONTRACT: AMENDMENT#2 - William G. Milliken State Park & Harbor & Other Properties		
ACCOUNT STRING:		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT _____ AUTHORIZED DEPARTMENT REPRESENTATIVE	
	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ GRANT ACCOUNTANT	
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ CORPORATION COUNSEL	
	PURCHASING DIVISION _____ PURCHASING DIRECTOR	
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE _____		

Use Only One Set For Each Contract Package

CONTRACT # 2745024 #2

DEPARTMENT RECREATION

[] **WAIVER**

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: State of Michigan – Department of Natural Resources & Environmental

ADDRESS: PO BOX 30257

Lansing, Michigan 48909-7757

PROJECT: Amendment No. 2

William G. Milliken Park & Harbor & Other Properties

TYPE OF FUNDING AND %: _____

CONTRACT AMOUNT: \$0.00

CONTRACT PERIOD: Unchanged same as original Lease – Thirty Year Period

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Amendment#2

William G. Milliken State Park & Harbor & Other Properties

Lease is amended by removing from the leased premises that parcel of land described as the “North Atwater Parcel”

REASON FOR DELAY: _____

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ **Date Received:** _____

Date: September 21, 2015 Department: Recreation Division: _____

Dept. Head/Contact Person: Alicia C. Bradford/Jescelia Anderson Phone No.: 224-1123/224-1159

Description: Lease is amended by removing from the leased premises that parcel of land described as the "North Atwater Parcel".

Contract No.: 2745024 #2 PO Type: Prof Svc - CPO Est. Value: \$ -0-

Contract Term (if applicable): Unchanged (same as original Lease – Thirty Year Period)

Funding: City _____% State _____% Federal _____% Other: _____ %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: State of Michigan - Department of Natural Resources & Environment.

Required Date: Unchanged (same as original Lease – Thirty Year Period)

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: _____

Consequence of not buying: _____

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved? Yes Amount \$ _____ No
Were additional savings requested? (10%) Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

The business being awarded is _____
If #6 is a renewal provide justification for renewal: _____

01/11/12

If #6 is a increase/decrease does this represent:

Variance in unit price only (Current unit price \$ Suggest Unit Price \$)

Change in amount/volume of the good or service to be used (no change in unit price)

6. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

7. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: Jescelia Anderson DATE: September 21, 2015

Recreation/Jescelia Anderson

INFORMATION PROVIDED BY: Jescelia Anderson

TITLE: Head Clerk

PHONE NO. 224-1159

LEASE AMENDMENT NO. 2

BETWEEN

THE CITY OF DETROIT, MICHIGAN

AND

THE STATE OF MICHIGAN

FOR

WILLIAM G. MILLIKEN STATE PARK & HARBOR & OTHER PROPERTIES

CPO: 2745024

SEPTEMBER 2015

THIS AMENDMENT AGREEMENT NO. 2 ("Amendment"), between the State of Michigan, by its Department of Natural Resources ("Lessee"), with an office at Constitution Hall, P.O. Box 30257, Lansing, Michigan 48909 and the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Recreation Department ("Lessor"), is made to amend the William G. Milliken State Park & Harbor & Other Properties lease ("Lease"), which is dated October 30, 2007 and was amended by Lease Amendment No. 1 approved by Detroit City Council on October 18, 2011.

WHEREAS, the Lessor is the owner of certain land and improvements located on and near the Detroit River in the City of Detroit; and

WHEREAS, the Lessor and the Lessee have entered into the Lease pursuant to which the Lessor has leased certain parcels of land ("Leased Premises") described as the Harbor Parcel, Lowland Park Parcel, North Atwater Parcel, Central Park Parcel, Atwater West Parcel, Dequindre Trail Extension Parcel and Dequindre Trailhead Parcel to the Lessee; and

WHEREAS, the Lessee has assumed sole responsibility for the operation and maintenance of the Leased Premises; and

WHEREAS, the Lessor wishes to remove the North Atwater Parcel from the Lease and transfer that parcel to the Economic Development Corporation of the City of Detroit (the "EDC") as part of a larger project to further enhance the Detroit Riverfront for the benefit of the public; and

WHEREAS, contemporaneously with the execution of this Amendment, the Lessee is acquiring from the EDC two (2) parcels of property that abut the Leased Premises, commonly known as 1470 Atwater and 2122 Atwater and categorized as New State Park Parcels for the purpose of developing, operating and maintaining the New State Park Parcels as part of the William G. Milliken State Park; and

WHEREAS, Article 18 of the Lease permits the parties to amend the Lease through a mutually agreed upon written amendment that (i) expressly makes reference to the Lease, (ii) is in writing and is signed and acknowledged by the duly authorized representatives of the Lessor and the Lessee, and (iii) is approved by the Detroit City Council ; and

WHEREAS, the parties agree herein to amend the Lease to (i) remove the North Atwater Parcel land, (ii) remove the Lessee's obligations to operate and maintain said parcel under the terms and conditions of the Lease and (iii) amend conditions in the Lease relating to the Leased Premises as being "Grant Mitigation Property"; and

NOW THEREFORE, in consideration of the foregoing and the benefits to accrue to the parties from this Amendment, the parties agree that the Lease is amended as follows:

AMENDMENT TO ARTICLE 1.1 - Lease, Premises, Expansion

1.102 The Leased Premises as defined in Article 1.1 of the Lease shall be reduced by removing from the Leased Premises that parcel of land described as the "North Atwater Parcel", which is further defined in the 2nd Amendment to Exhibits A and B attached hereto. In consideration for such release of the North Atwater Parcel, the Lessor and Lessee agree as follows:

a. Using the East Riverfront District plan as a guide, the Lessor, Lessee, and EDC will collaborate to secure appropriate public parking facilities that support the Outdoor Adventure Center, state park visitors and current and future land uses.

b. In the event that, as a result of the termination of Lessee's right granted by the EDC to continue to use the North Atwater Parcel for purposes of parking in support of the Outdoor Adventure Center, Lessee has insufficient parking to meet applicable City of Detroit zoning requirements for available parking for the Outdoor Adventure Center, Lessor agrees to provide reasonable assistance to Lessee in seeking appropriate zoning variances from the City of Detroit Board of Zoning Appeals, City Planning Commission and/or City Council.

1.103 Article 1.3 of the Lease is amended and restated in its entirety to read as follows:

1.3 Leased Premises as Grant Mitigation Property The Parties shall accept the Central Park Parcel, the Lowland Park Parcel, and the Dequindre Trail Extension Parcel (collectively, the "Mitigation Property") as Recreation Grant Mitigation Property pursuant to MCL 324.70301, *et seq.*, and Michigan Natural Resources Trust Fund Board Policy 94.1. The Mitigation Property (i) is to be used as new public outdoor recreation space within the Leased Premises, (ii) is to replace certain real property of the Lessor shown and described in Exhibit D (the "Conversion Property") of the Lease that has been included in the boundary of a State or Federal grant-assisted area, and is being converted to a use other than public outdoor recreation as described in Exhibit H - Land and Water Conservation Fund Amendment to Project Agreements Due to Conversion, and (iii) is to be encumbered with the same long term grant obligations that formerly applied to the Conversion Property. This Mitigation Property became effective on October 23, 2014.

AMENDMENT TO ARTICLE 6 – Construction, Renovation, Maintenance, Repair and Alteration

6.4 A new Article 6.4 is added to the Lease as follows:

6.4 Development Standards for New State Park Parcels. The Parties acknowledge and agree that the Lessee may acquire, from time to time, a fee interest in properties from the City, The Economic Development Corporation of the City of Detroit, or other similar public bodies established by the City of Detroit, that the Lessee intends to develop,

operate and maintain as part of the William G. Milliken State Park (all such parcels, the "New State Park Parcels"). The New State Park Parcels shall include, but may not be limited to, the properties commonly known as 1470 Atwater, and 2122 Atwater. The Lessee agrees that any New State Park Parcels shall be designed and constructed in accordance with the conditions and standards set forth in Article 6.1 and 6.2 of the Lease. Without limiting the generality of the foregoing, any improvements to the New State Park Parcels will be planned and developed in a manner that compliments the existing William G. Milliken State Park and the Riverwalk to ensure that (i) the New State Park Parcels, parks, other open public space and access to the river are improved and maintained in a manner consistent with the current Riverwalk system, and (ii) there is a commitment to sustain the public riverfront assets in the future. Further, the Lessee covenants and agrees to restore the New State Park Parcels located at 1470 Atwater, and 2122 Atwater to "park-like" condition within six (6) months following the Lessee's acquisition thereof, as such time period shall be reasonably extended in order to account for construction delays on account of weather conditions and other conditions outside of the reasonable control of the Lessee.

AMENDMENT TO ARTICLE 17. - Entire Agreement

- 17.2** With the exception of the provisions of the Lease specifically amended in this Amendment, all other terms, conditions and covenants contained in the Lease shall remain in full force and effect.

AMENDMENT TO EXHIBIT A

- A2** Exhibit A of the Lease is amended by removing from the existing Land Parcel Plan the North Atwater Parcel as set forth in the attached 2nd Amendment to Exhibit A.

AMENDMENT TO EXHIBIT B

- B2** Exhibit B of the Lease is amended by removing from the existing language the drawing and legal description for the North Atwater Parcel that is set forth in the attached 2nd Amendment to Exhibit B.

AMENDMENT TO EXHIBIT C

- D. 1-5** Exhibit C of the Lease is amended by removing Section D. North Atwater Parcel from the existing language of Exhibit C.

NEW EXHIBIT H

- H** A new Exhibit H is hereby added to the Lease in the form attached hereto and incorporated by reference herein.

CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective conditioned upon the occurrence of each of the following: (i) approval of the Amendment by Detroit City Council, (ii) the closing of the sale by the EDC to Lessee of 1470 Atwater, 2122 Atwater, and that portion of vacated Guoin adjacent to Lessee's Outdoor Adventure Center, (iii) the Lessor by quitclaim deed conveys title to the North Atwater Parcel to the EDC and (iv) the execution by Lessee and the EDC of a short term occupancy agreement relating to Lessee's continued occupancy of the North Atwater Parcel.

IN WITNESS WHEREOF, the Lessor and the Lessee, by and through their duly authorized officers and representatives, have executed this Lease Amendment as of the dates of their respective signatures:

WITNESSES:

1. *Nickita Beard*
 Print: Nickita Beard

2. *Sonya Walker*
 Print: Sonya Walker

LESSOR:

CITY OF DETROIT - RECREATION DEPT.

BY: *Alicia Bradford*
 Print: Alicia Bradford
 Title: Director

WITNESSES:

1. *Vicki Anthes*
 Print: Vicki Anthes

2. *Darlene L. Moore*
 Print: Darlene L. Moore

LESSEE :

STATE OF MICHIGAN
DEPT. OF NATURAL RESOURCES

BY: *Ronald A. Olson*
 Print: Ronald A. Olson
 Title: Chief Parks and Recreation

THIS CONTRACT WAS APPROVED BY
THE CITY COUNCIL ON

12/10/2015

Date

DocuSigned by:
Boysie Jackson 2/3/2016
 E7BD9E26E53A4D0...

CHIEF PROCUREMENT OFFICER date

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO §7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

DocuSigned by:
James Edwards 2/2/2016
 23C12D9E4C0A41D...

CORPORATION COUNSEL date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF
PROCUREMENT OFFICER.

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 21st day of September,
20 15 by Alicia C. Bradford,
(name of person who signed the contract)
the Director,
(title of person who signed the contract as it appears on the contract)
of Recreation Department,
(complete name of the City department)
on behalf of the City.

Jesselia Anderson
Notary Public, County of Wayne
State of Michigan
My commission expires: 3-3-2019

JESCELIA ANDERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 3, 2019
ACTING IN COUNTY OF Wayne

STATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on this 4 day of September 2015, by Ronald A. Olson, the Director of the Department of Natural Resources, State of Michigan, on behalf of the Lessee.



Notary Public, Ingham County, MI

My commission expires: June 7, 2018

CHERYL LEE
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires June 7, 2018
Acting in the County of _____

2nd AMENDMENT TO EXHIBIT A

LAND PARCEL PLAN



**DEQUINDRE TRAILHEAD
PARCEL**

**DEQUINDRE TRAIL
EXTENSION PARCEL**

**HARBOR
PARCEL**

**CENTRAL PARK
PARCEL**

**ATWATER WEST
PARCEL**

**LOWLAND PARK
PARCEL**

DETROIT RIVER

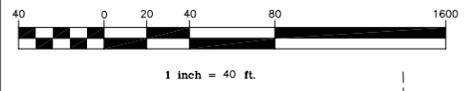
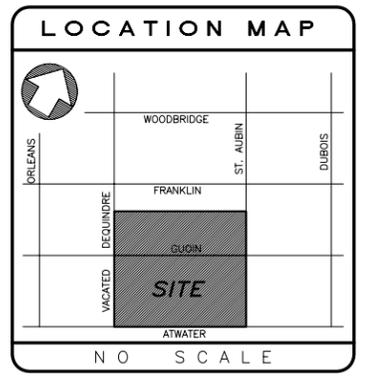
William G. Milliken State Park and Harbor
Land Parcel Plan
November 20, 2014

2nd AMENDMENT TO EXHIBIT B

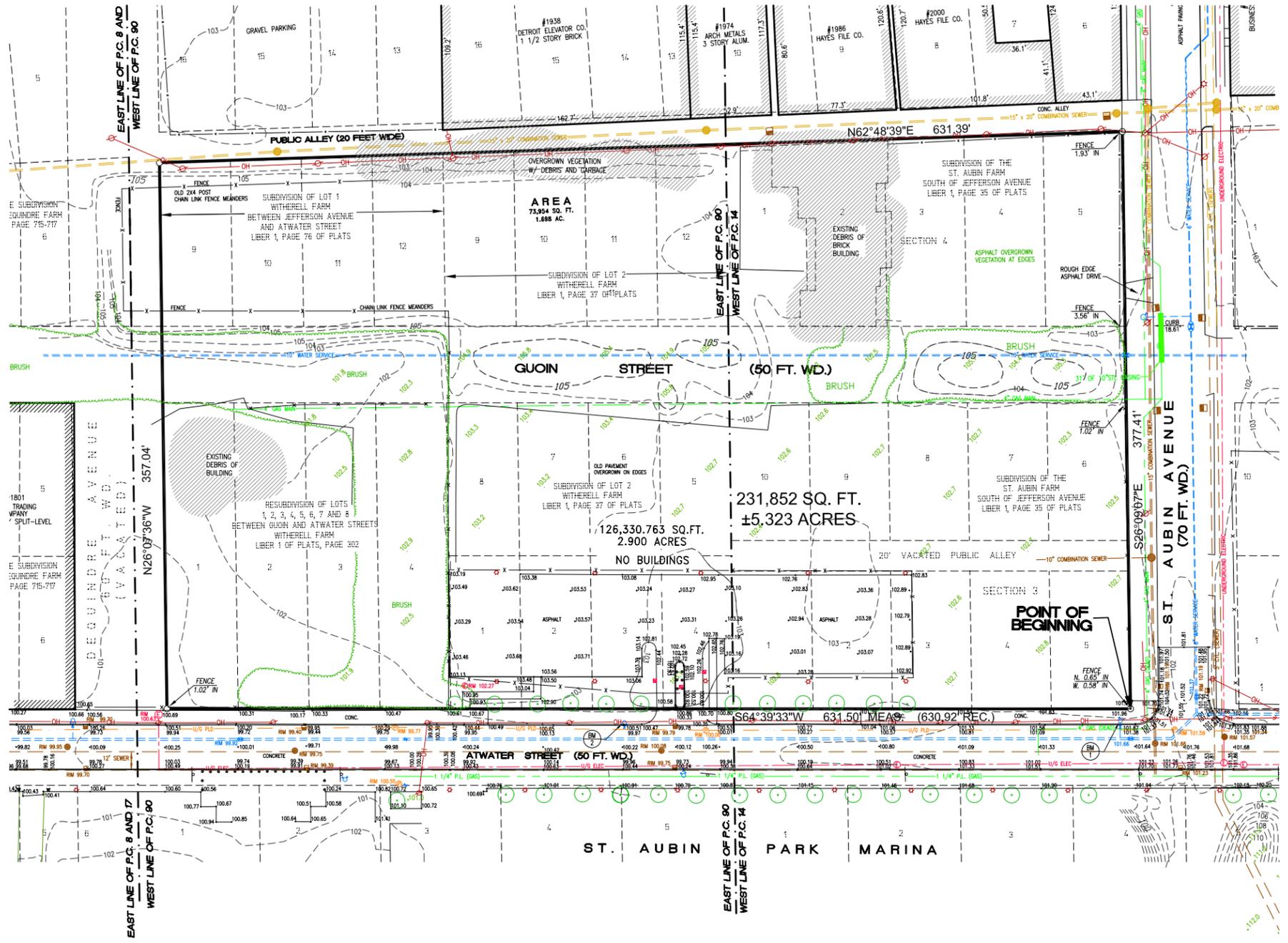
LEGAL DESCRIPTION

The North Atwater Parcel, which is further defined in the attached drawing that includes the legal description for the parcel, is deleted from the Leased Premises.

2nd Amendment to Exhibit B



LEGEND	
	BENCHMARK
	FOUND 1/2" IRON ROD
	SEWER MH (STORM/SAN)
	SQUARE CATCH BASIN
	ROUND CATCH BASIN
	BEEHIVE CATCH BASIN
	CLEAN OUT
	STEAM MANHOLE
	UNKNOWN MANHOLE
	HYDRANT
	GATE VALVE AND WELL
	WATER VALVE
	WATER SHUT OFF
	VALVE BOX
	WATER METER
	DETROIT EDISON MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC HANDHOLE
	PUB. LIGHTING DEPT.
	TELEPHONE MANHOLE
	GAS VALVE
	UTILITY POLE
	GUY ANCHOR
	LIGHT POLE
	SIGN
	RR CONTROL BOX
	RR CROSSING
	DECIDUOUS TREE
	CONIFEROUS TREE
	CHAINLINK FENCE
	WALL (STONE OR BLOCK)
	OVERHEAD UTILITIES
	EX. STORM LINES
	EX. SANITARY LINES
	EX. COMBINATION LINES
	EX. STEAM LINES
	EX. WATERMAIN
	EX. GAS
	EX. ELEC. LINES
	EX. PUB. LIGHTING DEPT.
	EX. TELEPHONE
	EX. CABLE LINES



LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan, being part of Private Claims 14 and 90, being part of vacated Guoin Street (50 feet wide) lying between the westerly line of St. Aubin Avenue (70 feet wide) and the easterly line of vacated Dequindre Avenue (60 feet wide) also,

Lots 9-12 inclusive, of "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", between Jefferson Avenue and Atwater Street, recorded in Liber 1 of Plats on Page 76 (W.C.R.),

Lots 1-12 inclusive, of "SUBDIVISION OF LOT 2, WITHERELL FARM", City of Detroit, recorded in Liber 1 of Plats on Page 37 (W.C.R.),

Lots 1-5 inclusive, Section 4 and Lots 1-10 inclusive, Section 3 of, "SUBDIVISION OF THE ST. AUBIN FARM", South of Jefferson Avenue, recorded in Liber 1 of Plats on Page 35 (W.C.R.),

Lots 1-4 inclusive, of "RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", between Jefferson Avenue and Atwater Street, recorded in Liber 1 of Plats on Page 302 (W.C.R.), more particularly described as:

Beginning at the southeast corner of Lot 5 of said, "SUBDIVISION OF THE ST. AUBIN FARM", also being the intersection of the northerly line of Atwater Street (50 feet wide) and the westerly line of St. Aubin Avenue (70 feet wide), thence S.64°39'33"W. along the northerly line of said Atwater Street, 631.50 feet (recorded as 630.92 feet), to the southwesterly corner of Lot 1 of said, "RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", also being the easterly line of vacated Dequindre Avenue (60 feet wide);

Thence N.26°07'36"W. along easterly line of said vacated Dequindre Avenue, 357.04 feet to the northwesterly corner of Lot 9 of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", also being the southerly line of a Public Alley (20 feet wide);

Thence N.62°48'39"E. along the southerly line of said Public Alley 631.39 feet to the northeasterly corner of Lot 5 of said, "SUBDIVISION OF THE ST. AUBIN FARM", also being the westerly line of said St. Aubin Avenue;

Thence S.26°09'07"E. along the westerly line said St. Aubin Avenue, 377.41 feet, to the southeasterly corner of Lot 5 of said, "SUBDIVISION OF THE ST. AUBIN FARM", also being the northerly line of said Atwater Street and the point of beginning.

Containing 5.323 acres, (231,852 sq. ft.) more or less.
Subject to any and all easements and rights-of-way of record or otherwise.

FLOOD NOTE

EXAMINATION OF THE FLOOD INSURANCE RATE MAP (COMMUNITY-PANEL NUMBER 260222 0035 B, DATED JULY 2, 1981) IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM OF 1968 INDICATES SUBJECT PROPERTY LIES WITHIN ZONE "C", (AREA OF MINIMAL FLOODING)

BASIS OF BEARING

BEARINGS AS SHOWN WERE BASED ON THE CITY OF DETROIT COORDINATE SYSTEM

DATUM CONVERSION

TOPOGRAPHIC INFORMATION PROVIDED ON THIS DRAWING IS BASED ON CITY OF DETROIT DATUM.
DETROIT = 0.00 = N.G.V.D. = 479.755 = U.S.G.S. = 479.755

SURVEYOR'S CERTIFICATION

I, MARTIN C. DUNN, HEREBY CERTIFY TO:

THE CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY:

THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2 AND 7a OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF MICHIGAN, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

METCO

DATE: _____

MARTIN C. DUNN, SENIOR ASSOCIATE
PROFESSIONAL SURVEYOR #30081

BENCHMARK LIST

	ARROW ON HYDRANT AT NORTHWEST CORNER OF ST. AUBIN AND ATWATER. ELEVATION = 103.78
	ARROW ON HYDRANT ON NORTH SIDE OF ATWATER 330' WEST OF ST. AUBIN STREET. ELEVATION = 103.09
	ARROW ON HYDRANT ON SOUTH SIDE OF ATWATER 142 FEET EAST OF ORLEANS STREET. ELEVATION = 102.59 (OFFSITE)
	ARROW ON HYDRANT AT NORTHEAST CORNER OF RIOPELLE STREET AND ATWATER STREET. ELEVATION = 102.09 (OFFSITE)

DATE	REVISED	DATE	BY	DRAWN BY:
09/07/06				JRB / D.B.GREEN
SCALE				CHECK BY: SRJ
1" = 40'				BOOK NO.: NA
				PAGE NO.: NA

METCO
SERVICE S. INC.

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12504 STEPHENS, WARREN, MI 48089
TEL - (810) 755-6770 • FAX (810) 755-5774
www.metcoservices.com

BLOCK BOUNDED BY
DEQUINDRE, ATWATER AND ST. AUBIN

ALTA / ACSM
LAND TITLE SURVEY

CLIENT: DETROIT ECONOMIC GROWTH CORPORATION

JOB NUMBER
06-092-13
SHEET NUMBER
1 OF 1

EXHIBIT H

**LAND AND WATER CONSERVATION FUND AMENDMENT TO
PROJECT AGREEMENTS DUE TO CONVERSION**

CFDA 15.916, Outdoor Recreation Acquisition,
- Development and Planning



Michigan Department of Natural Resources - Grants Management

**LAND AND WATER CONSERVATION FUND
AMENDMENT TO PROJECT AGREEMENT
DUE TO CONVERSION**

Grantee:	City of Detroit
Project Title:	Detroit St. Aubin Transient Marina
Project Location:	Mt. Aubin Park, City of Detroit, Wayne County
Project and Amendment Number:	26-01437, Amendment #1

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the CITY of DETROIT in the COUNTY of WAYNE ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes .02 acres from the project area of the original Agreement or as may have been revised by previous amendment. This leaves approximately 10.74 acres available for outdoor recreation.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 10.74 acres, added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial State Park) along the Detroit River. St. Aubin Marina will no longer exist in name, as it will now be included within William G. Milliken State Park and Harbor, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

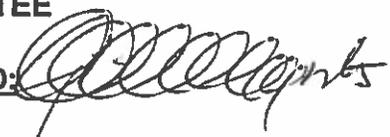
The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

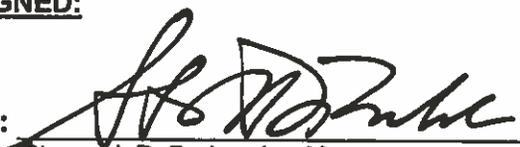
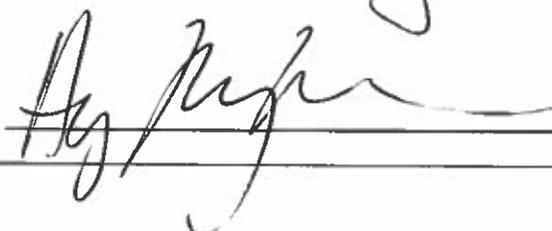
This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

- Approval of the amendment by its governing body is not required.
- The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01437, Amendment #1

GRANTEE	
SIGNED: 	WITNESSED:
By: <u>Alicia C. Minter</u>	By: <u>Ronua Miller</u>
Title: <u>Director</u>	By: <u>Tracy D. Minter</u>
Date: <u>9/29/14</u>	

MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED:	WITNESSED:
By:  Steven J. DeBrabander, Manager Grants Management	By: <u>Christie Bays</u>
EFFECTIVE DATE: <u>Oct 23, 2014</u>	By: 

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01437, Amendment #1**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

St. Aubin

METCO
SERVICES, INC.

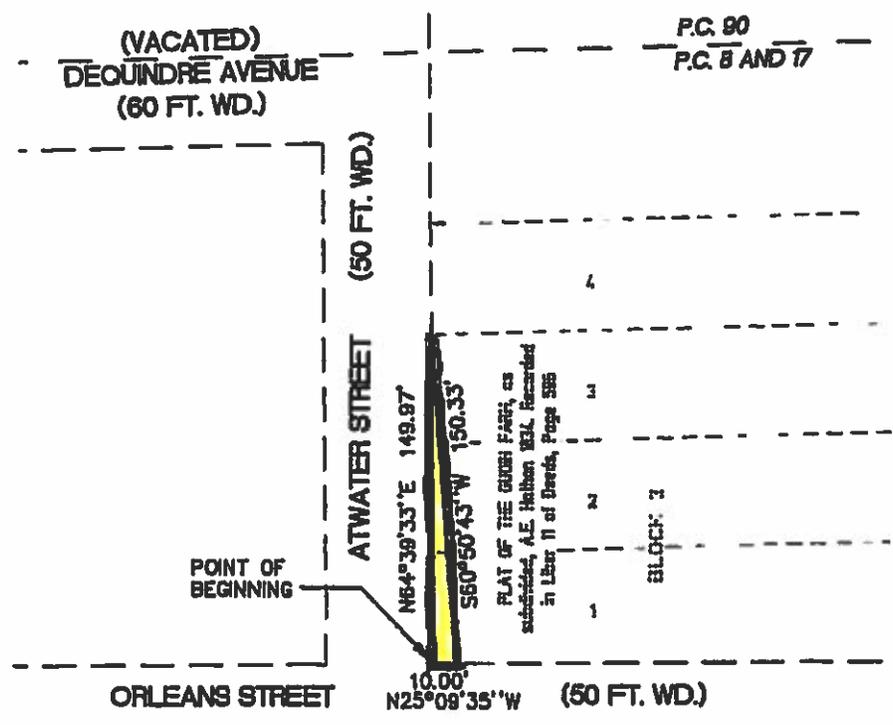
2504 STEPHENS, WARREN, MI 48090
TEL. - (313) 752-6770 • FAX (313) 752-6774
www.metcoservice.com



RIGHT-OF-WAY DEDICATION

[Handwritten signature]
10/20/14

Conversion



CONV. Parcel

Marty Wagner 10/21/14

CLIENT: DEFC
 ADDRESS: 800 Griswold, Suite 2200
 CITY, STATE & ZIP: Detroit, MI 48226
 CITY: Detroit P.C.: 8.17 COUNTY: Wayne
 DATE: 08/25/08 DRAWN BY: D.E. Green
 JOB NO.: 08-002 SHEET NO.: 8 of 8
 SCALE: 1" = 60'
 BOOK/DATE: N/A

LEGAL DESCRIPTION: SEE SHEETS 1-3 OF 8

MARTIN C. DONN PROFESSIONAL SURVEYOR #39081



St. Aubin

EXHIBIT "A"

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Lots 1, 2 and 3, Block 3 of, "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", recorded in Liber 10, Pages 715-717 City records. (Wayne County Records), described as:

Beginning at the intersection of the easterly line of Orleans Street (50 feet wide) and the southerly line of Atwater Street (50 feet wide) also being the northwesterly corner of Lot 1, Block 3 of said, "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", N64°39'33"E along the southerly line of said Atwater Street, 149.97 feet to the northeasterly corner of Lot 3, Block 3 of said "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE";

Thence S60°50'43"W 150.33 feet to the easterly line of said Orleans Street also being the westerly line of Lot 1, Block 3 of said, "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE";

Thence N25°09'35"W along the easterly line of said Orleans Street and the westerly line of Lot 1, Block 3 of said, "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", 10.00 feet to the intersection of the easterly line of said Orleans Street and the southerly line of said Atwater Street also being the northwesterly corner of Lot 1, Block 3 of said, "A TOWN PLAT OF THE FARM OF ANTOINE DEQUINDRE", also being the point of beginning.

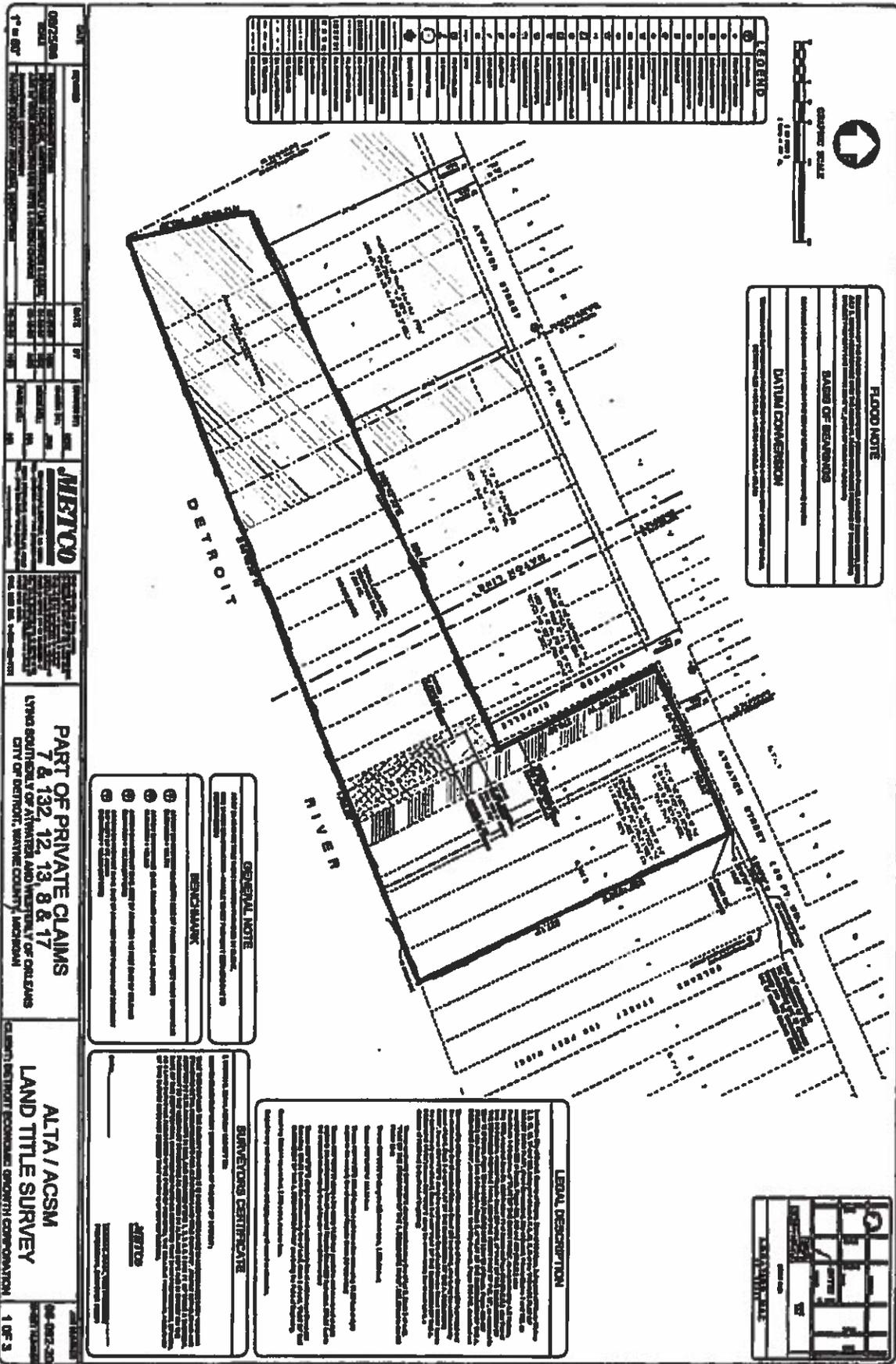
Containing 750.000 sq. ft. more or less, (±0.02 acres)

Subject to any and all rights-of-way of record or otherwise.

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01437, Amendment #1**

Legal Description and Boundary Map of the Mitigation Area



Mitigation

10/22/11
Amy [Signature]

4/12/11
[Signature]

7.659 Acres

PART OF PRIVATE CLAIMS
7 & 132, 12, 13, 8 & 17
LYING SOUTHWESTLY OF ATLANTA AND WESTERN Y OF ORLANDS
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

ALTA / ACSM
LAND TITLE SURVEY

1 OF 3

3

Handwritten signature
10/22/14

Mitigation

LOCATION MAP

GENERAL NOTE

LEGAL DESCRIPTION

SURVEYORS CERTIFICATE

LEGEND

GRAPHIC SCALE

DETAIL

LEGEND

BENCHMARK

FLOOD NOTE

BASES OF BEARINGS

DATUM CONVERSION

CLIENT: DETROIT ECONOMIC GROWTH CORPORATION

ALTA / ACSM LAND TITLE SURVEY

VACATED DEQUONDRE AVENUE
LYING BETWEEN SECTIONS 17 AND 18, T14N R14E, SEC. 18, TOWNSHIP 14N, RANGE 14E, COUNTY OF BERKLEY, MICHIGAN

METCO

DATE: 10/22/14

1" = 40'

Handwritten signature
10/22/14

.641 Acres

F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 7, 8, 12, 13, 17 and 132, being part of Lots I, K, L, M, N, O of the "PRIVATE PLAT OF MULLET FARM PLAT", (front concession) City of Detroit, Private Claims 7 and 132, as recorded in Liber 226 of deeds, Pages 439, 440 and 442 (W.C.R.); also Part of Lots 1-6 inclusive of "PLAT OF THE GUOIN FARM", as subdivided by A. E. Hathor, May 1836, recorded June 20, 1836 in Liber 11 of deeds on Page 596 (W.C.R.); also Part of Lots 1-6 inclusive, vacated Riopelle Street (39 feet wide), of "PLAT OF THE SUBDIVISION OF THE DOMINIQUE RIOPELLE FARM, BEING EH FRONT PART OF P.C. 13.", as recorded in Liber 15 of deeds, Pages 394 and 395 (W.C.R.) and Liber 25 of deeds, Pages 405-407 (W.C.R.); also Part of Lots 2-5 inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southwesterly line of Atwater Street (50 feet wide) and the southwesterly line of vacated Orleans Street (50 feet wide), also being the northeasterly corner of Lot 6, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 64d 47' 57" E along the southeasterly line of said Atwater Street 149.97 feet to the northeasterly corner of Lot 5, Block 2, of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S25d 10' 59" E along the northeasterly line of said Lot 5, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the U. S. Harbor Line; thence S68d 09' 50" W along the said U. S. Harbor Line 1,202.09 feet; thence N13d 04' 02" W 190.62 feet; thence N64d 47' 33" E 898.46 feet to a point on a line measuring 11.00 feet at right angles to the easterly line of vacated Riopelle Street (39 feet wide); thence N26d 42' 05" W along a line being 11.00 feet parallel to and measured at right angles to the northeasterly line of vacated Riopelle Street (39 feet wide), 270.55 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 57" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 268.82 feet to the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.



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F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 8 and 17, being Lots 6 - 8 of inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southeasterly line of Atwater Street (50 feet wide) and the northeasterly line of vacated Orleans Street (50 feet wide), also being the northwesterly corner of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 25d 10' 59" E along the northeasterly line of said vacated Orleans Street, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of said vacated Orleans Street, 535.89 feet to the U. S. Harbor Line; thence along the U. S. Harbor Line the following two (2) courses, thence S 61d 35' 46" W, 26.04 feet; thence S 68d 09' 50" W 174.04 to the southwesterly corner of said Lot 6, Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", of feet; thence N 25d 10' 59" W along the southwesterly line of Lot 6 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 53" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 199.96 feet to the southeasterly line of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.

GENERAL NOTE

AS OF 03-19-06 NO TITLE WORK HAS BEEN PROVIDED BY CLIENT.

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LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan, being part of Private Claims 8 and 17 and 90, being that part of vacated Dequindre Avenue (60 feet wide) lying between the southeasterly line of Franklin Street (50 feet wide) and the northwesterly line of Atwater Street (50 feet wide), more particularly described as:

Beginning at the intersection of the southeasterly line of said Franklin Street and the northeasterly line of vacated Dequindre Avenue (60 feet wide) also being the northwesterly corner of Lot 16 of, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 76 (W.C.R.), Thence $S26^{\circ}07'36''E$ along the northeasterly line of said vacated Dequindre Avenue and the southwesterly line of Lots 16, 9 and a Public Alley (20 feet wide) of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", also Lot 1 and Guoin Street of, "RE-SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 302 (W.C.R.), 471.72 feet to the southwesterly corner of said Lot 1 also being the northwesterly line of said Atwater Street

Thence $S64^{\circ}39'33''W$ along the northwesterly line of said Atwater Street, 60.01 feet to the southeasterly corner of Lot 6 Block 4 of, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", recorded in Liber 10, Pages 715-717;

Thence $N25^{\circ}34'55''W$, 200.56 feet to a point along the southeasterly line of Guoin Street (50 feet wide);

Thence $N28^{\circ}18'14''W$, 50.06 feet to the southeasterly corner of said Lot 6, Block 7, of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", also being the intersection of the northwesterly line of said Guoin Street with the southwesterly line of said Vacated Dequindre Avenue;

Thence $N25^{\circ}07'36''W$ along the southwesterly line of said vacated Dequindre Avenue also being the northeasterly line of Lots 5 and 6 Block 7 of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 216.61 feet to the northeasterly corner of said Lot 5 Block 7, also being the southeasterly line of said Franklin Street

Thence $N59^{\circ}51'31''E$ along the southeasterly line of said Franklin Street, 60.15 feet to the northeasterly line of said vacated Dequindre Avenue also being the northwesterly corner of Lot 16 of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM" and the point of beginning.

Containing 0.641 Acres, (27,914,663 Sq. Ft.) more or less.

Subject to any and all easements and rights-of-way of record or otherwise.

For full copy of
Resolution see
26-00757

TRUE COPY CERTIFICATE

Form C of D-16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

Janice M. Winfrey

I,

, City Clerk of the City of Detroit, in said

State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION

APPROVED BY THE EMERGENCY MANAGER FOR THE CITY OF DETROIT ON

Thursday, July 24, 2014

IN ACCORDANCE WITH EM ORDER NO. 3 DATED APRIL 11, 2013

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 21st

day of August A.D. 2014

Janice M. Winfrey
CITY CLERK

GL

19

CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MAYERS
DETROIT, MICHIGAN 48225
PHONE 313-224-1100
FAX 313-224-3544
WWW.DETROITMI.GOV

To: Honorable City Council

From: Trisha Stein, Interim Director
Planning and Development Department

Alicia Minter, Director
Recreation Department

John Naglick, Director
Finance Department

*Town Council
City Exec - Planning & Dev.
Mayor's Office*

Date: June 24, 2014

RE: Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard

Honorable City Council:

This is a joint request by the City's Recreation Department, Planning and Development Department ("PDD") and Finance Department to this Honorable Body to provide such approvals as may be necessary to effectuate the following, all as further described below: (i) the transfer of certain City-owned property to the United States Coast Guard (the "USCG") and the Economic Development Corporation of the City of Detroit (the "EDC"); (ii) the transfer of certain riverfront property to the City from the EDC in order to connect the Riverwalk; and (iii) the approval of the conversion of certain City-owned federally designated park space.

By way of background, the EDC is a public body corporate established by ordinance adopted by the City Council in 1976 pursuant to Act 338, Public Acts of Michigan, 1974 (the "EDC Act") for purposes of assisting local industrial and commercial enterprises to strengthen and revitalize the economy of the City of Detroit and the State of Michigan. The EDC is governed by a Board of Directors made up of members appointed by the Mayor of the City of Detroit, with the advice and consent of the City Council. Pursuant to the EDC Act, the EDC may, among other things, implement development projects in specified project areas in accordance with project plans that have been approved by the City Council. Pursuant to the EDC Act, the City may transfer property to the EDC for less than fair market value and, likewise, the EDC may transfer property for less than fair market value. Historically, the City and the EDC have found this flexibility to provide a useful tool for incentivizing economic development projects and for filling gaps in financing models available for such projects.

On May 6, 2008, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"), the project area for which is shown on Exhibit A (the "Mt. Elliot Project Area"). The Mt. Elliot Project Plan contemplates, among other things, the City's transfer of certain City-owned land located in the Project Area to the United States Coast Guard (the "USCG") to accommodate the

EDC/U.S. Coast Guard Declaration

June 24, 2014

Page 2 of 4

Project Plan"), the project area for which is shown on Exhibit B (the "Waterfront Project Area"). The Waterfront East Project Plan contemplates, among other things, that the City will retain ownership of certain parts of the Waterfront Project Area, including the area necessary for the Riverwalk, for public access and other public purposes, and transfer all areas not utilized for public access and other public purposes to the EDC for \$1.00 for purposes of implementing the Waterfront East Project Plan.

Requests for Transfer of City-Owned Property

Consistent with the Mt. Elliot Project Plan and the Waterfront East Project Plan, the EDC has requested the transfers of certain City-owned properties as described below. The Recreation Department has relinquished jurisdictional control over those requested parcels currently under its jurisdictional control and the Planning and Development Department ("P&DD") seeks to have these properties declared to be surplus to accommodate their transfer to the USCG and/or EDC, as further described below.

1. **Transfer to USCG of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 1 & 2 on Exhibit A-1) (collectively, the "City CG Parcels")**

In January, 2011, the City, the EDC, and the USCG entered into a certain Exchange Agreement (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the above-referenced parcels. In exchange, the USCG will transfer to the EDC a USCG-owned parcel located in the Waterfront Project Area (Shown as "Coast Guard Atwater Parcel" on Exhibit B-1) to enable the EDC to assemble a prime development site for purposes of implementing the Waterfront East Project Plan. Thereafter, as further described below, the EDC will transfer a portion of said parcel to the City to close a gap in the Riverwalk. In order for the Exchange Agreement to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the City CG Parcels to PDD, (ii) declare the CG Parcels surplus, and (iii) approve and ratify the Exchange Agreement.

2. **Transfer to EDC of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 3 & 4 on Exhibit A-1) (collectively, the "Lighthouse Depot Property")**

The Lighthouse Depot buildings are not currently being used by the City. The new Riverfront Conservancy Pavilion, located elsewhere in Mt. Elliott Park is expected to provide recreation center amenities to the public. The buildings and the related adjacent parking are contemplated by the Mt. Elliot Project Plan for transfer to the EDC to facilitate an adaptive commercial development reuse of the buildings. In order for the transfer of Lighthouse Depot Property to the EDC to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the Lighthouse Depot Property to PDD, (ii) declare the Lighthouse Depot Property surplus, (iii) and approve a new land transfer agreement between the City and the EDC for the transfer of the Lighthouse Depot Property.

3. **Transfer to EDC of City-owned land in the Waterfront Project Area (Shown on Exhibit B-1 as Parcel 40 and Parcel 44, collectively, the "Waterfront Omitted Parcels")**

EDC/U.S. Coast Guard Declaration
 June 24, 2014
 Page 3 of 4

Pursuant to the Waterfront East Project Plan, all City-owned land in the Waterfront Project Area, other than land to be retained for public access and other public purposes, would be transferred to the EDC for purposes of implementing the Waterfront East Project Plan. In 2006, the City transferred such property to the EDC pursuant to a land transfer agreement approved by the City Council in 2005 (the "Waterfront LTA"). Since such time, the EDC has been actively pursuing the redevelopment of the Waterfront Project Area, including the recent redevelopment of the Globe Trading Building to hold the Michigan Department of Natural Resources' ("MDNR") planned outdoor adventure center. Recently, while conducting title review for a planned residential development consisting of approximately 290 units over five formerly owned-City blocks, it was discovered that (i) the City-owned parcel identified as "Parcel 40" was approved by the City Council for transfer to the EDC but inadvertently omitted from the related land transfer agreement, and (ii) the City-owned parcel identified as "Parcel 44" was inadvertently omitted from the 2005 City Council land transfer approvals. These parcels are integral to the redevelopment of the Waterfront Project Area. The transfer of the Waterfront Omitted Parcels to the EDC requires your Honorable Body declare the Waterfront Omitted Parcels surplus and approve the transfer of the Waterfront Omitted Parcels pursuant to an amendment to the Waterfront LTA.

4. **Transfer to EDC of a portion of Chene Park in the Waterfront Project Area (Shown on Exhibit B-1 as "Chene Conversion Parcel")**

The easternmost 100' of Chene Park presently holds a soundproofing berm that is no longer necessary due to the relocation of the neighboring cement company. Under the Waterfront East Project Plan, the Chene Conversion Parcel would be re-zoned and transferred to the EDC. When combined with the adjacent former cement silo site already owned by the EDC and with the USCG-owned property to be transferred to the EDC under the Exchange Agreement, it will allow the creation of a prime Waterfront development site. The transfer of the Chene Conversion Parcel to the EDC requires your Honorable Body (i) consent to the transfer of jurisdictional control of the Chene Conversion Parcel to PDD, (ii) declare the Chene Conversion Parcel surplus, and (iii) approve the transfer of the Chene Conversion Parcel pursuant to an amendment to the Waterfront LTA.

Request for Transfer to City of EDC-Owned Property

Subject to the consummation of the Exchange Agreement, the EDC and the Recreation Department seek approval of the transfer by the EDC to the City of a portion of the Coast Guard Atwater Parcel (Shown as "Riverwalk Parcel" on Exhibit B-1). The acquisition by the City of the Riverwalk Parcel will fill a gap in the Riverwalk between Chene Park and Stroh's River Plaza. City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel. The transfer of the Riverwalk Parcel to the City requires that your Honorable Body approve the transfer of the Riverwalk Parcel to the City pursuant to an amendment to the Waterfront LTA, subject to the consummation of the Exchange Agreement.

EDC/U.S. Coast Guard Declaration
June 24, 2014
Page 4 of 4

Request for Approval of Conversions

This Honorable Body's approval of a conversion process, started a number of years ago, is necessary for certain of the requested City-owned properties to be put to the uses intended hereunder. Property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required to be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and MDNR approval, such property is "converted", in which event such property will be released from such restriction and replacement or mitigation recreational property will instead assume such restriction ("Conversion").

Each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds. Further, the St. Aubin Marina, located within the Waterfront East Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof which was used in the expansion of Atwater Street between Rivard and Orleans Streets, as depicted on Exhibit D (the "Marina Parcel"). In addition, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livemois Avenue and I-94 Freeway and depicted on Exhibit E (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel referred to as the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through PDD, for future development. Because the use of the Marina Parcel and the Atkinson Field changed prior to the Conversion, the City is technically not in compliance with the requirements of the Grant Funds; however, the City Council's approval of the Conversion as requested herein will remedy this issue.

The EDC and the Recreation Department previously submitted Conversion requests with respect to the Conversion Parcels to the NPS and the MDNR, proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space. The Conversion requests have been granted by both the NPS and the MDNR, subject to approval by the City Council.

We, therefore, request that your Honorable Body adopt the attached resolution (i) approving the requested transfers of jurisdiction and declarations of surplus, (ii) authorizing the above-referenced transfers of City-owned property by way of the Exchange Agreement, a Mt. Elliott Land Transfer Agreement, an amendment to the Waterfront Land Transfer Agreement, (iii) approving the City's acquisition of the Riverwalk Parcel pursuant to the terms of an amendment to the Waterfront LTA, and (iv) approving the Conversion of the Conversion Parcels.

**RESOLUTION OF DETROIT CITY COUNCIL
RELATING TO LAND TRANSFERS REQUESTED
PURSUANT TO CERTAIN ECONOMIC DEVELOPMENT CORPORATION OF
THE CITY OF DETROIT PROJECT PLANS,**

By Council Member Leland

WHEREAS, on May 6, 2008, the City Council of the City of Detroit (the "City") approved the Economic Development Corporation of the City of Detroit's (the "EDC") Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"); and

WHEREAS, the project area for the Mt. Elliot Project Plan is part of that area in the City bounded generally by Wight Street and East Jefferson Avenue on the north, the east property line of the Gabriel Richard Park property on the east, the Detroit River on the south, and the Harbortown residential development on the west, excluding the former industrial Uniroyal site, all as depicted on Exhibit A hereto (the "Mt. Elliot Project Area"); and

WHEREAS, the United States Coast Guard (the "USCG") currently owns and operates a facility within the Mt. Elliot Project Area located at 3414 Wight Street (the "Existing CG Facility"); and

WHEREAS, the former USCG Lighthouse depot building and its ancillary parking, as depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "Lighthouse Depot Property") is located within the Mt. Elliot Project Area and is owned by the City; and

WHEREAS, the Mt. Elliot Project Plan contemplates, among other things, (i) the transfer by the City of certain City-owned land located in the Project Area, depicted on Exhibit A-1 and legally described on Exhibit A-3, (the "City CG Parcels"), including a portion of Mt. Elliot Park, to accommodate the expansion of the Existing CG Facility and the construction of a buoy storage area for the USCG (collectively, the "CG Project"); (ii) the transfer of the Lighthouse Depot Property to the EDC to accommodate the redevelopment thereof for public, private or combined use (the "Lighthouse Project"); and (iii) the rezoning of the City CG Parcels and the Lighthouse Depot Property from PR to SD4 to accommodate the CG Project and the Lighthouse Project, respectively; and

WHEREAS, the implementation of the CG Project and the Lighthouse Project requires the conversion of the City CG Parcels and the Lighthouse Depot Property out of federally designated parkland; and

WHEREAS, on September 14, 2005, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Waterfront East Development Project (the "Waterfront East Project Plan"); and

WHEREAS, the project area for the Waterfront East Project Plan is that area in the City generally bounded by Rivard and Riopelle on the west, Chene on the east, the Detroit River Harbor Line on the south, East Jefferson Avenue on the north, and the north-south corridor running from East Jefferson to Gratiot along St. Aubin/Orcans (i.e., the Dequindre Cut Greenway), all as depicted on Exhibit B hereto (the "Waterfront Project Area"); and

WHEREAS, the Waterfront East Project Plan contemplates that all City-owned and City-acquired property in the Waterfront Project Area, other than properties retained for rights-of-way, public open spaces and other public purposes, will be transferred to the EDC and the EDC will subsequently cause the redevelopment of such properties through third party developers selected by the EDC; and

WHEREAS, pursuant to resolution of this Honorable Body dated September 14, 2005 (J.C.C. 2682-2691) (the "Original LTA Resolution"), the City and the EDC previously executed that certain Transfer of Land Agreement (East Riverfront Project) dated as of July 13, 2006, (the "Waterfront LTA") pursuant to which the City transferred to the EDC certain of the City-owned properties located within the Waterfront Project Area; and

WHEREAS, the EDC has discovered that the parcel depicted and described on Exhibit B-1 and legally described on Exhibit B-2 ("Parcel 40") was authorized to be transferred to the EDC under the Original LTA Resolution but was inadvertently omitted from the parcels identified in the Waterfront LTA and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC has discovered that the parcel depicted on Exhibit B-1 and legally described on Exhibit B-3 ("Parcel 44" and together with Parcel 40, the "Waterfront Omitted Parcels") is owned by the City and contemplated for mixed use/residential redevelopment under the ERF Project Plan but was inadvertently omitted from the Original LTA Resolution and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC seeks conveyance of the Waterfront Omitted Parcels to the EDC, by way of an amendment to the Waterfront LTA, in order to consolidate such parcels with the EDC's adjacent parcels, thereby maximizing their potential for redevelopment in accordance with the Waterfront East Project Plan; and

WHEREAS, the EDC also seeks revision to the Waterfront LTA in order to provide additional clarity to potential developers and their lenders regarding title to the subject property following its development; and

WHEREAS, the Waterfront East Project Plan contemplates the re-zoning of part of the easternmost portion of Chene Park, as depicted on Exhibit B-1 and legally described on Exhibit B-4 hereto (the "Chene Conversion Parcel"), to SD4 for a residential/mixed land use; and

WHEREAS, the EDC owns the parcel immediately east of the Chene Conversion Parcel, which parcel is zoned SD4 and intended to be used for residential/mixed land use (the "EDC Chene Parcel"); and

WHEREAS, the USCG owns property located at the southeastern edge of the Waterfront Project Area, immediately to the east of the EDC Chene Parcel, as depicted on Exhibit B-1 and legally described on Exhibit B-3 (the "CG Atwater Parcel"); and

WHEREAS, the Waterfront East Project Plan contemplates the use of a portion of the CG Atwater Parcel for the Riverwalk and the remaining portion of the CG Atwater Parcel for residential/mixed land use; and

WHEREAS, the EDC seeks to obtain fee title to the Chene Conversion Parcel, by way of an amendment to the Waterfront LTA, and the CG Atwater Parcel, by way of the Exchange Agreement (as defined below) in order to consolidate the Chene Conversion Parcel, the EDC Chene Parcel, and the CG Atwater Parcel into a contiguous parcel, thereby maximizing its potential for redevelopment as contemplated by the Waterfront East Project Plan; and

WHEREAS, the City, the EDC, and the USCG entered into that certain Exchange Agreement dated January 26, 2011 attached hereto as Exhibit C (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the City CG Parcels in exchange for the transfer to the EDC of the CG Atwater Parcel and the USCG agreed to transfer to the EDC the CG Atwater Parcel in exchange for the transfer of the City GC Parcels to the USCG, plus a payment of \$15,000 payable by the EDC; and

WHEREAS, the USCG was granted the specific authority to enter into the Exchange Agreement by Public Law 110-181: National Defense Authorization Act for Fiscal Year 2008, Title XXVIII, Subtitle C, Section 2845; and

WHEREAS, the transactions contemplated by the Exchange Agreement were conditioned upon, among other things, (i) the remediation by the City and the EDC of one of the City CG Parcels (the "City Remediation"); (ii) the remediation by the USCG of the CG Atwater Parcel (the "CG Remediation"); (iii) the conversion of the City CG Parcels out of federally designated parkland; and (iv) the approval of the Detroit City Council and Mayor of the Exchange Agreement; and

WHEREAS, the City Remediation has been completed through efforts of the EDC and the Detroit Riverfront Conservancy and the CG Remediation was completed by the USCG in May, 2014; and

WHEREAS, property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and Michigan Department of Natural

Resources ("MDNR") approval, such property is "converted", in which event such property will be released from such restriction and mitigation recreational property will instead assume such restriction (the "Conversion"); and

WHEREAS, each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds; and

WHEREAS, the St. Aubin Marina, located within the East Riverfront Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof, depicted on Exhibit D and legally described on Exhibit D-1 (such portion being, the "Marina Parcel") which was used in the expansion of Atwater Street between Rivard and Orleans Streets; and

WHEREAS, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E and legally described on Exhibit E-1 (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel, the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through the Planning and Development Department ("PDD"), for future development; and

WHEREAS, the EDC and the City, through its Recreation Department (the "Recreation Department"), submitted conversion requests to the NPS and the MDNR proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space, and such requests have been granted, subject to approval by the Detroit City Council (collectively, the "Conversions"); and

WHEREAS, the Recreation Department is requesting the Detroit City Council's approval of the Conversions; and

WHEREAS, the Detroit City Council's approval of the Conversions will remedy the City's technical non-compliance with the Grant Funds caused by the change in the use of the Marina Parcel and Atkinson Field prior to the Conversion; and

WHEREAS, the EDC has submitted a request to the City's Recreation Department and PDD requesting that (i) following the Conversions, the Lighthouse Depot Property and the Chene Conversion Parcel be transferred by the City to the EDC and the City CG Parcels be transferred to the USCG pursuant to the terms of the Exchange Agreement; and (ii) the Waterfront Omitted Parcels be transferred to the EDC (collectively the "EDC Request"); and

WHEREAS, the Recreation Department has determined that, following the completion of the Conversions, the Conversion Parcels will be "surplus" to its needs; and

WHEREAS, the Finance Director seeks the approval of Detroit City Council of the transfer of jurisdictional control of the Conversion Parcels to PDD; and

WHEREAS, PDD has jurisdictional control over Waterfront Omitted Parcels; and

WHEREAS, PDD has investigated current and potential uses of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels, has determined such parcels are not currently used by the City and are not essential to the City, and, consistent with Section 14-8-4 of the City Code, recommends to this Honorable Body that each of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels be declared "surplus real property"; and

WHEREAS, the Detroit City Council has determined that the transfer of the Lighthouse Depot Property to the EDC for \$1.00 pursuant to a land transfer agreement, and the transfer of the City CG Parcels to the USCO pursuant to the Exchange Agreement, (i) are consistent with the objectives set forth in the Mt. Elliot Project Plan, (ii) are in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, supporting the reclamation of the riverfront for the citizens of Detroit, and supporting the economic growth of the City by enhancing public spaces and property values in and around the Mt. Elliot Project Area; and

WHEREAS, the form of the land transfer agreement incorporating the terms and conditions upon which the Lighthouse Depot may be transferred to the EDC (the "Mt. Elliot LTA") is attached hereto as Exhibit E; and

WHEREAS, the Detroit City Council has determined that the transfer of the Waterfront Omitted Parcels and the Chene Conversion Parcel to the EDC for \$1.00 pursuant to an amendment to the Waterfront LTA (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, attracting and providing for gainful employment opportunities for the citizens of the City of Detroit and advancing economic prosperity of the City and its citizens by attracting new or retaining commercial enterprises and residents in the City, all of which will enhance the tax base of the City; and

WHEREAS, following the consummation of the transactions contemplated by the Exchange Agreement, the EDC seeks to transfer and convey to the City pursuant to an amendment to the Waterfront LTA, that portion of the CG Atwater parcel depicted on Exhibit B-1 and legally described on Exhibit B-6 (the "Riverwalk Parcel") that is anticipated to be used for the Riverwalk; and

WHEREAS, the Environmental Affairs division of the City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel; and

WHEREAS, the Detroit City Council has determined that the acquisition of the Riverwalk Parcel (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by further enhancing the Detroit Riverfront for the benefit of the public; and

WHEREAS, the form of the amendment to the Waterfront LTA incorporating the terms and conditions upon which the Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred to the EDC and the Riverwalk Parcel may be transferred to the City (the "Waterfront LTA Amendment") is attached hereto as Exhibit G; and

NOW THEREFORE, BE IT RESOLVED, that the Conversion of the Conversion Parcels is hereby approved and the Director of the Recreation Department is authorized to execute and deliver such instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further,

RESOLVED, that the transfer of jurisdictional control of the Conversion Parcels from the Recreation Department to PDD is hereby approved; and be it further

RESOLVED, that the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, Atkinson Field, and the Waterfront Omitted Parcel are hereby declared to be surplus real property; and be it further

RESOLVED, that the Lighthouse Depot Property may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Mt. Elliot Project Plan, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; and be it further

RESOLVED, that Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Waterfront East Project Plan, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and be it further

RESOLVED, that the City may acquire the Riverwalk Parcel from the EDC, pursuant to the terms and conditions of the Waterfront LTA; and be it further

RESOLVED, that the Director of the Planning and Development Department is authorized to execute and deliver to the EDC the Mt. Elliot LTA and the Waterfront LTA Amendment, substantially in the form attached hereto as Exhibits F and G, respectively, and to execute and deliver such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further

RESOLVED, that the Mt. Elliot LTA and the Waterfront LTA Amendment will be considered confirmed when executed by the Director of the Planning and Development Department and approved by the Corporation Counsel; and be it further

RESOLVED, that the Exchange Agreement and its execution by the Director of the Recreation Department is hereby authorized, ratified and approved, and be it further,

RESOLVED, that the City CG Parcels may be transferred and conveyed to the USCG upon the terms and conditions set forth in the Exchange Agreement; and be it further

RESOLVED, that the Director of the PDD is authorized to execute and deliver to the USCG such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes of the Exchange Agreement; and be it further

RESOLVED, that the Emergency Manager of the City of Detroit is authorized, in accordance with Section 19(2) of Public Act 436 of 2012, to transfer (i) to the EDC the Lighthouse Depot Property, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; (ii) to the EDC, the Waterfront Omitted Parcels and the Chene Conversion Parcel, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and (iii) to the USCG, the City CG Parcels, in accordance with and subject to the terms and conditions of the Exchange Agreement.

OMB No. 1024-0033

Expires 08/31/2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Michigan

Project Amendment No. 1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 26-01437 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of MICHIGAN pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

The project is amended to remove approximately .02 acre affected by the partial conversion from St. Aubin Marina, Detroit, Wayne County, Michigan, leaving approximately 12.38 acres available for outdoor recreation. The replacement property is approximately 10.74 acres added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial Park) along the Detroit River. St. Aubin Marina will no longer exist in name as it will now be included within William G. Milliken State Park and Harbor.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By Robert Cook
(Signature)

(Title)

National Park Service
United States Department of the Interior

Date 12/18/2013

STATE

MICHIGAN
(State)

By Samuel Duncan, IV
(Signature)

Samuel Duncan, IV

(Name)

LWCF Program Manager

(Title)

Paperwork Reduction Act Statement: This form is authorized by the Land and Water Conservation Act of 1965 (LWCF Act) (16 U.S.C. 4601-4 et seq.). Your response is required to obtain or retain a benefit. We use this information to document changes made to original grant agreements. Your response is not valid OMB control number is displayed. We estimate that it will take 3 hours to complete this form, including time necessary to review instructions, gather data and review the form. You may direct comments regarding the burden estimate or any other aspect of the form to State and Local Assistance Programs, 1849 C Street N.W., Mail Stop 2225, Washington DC 20240

CFDA 15.916, Outdoor Recreation Acquisition,
Development and Planning



Michigan Department of Natural Resources - Grants Management

**LAND AND WATER CONSERVATION FUND
AMENDMENT TO PROJECT AGREEMENT
DUE TO CONVERSION**

Grantee:	<u>City of Detroit</u>
Project Title:	<u>Atkinson Playfield</u>
Project Location:	<u>Atkinson Park, City of Detroit, Wayne County</u>
Project and Amendment Number:	<u>26-00757, Amendment #4</u>

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the CITY of DETROIT in the COUNTY of WAYNE ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes 13.49 acres from the project area of the original Agreement or as may have been revised by previous amendment.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 10.74 acres, added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial State Park) along the Detroit River, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

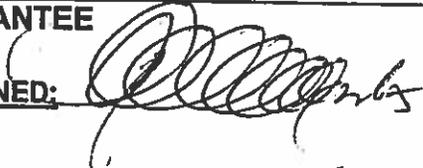
This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

Approval of the amendment by its governing body is not required.

The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-00757, Amendment #4

GRANTEE	
SIGNED: 	WITNESSED:
By: <u>Alicia C. Minter</u>	By: <u>Donna Miller</u>
Title: <u>Director</u>	By: <u>Tracy Thomas</u>
Date: <u>9/29/14</u>	

MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED:	WITNESSED:
By:  Steven DeBrabander, Manager Grants Management	By: <u>Christie Bayus</u>
EFFECTIVE DATE: <u>Oct 23, 2014</u>	By: 

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-00757, Amendment #4**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

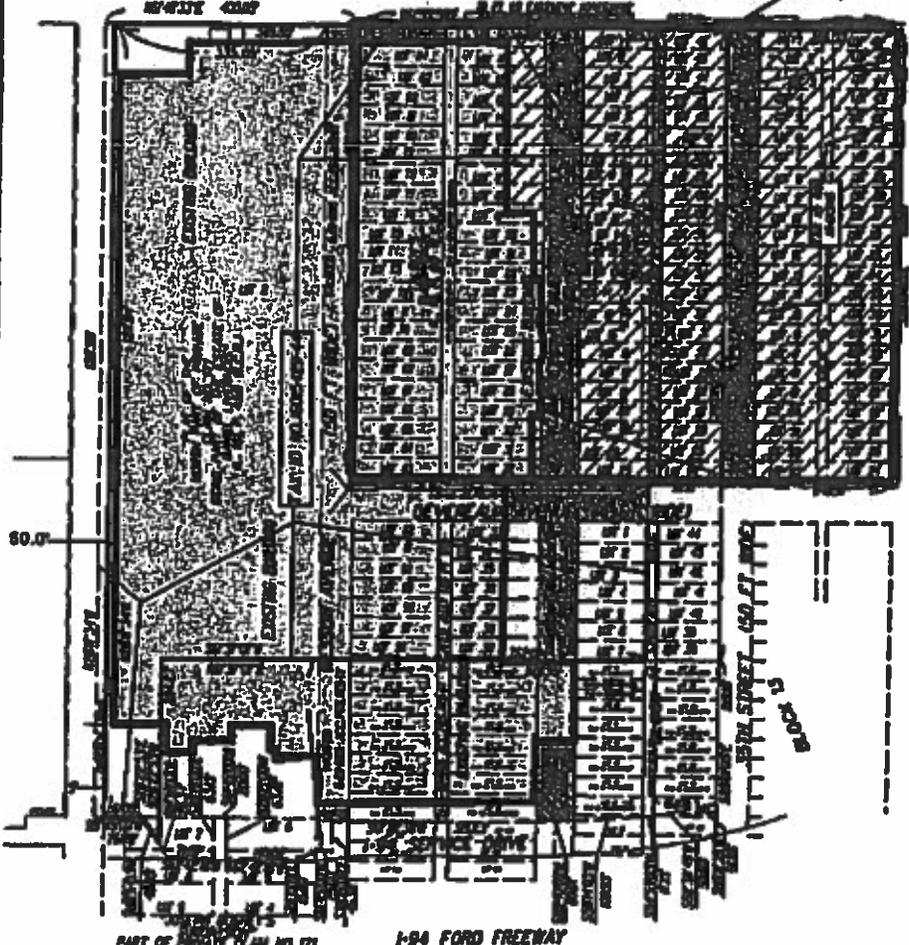
Adkinson

SCALE: 1"=200'



McGRAN AVENUE (50 FT WOC)

FOUR OF EIGHTH
FOURTH STREET



JUNCTION STREET (50 FT WOC)

35TH STREET (50 FT WOC)
36TH STREET (50 FT WOC)
37TH STREET (50 FT WOC)
38TH STREET (50 FT WOC)
39TH STREET (50 FT WOC)
40TH STREET (50 FT WOC)
41ST STREET (50 FT WOC)
42ND STREET (50 FT WOC)
43RD STREET (50 FT WOC)
44TH STREET (50 FT WOC)
45TH STREET (50 FT WOC)

PART OF TRACT NO. 171
I-94 FORD FREEWAY

LEGEND

BUILDING LINE



PROPOSED PARCEL

EXISTING PARCELS

CITY OF DETROIT TAX DESCRIPTION
PARCEL ID NO. 16-01315

ALL OF LOTS 1 THROUGH 46, BLOCK 6, AND ALL THAT PART OF 35TH STREET AND ALL VACATED PUBLIC ALLEY ADJACENT TO SAID LOTS OF "TYPE-BARBOUR AND WARREY'S SUBDIVISION" AS RECORDED IN LIBER 16, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS.

SKETCH OF DESCRIPTIONS
DETROIT, WAYNE COUNTY,
MICHIGAN

giffels webster

Engineers Surveyors
Planners
Landscape Architects
Environmental
Specialists
28 W. Adams Street
Suite 1200
Detroit, MI 48226
P (313) 962-4442
F (313) 962-6068
www.giffelswebster.com

DATE:	02/21/14	CHECKED BY:		DATE:	
DRAWN:	LOA				
DESIGN:					
P.O.	171 & 280				
CITY OF	DETROIT				

SCALE: 1"=200'
SHEET: 1 OF 2
JOB No: 10057 AND
Copyright © 2012 Giffels Webster
Reservations shall be made
without the prior written consent
of Giffels Webster.

Collins 10/20/14

Conversion

Key Maps 10/22/14

Atkinson

**CITY OF DETROIT TAX DESCRIPTION
PARCEL ID NO. 16015429-44**

A PART OF PRIVATE CLAIMS 171 AND 260, CITY OF DETROIT, COUNTY OF WAYNE AND STATE OF MICHIGAN BEING:

ALL OF LOTS 1 THROUGH 46, BLOCK 5, ALL OF LOTS 1 THROUGH 7, AND A PART OF LOTS 8, BLOCK 14, OF "FYFE-BARBOUR AND WARREN'S SUBDIVISION" AS RECORDED IN LIBER 16, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS; ALSO:

ALL OF LOTS 10 THROUGH 39, 56 THROUGH 85, AND PART OF LOTS 40 AND 55 OF "TALBOT'S SUBDIVISION" AS RECORDED IN LIBER 18, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS, ALSO:

A PART OF LOT 2 OF "PLAT OF THE NORTH PART OF PC 171 AND THE EAST 1/2 OF THE NORTH PART OF PC 574 BEING THE ESTATE OF DANIEL LIVERNOIS" AS RECORDED IN LIBER 181 PAGE 450 OF PLATS, WAYNE COUNTY RECORDS, ALSO; A PART OF LOT 7 OF "JOSEPH BUSHEY'S SUBDIVISION" AS RECORDED IN LIBER 2 PAGE 9 OF PLATS, WAYNE COUNTY RECORDS, ALSO;

ALL THAT PART OF WESSON AVENUE (50 FT WIDE), CAMPBELL AVENUE (60 FT. WIDE), DEVEREAUX AVENUE (66 FT. WIDE) AND ALL PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF MCGRAW AVENUE (50 FT. WIDE) AND THE WESTERLY LINE OF 35TH STREET (50 FT. WIDE), SAID POINT BEING THE NORTHEAST CORNER OF LOT 46 OF SAID "FYFE-BARBOUR AND WARREN'S SUBDIVISION"; THENCE S.28°01'05"E., 690.61 FEET ALONG THE WESTERLY LINE OF SAID 35TH STREET (50 FT. WIDE) TO THE NORTH LINE OF DEVEREAUX AVENUE (66 FEET WIDE); THENCE S.61°50'58"W., 117.00 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF VACATED ALLEY (17 FEET WIDE); THENCE ALONG SAID WEST LINE S.28°01'46"E., 280.18 FEET; THENCE S.61°37'07"W., 762.00 FEET; THENCE S.28°22'53"E., 284.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE I-94 SERVICE DRIVE; THENCE N.61°54'13"W., 48.05 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE SOUTHERLY LINE OF LOT 2 OF SAID "PLAT OF THE NORTH PART OF PC 171 AND THE EAST 1/2 OF THE NORTH PART OF PC 574 BEING THE ESTATE OF DANIEL LIVERNOIS"; THENCE S.61°45'00"W., 76.05 FEET ALONG SAID SOUTHERLY LINE OF LOT 2 AND THE NORTHERLY LINE OF LOT 7 AND ITS EXTENSION THEREOF OF SAID "JOSEPH BUSHEY'S SUBDIVISION" TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE CHEASAPEAKE AND OHIO RAILROAD (60 FT. WIDE); THENCE N.28°17'34"W., 1217.96 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY LINE OF SAID LOT 2 TO A POINT ON THE SOUTHERLY LINE OF MCGRAW AVENUE (50 FT. WIDE); THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE, (1) N.61°48'33"E., 400.05 FEET AND, (2) N.61°50'56"E., 585.78 FEET TO THE POINT OF BEGINNING.

PROPOSED PARCEL

LEGAL DESCRIPTION

A PART OF PRIVATE CLAIMS 171 AND 260, CITY OF DETROIT, COUNTY OF WAYNE AND STATE OF MICHIGAN BEING:

ALL OF LOTS 1 THROUGH 46, BLOCK 5 AND BLOCK 6, OF "FYFE-BARBOUR AND WARREN'S SUBDIVISION" AS RECORDED IN LIBER 16, PAGE 42 OF PLATS, WAYNE COUNTY RECORDS; ALSO:

ALL OF LOTS 10 THROUGH 32, AND 63 THROUGH 85, OF "TALBOT'S SUBDIVISION" AS RECORDED IN LIBER 18, PAGE 80 OF PLATS, WAYNE COUNTY RECORDS, ALSO:

ALL THAT PART OF CAMPBELL AVENUE (60 FT. WIDE), AND 35TH STREET (50 FEET WIDE) AND ALL VACATED PUBLIC ALLEYS LYING WITHIN THE BOUNDS OF THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF MCGRAW AVENUE (50 FT. WIDE) AND THE WESTERLY LINE OF VACATED 35TH STREET (50 FT. WIDE), SAID POINT BEING THE NORTHEAST CORNER OF LOT 46 OF SAID "FYFE-BARBOUR AND WARREN'S SUBDIVISION"; THENCE N.61°50'56"E., 266.00 FEET ALONG SAID SOUTHERLY LINE TO A POINT ON THE WESTERLY LINE OF JUNCTION STREET (50 FEET WIDE); THENCE S.28°01'05"E., 690.61 FEET ALONG SAID WESTERLY LINE TO A POINT ON THE NORTHERLY LINE OF DEVEREAUX AVENUE (66 FEET WIDE); THENCE S.61°50'57"W., 848.97 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF VACATED WESSON AVENUE (50 FEET WIDE); THENCE N.28°14'59"W., 690.61 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTHERLY LINE OF MCGRAW AVENUE; THENCE N.61°50'56"E., 585.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.48 ACRES.

**SKETCH OF DESCRIPTIONS
DETROIT, WAYNE COUNTY,
MICHIGAN**

K:\Survey\Jurnal\UTCCAD\TEMP\ATEX\Map Temp\sketch.dwg (1) New Layer



Engineers Surveyors 28 W. Adams Street
Planners Suite 1200
Landscape Architects Detroit, MI 48226
Environmental p (313) 862-4442
Specialists f (313) 862-5068
www.giffelswebster.com

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DESIGN:				JOB No:	18937.00D
P.C.	171 & 260			Copyright © 2013 Giffels Webster. No reproduction shall be made without the prior written consent of Giffels Webster.	
CITY OF	DETROIT				

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-00757, Amendment #4**

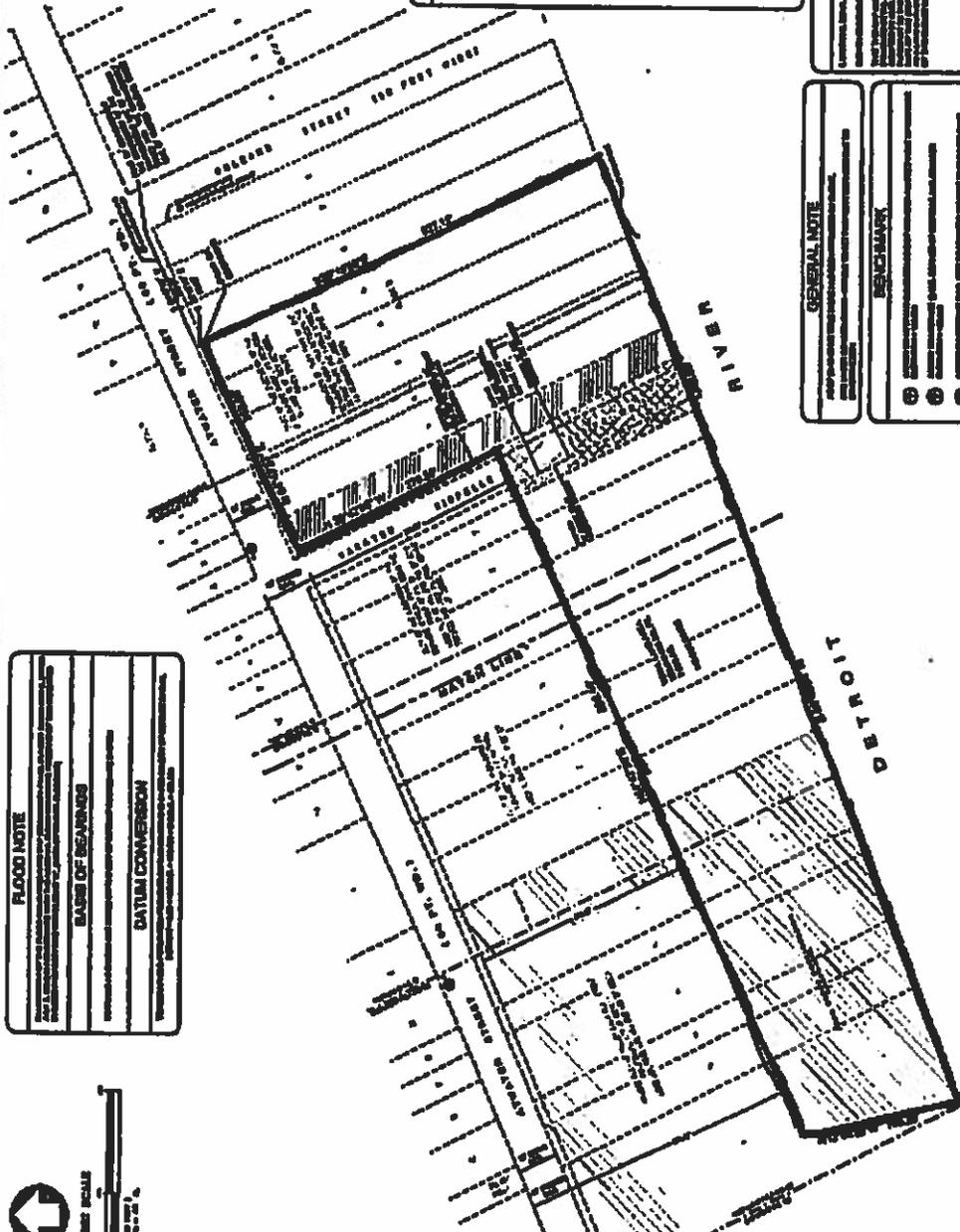
Legal Description and Boundary Map of the Mitigation Area

Mitigation

FLOOD NOTE
 BASIS OF REWARDS
 DATUM CONVERSION



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LEGAL DESCRIPTION
 ALTA/ACSM SURVEY...
 PART OF PRIVATE CLAIMS...
 LYING SOUTHWESTLY OF WATER AND WESTERLY OF CEDARS...
 CITY OF DETROIT, MICHIGAN

SURVEYORS CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described instrument as the same appears from the records of the office of the Register of Deeds for the City and County of Detroit, Michigan.

GENERAL NOTE
BENCH MARK

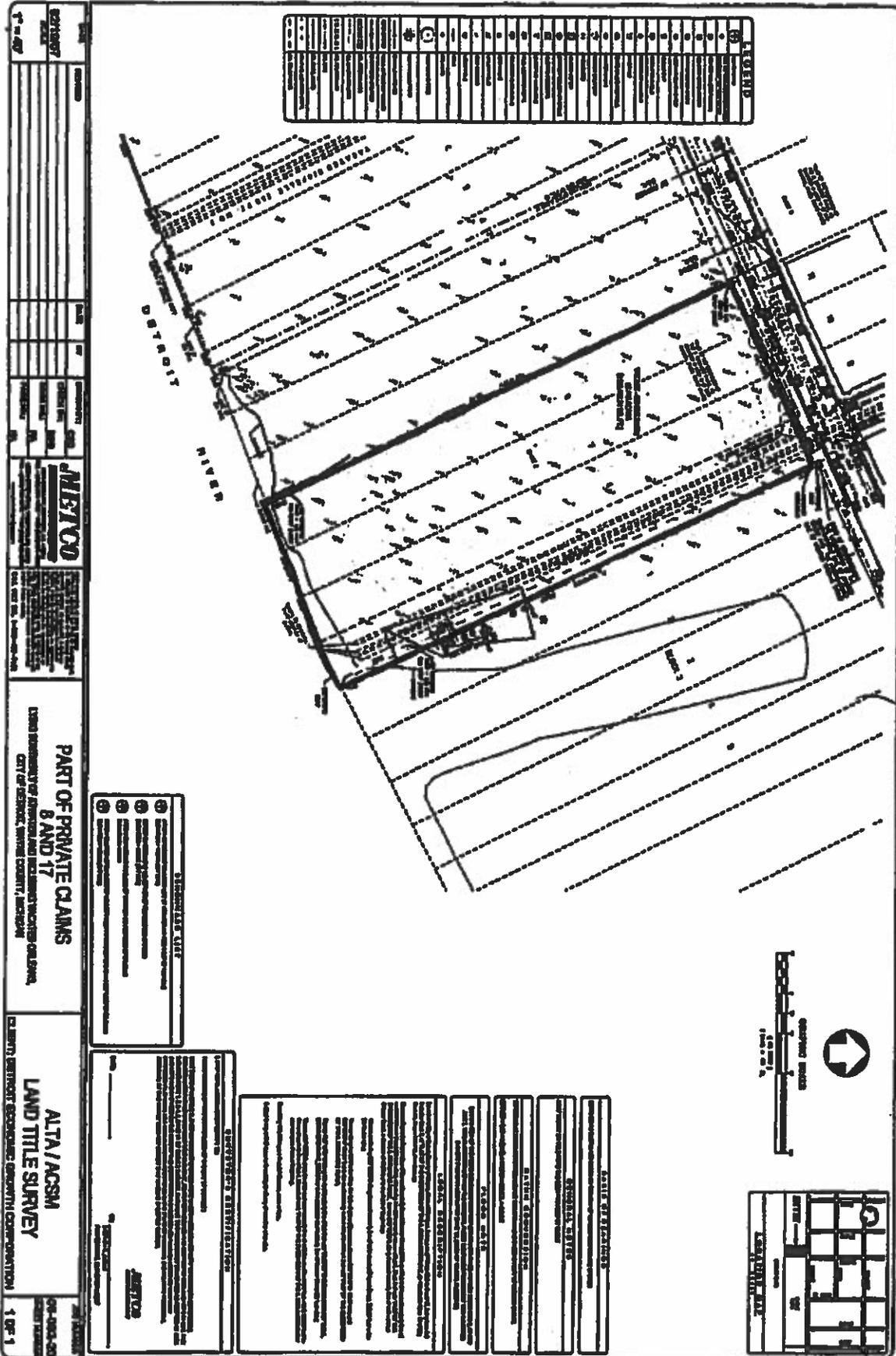
<p>ALTA / ACSM LAND TITLE SURVEY</p>	<p>PART OF PRIVATE CLAIMS 7 & 132, 12, 13, 8 & 17 LYING SOUTHWESTLY OF WATER AND WESTERLY OF CEDARS CITY OF DETROIT, MICHIGAN</p>	<p>MEICO</p>	<p>1 OF 3</p>
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7.659 Acres

10/22/14

10/22/14

10/22/14



Military

[Handwritten signature]
 10/22/14
 Amy Nader
 012214

PROJECT	DATE	BY	SCALE	PROJECT NO.	DATE	BY	SCALE	PROJECT NO.	DATE	BY	SCALE
METCO METRO ENERGY SERVICES 10000 W. CENTRAL EXPRESSWAY SUITE 100 DENVER, CO 80231-1000 TEL: 303.733.1000 FAX: 303.733.1001 WWW.METROENERGY.COM											
PART OF PRIVATE CLAIMS 8 AND 17 LAND SURVEY OF AGRICULTURAL AND RELATED INTERESTS ON LAND, CITY OF DENVER, DENVER COUNTY, ILLINOIS						ALTA / ACSM LAND TITLE SURVEY CLAIMS RESOLUTION BOARD (CORPORATION) 1 OF 1					

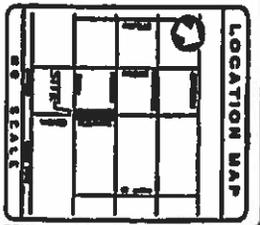
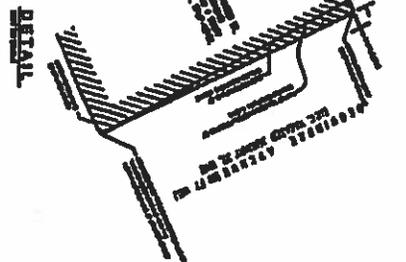
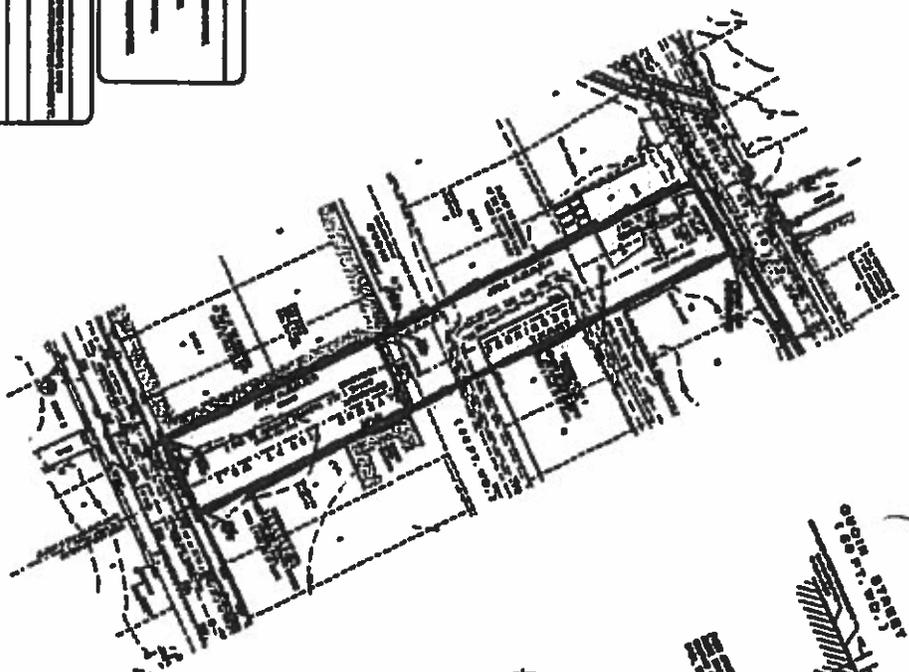
1	Surveyed
2	Revised
3	As Shown
4	Not Shown

METRO METRO ENERGY SERVICES 10000 W. CENTRAL EXPRESSWAY SUITE 100 DENVER, CO 80231-1000 TEL: 303.733.1000 FAX: 303.733.1001 WWW.METROENERGY.COM

STATE OF ILLINOIS RECORD NUMBER RECORD DATE RECORD COUNTY
STATE OF ILLINOIS CLAIMS RESOLUTION BOARD CLAIMS RESOLUTION BOARD (CORPORATION) 1 OF 1

2,445 Acres

<p>DATE</p> <p>BY</p> <p>SCALE</p> <p>PROJECT</p> <p>CLIENT</p>	<p>LEGEND</p> <table border="1"> <tr><td>1</td><td>...</td></tr> <tr><td>2</td><td>...</td></tr> <tr><td>3</td><td>...</td></tr> <tr><td>4</td><td>...</td></tr> <tr><td>5</td><td>...</td></tr> <tr><td>6</td><td>...</td></tr> <tr><td>7</td><td>...</td></tr> <tr><td>8</td><td>...</td></tr> <tr><td>9</td><td>...</td></tr> <tr><td>10</td><td>...</td></tr> <tr><td>11</td><td>...</td></tr> <tr><td>12</td><td>...</td></tr> <tr><td>13</td><td>...</td></tr> <tr><td>14</td><td>...</td></tr> <tr><td>15</td><td>...</td></tr> <tr><td>16</td><td>...</td></tr> <tr><td>17</td><td>...</td></tr> <tr><td>18</td><td>...</td></tr> <tr><td>19</td><td>...</td></tr> <tr><td>20</td><td>...</td></tr> <tr><td>21</td><td>...</td></tr> <tr><td>22</td><td>...</td></tr> <tr><td>23</td><td>...</td></tr> <tr><td>24</td><td>...</td></tr> <tr><td>25</td><td>...</td></tr> <tr><td>26</td><td>...</td></tr> <tr><td>27</td><td>...</td></tr> <tr><td>28</td><td>...</td></tr> <tr><td>29</td><td>...</td></tr> <tr><td>30</td><td>...</td></tr> <tr><td>31</td><td>...</td></tr> <tr><td>32</td><td>...</td></tr> <tr><td>33</td><td>...</td></tr> <tr><td>34</td><td>...</td></tr> <tr><td>35</td><td>...</td></tr> <tr><td>36</td><td>...</td></tr> <tr><td>37</td><td>...</td></tr> <tr><td>38</td><td>...</td></tr> <tr><td>39</td><td>...</td></tr> <tr><td>40</td><td>...</td></tr> <tr><td>41</td><td>...</td></tr> <tr><td>42</td><td>...</td></tr> <tr><td>43</td><td>...</td></tr> <tr><td>44</td><td>...</td></tr> <tr><td>45</td><td>...</td></tr> <tr><td>46</td><td>...</td></tr> <tr><td>47</td><td>...</td></tr> <tr><td>48</td><td>...</td></tr> <tr><td>49</td><td>...</td></tr> <tr><td>50</td><td>...</td></tr> </table>	1	...	2	...	3	...	4	...	5	...	6	...	7	...	8	...	9	...	10	...	11	...	12	...	13	...	14	...	15	...	16	...	17	...	18	...	19	...	20	...	21	...	22	...	23	...	24	...	25	...	26	...	27	...	28	...	29	...	30	...	31	...	32	...	33	...	34	...	35	...	36	...	37	...	38	...	39	...	40	...	41	...	42	...	43	...	44	...	45	...	46	...	47	...	48	...	49	...	50	...	<p>REMARKS</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p> <p>5. ...</p>	<p>FLOOD NOTE</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>	<p>BASES OF BEARINGS</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>	<p>DATUM CONVERSION</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>	<p>GENERAL NOTE</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>	<p>LEGAL DESCRIPTION</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>	<p>SURVEYOR'S CERTIFICATE</p> <p>1. ...</p> <p>2. ...</p> <p>3. ...</p> <p>4. ...</p>
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M. H. Ferguson
Aug 14/2014

[Signature]
10/26/14

10/26/14

F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 7, 8, 12, 13, 17 and 132, being part of Lots I, K, L, M, N, O of the "PRIVATE PLAT OF MULLET FARM PLAT", (front concession) City of Detroit, Private Claims 7 and 132, as recorded in Liber 226 of deeds, Pages 439, 440 and 442 (W.C.R.); also Part of Lots 1-6 inclusive of "PLAT OF THE GUOIN FARM", as subdivided by A. E. Hathor, May 1836, recorded June 20, 1836 in Liber 11 of deeds on Page 596 (W.C.R.); also Part of Lots 1-6 inclusive, vacated Riopelle Street (39 feet wide), of "PLAT OF THE SUBDIVISION OF THE DOMINIQUE RIOPELLE FARM, BEING EH FRONT PART OF P.C. 13.", as recorded in Liber 15 of deeds, Pages 394 and 395 (W.C.R.) and Liber 25 of deeds, Pages 405-407 (W.C.R.); also Part of Lots 2-5 inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southwesterly line of Atwater Street (50 feet wide) and the southwesterly line of vacated Orleans Street (50 feet wide); also being the northeasterly corner of Lot 6, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 64d 47' 57" E along the southeasterly line of said Atwater Street 149.97 feet to the northeasterly corner of Lot 5, Block 2, of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S25d 10' 59" E along the northeasterly line of said Lot 5, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the U. S. Harbor Line; thence S68d 09' 50" W along the said U. S. Harbor Line 1,202.09 feet; thence N13d 04' 02" W 190.62 feet; thence N64d 47' 33" E 898.46 feet to a point on a line measuring 11.00 feet at right angles to the easterly line of vacated Riopelle Street (39 feet wide); thence N26d 42' 05" W along a line being 11.00 feet parallel to and measured at right angles to the northeasterly line of vacated Riopelle Street (39 feet wide), 270.55 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 57" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 268.82 feet to the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.



F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 8 and 17; being Lots 6 - 8 of inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southeasterly line of Atwater Street (50 feet wide) and the northeasterly line of vacated Orleans Street (50 feet wide), also being the northwesterly corner of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 25d 10' 59" E along the northeasterly line of said vacated Orleans Street, a distance of 10.00 feet to the point of beginning;

Thence continuing thence S25d 10' 59" E along the northeasterly line of said vacated Orleans Street, 535.89 feet to the U. S. Harbor Line; thence along the U. S. Harbor Line the following two (2) courses, thence S 61d 35' 46" W, 26.04 feet; thence S 68d 09' 50" W 174.04 to the southwesterly corner of said Lot 6, Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", of feet; thence N 25d 10' 59" W along the southwesterly line of Lot 6 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 53" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 199.96 feet to the southeasterly line of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.

GENERAL NOTE

AS OF 03-19-06 NO TITLE WORK HAS BEEN PROVIDED BY CLIENT.

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan, being part of Private Claims 8 and 17 and 90, being that part of vacated Dequindre Avenue (60 feet wide) lying between the southeasterly line of Franklin Street (50 feet wide) and the northwesterly line of Atwater Street (50 feet wide), more particularly described as:

Beginning at the intersection of the southeasterly line of said Franklin Street and the northeasterly line of vacated Dequindre Avenue (60 feet wide) also being the northwesterly corner of Lot 16 of, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 76 (W.C.R.), Thence $S26^{\circ}07'36''E$ along the northeasterly line of said vacated Dequindre Avenue and the southwesterly line of Lots 16, 9 and a Public Alley (20 feet wide) of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", also Lot 1 and Guoin Street of, "RE-SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 302 (W.C.R.), 471.72 feet to the southwesterly corner of said Lot 1 also being the northwesterly line of said Atwater Street

Thence $S64^{\circ}39'33''W$ along the northwesterly line of said Atwater Street, 60.01 feet to the southeasterly corner of Lot 6 Block 4 of, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", recorded in Liber 10, Pages 715-717;

Thence $N25^{\circ}34'55''W$, 200.06 feet to a point along the southeasterly line of Guoin Street (50 feet wide);

Thence $N28^{\circ}18'14''W$, 50.06 feet to the southeasterly corner of said Lot 6, Block 7, of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", also being the intersection of the northwesterly line of said Guoin Street with the southwesterly line of said Vacated Dequindre Avenue;

Thence $N26^{\circ}07'36''W$ along the southwesterly line of said vacated Dequindre Avenue also being the northeasterly line of Lots 5 and 6 Block 7 of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 216.61 feet to the northeasterly corner of said Lot 5 Block 7, also being the southeasterly line of said Franklin Street;

Thence $N59^{\circ}51'31''E$ along the southeasterly line of said Franklin Street, 60.15 feet to the northeasterly line of said vacated Dequindre Avenue also being the northwesterly corner of Lot 16 of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM" and the point of beginning.

Containing 0.641 Acres, (27,914.663 Sq. Ft.) more or less.

Subject to any and all easements and rights-of-way of record or otherwise.

APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-00757, Amendment #4**

Local Resolution, if Required by Local Regulation

Full copy of Resolution

TRUE COPY CERTIFICATE

Form C of D-15-CR

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

Janice M. Winfrey

I,

, City Clerk of the City of Detroit, in said

State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION

APPROVED BY THE EMERGENCY MANAGER FOR THE CITY OF DETROIT ON

Thursday, July 24, 2014

IN ACCORDANCE WITH EM ORDER NO. 3 DATED APRIL 11, 2013

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 21st

day of August A.D. 2014

Janice M. Winfrey
CITY CLERK

GL

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CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MEYERS
DETROIT, MICHIGAN 48235
PHONE 313-224-1100
FAX 313-224-3544
WWW.DETROITMI.GOV

To: Honorable City Council

From: Trisha Stein, Interim Director
Planning and Development Department

Alicia Minter, Director
Recreation Department

John Naglick, Director
Finance Department

*Toni Leland
Chris Exec - Planning & Dev.
Mayor's Office*

Date: June 24, 2014

RE: Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard

Honorable City Council:

This is a joint request by the City's Recreation Department, Planning and Development Department ("PDD") and Finance Department to this Honorable Body to provide such approvals as may be necessary to effectuate the following, all as further described below: (i) the transfer of certain City-owned property to the United States Coast Guard (the "USCG") and the Economic Development Corporation of the City of Detroit (the "EDC"); (ii) the transfer of certain riverfront property to the City from the EDC in order to connect the Riverwalk; and (iii) the approval of the conversion of certain City-owned federally designated park space.

By way of background, the EDC is a public body corporate established by ordinance adopted by the City Council in 1976 pursuant to Act 338, Public Acts of Michigan, 1974 (the "EDC Act") for purposes of assisting local industrial and commercial enterprises to strengthen and revitalize the economy of the City of Detroit and the State of Michigan. The EDC is governed by a Board of Directors made up of members appointed by the Mayor of the City of Detroit, with the advice and consent of the City Council. Pursuant to the EDC Act, the EDC may, among other things, implement development projects in specified project areas in accordance with project plans that have been approved by the City Council. Pursuant to the EDC Act, the City may transfer property to the EDC for less than fair market value and, likewise, the EDC may transfer property for less than fair market value. Historically, the City and the EDC have found this flexibility to provide a useful tool for incentivizing economic development projects and for filling gaps in financing models available for such projects.

On May 6, 2008, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Mt. Elliot-Wright Development Project (the "Mt. Elliot Project Plan"), the project area for which is shown on Exhibit A (the "Mt. Elliot Project Area"). The Mt. Elliot Project Plan contemplates, among other things, the City's transfer of certain City-owned land located in the Project Area to the United States Coast Guard (the "USCG") to accommodate the

EDC/U.S. Coast Guard Declaration
 June 24, 2014
 Page 2 of 4

Project Plan"), the project area for which is shown on Exhibit B (the "Waterfront Project Area"). The Waterfront East Project Plan contemplates, among other things, that the City will retain ownership of certain parts of the Waterfront Project Area, including the area necessary for the Riverwalk, for public access and other public purposes, and transfer all areas not utilized for public access and other public purposes to the EDC for \$1.00 for purposes of implementing the Waterfront East Project Plan.

Requests for Transfer of City-Owned Property

Consistent with the Mt. Elliot Project Plan and the Waterfront East Project Plan, the EDC has requested the transfers of certain City-owned properties as described below. The Recreation Department has relinquished jurisdictional control over those requested parcels currently under its jurisdictional control and the Planning and Development Department ("P&DD") seeks to have these properties declared to be surplus to accommodate their transfer to the USCG and/or EDC, as further described below.

1. **Transfer to USCG of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 1 & 2 on Exhibit A-1) (collectively, the "City CG Parcels")**

In January, 2011, the City, the EDC, and the USCG entered into a certain Exchange Agreement (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the above-referenced parcels. In exchange, the USCG will transfer to the EDC a USCG-owned parcel located in the Waterfront Project Area (Shown as "Coast Guard Atwater Parcel" on Exhibit B-1) to enable the EDC to assemble a prime development site for purposes of implementing the Waterfront East Project Plan. Thereafter, as further described below, the EDC will transfer a portion of said parcel to the City to close a gap in the Riverwalk. In order for the Exchange Agreement to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the City CG Parcels to PDD, (ii) declare the CG Parcels surplus, and (iii) approve and ratify the Exchange Agreement.

2. **Transfer to EDC of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 3 & 4 on Exhibit A-1) (collectively, the "Lighthouse Depot Property")**

The Lighthouse Depot buildings are not currently being used by the City. The new Riverfront Conservancy Pavilion, located elsewhere in Mt. Elliott Park is expected to provide recreation center amenities to the public. The buildings and the related adjacent parking are contemplated by the Mt. Elliot Project Plan for transfer to the EDC to facilitate an adaptive commercial development reuse of the buildings. In order for the transfer of Lighthouse Depot Property to the EDC to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the Lighthouse Depot Property to PDD, (ii) declare the Lighthouse Depot Property surplus, (iii) and approve a new land transfer agreement between the City and the EDC for the transfer of the Lighthouse Depot Property.

3. **Transfer to EDC of City-owned land in the Waterfront Project Area (Shown on Exhibit B-1 as Parcel 40 and Parcel 44, collectively, the "Waterfront Omitted Parcels")**

EDC/U.S. Coast Guard Declaration

June 24, 2014

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Pursuant to the Waterfront East Project Plan, all City-owned land in the Waterfront Project Area, other than land to be retained for public access and other public purposes, would be transferred to the EDC for purposes of implementing the Waterfront East Project Plan. In 2006, the City transferred such property to the EDC pursuant to a land transfer agreement approved by the City Council in 2005 (the "Waterfront LTA"). Since such time, the EDC has been actively pursuing the redevelopment of the Waterfront Project Area, including the recent redevelopment of the Globe Trading Building to hold the Michigan Department of Natural Resources' ("MDNR") planned outdoor adventure center. Recently, while conducting title review for a planned residential development consisting of approximately 290 units over five formerly owned-City blocks, it was discovered that (i) the City-owned parcel identified as "Parcel 40" was approved by the City Council for transfer to the EDC but inadvertently omitted from the related land transfer agreement, and (ii) the City-owned parcel identified as "Parcel 44" was inadvertently omitted from the 2005 City Council land transfer approval. These parcels are integral to the redevelopment of the Waterfront Project Area. The transfer of the Waterfront Omitted Parcels to the EDC requires your Honorable Body declare the Waterfront Omitted Parcels surplus and approve the transfer of the Waterfront Omitted Parcels pursuant to an amendment to the Waterfront LTA.

4. Transfer to EDC of a portion of Chene Park in the Waterfront Project Area (Shown on Exhibit B-1 as "Chene Conversion Parcel")

The easternmost 100' of Chene Park presently holds a soundproofing berm that is no longer necessary due to the relocation of the neighboring cement company. Under the Waterfront East Project Plan, the Chene Conversion Parcel would be re-zoned and transferred to the EDC. When combined with the adjacent former cement silo site already owned by the EDC and with the USCG-owned property to be transferred to the EDC under the Exchange Agreement, it will allow the creation of a prime Waterfront development site. The transfer of the Chene Conversion Parcel to the EDC requires your Honorable Body (i) consent to the transfer of jurisdictional control of the Chene Conversion Parcel to PDD, (ii) declare the Chene Conversion Parcel surplus, and (iii) approve the transfer of the Chene Conversion Parcel pursuant to an amendment to the Waterfront LTA.

Request for Transfer to City of EDC-Owned Property

Subject to the consummation of the Exchange Agreement, the EDC and the Recreation Department seek approval of the transfer by the EDC to the City of a portion of the Coast Guard Atwater Parcel (Shown as "Riverwalk Parcel" on Exhibit B-1). The acquisition by the City of the Riverwalk Parcel will fill a gap in the Riverwalk between Chene Park and Stroh's River Place. City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel. The transfer of the Riverwalk Parcel to the City requires that your Honorable Body approve the transfer of the Riverwalk Parcel to the City pursuant to an amendment to the Waterfront LTA, subject to the consummation of the Exchange Agreement.

EDC/U.S. Coast Guard Declaration

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Request for Approval of Conversions

This Honorable Body's approval of a conversion process, started a number of years ago, is necessary for certain of the requested City-owned properties to be put to the uses intended hereunder. Property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required to be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and MDNR approval, such property is "converted", in which event such property will be released from such restriction and replacement or mitigation recreational property will instead assume such restriction ("Conversion").

Each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds. Further, the St. Aubin Marina, located within the Waterfront East Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof which was used in the expansion of Atwater Street between Rivard and Orleans Streets, as depicted on Exhibit D (the "Marina Parcel"). In addition, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel referred to as the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through PDD, for future development. Because the use of the Marina Parcel and the Atkinson Field changed prior to the Conversion, the City is technically not in compliance with the requirements of the Grant Funds; however, the City Council's approval of the Conversion as requested herein will remedy this issue.

The EDC and the Recreation Department previously submitted Conversion requests with respect to the Conversion Parcels to the NPS and the MDNR, proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space. The Conversion requests have been granted by both the NPS and the MDNR, subject to approval by the City Council.

We, therefore, request that your Honorable Body adopt the attached resolution (i) approving the requested transfers of jurisdiction and declarations of surplus, (ii) authorizing the above-referenced transfers of City-owned property by way of the Exchange Agreement, a Mt. Elliott Land Transfer Agreement, an amendment to the Waterfront Land Transfer Agreement, (iii) approving the City's acquisition of the Riverwalk Parcel pursuant to the terms of an amendment to the Waterfront LTA, and (iv) approving the Conversion of the Conversion Parcels.

**RESOLUTION OF DETROIT CITY COUNCIL
RELATING TO LAND TRANSFERS REQUESTED
PURSUANT TO CERTAIN ECONOMIC DEVELOPMENT CORPORATION OF
THE CITY OF DETROIT PROJECT PLANS**

By Council Member Leland

WHEREAS, on May 6, 2008, the City Council of the City of Detroit (the "City") approved the Economic Development Corporation of the City of Detroit's (the "EDC") Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"); and

WHEREAS, the project area for the Mt. Elliot Project Plan is part of that area in the City bounded generally by Wight Street and East Jefferson Avenue on the north, the east property line of the Gabriel Richard Park property on the east, the Detroit River on the south, and the Harbortown residential development on the west, excluding the former industrial Uniroyal site, all as depicted on Exhibit A hereto (the "Mt. Elliot Project Area"); and

WHEREAS, the United States Coast Guard (the "USCG") currently owns and operates a facility within the Mt. Elliot Project Area located at 3414 Wight Street (the "Existing CG Facility"); and

WHEREAS, the former USCG Lighthouse depot building and its ancillary parking, as depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "Lighthouse Depot Property") is located within the Mt. Elliot Project Area and is owned by the City; and

WHEREAS, the Mt. Elliot Project Plan contemplates, among other things, (i) the transfer by the City of certain City-owned land located in the Project Area, depicted on Exhibit A-1 and legally described on Exhibit A-3, (the "City CG Parcels"), including a portion of Mt. Elliot Park, to accommodate the expansion of the Existing CG Facility and the construction of a buoy storage area for the USCG (collectively, the "CG Project"); (ii) the transfer of the Lighthouse Depot Property to the EDC to accommodate the redevelopment thereof for public, private or combined use (the "Lighthouse Project"); and (iii) the rezoning of the City CG Parcels and the Lighthouse Depot Property from PR to SD4 to accommodate the CG Project and the Lighthouse Project, respectively; and

WHEREAS, the implementation of the CG Project and the Lighthouse Project requires the conversion of the City CG Parcels and the Lighthouse Depot Property out of federally designated parkland; and

WHEREAS, on September 14, 2005, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Waterfront East Development Project (the "Waterfront East Project Plan"); and

WHEREAS, the project area for the Waterfront East Project Plan is that area in the City generally bounded by Rivard and Riopelle on the west, Chene on the east, the Detroit River Harbor Line on the south, East Jefferson Avenue on the north, and the north-south corridor running from East Jefferson to Gratiot along St. Aubin/Orcans (i.e., the Dequindre Cut Greenway), all as depicted on Exhibit B hereto (the "Waterfront Project Area"); and

WHEREAS, the Waterfront East Project Plan contemplates that all City-owned and City-acquired property in the Waterfront Project Area, other than properties retained for rights-of-way, public open spaces and other public purposes, will be transferred to the EDC and the EDC will subsequently cause the redevelopment of such properties through third party developers selected by the EDC; and

WHEREAS, pursuant to resolution of this Honorable Body dated September 14, 2005 (J.C.C. 2682-2691) (the "Original LTA Resolution"), the City and the EDC previously executed that certain Transfer of Land Agreement (East Riverfront Project) dated as of July 13, 2006, (the "Waterfront LTA") pursuant to which the City transferred to the EDC certain of the City-owned properties located within the Waterfront Project Area; and

WHEREAS, the EDC has discovered that the parcel depicted and described on Exhibit B-1 and legally described on Exhibit B-2 ("Parcel 40") was authorized to be transferred to the EDC under the Original LTA Resolution but was inadvertently omitted from the parcels identified in the Waterfront LTA and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC has discovered that the parcel depicted on Exhibit B-1 and legally described on Exhibit B-3 ("Parcel 44" and together with Parcel 40, the "Waterfront Omitted Parcels") is owned by the City and contemplated for mixed use/residential redevelopment under the ERF Project Plan but was inadvertently omitted from the Original LTA Resolution and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC seeks conveyance of the Waterfront Omitted Parcels to the EDC, by way of an amendment to the Waterfront LTA, in order to consolidate such parcels with the EDC's adjacent parcels, thereby maximizing their potential for redevelopment in accordance with the Waterfront East Project Plan; and

WHEREAS, the EDC also seeks revision to the Waterfront LTA in order to provide additional clarity to potential developers and their lenders regarding title to the subject property following its development; and

WHEREAS, the Waterfront East Project Plan contemplates the re-zoning of part of the easternmost portion of Chene Park, as depicted on Exhibit B-1 and legally described on Exhibit B-4 hereto (the "Chene Conversion Parcel"), to SD4 for a residential/mixed land use; and

WHEREAS, the EDC owns the parcel immediately east of the Chene Conversion Parcel, which parcel is zoned SD4 and intended to be used for residential/mixed land use (the "EDC Chene Parcel"); and

WHEREAS, the USCG owns property located at the southeastern edge of the Waterfront Project Area, immediately to the east of the EDC Chene Parcel, as depicted on Exhibit B-1 and legally described on Exhibit B-3 (the "CG Atwater Parcel"); and

WHEREAS, the Waterfront East Project Plan contemplates the use of a portion of the CG Atwater Parcel for the Riverwalk and the remaining portion of the CG Atwater Parcel for residential/mixed land use; and

WHEREAS, the EDC seeks to obtain fee title to the Chene Conversion Parcel, by way of an amendment to the Waterfront LTA, and the CG Atwater Parcel, by way of the Exchange Agreement (as defined below) in order to consolidate the Chene Conversion Parcel, the EDC Chene Parcel, and the CG Atwater Parcel into a contiguous parcel, thereby maximizing its potential for redevelopment as contemplated by the Waterfront East Project Plan; and

WHEREAS, the City, the EDC, and the USCG entered into that certain Exchange Agreement dated January 26, 2011 attached hereto as Exhibit C (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the City CG Parcels in exchange for the transfer to the EDC of the CG Atwater Parcel and the USCG agreed to transfer to the EDC the CG Atwater Parcel in exchange for the transfer of the City GC Parcels to the USCG, plus a payment of \$15,000 payable by the EDC; and

WHEREAS, the USCG was granted the specific authority to enter into the Exchange Agreement by Public Law 110-181: National Defense Authorization Act for Fiscal Year 2008, Title XXVIII, Subtitle C, Section 2845; and

WHEREAS, the transactions contemplated by the Exchange Agreement were conditioned upon, among other things, (i) the remediation by the City and the EDC of one of the City CG Parcels (the "City Remediation"); (ii) the remediation by the USCG of the CG Atwater Parcel (the "CG Remediation"); (iii) the conversion of the City CG Parcels out of federally designated parkland; and (iv) the approval of the Detroit City Council and Mayor of the Exchange Agreement; and

WHEREAS, the City Remediation has been completed through efforts of the EDC and the Detroit Riverfront Conservancy and the CG Remediation was completed by the USCG in May, 2014; and

WHEREAS, property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and Michigan Department of Natural

Resources ("MDNR") approval, such property is "converted", in which event such property will be released from such restriction and mitigation recreational property will instead assume such restriction (the "Conversion"); and

WHEREAS, each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds; and

WHEREAS, the St. Aubin Marina, located within the East Riverfront Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof, depicted on Exhibit D and legally described on Exhibit D-1 (such portion being, the "Marina Parcel") which was used in the expansion of Atwater Street between Rivard and Orleans Streets; and

WHEREAS, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E and legally described on Exhibit E-1 (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel, the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through the Planning and Development Department ("PDD"), for future development; and

WHEREAS, the EDC and the City, through its Recreation Department (the "Recreation Department"), submitted conversion requests to the NPS and the MDNR proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space, and such requests have been granted, subject to approval by the Detroit City Council (collectively, the "Conversions"); and

WHEREAS, the Recreation Department is requesting the Detroit City Council's approval of the Conversions; and

WHEREAS, the Detroit City Council's approval of the Conversions will remedy the City's technical non-compliance with the Grant Funds caused by the change in the use of the Marina Parcel and Atkinson Field prior to the Conversion; and

WHEREAS, the EDC has submitted a request to the City's Recreation Department and PDD requesting that (i) following the Conversions, the Lighthouse Depot Property and the Chene Conversion Parcel be transferred by the City to the EDC and the City CG Parcels be transferred to the USCG pursuant to the terms of the Exchange Agreement; and (ii) the Waterfront Omitted Parcels be transferred to the EDC (collectively the "EDC Request"); and

WHEREAS, the Recreation Department has determined that, following the completion of the Conversions, the Conversion Parcels will be "surplus" to its needs; and

WHEREAS, the Finance Director seeks the approval of Detroit City Council of the transfer of jurisdictional control of the Conversion Parcels to PDD; and

WHEREAS, PDD has jurisdictional control over Waterfront Omitted Parcels; and

WHEREAS, PDD has investigated current and potential uses of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels, has determined such parcels are not currently used by the City and are not essential to the City, and, consistent with Section 14-8-4 of the City Code, recommends to this Honorable Body that each of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels be declared "surplus real property"; and

WHEREAS, the Detroit City Council has determined that the transfer of the Lighthouse Depot Property to the EDC for \$1.00 pursuant to a land transfer agreement, and the transfer of the City CG Parcels to the USCG pursuant to the Exchange Agreement, (i) are consistent with the objectives set forth in the Mt. Elliot Project Plan, (ii) are in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, supporting the reclamation of the riverfront for the citizens of Detroit, and supporting the economic growth of the City by enhancing public spaces and property values in and around the Mt. Elliot Project Area; and

WHEREAS, the form of the land transfer agreement incorporating the terms and conditions upon which the Lighthouse Depot may be transferred to the EDC (the "Mt. Elliot LTA") is attached hereto as Exhibit E; and

WHEREAS, the Detroit City Council has determined that the transfer of the Waterfront Omitted Parcels and the Chene Conversion Parcel to the EDC for \$1.00 pursuant to an amendment to the Waterfront LTA (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, attracting and providing for gainful employment opportunities for the citizens of the City of Detroit and advancing economic prosperity of the City and its citizens by attracting new or retaining commercial enterprises and residents in the City, all of which will enhance the tax base of the City; and

WHEREAS, following the consummation of the transactions contemplated by the Exchange Agreement, the EDC seeks to transfer and convey to the City pursuant to an amendment to the Waterfront LTA, that portion of the CG Atwater parcel depicted on Exhibit B-1 and legally described on Exhibit B-6 (the "Riverwalk Parcel") that is anticipated to be used for the Riverwalk; and

WHEREAS, the Environmental Affairs division of the City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel; and

WHEREAS, the Detroit City Council has determined that the acquisition of the Riverwalk Parcel (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by further enhancing the Detroit Riverfront for the benefit of the public; and

WHEREAS, the form of the amendment to the Waterfront LTA incorporating the terms and conditions upon which the Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred to the EDC and the Riverwalk Parcel may be transferred to the City (the "Waterfront LTA Amendment") is attached hereto as Exhibit G; and

NOW THEREFORE, BE IT RESOLVED, that the Conversion of the Conversion Parcels is hereby approved and the Director of the Recreation Department is authorized to execute and deliver such instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further,

RESOLVED, that the transfer of jurisdictional control of the Conversion Parcels from the Recreation Department to PDD is hereby approved; and be it further

RESOLVED, that the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, Atkinson Field, and the Waterfront Omitted Parcel are hereby declared to be surplus real property; and be it further

RESOLVED, that the Lighthouse Depot Property may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Mt. Elliot Project Plan, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; and be it further

RESOLVED, that Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Waterfront East Project Plan, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and be it further

RESOLVED, that the City may acquire the Riverwalk Parcel from the EDC, pursuant to the terms and conditions of the Waterfront LTA; and be it further

RESOLVED, that the Director of the Planning and Development Department is authorized to execute and deliver to the EDC the Mt. Elliot LTA and the Waterfront LTA Amendment, substantially in the form attached hereto as Exhibits F and Q, respectively, and to execute and deliver such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further

RESOLVED, that the Mt. Elliot LTA and the Waterfront LTA Amendment will be considered confirmed when executed by the Director of the Planning and Development Department and approved by the Corporation Counsel; and be it further

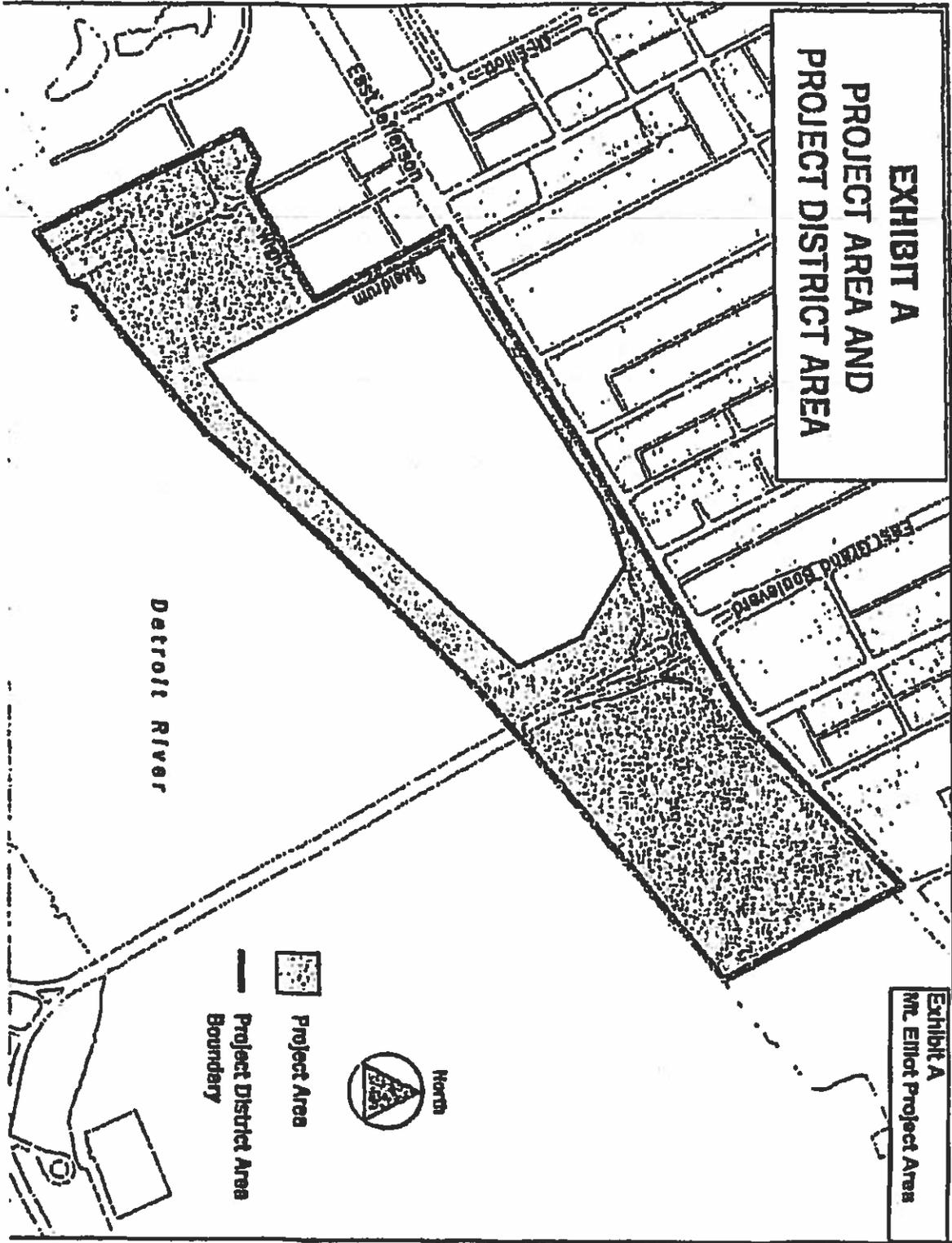
RESOLVED, that the Exchange Agreement and its execution by the Director of the Recreation Department is hereby authorized, ratified and approved, and be it further,

RESOLVED, that the City CG Parcels may be transferred and conveyed to the USCG upon the terms and conditions set forth in the Exchange Agreement; and be it further

RESOLVED, that the Director of the PDD is authorized to execute and deliver to the USCG such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes of the Exchange Agreement; and be it further

RESOLVED, that the Emergency Manager of the City of Detroit is authorized, in accordance with Section 19(2) of Public Act 436 of 2012, to transfer (i) to the EDC the Lighthouse Depot Property, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; (ii) to the EDC, the Waterfront Omitted Parcels and the Chene Conversion Parcel, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and (iii) to the USCG, the City CG Parcels, in accordance with and subject to the terms and conditions of the Exchange Agreement.

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7-19-2

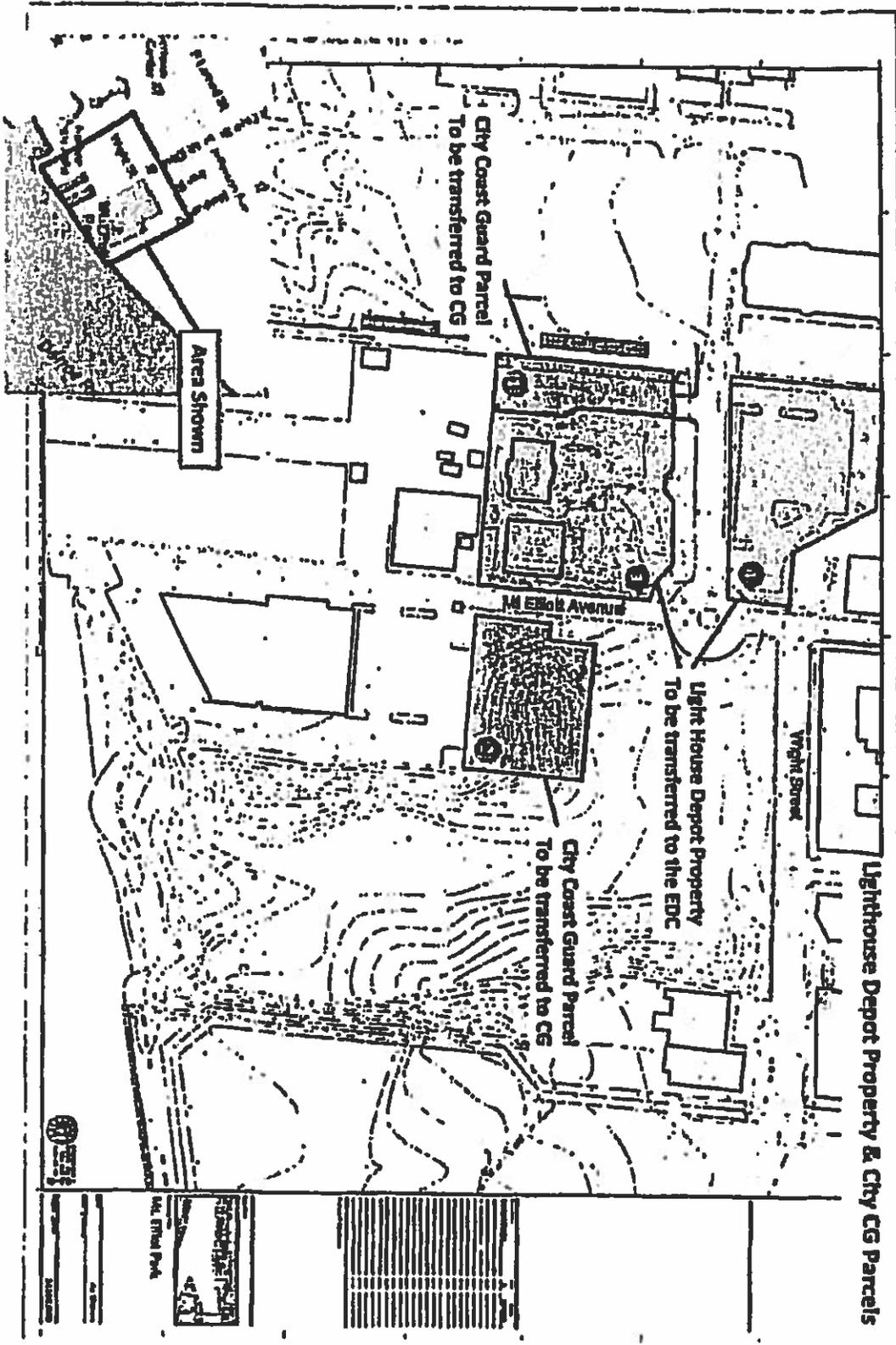


Exhibit A-1

Lighthouse Depot Property & City CG Parcels

**Exhibit A-2
Lighthouse Depot Property**

Parcel 3 (Lighthouse Depot Building) Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being more particularly described as: Part of the "PLAT OF LOTS 1 & 2 LIEB FARM BETWEEN JEFFERSON AVENUE AND THE DETROIT RIVER" recorded on October 11, 1855 in Liber 60 Page 427 of deeds, Wayne County Records, particularly described as:

Commencing at the northeasterly corner of Lot No. 1 of said "PLAT OF LOTS 1 & 2 LIEB FARM BETWEEN JEFFERSON AVENUE AND THE DETROIT RIVER," said northeasterly corner of Lot No. 1 being the southwesterly corner of M. Elliott Avenue, 43 feet wide, and Jefferson Avenue, 120 feet wide, thence along the westerly line of Mt. Elliott Avenue, S26 31' 45"E 793.93 feet to the POINT OF BEGINNING.

Thence continuing along said westerly line of Mt. Elliott Avenue, S26 31' 45"E 186.27 feet;
Thence S63, 28' 15"W 179.34 feet;
Thence N26 02' 18"W 78.52 feet;
Thence N62 08' 30"W 17.6 feet;
Thence S26 53' 13"E 103.06 feet;
Thence N59 28' 29"E 52.23 feet
Thence S81 32' 13"E 11.87 feet
Thence N64 11' 31"E 15.93 feet
Thence N25 12' 15"E 15.59 feet
Thence N59 28' 29"E 67.10 feet
Thence S72 42' 34"E 21.01 feet
Thence N89 07' 13"E 17.78 feet to the POINT OF BEGINNING.

Containing 0.8450 Acres subject to and together with all easements, exceptions, conditions, reservations and restrictions contained in prior conveyances of record or otherwise.

Parcel 4 (Auxiliary Parking) Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being more particularly described as: Part of the "PLAT OF LOTS 1 & 2 LIEB FARM BETWEEN JEFFERSON AVENUE AND THE DETROIT RIVER" recorded on October 11, 1855 in Liber 60 Page 427 of deeds, Wayne County Records, particularly described as:

Commencing at the northeasterly corner of Lot No. 1 of said "PLAT OF LOTS 1 & 2 LIEB FARM BETWEEN JEFFERSON AVENUE AND THE DETROIT RIVER," said northeasterly corner of Lot No. 1 being the southwesterly corner of M. Elliott Avenue, 43 feet wide, and Jefferson Avenue, 120 feet wide, thence along the westerly line of Mt. Elliott Avenue, S26 31' 45"E 637.98 feet to the POINT OF BEGINNING.

Thence continuing along said westerly line of Mt. Elliott Avenue, S26 31' 45"E 63.88 feet;
Thence along the northerly line of so-called Wight Street (50 feet wide), S59, 27' 42"W 240.01 feet;
Thence N26 31' 45"W 163.88 feet;
Thence N63 31' 29"E 122.00 feet;
Thence S62 05' 48"E 102.16 feet;
Thence N63 28' 33"E (Recorded as N63 28' 15"E) 58.00 feet to the POINT OF BEGINNING.

Containing 0.6868 Acres subject to and together with all easements, exceptions, conditions, reservations and restrictions contained in prior conveyances of record or otherwise.

**Exhibit A-3
City Coast Guard Parcels**

Parcel 1 (Boat Storage) Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being part of Private Claim 15, Part of lots 1 and 2 of "SUBDIVISION OF LEIB FARM" between river and rear line of P.C. 15 (for opening of Sender and Ludden St. see L. J. Plat. P. 37) also filed April 3, 1852 chy file 22, 298 attached to rept. Of commissioners in part "n" as recorded in Liber 60, Deeds, Page 427 (Wayne County Records), as recorded in Liber 45, Deeds, Pages 664 through 667, inclusive (Wayne County Records) and being more particularly described as:

Commencing at the Intersection of the easterly extension of the southerly line of Wight Street with the line common to Private Claims 15 and 18; Thence S59 28'3"E along the easterly line of said concrete footing, 20.00 feet to the POINT OF BEGINNING.

Thence continuing along the easterly line of said concrete footing, the following three (3) courses: S26 28'31"E 122.00 feet; Thence S61 43'48"E 17.60; Thence S25 37'36"E 78.52 feet;

Thence S63 52'57"W 60.08 feet;

Thence N26 07'03"W 211.34 feet;

Thence N59 52'59"E 49.98 feet to the POINT OF BEGINNING

Containing 0.243 acres (10,571 Sq. Ft.) more or less.

Subject to any and all easements and rights of way of record or otherwise.

Parcel 2 (Facility Expansion) Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being part of Private Claim 18, Part of lots 1 and 2 of the "PLAT OF MELDRUM FARM" as recorded in Liber 41, deeds, Pages 87 through 89, inclusive (Wayne County Records), and being more particularly described as;

Commencing at the Intersection of the easterly extension of the southerly line of Wight Street with the line common to Private Claims 15 and 18; Thence S26 07'03"E along the line common to said Private Claims 15 and 18, a distance of 148.45 feet; Thence N63 52'57"E 10.00 feet to a point on the easterly line of Mt. Elliott Ave. (43 feet wide) and the POINT OF BEGINNING.

Thence continuing N63 52'57"E 18.13 feet;

Thence N26 07'03"W 51.01 feet;

Thence N63 52'57"E 151.87 feet;

Thence S26 07'03"E 133.00 feet;

Thence S63 52'57"W 170.00 feet to a point on the easterly line of said Mt. Elliott Ave.;

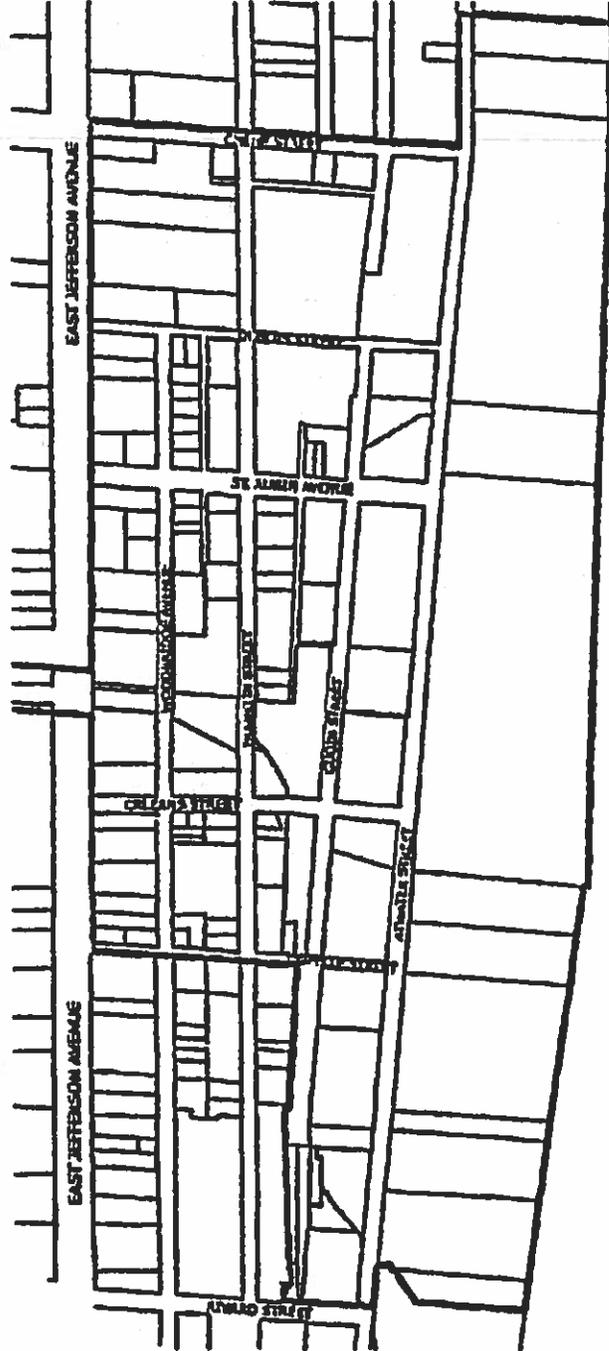
Thence N26 07'03"W along the easterly line of said Mt. Elliott Ave., 81.99 feet to the POINT OF BEGINNING.

Containing 0.498 Acres (21,685 Sq. Ft.) more or less.

Subject to any and all easements and/or rights-of-way of record or otherwise.

**Exhibit B
Waterfront Project Area**

PROJECT AREA



DETROIT RIVER

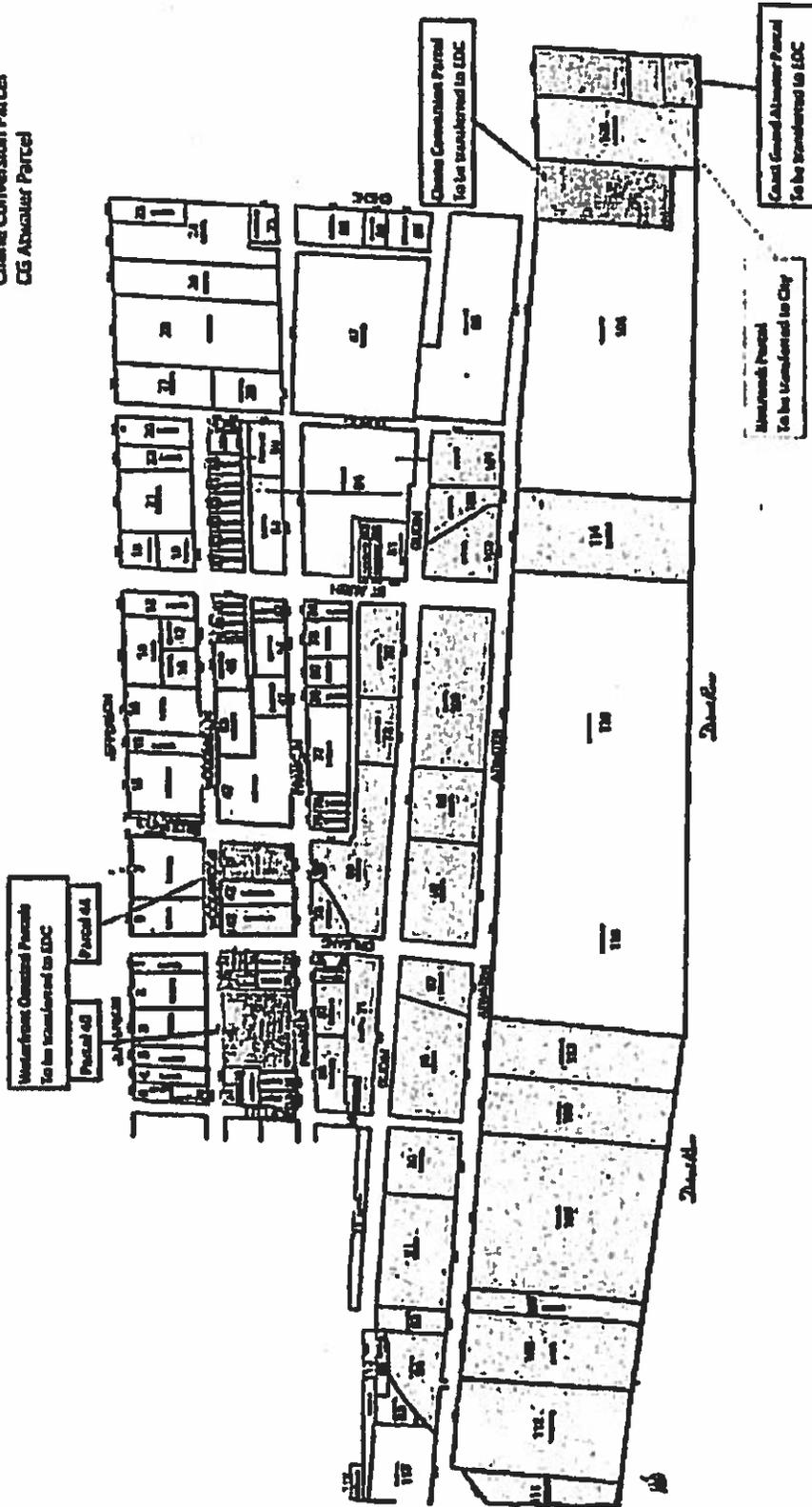
- LEGEND**
- PROJECT AREA BOUNDARY
 - PARCELS



WATERFRONT EAST DEVELOPMENT PROJECT

Exhibit B-1
Parcel 40 & Parcel 44
Change Conversion Parcel
CG Absolute Parcel

2013 Riverfront Property Transfers
Under East Riverfront Project LIA



*All shapes and borders on image are approximate. Separate survey parcels detailed parcel descriptions.
**All borders are between the City and EDC unless otherwise noted

Exhibit B-2
Parcel 40

Parcel 40 - 1511 East Woodbridge

Lots 28 & 39 of Plat of the Subdivision of the Dominique Riopelle Farm being the front of Private Claim 13, according to the Plat recorded in Liber 25, Page 405, 406 and 407 of Deeds, Wayne County Records, said Plat formerly recorded in Liber 15, Page 394, City Records.

**Exhibit B-3
Parcel 44**

1

Parcel 44 - 1331 Franklin

Lot 5, Block 8 of the PLAT OF THE A. DEQUINDRE FARM, according to the plat thereof as recorded in Liber 10 of City Records, Pages 715 - 717, Wayne County Records, except beginning at the Southwest corner of Lot 5, Block 8, South of Woodbridge Street on the Antoine Dequindre Farm; thence Northerly on the West line of said lot to the Northwest corner thereof; thence along the North side of said lot Easterly 43 feet; thence in a straight line Southerly to the point of beginning. Also Lot 6 and Lot 7, Block 8 of the PLAT OF SUBDIVISION OF THE A. DEQUINDRE FARM, except beginning at the Northeast corner of Lot 7 and thence Westerly along the Northerly line of said lot to the Northwest corner thereof; thence Southerly along the Westerly line, 88 feet; thence in a straight line to the place of beginning, being a triangular portion of said lot. Also part of Lot 8, Block 8 of the PLAT OF SUBDIVISION OF THE A. DEQUINDRE FARM according to the plat thereof as recorded in Liber 10 of City records, pages 715, 716 and 717, beginning at a point on the North line of Franklin Street 10 feet Westerly from the Southeast corner of said Lot 8, thence Easterly 10 feet to said Southeast corner; thence Northerly on the Easterly line of said lot, 12 feet; thence in a straight line Southwesterly to the place of beginning, being a triangular fraction of said lot.

**Exhibit B-4
Chene Conversion Parcel**

Chene Park Conversion Parcel

**Conversion parcel in the City of Detroit, County of Wayne and State of Michigan,
Part of the West 124.50 feet of Chene Farm Private Claim 7.3.3 lying south of and adjacent to Atwater
Street (50 feet wide) and being more particularly described as:**

**Commencing at a point on the south line of Atwater Street (50 feet wide) and the west line of Private
Claim 91; thence the following three (3) courses along said south line of Atwater street;**

(1) N64°39'30"E 166.56 feet; and

(2) N66°17'30"E 629.23 feet; and

(3) N60°19'00"E 56.24 feet to the POINT OF BEGINNING;

Thence continuing N60°19'00"E 47.40 feet;

Thence S26°07'58"E 355.59 feet;

Thence S61°35'30"W 99.98 feet;

Thence N26°09'16"W 255.56 feet;

**Thence along a curve to the left 96.11 feet said curve having a radius of 77.00 feet, a central angle of
71°31'07" and a long chord bearing of N09°40'58"E 89.99 feet;**

Thence N26°04'36"W 28.09 feet to the POINT OF BEGINNING.

Containing 0.717 acre.

**Exhibit B-5
Coast Guard Atwater Parcel**

Coast Guard Atwater Parcel

Land in the City of Detroit, County of Wayne, State of Michigan being the easterly half of Lot 4, Lots 5 and 6 inclusive and the westerly 4.23 feet of Lot 7 of "Plat of Part of Chene Farm" as recorded in Liber 1, Page 24, Wayne County Records, being more particularly described as:

Commencing at the intersection of a line common to Private Claim 731 and the east 1/2 of Private Claim 91 with the southerly line of Atwater Street (50 feet wide); Thence N60 17'53"E along the southerly line of said Atwater Street 300.06 feet to the Point of Beginning;

Thence continuing N60 17'53"E along the southerly line of said Atwater Street 129.23 feet;

Thence S26°10'50"E 192.35 feet;

Thence N63°49'10"E 0.65 feet;

Thence S26°10'50"E 195.50 feet;

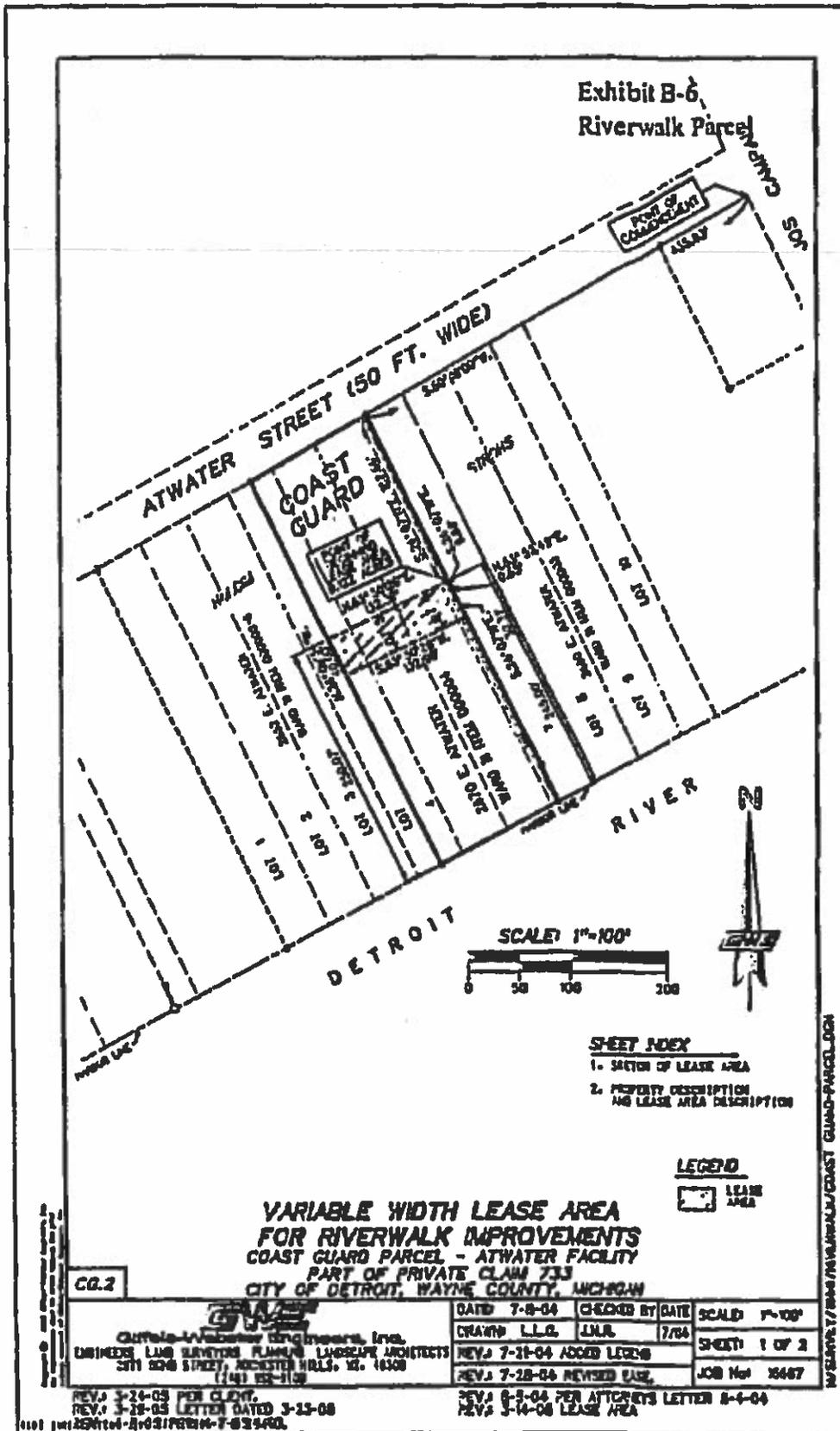
Thence S63°49'10"W 0.65 feet;

Thence S26°10'50"E 39.23 feet to the U.S. Harbor line;

Thence S61°35'46"W along said U.S. Harbor line 129.08 feet;

Thence N26°10'50"W 424.14 feet to the Point of Beginning.

Containing 1.263 acres (55,027 square feet) more or less.



T-19-5

PROPERTY DESCRIPTION

Coast Guard Parcel

WARD #11, ITEM #000004

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

East 1/2 of Lot 4, all of Lots 5 and 6 and the West 4.23 feet of Lot 7, Block A, PLAT OF PART OF CLENE FARM, according to the plat thereof recorded in Liber 1 of Plats, page 24, Wayne County Records.

More commonly known as 2670 E. Atwater

RIVERWALK LEASE AREA DESCRIPTION

COAST GUARD PARCEL

A LEASE AREA IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING A PART OF PRIVATE CLAIM 733, ALSO A PART OF LOTS 4 THROUGH 7, BLOCK A, PLAT OF PART OF THE CLENE FARM, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 1 OF PLATS, PAGE 24, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ATWATER STREET 150 FT WIDE AND THE WESTERLY LINE OF JOSEPH CAMPAN AVENUE 168.85 FT WIDE THENCE S 80° 18' 00" W, 432.53 FEET ALONG THE SOUTHERLY LINE OF ATWATER STREET 150 FT WIDE THENCE S 28° 07' 11" E, 182.58 FEET TO THE POINT OF BEGINNING THENCE CONTINUING S 28° 07' 11" E, 3.88 FEET THENCE N 83° 52' 48" E, 0.85 FEET THENCE S 28° 07' 11" E, 30.31 FEET THENCE S 42° 30' 28" W, 132.88 FEET THENCE N 28° 08' 34" W, 40.08 FEET THENCE N 43° 50' 28" E, 132.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.122 ACRES.

**VARIABLE WIDTH LEASE AREA
FOR RIVERWALK IMPROVEMENTS
COAST GUARD PARCEL - ATWATER FACILITY
PART OF PRIVATE CLAIM 733
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN**

CG.2

OUTLINE WORKSHOP ENGINEERS, Inc.
DESIGNERS: LAND SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS
2011 328 STREET, ROCHESTER HILLS, MI, 48063
(248) 654-3133

DATE: 7-8-04	CHECKED BY: JLR	DATE: 7/04	SCALE: N/A
DRAWN: L.L.G.	JLR	7/04	SHEET: 2 OF 2
REV: 7-21-04	ADDED LEGEND		
REV: 7-28-04	REVISED EASE		JOB No: 12467

REV: 3-24-03 PER CLIENT
REV: 3-25-03 LETTER DATED 3-23-03

REV: 8-8-04 PER ATTORNEY'S LETTER 8-4-04
REV: 3-14-08 LEASE AREA

1000 (unintended) 4/03/PERM-7-032410.

SURVEY/18037HWALK/COAST GUARD-PARCEL.DGN

Exhibit C
Exchange Agreement

EXCHANGE AGREEMENT

This Exchange Agreement is entered into on this 11th day of January, 2011, by and between The Economic Development Corporation of the City of Detroit, a Michigan public body corporate (the "EDC"), of 500 Griswold, Suite 2200, Detroit, Michigan 48226, the City of Detroit, a Michigan municipal corporation (the "City"), of 1 Woodward Avenue, Detroit, Michigan 48226, and the United States of America, acting by and through the United States Coast Guard (the "Government"), of 1240 East 9th Street, Cleveland, Ohio 44199 (hereinafter collectively, the "Parties").

WITNESSETH:

WHEREAS, on the 4th day of May, 2006, the City, EDC and the Government entered into an Agreement to Initiate a Land Exchange ("Agreement to Initiate") setting forth the basic terms and conditions upon which a proposed exchange of real property would occur between the City and the Government; and

WHEREAS, in accordance with the Agreement to Initiate, the Parties have engaged in certain due diligence investigations concerning the physical condition of, and the state of legal title to, the real property to be exchanged, including, but not limited to, an exchange and review of, surveys and environmental site assessments; and

WHEREAS, the Parties desire to set forth in writing the terms and conditions upon which they will proceed to the closing of the transaction described in the Agreement to Initiate; and

WHEREAS, the Government has been granted specific authority to enter into an exchange by Public Law 110-181: National Defense Authorization Act for Fiscal Year 2008, Title XXVIII, Subtitle C, Section 2845.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Exchange of Property. The exchange of real property contemplated by this Agreement shall be identified and conveyed as follows:

(a) City Property. The City hereby agrees to convey to the Government certain real property known as Parcel 1 and Parcel 2, located in the City of Detroit, Wayne County, Michigan, and more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all structures or other improvements located thereon and all fixtures and equipment, licenses and permits, if any, located thereon and used in connection therewith; all air, oil, gas, mineral and riparian rights held by the City, and all tenements, privileges and appurtenances belonging or in any way appertaining thereto (hereinafter collectively, Parcels 1 and 2);

(b) Government Property. The Government hereby agrees to convey to the EDC certain real property known as the Atwater property, located in the City of Detroit, Wayne County, Michigan, and more particularly described in Exhibit B attached hereto and incorporated herein by reference, together with all structures or other improvements located thereon and all fixtures and

equipment, licenses and permits, if any, located thereon and used in connection therewith; all air, oil, gas, mineral and riparian rights held by the Government, and all tenements, privileges and appurtenances belonging or in any way appertaining thereto (hereinafter collectively, the Atwater Property).

2. Consideration for the Exchange. The parties have obtained appraisals of all the properties subject to this Agreement. The City and the EDC have reviewed and approved the appraisal of the Atwater Property and the Government has reviewed and approved the appraisal of Parcels 1 and 2. All of the appraisals were performed by licensed appraisers in accordance with Uniform Appraisal Standards for Federal Land Acquisitions. The appraised values are as follows:

Parcel 1	\$210,000	Atwater Property	\$660,000
Parcel 2	\$435,000		
Total	\$645,000		

The City agrees to convey Parcels 1 and 2 to the Government in consideration of the Government's conveyance of the Atwater Property to the EDC. The Government agrees to convey the Atwater Property to the EDC in consideration of the City's conveyance of Parcels 1 and 2 to the Government. At the closing of the exchange described in this Agreement, the EDC shall make a payment to the Government in the amount of \$15,000.00 representing the difference between the aggregate value of Parcels 1 and 2 and the value of the Atwater Property.

3. Surveys. The Government acknowledges its receipt and approval of an American Land Title Association (ALTA) survey of Parcels 1 and 2 furnished by the EDC (the "EDC Survey") and the EDC acknowledges its receipt and approval of an ALTA survey of the Atwater Property furnished by the Government (the "Government Survey"), each conforming to current ALTA minimum standards, prepared by a registered land surveyor licensed in the State of Michigan, and certified not later than the date hereof.

4. Evidence of Title. The Government and the EDC and the City will each be responsible for the purchase of its own preliminary title insurance and final title policy for the property to be acquired by each party.

5. Phase I Environmental Site Assessments. The Government acknowledges its receipt and approval of a Phase I Environmental Site Assessment with respect to Parcels 1 and 2. The EDC acknowledges its receipt and approval of a Phase I Environmental Site Assessment with respect to the Atwater Property.

6. Environmental Remediation. Prior to the closing of the exchange described in this Agreement, the parties agree to take the following actions in connection with the environmental condition of the subject property:

A. Remediation by the Government: Subject to the availability of appropriations therefor, the Government shall complete a Phase II Environmental Site Assessment with respect to the Atwater Property. Following completion of said assessment, and subject to the availability of appropriations therefor, the Government shall commence and complete, at the Government's expense, the remediation of the Atwater Property, to an unrestricted status, in accordance with the requirements of the Comprehensive Environment Response Compensation and Liability Act (CERCLA). Such remediation

shall proceed, until completed pursuant to CERCLA §120(h). Upon completion of the remediation, the Government shall provide a document from the Environmental Protection Agency to the City, stating that all actions necessary to protect human health and the environment have been taken and that the remedial action is completed in a manner sufficient to permit the Atwater Property to be classified as unrestricted under CERCLA.

B. Remediation by the EDC and the City:

The EDC and the City shall commence a Phase II Environmental Site Assessment of Parcel 2. Following completion of said assessment, subject to access to adequate funding, as set forth below, the EDC shall commence and complete the remediation of Parcel 2 in accordance with the due care or remedial action plan requirements, as applicable, of Section 20107a of Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act (NREPA), as amended, and Part 201 Administrative Rules and as described in the attached letter dated November 29, 2010, from the Michigan Department of Natural Resources & Environment ("MDNRE"). Upon completion of the remediation of Parcel 2, the EDC and the City shall obtain a document from the MDNRE stating that the due care or remedial action plan requirements, as applicable, have been fulfilled and the property is safe for residential use provided that future occupied buildings shall be provided with municipal water. The Government acknowledges and agrees that Parcel 2 will still be classified as a "Facility" under applicable Michigan law, and that remediation in accordance with the foregoing will result in written restrictions which shall be recorded against the land. The expense of remediation shall be borne by a third party identified by the EDC and the City. If the entire cost of remediating Parcel 2, as determined by the EDC and the City, has not been paid to the EDC by such third party on or before the date the EDC and the City desires to commence the work of remediation, the EDC or the City will have the right to terminate this Agreement by written notice to the other parties to this Agreement, and the EDC and the City shall have no further obligation or liability whatsoever to the Government, EDC or the City hereunder.

C. No Remediation of Parcel 1. The parties agree that no remediation shall be performed in connection with Parcel 1, which the Government agrees to accept in its current condition as of the date of this Agreement.

D. Completion. No exchange shall occur until remediation of both properties, as described in this paragraph, is complete. The exchange shall take place on the basis of the appraised values set forth in Section 2 of this Agreement. Should either party fail to complete its obligations under this paragraph within three years of the execution of this Agreement, the other parties shall have the option of terminating this Agreement without further obligation or liability to the other parties whatsoever. The parties may mutually agree to extend the period for performance of their obligations under this paragraph by amendment of this Agreement.

7. "AS-IS" Exchange: Subject to the EDC's and the City's remediation of Parcel 2 in accordance with the requirements of Section 6B hereof, and acknowledging that the Government has had an opportunity to inspect Parcel 1 and review the Phase I Environmental Site Assessment obtained by the EDC with respect to Parcel 1, the Government agrees to accept the conveyance of Parcels 1 and 2 by the City, on an "AS-IS" basis. The parties acknowledge and agree that, except as expressly set forth herein, or as may be set forth in the deeds of conveyance, neither the City and the EDC, nor their respective agents, contractors, or representatives have made any representations, warranties, promises, covenants, agreements or guaranties of any kind, express or implied, oral or written, with respect to habitability.

merchantability, or fitness for a particular purpose, of the subject property and the parties specifically disclaim any such representations or warranties, including any representations or warranties with respect to hazardous substances or the environmental condition of the property. Acceptance of the deed of conveyance from the City shall constitute a waiver by the Government of any claims against the City or the EDC that may arise out of the environmental condition of Parcels 1 and 2.

8. Representations. The representations and/or warranties contained in or to be made pursuant to this Section 8 and shall survive the Closing.

A. Representations and Warranties of the Government. The Government will provide a quitclaim deed to the City for the Atwater property, free and clear of all liens and encumbrances, except those acceptable to the City and EDC; and represents and warrants the following as of the date hereof:

(a) The Government is not a party to or bound by any contract, lease or other agreement of any kind whatsoever that might affect the Atwater Property, oral or written, including, without limitation, any option or right of first refusal, other than contracts and agreements terminable at will by the Government or the EDC without recourse or liability against the EDC or the Atwater Property; and, to the Government's knowledge, no party other than the Government has any right to use or possess all or any portion of the Atwater Property as tenant, licensee or otherwise.

(b) There are no actions, suits, claims or proceedings which have been instituted or, to the Government's knowledge, threatened against or affecting the Government Property at law or in equity or before any federal, state or municipal governmental department, agency or instrumentality thereof.

(c) The Government has duly and validly authorized and executed this Agreement and the Government has full power to enter into and perform this Agreement on behalf of the United States. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of the Government.

(d) The Government is not a "Foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

(e) For purposes of this Agreement, the Government's knowledge means the actual knowledge of Terri L. Peasley, without any duty to review files or verify any information.

B. Representations and Warranties of the City. The City will provide a quit claim deed to the Government for Parcels 1 and 2, free and clear of all liens and encumbrances, except those acceptable to the Government; and, represents and warrants the following as of the date hereof:

(a) The City is not a party to or bound by any contract, lease or other agreement of any kind whatsoever that might affect the City Property, oral or written, including, without limitation, any option or right of first refusal, other than contracts and agreements terminable at will by the Government or the City without recourse or liability against the City or Parcels 1 and 2; and, to the City's knowledge, no party other than the City has any right to use or possess all or any portion of Parcels 1 and 2 as tenant, licensee or otherwise.

(b) There are no actions, suits, claims or proceedings which have been instituted or, to the City's knowledge, threatened against or affecting Parcels 1 and 2 at law or in equity or before any federal, state or municipal governmental department, agency or instrumentality thereof.

(c) The City has duly and validly authorized and executed this Agreement and the City has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of the City.

(d) The City is not a "Foreign person" as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

(e) For purposes of this Agreement, the City's knowledge means the actual knowledge of Will Tamminga, without any duty to review files or verify any information.

C. Representations and Warranties of EDC. The EDC represents and warrants the following as of the date hereof:

(a) The EDC has duly and validly authorized and executed this Agreement and that the EDC has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of the EDC.

9. Conditions Precedent to Government's Obligation to Close. The following conditions will have to be satisfied or waived by the Government prior to Closing:

(a) The Government shall have received a marked-up title commitment insuring fee simple title to Parcels 1 and 2 in the Government, free and clear of all liens and encumbrances (other than any lien or encumbrance arising out of the remediation conducted on Parcel 2 by the EDC in accordance with Section 6 (B) above), except those acceptable to the Government; and

(b) The EDC and the City shall have executed this Agreement.

10. Conditions Precedent to the EDC's and the City's Obligation to Close. The following conditions will have to be satisfied or waived by the EDC and the City prior to Closing:

(a) The EDC and the City shall have received: (i) a marked-up title commitment insuring fee simple title to the Atwater Property in the EDC, free and clear of all liens and encumbrances except those acceptable to the EDC and the City; and (ii) all necessary approvals with respect to the conveyance of Parcels 1 and 2 to the Government, including, but not limited to, the approval of the Detroit City Council, and the conversion of Parcels 1 and 2 from public parkland to the contemplated use of the Government; and

(b) The Government shall have executed this Agreement.

(c) The Detroit City Council shall have adopted a resolution, which resolution shall be approved by the Mayor of the City of Detroit and approved by the City of Detroit Law Department, authorizing the transaction contemplated by this Agreement.

11. Obligations of Government at Closing.

(a) The Government will transfer fee simple title to the Atwater Property to the EDC by quit claim deed free of all liens and encumbrances, except those acceptable to the EDC and the City;

(b) The Government will, at its own cost, obtain a title insurance policy insuring fee simple title to Parcels 1 and 2 in the Government, free and clear of all liens and encumbrances (other than any lien or encumbrance arising out of the remediation conducted on Parcel 2 by the EDC in accordance with Section 6 (B) above), except those acceptable to the Government; and

(c) The Government shall execute this Agreement.

12. Obligations of the City at Closing.

(a) The City will transfer fee simple title to Parcels 1 and 2 to the Government by quit claim deed free of all liens and encumbrances (other than any lien or encumbrance arising out of the remediation conducted on Parcel 2 by the EDC in accordance with Section 6 (B) above), except those acceptable to the Government; and

(b) The City shall execute this Agreement.

13. Obligations of the EDC at Closing.

(a) The EDC will, at its own cost, obtain title insurance policy insuring fee simple title to the Atwater Property in the EDC, free and clear of all liens and encumbrances except those acceptable to the EDC and the City; and

(b) The EDC shall execute this Agreement.

14. Prorations and Adjustments. The following shall be prorated and adjusted between the City and the Government on the basis that the transferee is the owner of the property to be conveyed hereunder on the Closing date:

(a) Any unpaid real estate taxes and water and sewer tap fees and/or use charges which have been levied upon or have become a lien against the property to be conveyed hereunder as of the Closing date and that are due and payable, if any, shall be paid by the transferor. Real estate taxes and current installments of special assessments for the current period shall be prorated and adjusted as of the Closing on a due date basis. The transferee shall be responsible to pay any installments of special assessments, if any, that are due after the Closing. However, the Federal Government is not subject to state and local taxation, and will not pay such taxes;

(b) Charges for electricity, water/sewer, natural gas and sanitation shall be paid by the transferor prior to the Closing date and the transferor shall be reimbursed for any security or similar credit then existing in favor of the transferor and assignable to the transferee;

(c) The transferee shall pay any and all transfer taxes and fees, sales taxes and revenue stamps in connection with the consummation of the transactions contemplated by this Agreement;

(d) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

15. Default. If a party to this Agreement defaults hereunder, the non-defaulting parties may, upon thirty (30) days prior written notice, elect in their discretion to terminate this Agreement by giving written notice thereof to the defaulting party; whereupon, none of the parties shall have any further liability hereunder.

16. Brokers. The parties each represent and covenant to the other that they have not utilized and will not utilize the services of any broker or finder in connection with this transaction. The parties shall each hold the others harmless from all liability for brokerage commissions, finder's fees or the like arising in connection with the subject exchange other than any such amounts as may be claimed by any broker alleging to have been retained by such party.

17. Condemnation. In the event any condemnation proceedings are threatened or commenced with respect to any material portion of the property subject to this Agreement, as determined by the proposed transferee, the transferor shall notify the transferee of such actual or threatened condemnation proceeding and either the transferor or the transferee may elect, within fifteen (15) days from and after the date of such notice of such actual or threatened condemnation proceeding, to terminate this Agreement, in which event this Agreement shall terminate and be null, void and of no further effect. The failure of a party to notify the other party within said fifteen (15) day period that it has elected to terminate this Agreement shall be conclusively deemed to mean that such party has elected not to terminate this Agreement because of the condemnation proceedings. If a party does not elect to terminate this Agreement, or if the actual or threatened condemnation does not affect a material portion of the subject property, as determined by the proposed transferee, then the Closing shall take place as provided herein without reduction in the amount of the consideration for the exchange, and any condemnation awards on account of such occurrence shall be negotiated by the transferor and the transferee and paid to the transferee.

18. Miscellaneous.

(a) This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous oral or written agreements, undertakings, promises, warranties, or covenants not contained herein;

(b) This Agreement may be amended in writing and executed by the parties hereto or their respective successors and assigns, as appropriate;

(c) No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing and signed by appropriate representative for each party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default;

(d) Headings of sections are for convenience of reference only, and shall not be construed as part of this Agreement;

(e) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns;

(f) Any and all notices permitted or required to be given hereunder shall be in writing and shall be either personally delivered to the party or shall be sent by U.S. registered or certified mail or by a reputable express mail company that guarantees next day delivery, at the following addresses:

If to the EDC:

The Economic Development Corporation of the City of Detroit
500 Griswold
Suite 2200
Detroit, Michigan 48226
Attn: Authorized Agent

With a copy to:

Lewis & Munday, P.C.
2490 First National Building
660 Woodward Avenue
Detroit, Michigan 48226
Attn: Blair A. Person, Esq.

If to the Government:

United States Coast Guard
Civil Engineering Unit
1240 East 9th Street
Cleveland, Ohio 44199
Attn: Real Property Contracting Officer

With a copy to: SILC, Legal Services Command General-Law Branch Chief
Commander, Legal Services Command
300 East Main Street, Suite 400
Norfolk, VA 23510-9100

If to the City:

City of Detroit
1 Woodward Avenue
Detroit, Michigan 48226
Attn: Karla Henderson

With a copy to:

Christopher S. Ammerman, Esq.
City of Detroit - Law Department
1650 First National Building
660 Woodward Avenue
Detroit, Michigan 48226

Any party hereto may, by notice given as aforesaid, change its address for any subsequent notices. Notices given by mail shall be deemed to be given two (2) business days after deposited in the United States mail, postage prepaid, and notices given by express mail, which guarantees next-day delivery, shall be deemed to be given one (1) day after delivery to the overnight delivery service so long as such delivery service is prepaid.

(g) This Agreement shall be construed in accordance with and governed in all respects by applicable Federal law in addition to the laws of the State of Michigan;

(h) No party hereto may assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without the written consent of all parties to this Agreement;

(i) This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument;

a. Time is of the essence

b. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated to transfer the property known as Parcel 1 and Parcel 2 to the Government 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.

(Signature continues on next page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

The United States of America, By and Through the United States Coast Guard

By: 
Terrence P. Pezala, USCG

Its: Real Property Contracting Officer,
US Coast Guard Headquarters, Civil Engineering

Executed by the U. S. Coast Guard this 21st day of February, 2011

The Economic Development Corporation of the City of Detroit, a Michigan public body corporate

By: _____

Its: Authorized Agent

By: _____

Its: Authorized Agent

Executed by the EDC this _____ day of _____, 2011

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

The United States of America, By and Through the United States Coast Guard

By: _____

Terr.L. Peasley, USCG

Its: Real Property Contracting Officer,
US Coast Guard Headquarters, Civil Engineering

Executed by the U. S. Coast Guard this ____ day of _____, 2011

The Economic Development Corporation of the City of Detroit, a Michigan public body corporate

By: _____

Its: Authorized Agent

By: _____

Its: Authorized Agent

Executed by the EDC this 26th day of Jan, 2011

Approved as to form only:
Lewis & Munday, a Professional Corporation
General Counsel to the HDC

By: [Signature]

The City of Detroit, a Michigan municipal corporation

By: [Signature]
Director, Recreation Dept

Executed by the City this 26th day of January, 2011

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

By: T. Arsedott 01-27-2011
Its: Supervising Asst Corp Counsel (Title)

**EXHIBIT "A:"
LEGAL DESCRIPTION**

PARCELS 1 AND 2

Parcel 1 – Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being part of Private Claim 15, Part of lots 1 and 2 of "SUBDIVISION OF LEIB FARM" between river and rear line of P.C. 15, (for opening of Zender and Ludden St. see L.3, Plat P. 37) also filed April 3, 1852 cby. File 22,298. attached to rept. of commissioners in part "n" as recorded in Liber 60, Deeds, Page 427 (Wayne County Records), as recorded in Liber 45, Deeds, Pages 664 through 667, inclusive (Wayne County Records) and being more particularly described as:

Commencing at the intersection of the easterly extension of the southerly line of Wight Street with the line common to Private Claims 15 and 18; Thence S59 52'24"W along the southerly line of said Wight Street, and the easterly extension thereof, 223.23 feet to the easterly line of a concrete footing; Thence S26 28'31"E along the easterly line of said concrete footing, 20.00 feet to the POINT OF BEGINNING.

Thence continuing along the easterly line of said concrete footing, the following three (3) courses:
S26 28'31"E 122.00 feet; Thence S61 43'48"E 17.60; ; Thence S25 37'36"E 78.52 feet;
Thence S63 52'57"W 60.08 feet;
Thence N26 07'03"W 211.34 feet;
Thence N59 52'59"E 49.98 feet to the POINT OF BEGINNING.

Containing 0.243 acres (10,571 Sq. Ft) more or less.
Subject to any and all easements and rights of way of record or otherwise.

Parcel 2 – Legal Description

Land in the City of Detroit, County of Wayne, State of Michigan being part of Private Claim 18, Part of lots 1 and 2 of the "PLAT OF MELDRUM FARM" as recorded in Liber 41, deeds, Pages 87 through 89, inclusive (Wayne County Records), and being more particularly described as:

Commencing at the intersection of the easterly extension of the southerly line of Wight Street with the line common to Private Claims 15 and 18; Thence S26 07'03"E along the line common to said Private Claims 15 and 18, a distance of 148.45 feet; Thence N63 52'57"E 10.00 feet to a point on the easterly line of Mt. Elliot Ave. (43 feet wide) and the POINT OF BEGINNING.

Thence continuing N63 52'57"E 18.13 feet;
Thence N26 07'03"W 51.01 feet;
Thence N63 52'57"E 151.87 feet;
Thence S26 07'03"E 133.00 feet;
Thence S63 52'57"W 170.00 feet to the point on the easterly line of said Mt. Elliot Ave.;
Thence N26 07'03"W along the easterly line of said Mt. Elliot Ave., 81.99 feet to the POINT OF BEGINNING

Containing 0.498 Acres (21,685 Sq. Ft.) more or less
Subject to any and all easements and/or rights of way of record or otherwise.

EXHIBIT "B"

LEGAL DESCRIPTION

ATWATER PROPERTY

Land in the City of Detroit, County of Wayne, State of Michigan being the westerly 1/2 of Lot 4, Lots 5 and 6 inclusive and the westerly 4.23 feet of Lot 7 of "Plat of part of Chene Farm" as recorded in Liber 1, Page 24, Wayne County Records, being more particularly described as:

Commencing at the intersection of a line common to Private Claim 731 and the east 1/2 of Private Claim 91 with the southerly line of Atwater Street (50 feet wide); Thence N60°17'53"E along the southerly line of said Atwater Street 300.06 feet to being the Point of Beginning;

Thence continuing N60°17'53"E along the southerly line of said Atwater Street 129.23 feet;
Thence S26°10'50"E 192.35 feet;
Thence N63°49'10"E 0.65 feet;
Thence S26°10'50"E 195.50 feet;
Thence S63°49'10"W 0.65 feet;
Thence S26°10'50"E 39.23 feet to the U.S. Harbor line;
Thence S61°35'46"W along said U.S. Harbor line 129.08 feet;
Thence N26°10'50"W 424.14 feet to the Point of Beginning.

Containing 1.263 acres (55,027 square feet) more or less.

ADOPTED AS FOLLOWS COUNCIL MEMBERS

	YEAS	NAYS
Scott BENSON		
Raquel CASTANEDA-LOPEZ		
*George CUSHINGBERRY, JR.		
Saunteel JENKINS		
Gabe LELAND		
Mary SHEFFIELD		
Andre L. SPIVEY		
James TATE		
Brenda PRESIDENT JONES		
*PRESIDENT PRO TEM		
	9	0

WAIVER OF RECONSIDERATION (No. 6)
per motions of adjournment



56

COLUMBUS A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313-224-3400
FAX 313-224-4128
WWW.DETROITMI.GOV

To: Honorable City Council

From: Thomas Lewand, Group Executive
Jobs and Economy Team

Date: August 27, 2014

RE: Corrective Resolution Relating to Line Item 89 of Regular Session Agenda dated July 22, 2014

Honorable City Council:

On July 22, 2014 your Honorable Body approved, with a waiver, the *Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard* (Line Item 89), which was a joint request by the Recreation, Finance, and Planning Development Departments (the "July 22 Resolution").

Following such approval, a scrivener's error was discovered in the legal description of the parcel described as "Parcel 40" in the July 22 Resolution. Attached hereto is a corrective resolution correcting such legal description and ratifying all actions approved in the July 22 Resolution with respect to "Parcel 40", as legally described in the attached corrective resolution.

We, therefore, respectfully request that your Honorable Body adopt the attached corrective resolution approving the revised legal description of Parcel 40.

In addition, as the parties are desirous of an expedition closing on this long delayed transfer, a waiver of reconsideration is requested.

DETROIT
CITY CLERK
2014 AUG 28 A 9 38

**CORRECTIVE RESOLUTION RELATING TO LINE ITEM 89 OF REGULAR
SESSION AGENDA DATED JULY 22, 2014**

WHEREAS, on July 22, 2014 the Detroit City Council approved the *Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard* (Line Item 89), which was a joint request by the Recreation, Finance, and Planning Development Departments (the "July 22 Resolution"); and

WHEREAS, the July 22 Resolution was approved by the Emergency Manager of the City of Detroit on July 24, 2014; and

WHEREAS, following such approvals, a scrivener's error was discovered in the legal description of the parcel described as "Parcel 40" in the July 22 Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the legal description for "Parcel 40" set forth on Exhibit B-2 (Parcel 40) to the July 22 Resolution is hereby amended and restated in its entirety with the legal description attached hereto as Amended and Restated Exhibit B-2; and be it further

RESOLVED, that all actions approved in the July 22 Resolution with respect to "Parcel 40", including but not limited to the approval of the transfer of Parcel 40 (as herein described) to the Economic Development Corporation of the City of Detroit (the "EDC") pursuant to the Waterfront LTA Amendment (as defined in the July 22 Resolution) are hereby ratified; and

RESOLVED, that the Emergency Manager of the City of Detroit is authorized, in accordance with Section 19(2) of Public Act 436 of 2012, to transfer to the EDC Parcel 40, as herein described, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment (as defined in the July 22 Resolution).

A waiver of reconsideration requested.

**Amended and Restated
Exhibit B-2
Parcel 40**

Parcel 40 – 1522 East Woodbridge

Lots 28 and 39, PLAT OF THE SUBDIVISION OF THE DOMINIQUE RIOPELLE FARM BEING THE FRONT OF P.C. NO. 13, according to the plat thereof as recorded in Liber 25 of Deeds, Pages 405, 406 and 407, Wayne County Records, said lots lying South of Woodbridge Street and North of Franklin Street, and Lots 3, 4, 5, 6, 11, 12, 13 and 14 of Block 9, PLAT OF SUBDIVISION OF THE A. DEQUINDRE FARM, according to the plat thereof as recorded in Liber 10 of City Records, pages 715, 716, and 717, Wayne County Records.

Tax Item No. 39/Ward 7



Michigan Department of Natural Resources - Grants Management

**LAND AND WATER CONSERVATION FUND
AMENDMENT TO PROJECT AGREEMENT
DUE TO CONVERSION**

Grantee:	<u>City of Detroit</u>
Project Title:	<u>Detroit Linked Riverfront Park</u>
Project Location:	<u>Mt. Elliott Park, City of Detroit, Wayne County</u>
Project and Amendment Number:	<u>26-01024, Amendment #7</u>

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the CITY of DETROIT in the COUNTY of WAYNE ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes 2.46 acres from the project area of the original Agreement or as may have been revised by previous amendment. This leaves approximately 6.09 acres available for outdoor recreation.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 10.74 acres, added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial State Park) along the Detroit River, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

- Approval of the amendment by its governing body is not required.
- The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01024, Amendment #7

GRANTEE	
SIGNED: 	WITNESSED:
By: <u>Alicia C Minter</u>	By: <u>Donna Miller</u>
Title: <u>Director</u>	By: <u>Gregory D. Moran</u>
Date: <u>9/29/14</u>	

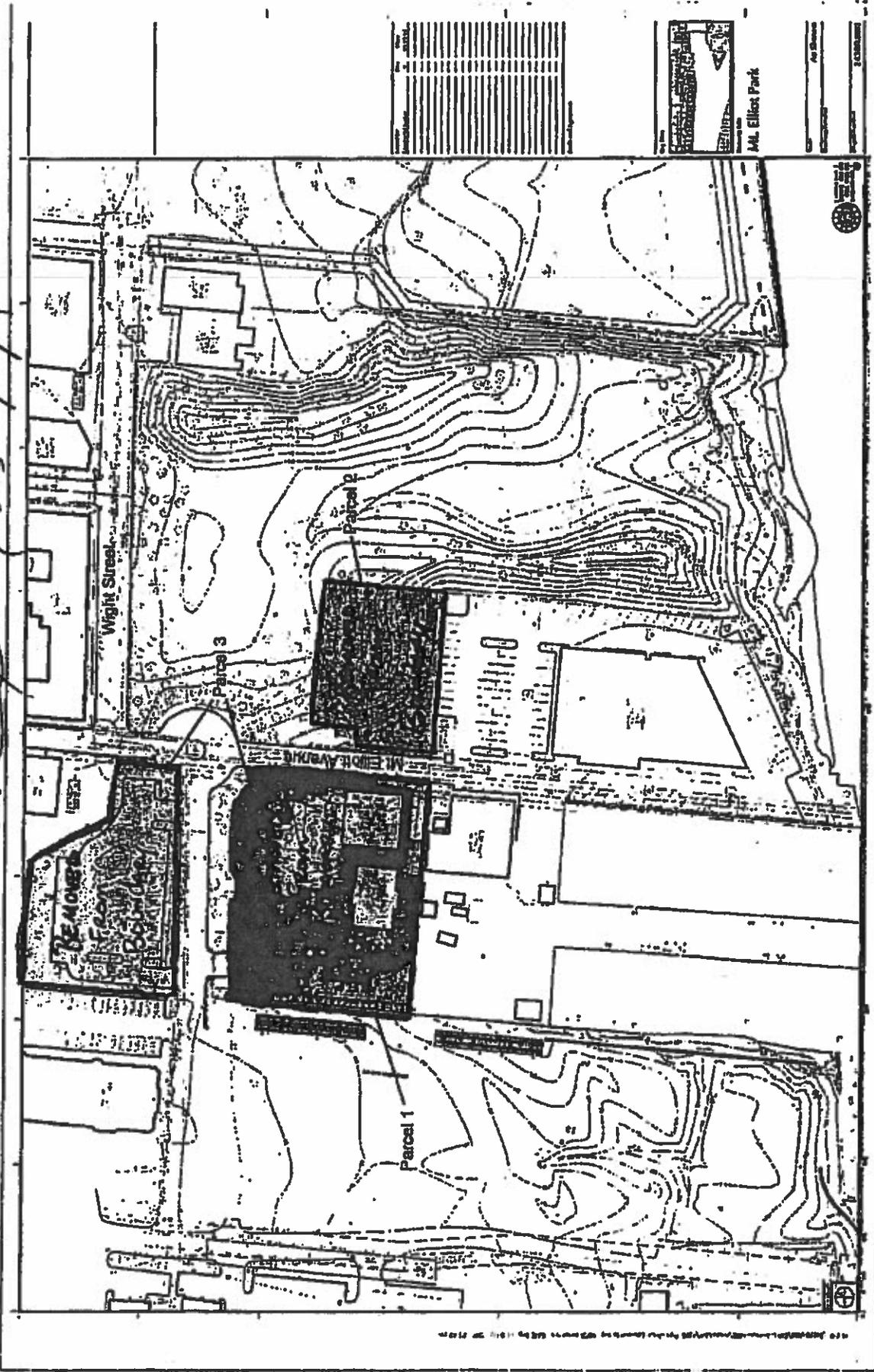
MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED:	WITNESSED:
By:  Steven J. DeBrabander, Manager Grants Management	By: <u>Christie Boyes</u>
EFFECTIVE DATE: <u>Oct. 23, 2014</u>	By: 

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01024, Amendment #7**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

Conversion
10/20/14

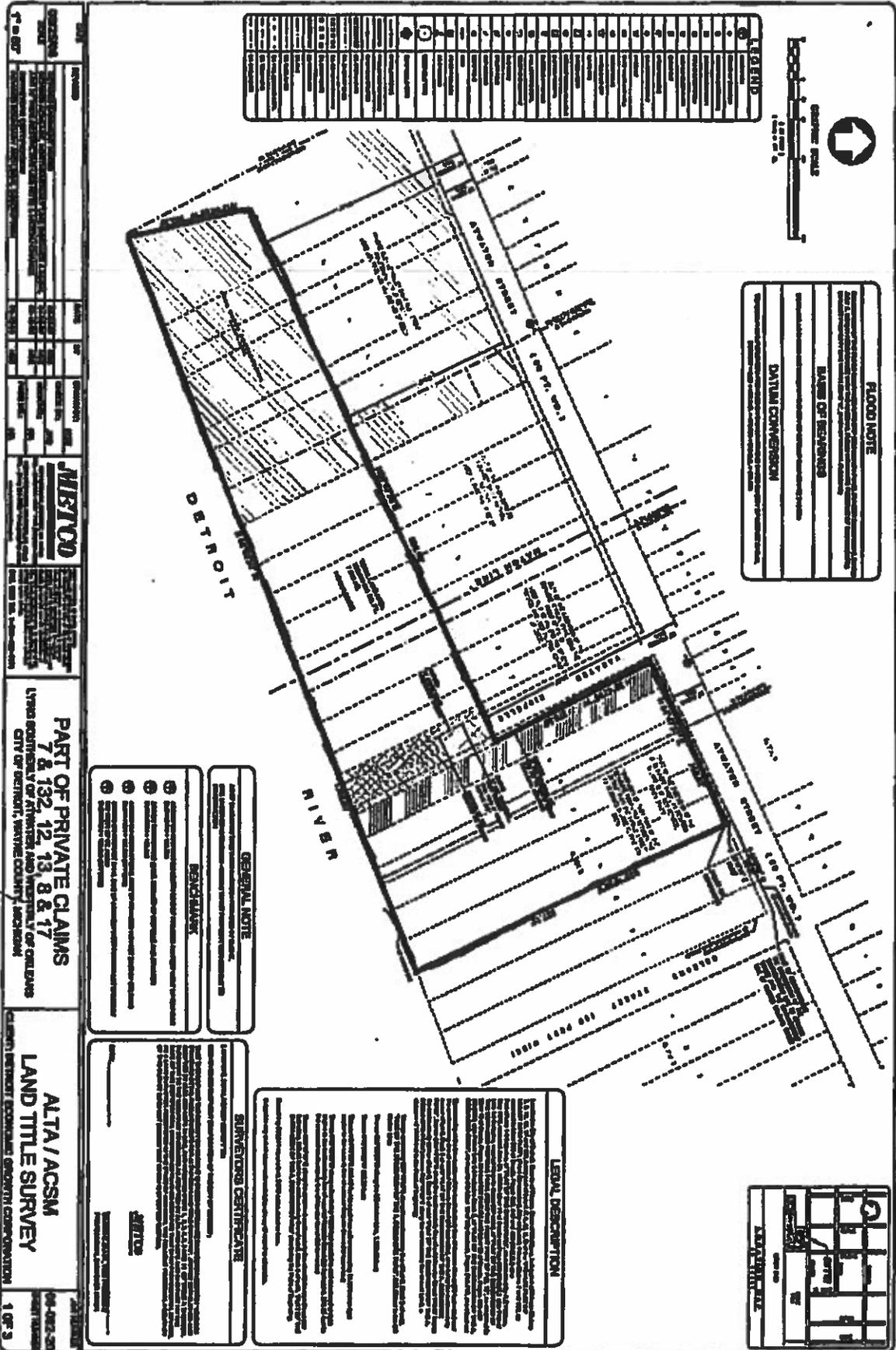


10/21/14
Ray [Signature]

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01024, Amendment #7**

Legal Description and Boundary Map of the Mitigation Area



Mitigation

4/11/2011
Amy [Signature]

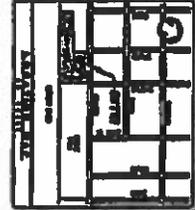
4/12/2011
[Signature]

11.659 Acres

ALTA / ACSM
LAND TITLE SURVEY
 PART OF PRIVATE CLAIMS
 7 & 132, 12, 13, 8 & 17
 LYING SOUTHWESTLY OF ATLANTIC AND WESTWELL OF CHICAGO
 CITY OF BENTON, WYOMING COUNTY, ILLINOIS
 CLIENT: BENTON ECONOMIC GROWTH CORPORATION
 1 OF 3

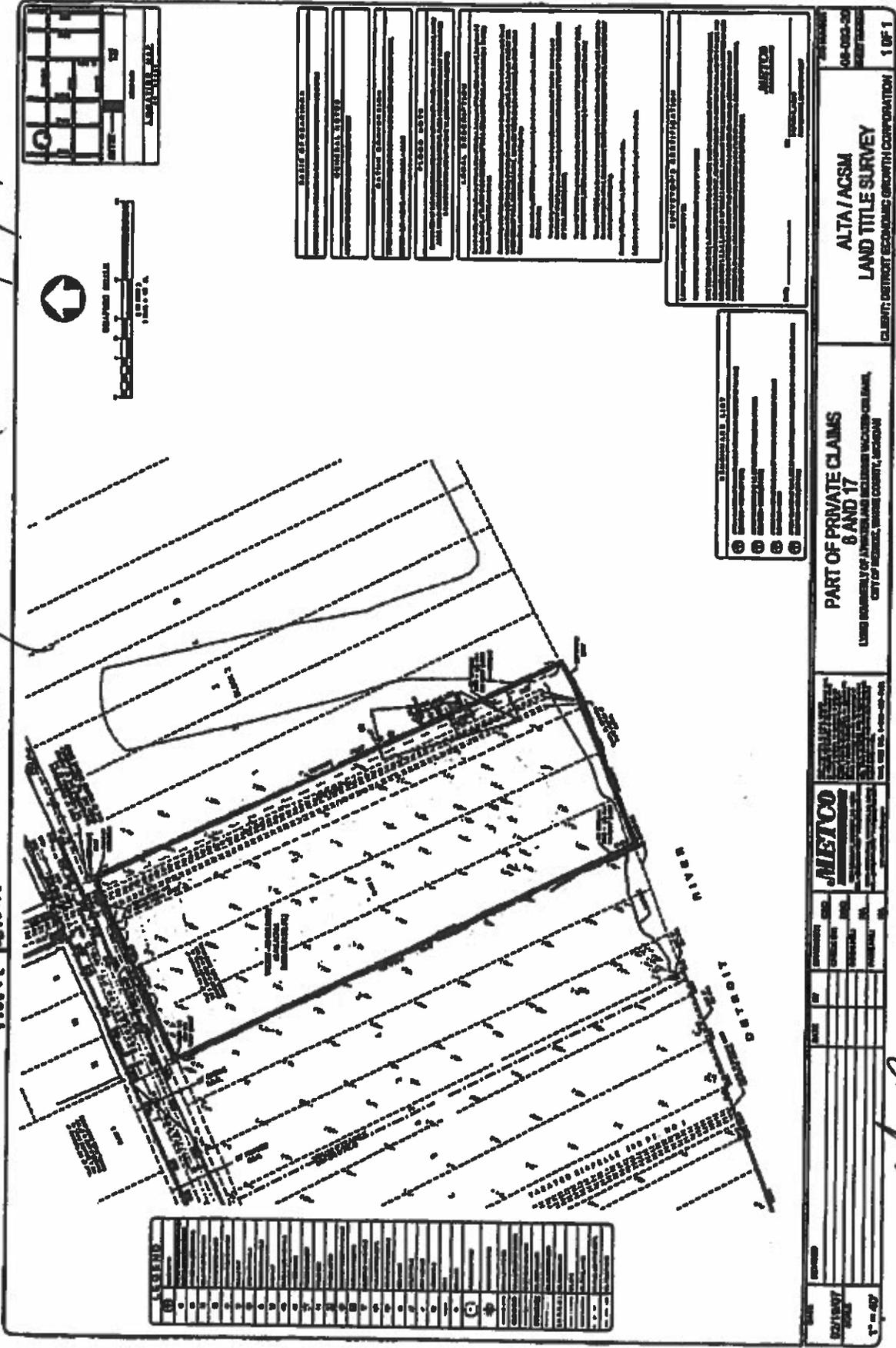
GENERAL NOTE
 This survey was prepared in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120). The survey was prepared by the Surveyor General of the State of Illinois, who is a duly qualified and licensed professional surveyor. The survey was prepared in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120). The survey was prepared in accordance with the provisions of the Surveying Act of 1983, Chapter 120, Illinois Compiled Statutes (625 ILCS 120).

LEGAL DESCRIPTION
 The following is a legal description of the land shown on this survey: [Detailed description of the land parcels, including lot numbers and area measurements.]



Collected 10/20/14

Mitigation



DATE OF SURVEY	10/20/14
BY	[Signature]
FOR	ALTA / ACSM

LEGAL DESCRIPTION
 [Detailed legal description of the land, including references to previous surveys and public lands.]

EXEMPTION CERTIFICATION
 I, the undersigned, being a duly qualified and licensed surveyor in the State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner or his agent.

ALTA / ACSM
LAND TITLE SURVEY
 CLIENT: DETROIT ECONOMIC GROWTH CORPORATION 1 OF 1

PART OF PRIVATE CLAIMS 8 AND 17
 PART OF PRIVATE CLAIMS 8 AND 17
 PART OF PRIVATE CLAIMS 8 AND 17
 PART OF PRIVATE CLAIMS 8 AND 17

NETCO
 [Logo and name of the surveying firm]

NO.	DATE	BY	FOR

2,445 Acre

10/21/14

F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 7, 8, 12, 13, 17 and 132, being part of Lots I, K, L, M, N, O of the "PRIVATE PLAT OF MULLET FARM PLAT", (front concession) City of Detroit, Private Claims 7 and 132, as recorded in Liber 226 of deeds, Pages 439, 440 and 442 (W.C.R.); also Part of Lots 1-6 inclusive of "PLAT OF THE GUOIN FARM", as subdivided by A. E. Hathor, May 1836, recorded June 20, 1836 in Liber 11 of deeds on Page 596 (W.C.R.); also Part of Lots 1-6 inclusive, vacated Riopelle Street (39 feet wide), of "PLAT OF THE SUBDIVISION OF THE DOMINIQUE RIOPELLE FARM, BEING EH FRONT PART OF P.C. 13", as recorded in Liber 15 of deeds, Pages 394 and 395 (W.C.R.) and Liber 25 of deeds, Pages 405-407 (W.C.R.); also Part of Lots 2-5 inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southwesterly line of Atwater Street (50 feet wide) and the southwesterly line of vacated Orleans Street (50 feet wide), also being the northeasterly corner of Lot 6, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 64d 47' 57" E along the southeasterly line of said Atwater Street 149.97 feet to the northeasterly corner of Lot 5, Block 2, of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S25d 10' 59" E along the northeasterly line of said Lot 5, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the U. S. Harbor Line; thence S68d 09' 50" W along the said U. S. Harbor Line 1,202.09 feet; thence N13d 04' 02" W 190.62 feet; thence N64d 47' 33" E 898.46 feet to a point on a line measuring 11.00 feet at right angles to the easterly line of vacated Riopelle Street (39 feet wide); thence N26d 42' 05" W along a line being 11.00 feet parallel to and measured at right angles to the northeasterly line of vacated Riopelle Street (39 feet wide), 270.55 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 57" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 268.82 feet to the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.



F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 8 and 17, being Lots 6 - 8 of inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southeasterly line of Atwater Street (50 feet wide) and the northeasterly line of vacated Orleans Street (50 feet wide), also being the northwesterly corner of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 25d 10' 59" E along the northeasterly line of said vacated Orleans Street, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of said vacated Orleans Street, 535.89 feet to the U. S. Harbor Line; thence along the U. S. Harbor Line the following two (2) courses, thence S 61d 35' 46" W, 26.04 feet; thence S 68d 09' 50" W 174.04 to the southwesterly corner of said Lot 6, Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", of feet; thence N 25d 10' 59" W along the southwesterly line of Lot 6 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 53" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 199.96 feet to the southeasterly line of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.

AS OF 03-19-06 NO TITLE WORK HAS BEEN PROVIDED BY CLIENT.

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan, being part of Private Claims 8 and 17 and 90, being that part of vacated Dequindre Avenue (60 feet wide) lying between the southeasterly line of Franklin Street (50 feet wide) and the northwesterly line of Atwater Street (50 feet wide), more particularly described as:

Beginning at the intersection of the southeasterly line of said Franklin Street and the northeasterly line of vacated Dequindre Avenue (60 feet wide) also being the northwesterly corner of Lot 16 of, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 76 (W.C.R.), Thence $S25^{\circ}07'36''E$ along the northeasterly line of said vacated Dequindre Avenue and the southwesterly line of Lots 16, 9 and a Public Alley (20 feet wide) of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", also Lot 1 and Guoin Street of, "RE-SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS. WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 302 (W.C.R.), 471.72 feet to the southwesterly corner of said Lot 1 also being the northwesterly line of said Atwater Street;

Thence $S64^{\circ}39'33''W$ along the northwesterly line of said Atwater Street, 60.01 feet to the southeasterly corner of Lot 6 Block 4 of, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", recorded in Liber 10, Pages 715-717;

Thence $N25^{\circ}34'55''W$, 200.36 feet to a point along the southeasterly line of Guoin Street (50 feet wide);

Thence $N28^{\circ}18'14''W$, 50.06 feet to the southeasterly corner of said Lot 6, Block 7, of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", also being the intersection of the northwesterly line of said Guoin Street with the southwesterly line of said Vacated Dequindre Avenue;

Thence $N25^{\circ}07'36''W$ along the southwesterly line of said vacated Dequindre Avenue also being the northeasterly line of Lots 5 and 6 Block 7 of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 216.61 feet to the northeasterly corner of said Lot 5 Block 7, also being the southeasterly line of said Franklin Street;

Thence $N59^{\circ}51'31''E$ along the southeasterly line of said Franklin Street, 60.15 feet to the northeasterly line of said vacated Dequindre Avenue also being the northwesterly corner of Lot 16 of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM" and the point of beginning.

Containing 0.641 Acres, (27,914.663 Sq. Ft.) more or less.

Subject to any and all easements and rights-of-way of record or otherwise.

APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01024, Amendment #7**

Local Resolution, if Required by Local Regulation

for full copy of
Resolution see
#26-00757

TRUE COPY CERTIFICATE

Form C of D-15-CR

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

Janice M. Winfrey

I,

, City Clerk of the City of Detroit, in said

State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION

APPROVED BY THE EMERGENCY MANAGER FOR THE CITY OF DETROIT ON

Thursday, July 24, 2014

IN ACCORDANCE WITH EM ORDER NO. 3 DATED APRIL 11, 2013

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at Detroit, this 21st

day of August A.D. 2014

Janice M. Winfrey
CITY CLERK

GL

18100 Meyers
Detroit, Michigan 48235
Phone 313-224-1100
Fax 313-224-3344
www.detroitmi.gov

CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

19

To: Honorable City Council

From: Trisha Stein, Interim Director
Planning and Development Department

Alicia Minter, Director
Recreation Department

John Naglick, Director
Finance Department

*Toni Lawson
Mayor's Office
Chris Evers - Planning & Dev.
Mayor's Office*

Date: June 24, 2014

RE: Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard

Honorable City Council:

This is a joint request by the City's Recreation Department, Planning and Development Department ("PDD") and Finance Department to this Honorable Body to provide such approvals as may be necessary to effectuate the following, all as further described below: (i) the transfer of certain City-owned property to the United States Coast Guard (the "USCG") and the Economic Development Corporation of the City of Detroit (the "EDC"); (ii) the transfer of certain riverfront property to the City from the EDC in order to connect the Riverwalk; and (iii) the approval of the conversion of certain City-owned federally designated park space.

By way of background, the EDC is a public body corporate established by ordinance adopted by the City Council in 1976 pursuant to Act 338, Public Acts of Michigan, 1974 (the "EDC Act") for purposes of assisting local industrial and commercial enterprises to strengthen and revitalize the economy of the City of Detroit and the State of Michigan. The EDC is governed by a Board of Directors made up of members appointed by the Mayor of the City of Detroit, with the advice and consent of the City Council. Pursuant to the EDC Act, the EDC may, among other things, implement development projects in specified project areas in accordance with project plans that have been approved by the City Council. Pursuant to the EDC Act, the City may transfer property to the EDC for less than fair market value and, likewise, the EDC may transfer property for less than fair market value. Historically, the City and the EDC have found this flexibility to provide a useful tool for incentivizing economic development projects and for filling gaps in financing models available for such projects.

On May 6, 2008, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Mt. Elliot-Wright Development Project (the "Mt. Elliot Project Plan"), the project area for which is shown on Exhibit A (the "Mt. Elliot Project Area"). The Mt. Elliot Project Plan contemplates, among other things, the City's transfer of certain City-owned land located in the Project Area to the United States Coast Guard (the "USCG") to accommodate the

EDC/U.S. Coast Guard Declaration

June 24, 2014

Page 2 of 4

Project Plan"), the project area for which is shown on Exhibit B (the "Waterfront Project Area"). The Waterfront East Project Plan contemplates, among other things, that the City will retain ownership of certain parts of the Waterfront Project Area, including the area necessary for the Riverwalk, for public access and other public purposes, and transfer all areas not utilized for public access and other public purposes to the EDC for \$1.00 for purposes of implementing the Waterfront East Project Plan.

Requests for Transfer of City-Owned Property

Consistent with the Mt. Elliot Project Plan and the Waterfront East Project Plan, the EDC has requested the transfers of certain City-owned properties as described below. The Recreation Department has relinquished jurisdictional control over those requested parcels currently under its jurisdictional control and the Planning and Development Department ("P&DD") seeks to have these properties declared to be surplus to accommodate their transfer to the USCG and/or EDC, as further described below.

1. **Transfer to USCG of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 1 & 2 on Exhibit A-1) (collectively, the "City CG Parcels")**

In January, 2011, the City, the EDC, and the USCG entered into a certain Exchange Agreement (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the above-referenced parcels. In exchange, the USCG will transfer to the EDC a USCG-owned parcel located in the Waterfront Project Area (Shown as "Coast Guard Atwater Parcel" on Exhibit B-1) to enable the EDC to assemble a prime development site for purposes of implementing the Waterfront East Project Plan. Thereafter, as further described below, the EDC will transfer a portion of said parcel to the City to close a gap in the Riverwalk. In order for the Exchange Agreement to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the City CG Parcels to PDD, (ii) declare the CG Parcels surplus, and (iii) approve and ratify the Exchange Agreement.

2. **Transfer to EDC of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 3 & 4 on Exhibit A-1) (collectively, the "Lighthouse Depot Property")**

The Lighthouse Depot buildings are not currently being used by the City. The new Riverfront Conservancy Pavilion, located elsewhere in Mt. Elliot Park is expected to provide recreation center amenities to the public. The buildings and the related adjacent parking are contemplated by the Mt. Elliot Project Plan for transfer to the EDC to facilitate an adaptive commercial development reuse of the buildings. In order for the transfer of Lighthouse Depot Property to the EDC to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the Lighthouse Depot Property to PDD, (ii) declare the Lighthouse Depot Property surplus, (iii) and approve a new land transfer agreement between the City and the EDC for the transfer of the Lighthouse Depot Property.

3. **Transfer to EDC of City-owned land in the Waterfront Project Area (Shown on Exhibit B-1 as Parcel 40 and Parcel 44, collectively, the "Waterfront Omitted Parcels")**

EDC/U.S. Coast Guard Declaration
June 24, 2014
Page 3 of 4

Pursuant to the Waterfront East Project Plan, all City-owned land in the Waterfront Project Area, other than land to be retained for public access and other public purposes, would be transferred to the EDC for purposes of implementing the Waterfront East Project Plan. In 2006, the City transferred such property to the EDC pursuant to a land transfer agreement approved by the City Council in 2005 (the "Waterfront LTA"). Since such time, the EDC has been actively pursuing the redevelopment of the Waterfront Project Area, including the recent redevelopment of the Globe Trading Building to hold the Michigan Department of Natural Resources' ("MDNR") planned outdoor adventure center. Recently, while conducting title review for a planned residential development consisting of approximately 290 units over five formerly owned-City blocks, it was discovered that (i) the City-owned parcel identified as "Parcel 40" was approved by the City Council for transfer to the EDC but inadvertently omitted from the related land transfer agreement, and (ii) the City-owned parcel identified as "Parcel 44" was inadvertently omitted from the 2005 City Council land transfer approvals. These parcels are integral to the redevelopment of the Waterfront Project Area. The transfer of the Waterfront Omitted Parcels to the EDC requires your Honorable Body declare the Waterfront Omitted Parcels surplus and approve the transfer of the Waterfront Omitted Parcels pursuant to an amendment to the Waterfront LTA.

4. Transfer to EDC of a portion of Chene Park in the Waterfront Project Area (Shown on Exhibit B-1 as "Chene Conversion Parcel")

The easternmost 100' of Chene Park presently holds a soundproofing berm that is no longer necessary due to the relocation of the neighboring cement company. Under the Waterfront East Project Plan, the Chene Conversion Parcel would be re-zoned and transferred to the EDC. When combined with the adjacent former cement silo site already owned by the EDC and with the USCO-owned property to be transferred to the EDC under the Exchange Agreement, it will allow the creation of a prime Waterfront development site. The transfer of the Chene Conversion Parcel to the EDC requires your Honorable Body (i) consent to the transfer of jurisdictional control of the Chene Conversion Parcel to PDD, (ii) declare the Chene Conversion Parcel surplus, and (iii) approve the transfer of the Chene Conversion Parcel pursuant to an amendment to the Waterfront LTA.

Request for Transfer to City of EDC-Owned Property

Subject to the consummation of the Exchange Agreement, the EDC and the Recreation Department seek approval of the transfer by the EDC to the City of a portion of the Coast Guard Atwater Parcel (Shown as "Riverwalk Parcel" on Exhibit B-1). The acquisition by the City of the Riverwalk Parcel will fill a gap in the Riverwalk between Chene Park and Stroh's River Place. City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel. The transfer of the Riverwalk Parcel to the City requires that your Honorable Body approve the transfer of the Riverwalk Parcel to the City pursuant to an amendment to the Waterfront LTA, subject to the consummation of the Exchange Agreement.

EDC/U.S. Coast Guard Declaration

June 24, 2014

Page 4 of 4

Request for Approval of Conversions

This Honorable Body's approval of a conversion process, started a number of years ago, is necessary for certain of the requested City-owned properties to be put to the uses intended hereunder. Property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required to be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and MDNR approval, such property is "converted", in which event such property will be released from such restriction and replacement or mitigation recreational property will instead assume such restriction ("Conversion").

Each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds. Further, the St. Aubin Marina, located within the Waterfront East Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof which was used in the expansion of Atwater Street between Rivard and Orleans Streets, as depicted on Exhibit D (the "Marina Parcel"). In addition, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel referred to as the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through PDD, for future development. Because the use of the Marina Parcel and the Atkinson Field changed prior to the Conversion, the City is technically not in compliance with the requirements of the Grant Funds; however, the City Council's approval of the Conversion as requested herein will remedy this issue.

The EDC and the Recreation Department previously submitted Conversion requests with respect to the Conversion Parcels to the NPS and the MDNR, proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space. The Conversion requests have been granted by both the NPS and the MDNR, subject to approval by the City Council.

We, therefore, request that your Honorable Body adopt the attached resolution (i) approving the requested transfers of jurisdiction and declarations of surplus, (ii) authorizing the above-referenced transfers of City-owned property by way of the Exchange Agreement, a Mt. Elliott Land Transfer Agreement, an amendment to the Waterfront Land Transfer Agreement, (iii) approving the City's acquisition of the Riverwalk Parcel pursuant to the terms of an amendment to the Waterfront LTA, and (iv) approving the Conversion of the Conversion Parcels.

**RESOLUTION OF DETROIT CITY COUNCIL
RELATING TO LAND TRANSFERS REQUESTED
PURSUANT TO CERTAIN ECONOMIC DEVELOPMENT CORPORATION OF
THE CITY OF DETROIT PROJECT PLANS**

By Council Member Leland

WHEREAS, on May 6, 2008, the City Council of the City of Detroit (the "City") approved the Economic Development Corporation of the City of Detroit's (the "EDC") Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"); and

WHEREAS, the project area for the Mt. Elliot Project Plan is part of that area in the City bounded generally by Wight Street and East Jefferson Avenue on the north, the east property line of the Gabriel Richard Park property on the east, the Detroit River on the south, and the Harbortown residential development on the west, excluding the former industrial Uniroyal site, all as depicted on Exhibit A hereto (the "Mt. Elliot Project Area"); and

WHEREAS, the United States Coast Guard (the "USCG") currently owns and operates a facility within the Mt. Elliot Project Area located at 3414 Wight Street (the "Existing CG Facility"); and

WHEREAS, the former USCG Lighthouse depot building and its ancillary parking, as depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "Lighthouse Depot Property") is located within the Mt. Elliot Project Area and is owned by the City; and

WHEREAS, the Mt. Elliot Project Plan contemplates, among other things, (i) the transfer by the City of certain City-owned land located in the Project Area, depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "City CG Parcels"), including a portion of Mt. Elliot Park, to accommodate the expansion of the Existing CG Facility and the construction of a buoy storage area for the USCG (collectively, the "CG Project"); (ii) the transfer of the Lighthouse Depot Property to the EDC to accommodate the redevelopment thereof for public, private or combined use (the "Lighthouse Project"); and (iii) the rezoning of the City CG Parcels and the Lighthouse Depot Property from PR to SD4 to accommodate the CG Project and the Lighthouse Project, respectively; and

WHEREAS, the implementation of the CG Project and the Lighthouse Project requires the conversion of the City CG Parcels and the Lighthouse Depot Property out of federally designated parkland; and

WHEREAS, on September 14, 2005, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Waterfront East Development Project (the "Waterfront East Project Plan"); and

WHEREAS, the project area for the Waterfront East Project Plan is that area in the City generally bounded by Rivard and Riopelle on the west, Chene on the east, the Detroit River Harbor Line on the south, East Jefferson Avenue on the north, and the north-south corridor running from East Jefferson to Gratiot along St. Aubin/Orcans (i.e., the Dequindre Cut Greenway), all as depicted on Exhibit B hereto (the "Waterfront Project Area"); and

WHEREAS, the Waterfront East Project Plan contemplates that all City-owned and City-acquired property in the Waterfront Project Area, other than properties retained for rights-of-way, public open spaces and other public purposes, will be transferred to the EDC and the EDC will subsequently cause the redevelopment of such properties through third party developers selected by the EDC; and

WHEREAS, pursuant to resolution of this Honorable Body dated September 14, 2005 (J.C.C. 2682-2691) (the "Original LTA Resolution"), the City and the EDC previously executed that certain Transfer of Land Agreement (East Riverfront Project) dated as of July 13, 2006, (the "Waterfront LTA") pursuant to which the City transferred to the EDC certain of the City-owned properties located within the Waterfront Project Area; and

WHEREAS, the EDC has discovered that the parcel depicted and described on Exhibit B-1 and legally described on Exhibit B-2 ("Parcel 40") was authorized to be transferred to the EDC under the Original LTA Resolution but was inadvertently omitted from the parcels identified in the Waterfront LTA and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC has discovered that the parcel depicted on Exhibit B-1 and legally described on Exhibit B-3 ("Parcel 44" and together with Parcel 40, the "Waterfront Omitted Parcels") is owned by the City and contemplated for mixed use/residential redevelopment under the ERF Project Plan but was inadvertently omitted from the Original LTA Resolution and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC seeks conveyance of the Waterfront Omitted Parcels to the EDC, by way of an amendment to the Waterfront LTA, in order to consolidate such parcels with the EDC's adjacent parcels, thereby maximizing their potential for redevelopment in accordance with the Waterfront East Project Plan; and

WHEREAS, the EDC also seeks revision to the Waterfront LTA in order to provide additional clarity to potential developers and their lenders regarding title to the subject property following its development; and

WHEREAS, the Waterfront East Project Plan contemplates the re-zoning of part of the easternmost portion of Chene Park, as depicted on Exhibit B-1 and legally described on Exhibit B-4 hereto (the "Chene Conversion Parcel"), to SD4 for a residential/mixed land use; and

WHEREAS, the EDC owns the parcel immediately east of the Chene Conversion Parcel, which parcel is zoned SD4 and intended to be used for residential/mixed land use (the "EDC Chene Parcel"); and

WHEREAS, the USCG owns property located at the southeastern edge of the Waterfront Project Area, immediately to the east of the EDC Chene Parcel, as depicted on Exhibit B-1 and legally described on Exhibit B-2 (the "CG Atwater Parcel"); and

WHEREAS, the Waterfront East Project Plan contemplates the use of a portion of the CG Atwater Parcel for the Riverwalk and the remaining portion of the CG Atwater Parcel for residential/mixed land use; and

WHEREAS, the EDC seeks to obtain fee title to the Chene Conversion Parcel, by way of an amendment to the Waterfront LTA, and the CG Atwater Parcel, by way of the Exchange Agreement (as defined below) in order to consolidate the Chene Conversion Parcel, the EDC Chene Parcel, and the CG Atwater Parcel into a contiguous parcel, thereby maximizing its potential for redevelopment as contemplated by the Waterfront East Project Plan; and

WHEREAS, the City, the EDC, and the USCG entered into that certain Exchange Agreement dated January 26, 2011 attached hereto as Exhibit C (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the City CG Parcels in exchange for the transfer to the EDC of the CG Atwater Parcel and the USCG agreed to transfer to the EDC the CG Atwater Parcel in exchange for the transfer of the City GC Parcels to the USCG, plus a payment of \$15,000 payable by the EDC; and

WHEREAS, the USCG was granted the specific authority to enter into the Exchange Agreement by Public Law 110-181: National Defense Authorization Act for Fiscal Year 2008, Title XXVIII, Subtitle C, Section 2845; and

WHEREAS, the transactions contemplated by the Exchange Agreement were conditioned upon, among other things, (i) the remediation by the City and the EDC of one of the City CG Parcels (the "City Remediation"); (ii) the remediation by the USCG of the CG Atwater Parcel (the "CG Remediation"); (iii) the conversion of the City CG Parcels out of federally designated parkland; and (iv) the approval of the Detroit City Council and Mayor of the Exchange Agreement; and

WHEREAS, the City Remediation has been completed through efforts of the EDC and the Detroit Riverfront Conservancy and the CG Remediation was completed by the USCG in May, 2014; and

WHEREAS, property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and Michigan Department of Natural

Resources ("MDNR") approval, such property is "converted", in which event such property will be released from such restriction and mitigation recreational property will instead assume such restriction (the "Conversion"); and

WHEREAS, each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds; and

WHEREAS, the St. Aubin Marina, located within the East Riverfront Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof, depicted on Exhibit D and legally described on Exhibit D-1 (such portion being, the "Marina Parcel") which was used in the expansion of Atwater Street between Rivard and Orleans Streets; and

WHEREAS, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E and legally described on Exhibit E-1 (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel, the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through the Planning and Development Department ("PDD"), for future development; and

WHEREAS, the EDC and the City, through its Recreation Department (the "Recreation Department"), submitted conversion requests to the NPS and the MDNR proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space, and such requests have been granted, subject to approval by the Detroit City Council (collectively, the "Conversions"); and

WHEREAS, the Recreation Department is requesting the Detroit City Council's approval of the Conversions; and

WHEREAS, the Detroit City Council's approval of the Conversions will remedy the City's technical non-compliance with the Grant Funds caused by the change in the use of the Marina Parcel and Atkinson Field prior to the Conversion; and

WHEREAS, the EDC has submitted a request to the City's Recreation Department and PDD requesting that (i) following the Conversions, the Lighthouse Depot Property and the Chene Conversion Parcel be transferred by the City to the EDC and the City CG Parcels be transferred to the USCG pursuant to the terms of the Exchange Agreement; and (ii) the Waterfront Omitted Parcels be transferred to the EDC (collectively the "EDC Request"); and

WHEREAS, the Recreation Department has determined that, following the completion of the Conversions, the Conversion Parcels will be "surplus" to its needs; and

WHEREAS, the Finance Director seeks the approval of Detroit City Council of the transfer of jurisdictional control of the Conversion Parcels to PDD; and

WHEREAS, PDD has jurisdictional control over Waterfront Omitted Parcels; and

WHEREAS, PDD has investigated current and potential uses of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels, has determined such parcels are not currently used by the City and are not essential to the City, and, consistent with Section 14-8-4 of the City Code, recommends to this Honorable Body that each of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels be declared "surplus real property"; and

WHEREAS, the Detroit City Council has determined that the transfer of the Lighthouse Depot Property to the EDC for \$1.00 pursuant to a land transfer agreement, and the transfer of the City CG Parcels to the USCG pursuant to the Exchange Agreement, (i) are consistent with the objectives set forth in the Mt. Elliot Project Plan, (ii) are in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, supporting the reclamation of the riverfront for the citizens of Detroit, and supporting the economic growth of the City by enhancing public spaces and property values in and around the Mt. Elliot Project Area; and

WHEREAS, the form of the land transfer agreement incorporating the terms and conditions upon which the Lighthouse Depot may be transferred to the EDC (the "Mt. Elliot LTA") is attached hereto as Exhibit E; and

WHEREAS, the Detroit City Council has determined that the transfer of the Waterfront Omitted Parcels and the Chene Conversion Parcel to the EDC for \$1.00 pursuant to an amendment to the Waterfront LTA (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, attracting and providing for gainful employment opportunities for the citizens of the City of Detroit and advancing economic prosperity of the City and its citizens by attracting new or retaining commercial enterprises and residents in the City, all of which will enhance the tax base of the City; and

WHEREAS, following the consummation of the transactions contemplated by the Exchange Agreement, the EDC seeks to transfer and convey to the City pursuant to an amendment to the Waterfront LTA, that portion of the CG Atwater parcel depicted on Exhibit B-1 and legally described on Exhibit B-6 (the "Riverwalk Parcel") that is anticipated to be used for the Riverwalk; and

WHEREAS, the Environmental Affairs division of the City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel; and

WHEREAS, the Detroit City Council has determined that the acquisition of the Riverwalk Parcel (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by further enhancing the Detroit Riverfront for the benefit of the public; and

WHEREAS, the form of the amendment to the Waterfront LTA incorporating the terms and conditions upon which the Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred to the EDC and the Riverwalk Parcel may be transferred to the City (the "Waterfront LTA Amendment") is attached hereto as Exhibit G; and

NOW THEREFORE, BE IT RESOLVED, that the Conversion of the Conversion Parcels is hereby approved and the Director of the Recreation Department is authorized to execute and deliver such instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further,

RESOLVED, that the transfer of jurisdictional control of the Conversion Parcels from the Recreation Department to PDD is hereby approved; and be it further

RESOLVED, that the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, Atkinson Field, and the Waterfront Omitted Parcel are hereby declared to be surplus real property; and be it further

RESOLVED, that the Lighthouse Depot Property may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Mt. Elliot Project Plan, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; and be it further

RESOLVED, that Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Waterfront East Project Plan, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and be it further

RESOLVED, that the City may acquire the Riverwalk Parcel from the EDC, pursuant to the terms and conditions of the Waterfront LTA; and be it further

RESOLVED, that the Director of the Planning and Development Department is authorized to execute and deliver to the EDC the Mt. Elliot LTA and the Waterfront LTA Amendment, substantially in the form attached hereto as Exhibits F and G, respectively, and to execute and deliver such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further

RESOLVED, that the Mt. Elliot LTA and the Waterfront LTA Amendment will be considered confirmed when executed by the Director of the Planning and Development Department and approved by the Corporation Counsel; and be it further

RESOLVED, that the Exchange Agreement and its execution by the Director of the Recreation Department is hereby authorized, ratified and approved, and be it further,

RESOLVED, that the City CG Parcels may be transferred and conveyed to the USCG upon the terms and conditions set forth in the Exchange Agreement; and be it further

RESOLVED, that the Director of the PDD is authorized to execute and deliver to the USCG such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes of the Exchange Agreement; and be it further

RESOLVED, that the Emergency Manager of the City of Detroit is authorized, in accordance with Section 19(2) of Public Act 436 of 2012, to transfer (i) to the EDC the Lighthouse Depot Property, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; (ii) to the EDC, the Waterfront Omitted Parcels and the Chene Conversion Parcel, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and (iii) to the USCG, the City CG Parcels, in accordance with and subject to the terms and conditions of the Exchange Agreement.

OMB No. 1024-0033

Expires 08/31/2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Michigan

Project Amendment No. 7

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 26-01024 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of MICHIGAN pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

The project is amended to remove approximately 2.46 acres affected by the partial conversion from Mt. Elliot Park, Detroit, Wayne County, Michigan, leaving approximately 6.09 acres available for outdoor recreation. The replacement property is approximately 10.74 acres added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial Park) along the Detroit River.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By [Signature]
(Signature)

(Title)

National Park Service
United States Department of the Interior

Date 12/18/2013

STATE
[Signature]
MICHIGAN
(State)

By [Signature]
(Signature)

Samuel Duncan, IV

(Name)

LWCF Program Manager

(Title)

Paperwork Reduction Act Statement: This form is authorized by the Land and Water Conservation Act of 1965 (LWCF Act) (16 U.S.C. 4601-4 et seq.). Your response is required to obtain or retain a benefit. We use this information to document changes made to original grant agreements. Your response is not valid OMB control number is displayed. We estimate that it will take 3 hours to complete this form, including time necessary to review instructions, gather data and review the form. You may direct comments regarding the burden estimate or any other aspect of the form to State and Local Assistance Programs, 1849 C Street N.W., Mail Stop 2225, Washington DC 20240

CFDA 15.916, Outdoor Recreation Acquisition,
Development and Planning



Michigan Department of Natural Resources - Grants Management

**LAND AND WATER CONSERVATION FUND
AMENDMENT TO PROJECT AGREEMENT
DUE TO CONVERSION**

Grantee:	<u>City of Detroit</u>
Project Title:	<u>Chene Park Development</u>
Project Location:	<u>Chene Park, City of Detroit, Wayne County</u>
Project and Amendment Number:	<u>26-01120, Amendment #2</u>

This amendment to the Agreement listed above, entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the CITY of DETROIT in the COUNTY of WAYNE ("GRANTEE"), is to resolve a conversion of a grant-assisted site, indicated above at Project Location.

The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

"Project area" as defined by the grant listed above is revised as shown and described in Appendix A to this amendment. This amendment deletes .72 acres from the project area of the original Agreement or as may have been revised by previous amendment. This leaves approximately 9.33 acres available for outdoor recreation.

"Mitigation area" has been secured by the GRANTEE, as documented by the GRANTEE and approved by the DEPARTMENT. The mitigation area consists of 10.74 acres, added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial State Park) along the Detroit River, as shown and described in Appendix B to this amendment. The long-term obligations of the Land and Water Conservation Fund apply to the mitigation area.

All other provisions of the Agreement shall be continued in full force and effect.

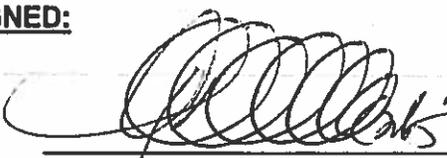
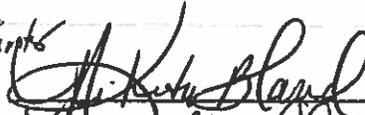
The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

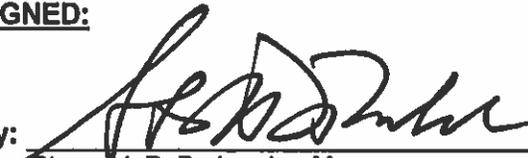
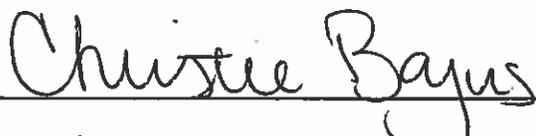
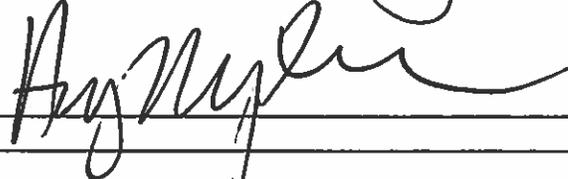
This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement as Appendix C. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE.

By signature of this amendment, the GRANTEE certifies that: (please check appropriate box below)

- Approval of the amendment by its governing body is not required.
- The amendment has been approved by resolution, true copy attached.

Project and Amendment Number: 26-01120, Amendment #2

GRANTEE	
SIGNED:	WITNESSED:
By: <u> Alicia Atkins</u>	By: <u> Nikita Blonds (Nikita Blonds)</u>
Title: <u>Director</u>	By: <u> Dymetta Shaw (Dymetta Shaw)</u>
Date: <u>9/29/14</u>	

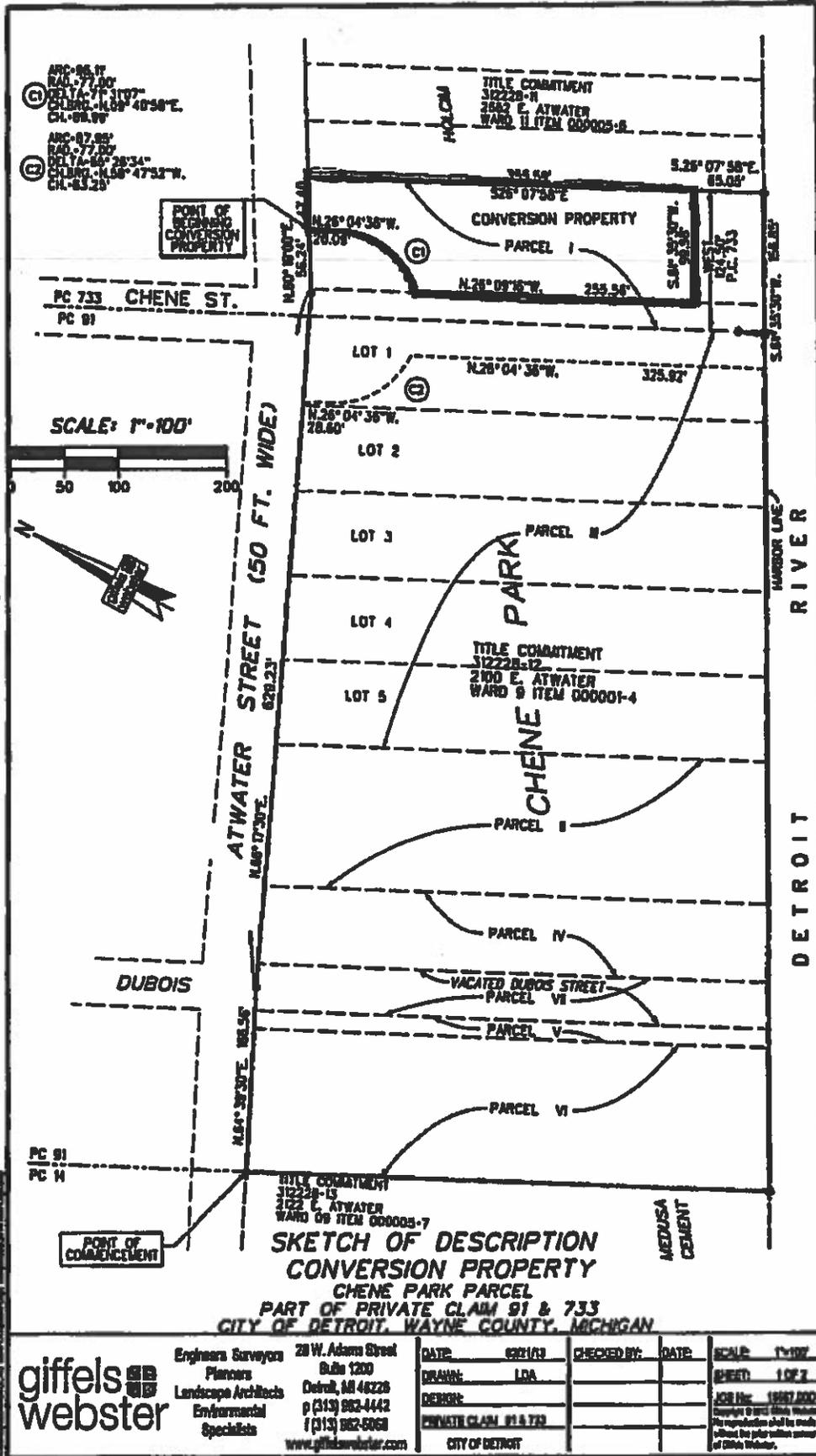
MICHIGAN DEPARTMENT OF NATURAL RESOURCES	
SIGNED:	WITNESSED:
By: <u> Steven J. DeBrabander, Manager Grants Management</u>	By: <u> Christie Bayus</u>
EFFECTIVE DATE: <u>Oct 23, 2014</u>	By: <u> Arj Nylén</u>

APPENDIX A

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01120, Amendment #2**

**Legal Description and Boundary Map of the REVISED Project Area
Due to Conversion**

Handwritten signature
 11/20/14



Handwritten signature
 11/22/14

PROPERTY DESCRIPTION

Chene Park Parcel

WARD *09, ITEM *000001-4

(Per Title Commitment Number 312228-12, Prepared by First American Title Insurance Company, Dated January 26, 2004)

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

PARCEL I: West 124.50 feet of Chene Farm Private Claim 733 lying South of and adjacent to Atwater Street (50 feet wide).

PARCEL II: Lots 1 through 5, inclusive, Block 1, Subdivision of Port of James Compau Farm of the East 1/2 of Private Claim 91, according to the plat thereof recorded in Liber 2 of Plots, Page 17, Wayne County Records, excepting therefrom that portion of the above described premises, described as: A triangular strip of land described as commencing at the Southeastly corner of said Parcel 1, thence Southwesterly along the U.S. Harbor line, 2.65 feet; thence Northeasterly 24-1/2 feet to a point on the East line of said Parcel 1; thence Southeastly along the East line of said Parcel 1 to the point of beginning.

PARCEL III: The Easterly 129 feet and 4 inches of the West 1/2 of Private Claim 91, Commonly known as The Dubois Farm, lying between the Southerly line of Atwater Street, as established, and the channel bank of the Detroit River.

PARCEL IV: The West 70.34 feet of the East 198.34 feet of that part of the Dubois Farm of the West 1/2 of Private Claim 91, City of Detroit, Wayne County, Michigan lying East of and adjoining the East line of Dubois Street as now established, and South of and adjoining the South line of Atwater Street, 50 feet wide, as now established.

PARCEL V: All that part of the Dubois Farm lying between Dubois Street and the East line of the West 1/3 of the Dubois Farm and between Atwater Street and the channel bank of the Detroit River.

PARCEL VI: The West 1/3 part of the Dubois Farm, lying between Atwater Street and the Detroit River having a frontage of 129 feet more or less on Atwater Street and extending back the same width to the Detroit River channel bank.

PARCEL VII: Together with all right and title in vacated Dubois Street between Atwater Street and the Detroit River pursuant to and subject to the conditions set forth in action of the Common Council of the City of Detroit by Resolution adopted October 22, 1963, J.C.C. Pages 2679-80 and recorded in Liber 15191, page 583, Register No. E-823384.

More commonly known as: 2200 E. Atwater

CONVERSION PROPERTY

CHENE PARK CONVERSION PARCEL

CONVERSION PARCEL IN THE CITY OF DETROIT, COUNTY OF WAYNE AND STATE OF MICHIGAN, PART OF THE WEST 124.50 FEET OF CHENE FARM PRIVATE CLAIM 733 LYING SOUTH OF AND ADJACENT TO ATWATER STREET (50 FEET WIDE).

BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE SOUTH LINE OF ATWATER STREET (50 FT WIDE) AND THE WEST LINE OF PRIVATE CLAIM 91; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTH LINE OF ATWATER STREET: (1) N.64°39'30"E., 166.56 FEET AND (2) N.66°17'30"E., 629.23 FEET; AND (3) N.60°19'00"E., 56.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N.60°19'00"E., 47.40 FEET; THENCE S.26°07'58"E., 355.59 FEET; THENCE S.61°35'30"W., 99.98 FEET; THENCE N.26°09'16"W., 255.56 FEET; THENCE ALONG A CURVE TO LEFT 96.11 FEET SAID CURVE HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 71°31'07" AND A LONG CHORD BEARING OF N.09°40'58"E., 89.99 FEET; THENCE N.28°04'36"W., 28.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.717 ACRE.

SKETCH OF DESCRIPTION CONVERSION PROPERTY

CHENE PARK PARCEL
PART OF PRIVATE CLAIM 91 & 733
CITY OF DETROIT, WAYNE COUNTY, MICHIGAN

K:\Drawings\AutoCAD Templates\New Logo_Template.dwg, 1/14/11, 10:44:44 AM



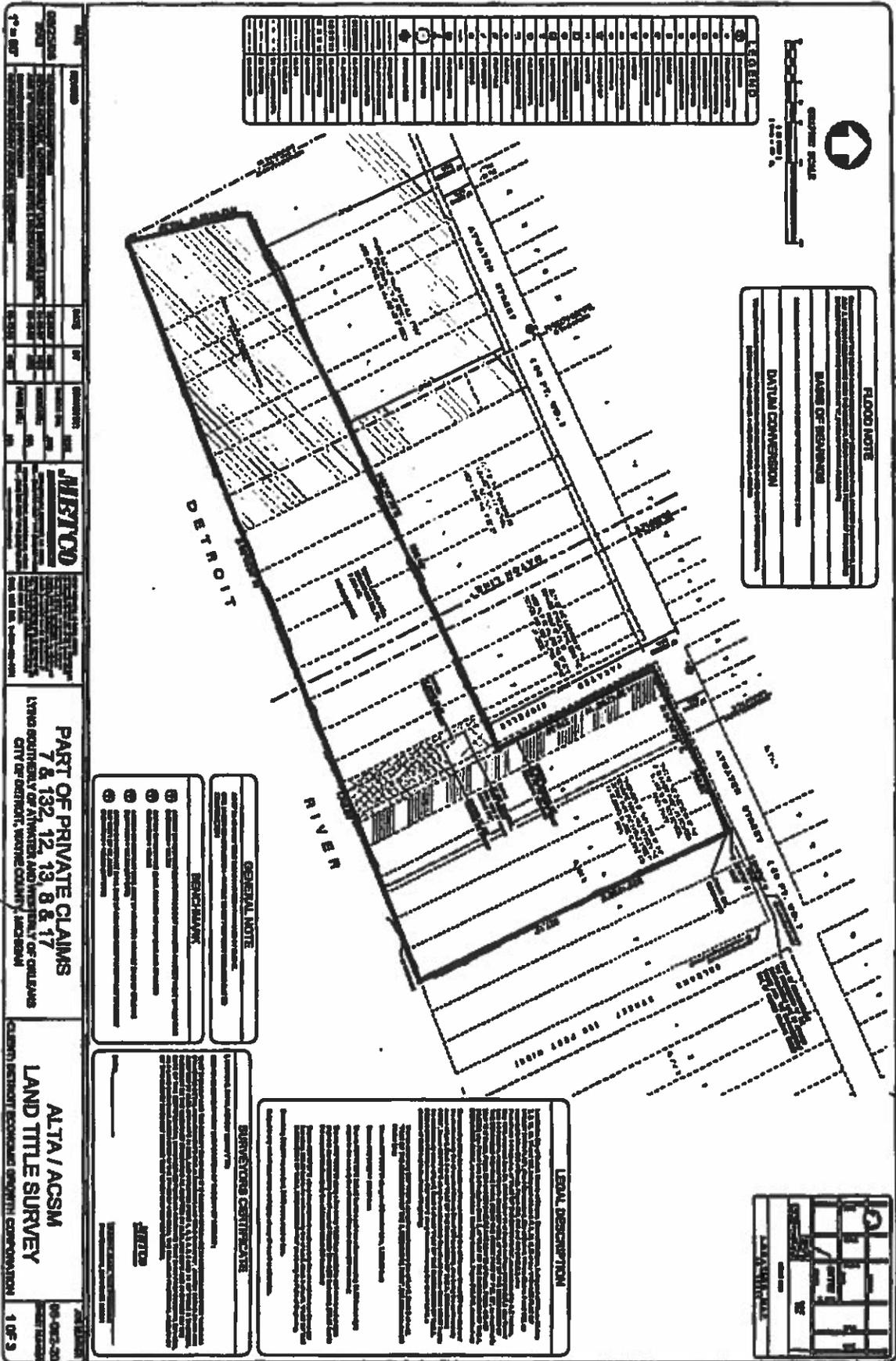
Engineers Surveyors
Planners
Landscape Architects
Environmental
Specialists
28 W. Adams Street
Suite 1200
Detroit, MI 48226
p (313) 962-4442
f (313) 962-5068
www.giffelswebster.com

DATE:	02/21/13	CHECKED BY:	DATE:	SCALE:	NA
DRAWN:	LDA			SHEET:	2 OF 2
DESIGN:				JOB No:	16667
PRIVATE CLAIM	81 & 733			Copyright © 2013 Giffels Webster. No reproduction shall be made without the prior written consent of Giffels Webster.	
CITY OF DETROIT					

APPENDIX B

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01120, Amendment #2**

Legal Description and Boundary Map of the Mitigation Area



Mitigation

7/1/22/01
Henry Hayden

4/1/22/01
Henry Hayden

11.659 Acres

DATE	PROJECT	CLIENT	SCALE	JOB NO.	DATE	PROJECT	CLIENT	SCALE	JOB NO.
7/1/22	ALTA / ACSM LAND TITLE SURVEY	ALTA / ACSM LAND TITLE SURVEY	1" = 100'	11.659 ACRES	7/1/22	ALTA / ACSM LAND TITLE SURVEY	ALTA / ACSM LAND TITLE SURVEY	1" = 100'	11.659 ACRES

NO.	DESCRIPTION	DATE	BY
1	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
2	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
3	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
4	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
5	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
6	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
7	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
8	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
9	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
10	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden

NO.	DESCRIPTION	DATE	BY
1	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
2	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
3	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
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8	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
9	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
10	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden

FLOOD NOTE
 THIS SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE FLOODING REGULATIONS OF THE STATE OF MICHIGAN. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE SUBJECT PROPERTY AND THE ADJACENT AREAS TO DETERMINE THE PRESENCE OF FLOODING. NO FLOODING WAS OBSERVED AT THE TIME OF THE SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR FLOODING THAT MAY OCCUR AT A LATER DATE.

BASE OF BEARING
 THE SURVEY WAS CONDUCTED USING THE 1983 NAD 83 DATUM.

DATUM CONVERSION
 THE SURVEY WAS CONDUCTED USING THE 1983 NAD 83 DATUM.

NO.	DESCRIPTION	DATE	BY
1	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
2	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
3	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
4	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
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8	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
9	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden
10	ALTA / ACSM LAND TITLE SURVEY	7/1/22	Henry Hayden

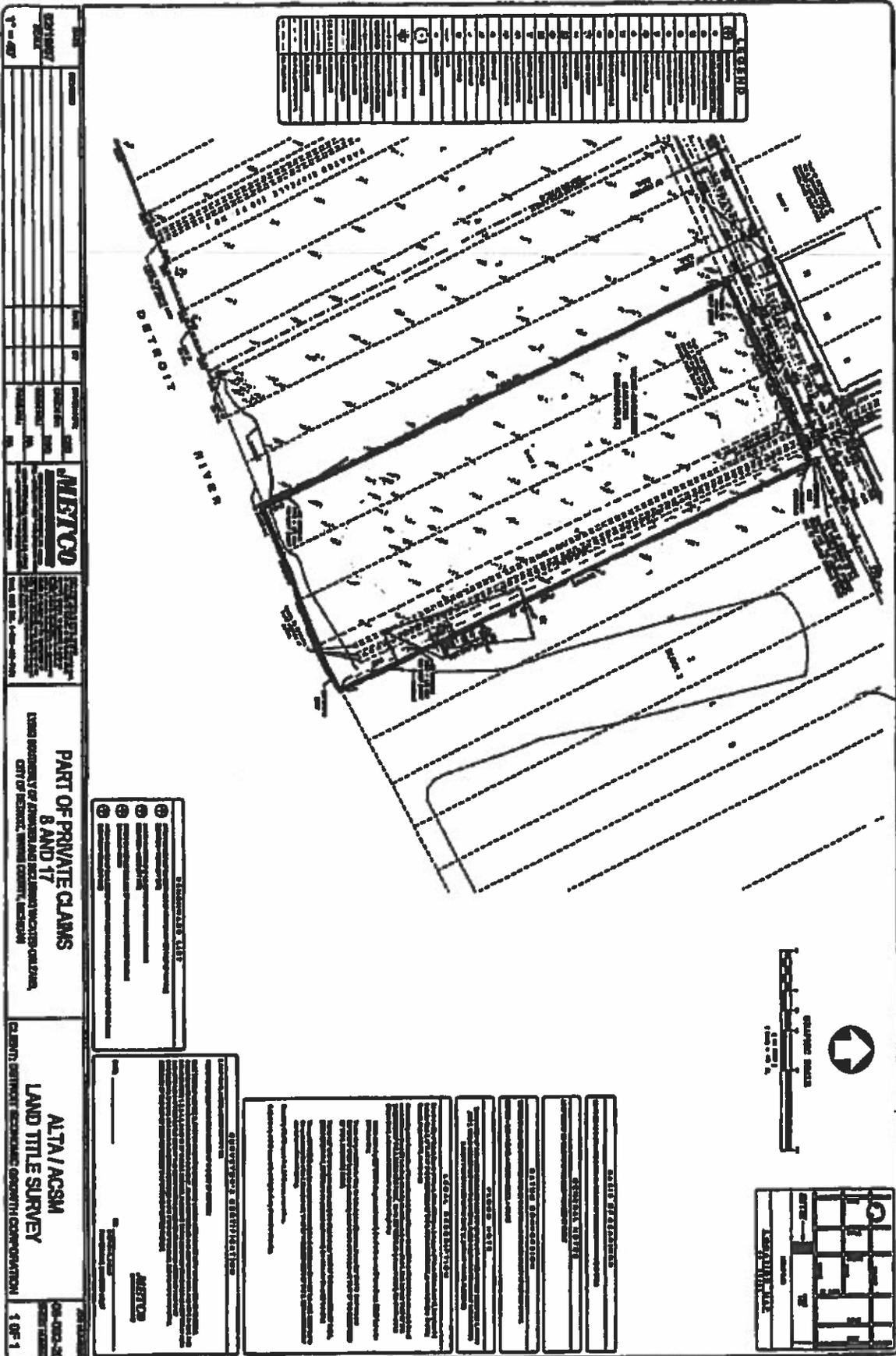
LEGAL DESCRIPTION
 THE SURVEYED AREA IS DESCRIBED AS FOLLOWS: [Detailed legal description text]

SURVEYING CERTIFICATE
 I, the undersigned, being a duly licensed Professional Surveyor in the State of Michigan, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client.

Henry Hayden
 Professional Surveyor

PART OF PRIVATE CLAIMS
 7 & 132 12 13 8 & 17
 LYONS ACQUISITION OF ALTIMA AND WYOMING OF CHILMARK
 CITY OF DETROIT, MICHIGAN COUNTY, MICHIGAN

ALTA / ACSM LAND TITLE SURVEY
 CLIENT INTEREST: [Detailed description of client interest]



Ally Wright
11/22/14

Mitigation

[Signature]
10/20/14

2,445 Area

<p>LEGEND</p> <table border="1"> <tr><td>1</td><td>...</td></tr> <tr><td>2</td><td>...</td></tr> <tr><td>3</td><td>...</td></tr> <tr><td>4</td><td>...</td></tr> <tr><td>5</td><td>...</td></tr> <tr><td>6</td><td>...</td></tr> <tr><td>7</td><td>...</td></tr> <tr><td>8</td><td>...</td></tr> <tr><td>9</td><td>...</td></tr> <tr><td>10</td><td>...</td></tr> <tr><td>11</td><td>...</td></tr> <tr><td>12</td><td>...</td></tr> <tr><td>13</td><td>...</td></tr> <tr><td>14</td><td>...</td></tr> <tr><td>15</td><td>...</td></tr> <tr><td>16</td><td>...</td></tr> <tr><td>17</td><td>...</td></tr> <tr><td>18</td><td>...</td></tr> <tr><td>19</td><td>...</td></tr> <tr><td>20</td><td>...</td></tr> <tr><td>21</td><td>...</td></tr> <tr><td>22</td><td>...</td></tr> <tr><td>23</td><td>...</td></tr> <tr><td>24</td><td>...</td></tr> <tr><td>25</td><td>...</td></tr> <tr><td>26</td><td>...</td></tr> <tr><td>27</td><td>...</td></tr> <tr><td>28</td><td>...</td></tr> <tr><td>29</td><td>...</td></tr> <tr><td>30</td><td>...</td></tr> <tr><td>31</td><td>...</td></tr> <tr><td>32</td><td>...</td></tr> <tr><td>33</td><td>...</td></tr> <tr><td>34</td><td>...</td></tr> <tr><td>35</td><td>...</td></tr> <tr><td>36</td><td>...</td></tr> <tr><td>37</td><td>...</td></tr> <tr><td>38</td><td>...</td></tr> <tr><td>39</td><td>...</td></tr> <tr><td>40</td><td>...</td></tr> <tr><td>41</td><td>...</td></tr> <tr><td>42</td><td>...</td></tr> <tr><td>43</td><td>...</td></tr> <tr><td>44</td><td>...</td></tr> <tr><td>45</td><td>...</td></tr> <tr><td>46</td><td>...</td></tr> <tr><td>47</td><td>...</td></tr> <tr><td>48</td><td>...</td></tr> <tr><td>49</td><td>...</td></tr> <tr><td>50</td><td>...</td></tr> </table>		1	...	2	...	3	...	4	...	5	...	6	...	7	...	8	...	9	...	10	...	11	...	12	...	13	...	14	...	15	...	16	...	17	...	18	...	19	...	20	...	21	...	22	...	23	...	24	...	25	...	26	...	27	...	28	...	29	...	30	...	31	...	32	...	33	...	34	...	35	...	36	...	37	...	38	...	39	...	40	...	41	...	42	...	43	...	44	...	45	...	46	...	47	...	48	...	49	...	50	...	<p>GENERAL NOTE</p> <p>LEGAL DESCRIPTION</p> <p>SURVEYORS CERTIFICATE</p> <p>DATE</p>	
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<p>MEMO</p> <p>VACATED DECLINORE AVENUE</p> <p>ALTA / ACSM</p> <p>LAND TITLE SURVEY</p> <p>CLIENT: BENTON ECONOMIC GROWTH CORPORATION</p>		<p>DETAIL</p> <p>SECTION 16</p> <p>TOWNSHIP 36 N</p> <p>RANGE 12 E</p> <p>CO. STATE</p>																																																																																																					

Mitigation
5/12/21
10/22/14
Haley Meyer

1/26/14

.649 Acres

F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 7, 8, 12, 13, 17 and 132, being part of Lots I, K, L, M, N, O of the "PRIVATE PLAT OF MULLET FARM PLAT", (front concession) City of Detroit, Private Claims 7 and 132, as recorded in Liber 226 of deeds, Pages 439, 440 and 442 (W.C.R.); also Part of Lots 1-6 inclusive of "PLAT OF THE GUOIN FARM", as subdivided by A. E. Hathor, May 1836, recorded June 20, 1836 in Liber 11 of deeds on Page 596 (W.C.R.); also Part of Lots 1-6 inclusive, vacated Riopelle Street (39 feet wide), of "PLAT OF THE SUBDIVISION OF THE DOMINIQUE RIOPELLE FARM, BEING EH FRONT PART OF P.C. 13.", as recorded in Liber 15 of deeds, Pages 394 and 395 (W.C.R.) and Liber 25 of deeds, Pages 405-407 (W.C.R.); also Part of Lots 2-5 inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southwesterly line of Atwater Street (50 feet wide) and the southwesterly line of vacated Orleans Street (50 feet wide), also being the northeasterly corner of Lot 6, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 64d 47' 57" E along the southeasterly line of said Atwater Street 149.97 feet to the northeasterly corner of Lot 5, Block 2, of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S25d 10' 59" E along the northeasterly line of said Lot 5, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the U. S. Harbor Line; thence S68d 09' 50" W along the said U. S. Harbor Line 1,202.09 feet; thence N13d 04' 02" W 190.62 feet; thence N64d 47' 33" E 898.46 feet to a point on a line measuring 11.00 feet at right angles to the easterly line of vacated Riopelle Street (39 feet wide); thence N26d 42' 05" W along a line being 11.00 feet parallel to and measured at right angles to the northeasterly line of vacated Riopelle Street (39 feet wide), 270.55 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 57" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 268.82 feet to the northeasterly line of Lot 5, Block 2 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.

F. Legal Description

The legal description of the subject property as provided by the client is as follows:

Land in the City of Detroit, County of Wayne, State of Michigan, being:

Part of Private Claims 8 and 17, being Lots 6 - 8 of inclusive Block 2 of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", as recorded in Liber 10 of City Records, Pages 715-717, described as:

Commencing at the intersection of the southeasterly line of Atwater Street (50 feet wide) and the northeasterly line of vacated Orleans Street (50 feet wide), also being the northwesterly corner of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", thence S 25d 10' 59" E along the northeasterly line of said vacated Orleans Street, a distance of 10.00 feet to the point of beginning.

Thence continuing thence S25d 10' 59" E along the northeasterly line of said vacated Orleans Street, 535.89 feet to the U. S. Harbor Line; thence along the U. S. Harbor Line the following two (2) courses, thence S 61d 35' 46" W, 26.04 feet; thence S 68d 09' 50" W 174.04 to the southwesterly corner of said Lot 6, Block 2, of "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", of feet; thence N 25d 10' 59" W along the southwesterly line of Lot 6 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 527.12 feet to the proposed southeasterly right of way line of Atwater Street (60 feet wide); thence N 64d 47' 53" E along the proposed southeasterly right of way line of Atwater Street (60 feet wide) 199.96 feet to the southeasterly line of Lot 1, Block 3 of said "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM" also being the place of beginning.

GENERAL NOTE

AS OF 03-19-06 NO TITLE WORK HAS BEEN PROVIDED BY CLIENT.

LEGAL DESCRIPTION

Land in the City of Detroit, County of Wayne, State of Michigan, being part of Private Claims 8 and 17 and 90, being that part of vacated Dequindre Avenue (60 feet wide) lying between the southeasterly line of Franklin Street (50 feet wide) and the northwesterly line of Atwater Street (50 feet wide), more particularly described as:

Beginning at the intersection of the southeasterly line of said Franklin Street and the northeasterly line of vacated Dequindre Avenue (60 feet wide) also being the northwesterly corner of Lot 16 of, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 76 (W.C.R.), Thence $S26^{\circ}07'36''E$ along the northeasterly line of said vacated Dequindre Avenue and the southwesterly line of Lots 16.9 and a Public Alley (20 feet wide) of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM", also Lot 1 and Guoin Street of, "RE-SUBDIVISION OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BETWEEN GUOIN AND ATWATER STS, WITHERELL FARM", between Jefferson Avenue and Atwater Street, as recorded in Liber 1 of Plats on Page 302 (W.C.R.), 471.72 feet to the southwesterly corner of said Lot 1 also being the northwesterly line of said Atwater Street

Thence $S64^{\circ}39'33''W$ along the northwesterly line of said Atwater Street, 60.01 feet to the southeasterly corner of Lot 6 Block 4 of, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", recorded in Liber 10, Pages 715-717:

Thence $N25^{\circ}34'55''W$, 200.56 feet to a point along the southeasterly line of Guoin Street (50 feet wide):

Thence $N28^{\circ}18'14''W$, 50.06 feet to the southeasterly corner of said Lot 6, Block 7, of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", also being the intersection of the northwesterly line of said Guoin Street with the southwesterly line of said Vacated Dequindre Avenue:

Thence $N26^{\circ}07'36''W$ along the southwesterly line of said vacated Dequindre Avenue also being the northeasterly line of Lots 5 and 6 Block 7 of said, "PLAT OF THE SUBDIVISION OF THE A. DEQUINDRE FARM", 216.61 feet to the northeasterly corner of said Lot 5 Block 7, also being the southeasterly line of said Franklin Street:

Thence $N59^{\circ}51'31''E$ along the southeasterly line of said Franklin Street, 60.15 feet to the northeasterly line of said vacated Dequindre Avenue also being the northwesterly corner of Lot 16 of said, "SUBDIVISION OF LOT NO. 1, WITHERELL FARM" and the point of beginning.

Containing 6.641 Acres, (27,914.663 Sq. Ft.) more or less.

Subject to any and all easements and rights-of-way of record or otherwise.

APPENDIX C

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT and AMENDMENT 26-01120, Amendment #2**

Local Resolution, if Required by Local Regulation

for full copy of
Resolution see
26 - 00757

TRUE COPY CERTIFICATE

Form C of D-16-CR

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

Janice M. Winfrey

I,

, City Clerk of the City of Detroit, in said

State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION

APPROVED BY THE EMERGENCY MANAGER FOR THE CITY OF DETROIT ON

Thursday, July 24, 2014

IN ACCORDANCE WITH EM ORDER NO. 3 DATED APRIL 11, 2013

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 21st

day of August A.D. 2014

Janice M. Winfrey
CITY CLERK

GL

19

CITY OF DETROIT
RECREATION DEPARTMENT
ADMINISTRATION OFFICE

18100 MAYBROS
DETROIT, MICHIGAN 48235
PHONE 313-224-1100
FAX 313-224-3544
WWW.DETROITMI.GOV

To: Honorable City Council

From: Trisha Stein, Interim Director
Planning and Development Department

Alicia Minter, Director
Recreation Department

John Naglick, Director
Finance Department

*Town Council
always excel - Planning & Dev.
Mayor's office*

Date: June 24, 2014

RE: Declaration of surplus and transfer of property from the Planning & Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard

Honorable City Council:

This is a joint request by the City's Recreation Department, Planning and Development Department ("PDD") and Finance Department to this Honorable Body to provide such approvals as may be necessary to effectuate the following, all as further described below: (i) the transfer of certain City-owned property to the United States Coast Guard (the "USCG") and the Economic Development Corporation of the City of Detroit (the "EDC"); (ii) the transfer of certain riverfront property to the City from the EDC in order to connect the Riverwalk; and (iii) the approval of the conversion of certain City-owned federally designated park space.

By way of background, the EDC is a public body corporate established by ordinance adopted by the City Council in 1976 pursuant to Act 338, Public Acts of Michigan, 1974 (the "EDC Act") for purposes of assisting local industrial and commercial enterprises to strengthen and revitalize the economy of the City of Detroit and the State of Michigan. The EDC is governed by a Board of Directors made up of members appointed by the Mayor of the City of Detroit, with the advice and consent of the City Council. Pursuant to the EDC Act, the EDC may, among other things, implement development projects in specified project areas in accordance with project plans that have been approved by the City Council. Pursuant to the EDC Act, the City may transfer property to the EDC for less than fair market value and, likewise, the EDC may transfer property for less than fair market value. Historically, the City and the EDC have found this flexibility to provide a useful tool for incentivizing economic development projects and for filling gaps in financing models available for such projects.

On May 6, 2008, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"), the project area for which is shown on Exhibit A (the "Mt. Elliot Project Area"). The Mt. Elliot Project Plan contemplates, among other things, the City's transfer of certain City-owned land located in the Project Area to the United States Coast Guard (the "USCG") to accommodate the

EDC/U.S. Coast Guard Declaration

June 24, 2014

Page 2 of 4

Project Plan"), the project area for which is shown on Exhibit B (the "Waterfront Project Area"). The Waterfront East Project Plan contemplates, among other things, that the City will retain ownership of certain parts of the Waterfront Project Area, including the area necessary for the Riverwalk, for public access and other public purposes, and transfer all areas not utilized for public access and other public purposes to the EDC for \$1.00 for purposes of implementing the Waterfront East Project Plan.

Requests for Transfer of City-Owned Property

Consistent with the Mt. Elliot Project Plan and the Waterfront East Project Plan, the EDC has requested the transfers of certain City-owned properties as described below. The Recreation Department has relinquished jurisdictional control over those requested parcels currently under its jurisdictional control and the Planning and Development Department ("P&DD") seeks to have these properties declared to be surplus to accommodate their transfer to the USCG and/or EDC, as further described below.

1. **Transfer to USCG of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 1 & 2 on Exhibit A-1) (collectively, the "City CG Parcels")**

In January, 2011, the City, the EDC, and the USCG entered into a certain Exchange Agreement (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the above-referenced parcels. In exchange, the USCG will transfer to the EDC a USCG-owned parcel located in the Waterfront Project Area (Shown as "Coast Guard Atwater Parcel" on Exhibit B-1) to enable the EDC to assemble a prime development site for purposes of implementing the Waterfront East Project Plan. Thereafter, as further described below, the EDC will transfer a portion of said parcel to the City to close a gap in the Riverwalk. In order for the Exchange Agreement to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the City CG Parcels to PDD, (ii) declare the CG Parcels surplus, and (iii) approve and ratify the Exchange Agreement.

2. **Transfer to EDC of City-owned land in the Mt. Elliot Project Area (Shown as Parcels 3 & 4 on Exhibit A-1) (collectively, the "Lighthouse Depot Property")**

The Lighthouse Depot buildings are not currently being used by the City. The new Riverfront Conservancy Pavilion, located elsewhere in Mt. Elliott Park is expected to provide recreation center amenities to the public. The buildings and the related adjacent parking are contemplated by the Mt. Elliot Project Plan for transfer to the EDC to facilitate an adaptive commercial development reuse of the buildings. In order for the transfer of Lighthouse Depot Property to the EDC to be consummated, the City Council must (i) consent to the transfer of jurisdictional control of the Lighthouse Depot Property to PDD, (ii) declare the Lighthouse Depot Property surplus, (iii) and approve a new land transfer agreement between the City and the EDC for the transfer of the Lighthouse Depot Property.

3. **Transfer to EDC of City-owned land in the Waterfront Project Area (Shown on Exhibit B-1 as Parcel 10 and Parcel 14, collectively, the "Waterfront Omitted Parcels")**

EDC/U.S. Coast Guard Declaration
 June 24, 2014
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Pursuant to the Waterfront East Project Plan, all City-owned land in the Waterfront Project Area, other than land to be retained for public access and other public purposes, would be transferred to the EDC for purposes of implementing the Waterfront East Project Plan. In 2006, the City transferred such property to the EDC pursuant to a land transfer agreement approved by the City Council in 2005 (the "Waterfront LTA"). Since such time, the EDC has been actively pursuing the redevelopment of the Waterfront Project Area, including the recent redevelopment of the Globe Trading Building to hold the Michigan Department of Natural Resources' ("MDNR") planned outdoor adventure center. Recently, while conducting title review for a planned residential development consisting of approximately 290 units over five formerly owned-City blocks, it was discovered that (i) the City-owned parcel identified as "Parcel 40" was approved by the City Council for transfer to the EDC but inadvertently omitted from the related land transfer agreement, and (ii) the City-owned parcel identified as "Parcel 44" was inadvertently omitted from the 2005 City Council land transfer approvals. These parcels are integral to the redevelopment of the Waterfront Project Area. The transfer of the Waterfront Omitted Parcels to the EDC requires your Honorable Body declare the Waterfront Omitted Parcels surplus and approve the transfer of the Waterfront Omitted Parcels pursuant to an amendment to the Waterfront LTA.

4. **Transfer to EDC of a portion of Chene Park in the Waterfront Project Area (Shown on Exhibit B-1 as "Chene Conversion Parcel")**

The easternmost 100' of Chene Park presently holds a soundproofing berm that is no longer necessary due to the relocation of the neighboring cement company. Under the Waterfront East Project Plan, the Chene Conversion Parcel would be re-zoned and transferred to the EDC. When combined with the adjacent former cement silo site already owned by the EDC and with the USCG-owned property to be transferred to the EDC under the Exchange Agreement, it will allow the creation of a prime Waterfront development site. The transfer of the Chene Conversion Parcel to the EDC requires your Honorable Body (i) consent to the transfer of jurisdictional control of the Chene Conversion Parcel to PDD, (ii) declare the Chene Conversion Parcel surplus, and (iii) approve the transfer of the Chene Conversion Parcel pursuant to an amendment to the Waterfront LTA.

Request for Transfer to City of EDC-Owned Property

Subject to the consummation of the Exchange Agreement, the EDC and the Recreation Department seek approval of the transfer by the EDC to the City of a portion of the Coast Guard Atwater Parcel (Shown as "Riverwalk Parcel" on Exhibit B-1). The acquisition by the City of the Riverwalk Parcel will fill a gap in the Riverwalk between Chene Park and Stroh's River Place. City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel. The transfer of the Riverwalk Parcel to the City requires that your Honorable Body approve the transfer of the Riverwalk Parcel to the City pursuant to an amendment to the Waterfront LTA, subject to the consummation of the Exchange Agreement.

EDC/U.S. Coast Guard Declaration

June 24, 2014

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Request for Approval of Conversions

This Honorable Body's approval of a conversion process, started a number of years ago, is necessary for certain of the requested City-owned properties to be put to the uses intended hereunder. Property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required to be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and MDNR approval, such property is "converted", in which event such property will be released from such restriction and replacement or mitigation recreational property will instead assume such restriction ("Conversion").

Each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds. Further, the St. Aubin Marina, located within the Waterfront East Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof which was used in the expansion of Atwater Street between Rivard and Orleans Streets, as depicted on Exhibit D (the "Marina Parcel"). In addition, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel referred to as the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through PDD, for future development. Because the use of the Marina Parcel and the Atkinson Field changed prior to the Conversion, the City is technically not in compliance with the requirements of the Grant Funds; however, the City Council's approval of the Conversion as requested herein will remedy this issue.

The EDC and the Recreation Department previously submitted Conversion requests with respect to the Conversion Parcels to the NPS and the MDNR, proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space. The Conversion requests have been granted by both the NPS and the MDNR, subject to approval by the City Council.

We, therefore, request that your Honorable Body adopt the attached resolution (i) approving the requested transfers of jurisdiction and declarations of surplus, (ii) authorizing the above-referenced transfers of City-owned property by way of the Exchange Agreement, a Mt. Elliott Land Transfer Agreement, an amendment to the Waterfront Land Transfer Agreement, (iii) approving the City's acquisition of the Riverwalk Parcel pursuant to the terms of an amendment to the Waterfront LTA, and (iv) approving the Conversion of the Conversion Parcels.

**RESOLUTION OF DETROIT CITY COUNCIL
RELATING TO LAND TRANSFERS REQUESTED
PURSUANT TO CERTAIN ECONOMIC DEVELOPMENT CORPORATION OF
THE CITY OF DETROIT PROJECT PLANS,**

By Council Member Leland

WHEREAS, on May 6, 2008, the City Council of the City of Detroit (the "City") approved the Economic Development Corporation of the City of Detroit's (the "EDC") Amended and Restated Project Plan for the Mt. Elliot-Wight Development Project (the "Mt. Elliot Project Plan"); and

WHEREAS, the project area for the Mt. Elliot Project Plan is part of that area in the City bounded generally by Wight Street and East Jefferson Avenue on the north, the east property line of the Gabriel Richard Park property on the east, the Detroit River on the south, and the Harbortown residential development on the west, excluding the former industrial Uniroyal site, all as depicted on Exhibit A hereto (the "Mt. Elliot Project Area"); and

WHEREAS, the United States Coast Guard (the "USCG") currently owns and operates a facility within the Mt. Elliot Project Area located at 3414 Wight Street (the "Existing CG Facility"); and

WHEREAS, the former USCG Lighthouse depot building and its ancillary parking, as depicted on Exhibit A-1 and legally described on Exhibit A-2 (the "Lighthouse Depot Property") is located within the Mt. Elliot Project Area and is owned by the City; and

WHEREAS, the Mt. Elliot Project Plan contemplates, among other things, (i) the transfer by the City of certain City-owned land located in the Project Area, depicted on Exhibit A-1 and legally described on Exhibit A-3, (the "City CG Parcels"), including a portion of Mt. Elliot Park, to accommodate the expansion of the Existing CG Facility and the construction of a buoy storage area for the USCG (collectively, the "CG Project"); (ii) the transfer of the Lighthouse Depot Property to the EDC to accommodate the redevelopment thereof for public, private or combined use (the "Lighthouse Project"); and (iii) the rezoning of the City CG Parcels and the Lighthouse Depot Property from PR to SD4 to accommodate the CG Project and the Lighthouse Project, respectively; and

WHEREAS, the implementation of the CG Project and the Lighthouse Project requires the conversion of the City CG Parcels and the Lighthouse Depot Property out of federally designated parkland; and

WHEREAS, on September 14, 2005, this Honorable Body approved the EDC's Amended and Restated Project Plan for the Waterfront East Development Project (the "Waterfront East Project Plan"); and

WHEREAS, the project area for the Waterfront East Project Plan is that area in the City generally bounded by Rivard and Riopelle on the west, Chene on the east, the Detroit River Harbor Line on the south, East Jefferson Avenue on the north, and the north-south corridor running from East Jefferson to Gratiot along St. Aubin/Oleans (i.e., the Dequindre Cut Greenway), all as depicted on Exhibit B hereto (the "Waterfront Project Area"); and

WHEREAS, the Waterfront East Project Plan contemplates that all City-owned and City-acquired property in the Waterfront Project Area, other than properties retained for rights-of-way, public open spaces and other public purposes, will be transferred to the EDC and the EDC will subsequently cause the redevelopment of such properties through third party developers selected by the EDC; and

WHEREAS, pursuant to resolution of this Honorable Body dated September 14, 2005 (J.C.C. 2682-2691) (the "Original LTA Resolution"), the City and the EDC previously executed that certain Transfer of Land Agreement (East Riverfront Project) dated as of July 13, 2006, (the "Waterfront LTA") pursuant to which the City transferred to the EDC certain of the City-owned properties located within the Waterfront Project Area; and

WHEREAS, the EDC has discovered that the parcel depicted and described on Exhibit B-1 and legally described on Exhibit B-2 ("Parcel 40") was authorized to be transferred to the EDC under the Original LTA Resolution but was inadvertently omitted from the parcels identified in the Waterfront LTA and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC has discovered that the parcel depicted on Exhibit B-1 and legally described on Exhibit B-3 ("Parcel 44" and together with Parcel 40, the "Waterfront Omitted Parcels") is owned by the City and contemplated for mixed use/residential redevelopment under the ERF Project Plan but was inadvertently omitted from the Original LTA Resolution and the transfers to the EDC under the Waterfront LTA; and

WHEREAS, the EDC seeks conveyance of the Waterfront Omitted Parcels to the EDC, by way of an amendment to the Waterfront LTA, in order to consolidate such parcels with the EDC's adjacent parcels, thereby maximizing their potential for redevelopment in accordance with the Waterfront East Project Plan; and

WHEREAS, the EDC also seeks revision to the Waterfront LTA in order to provide additional clarity to potential developers and their lenders regarding title to the subject property following its development; and

WHEREAS, the Waterfront East Project Plan contemplates the re-zoning of part of the easternmost portion of Chene Park, as depicted on Exhibit B-1 and legally described on Exhibit B-4 hereto (the "Chene Conversion Parcel"), to SD4 for a residential/mixed land use; and

WHEREAS, the EDC owns the parcel immediately east of the Chene Conversion Parcel, which parcel is zoned SD4 and intended to be used for residential/mixed land use (the "EDC Chene Parcel"); and

WHEREAS, the USCG owns property located at the southeastern edge of the Waterfront Project Area, immediately to the east of the EDC Chene Parcel, as depicted on Exhibit B-1 and legally described on Exhibit B-3 (the "CG Atwater Parcel"); and

WHEREAS, the Waterfront East Project Plan contemplates the use of a portion of the CG Atwater Parcel for the Riverwalk and the remaining portion of the CG Atwater Parcel for residential/mixed land use; and

WHEREAS, the EDC seeks to obtain fee title to the Chene Conversion Parcel, by way of an amendment to the Waterfront LTA, and the CG Atwater Parcel, by way of the Exchange Agreement (as defined below) in order to consolidate the Chene Conversion Parcel, the EDC Chene Parcel, and the CG Atwater Parcel into a contiguous parcel, thereby maximizing its potential for redevelopment as contemplated by the Waterfront East Project Plan; and

WHEREAS, the City, the EDC, and the USCG entered into that certain Exchange Agreement dated January 26, 2011 attached hereto as Exhibit C (the "Exchange Agreement"), pursuant to which the City agreed to transfer to the USCG the City CG Parcels in exchange for the transfer to the EDC of the CG Atwater Parcel and the USCG agreed to transfer to the EDC the CG Atwater Parcel in exchange for the transfer of the City GC Parcels to the USCG, plus a payment of \$15,000 payable by the EDC; and

WHEREAS, the USCG was granted the specific authority to enter into the Exchange Agreement by Public Law 110-181: National Defense Authorization Act for Fiscal Year 2008, Title XXVIII, Subtitle C, Section 2845; and

WHEREAS, the transactions contemplated by the Exchange Agreement were conditioned upon, among other things, (i) the remediation by the City and the EDC of one of the City CG Parcels (the "City Remediation"); (ii) the remediation by the USCG of the CG Atwater Parcel (the "CG Remediation"); (iii) the conversion of the City CG Parcels out of federally designated parkland; and (iv) the approval of the Detroit City Council and Mayor of the Exchange Agreement; and

WHEREAS, the City Remediation has been completed through efforts of the EDC and the Detroit Riverfront Conservancy and the CG Remediation was completed by the USCG in May, 2014; and

WHEREAS, property acquired or improved using federal Land Water Conservation Funds (the "Grant Funds") are required be used exclusively for recreational purposes in perpetuity unless, with National Park Service ("NPS") and Michigan Department of Natural

Resources ("MDNR") approval, such property is "converted", in which event such property will be released from such restriction and mitigation recreational property will instead assume such restriction (the "Conversion"); and

WHEREAS, each of the City CG Parcels, the Lighthouse Depot Property, and the Chene Conversion Parcel were acquired or improved by the City using Grant Funds; and

WHEREAS, the St. Aubin Marina, located within the East Riverfront Project Area, is encumbered by Grant Funds, including an approximately 2,000 square foot portion thereof, depicted on Exhibit D and legally described on Exhibit D-1 (such portion being, the "Marina Parcel") which was used in the expansion of Atwater Street between Rivard and Orleans Streets; and

WHEREAS, the site of the former Atkinson Playfield, located near the intersection of W. Warren Avenue, Livernois Avenue and I-94 Freeway and depicted on Exhibit E and legally described on Exhibit E-1 (the "Atkinson Field" and collectively with the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Marina Parcel, the "Conversion Parcels"), remains encumbered by Grant Funds although a portion thereof was previously transferred by the City for use in the expansion of the adjacent Thyssen Steel facility pursuant to the EDC's Thyssen Steel Group project plan, approved by City Council in 1997, and the remaining portion of the Atkinson Field is being held by the City, through the Planning and Development Department ("PDD"), for future development; and

WHEREAS, the EDC and the City, through its Recreation Department (the "Recreation Department"), submitted conversion requests to the NPS and the MDNR proposing the dedication of 13.68 acres of Milliken State Park to recreational property in order to mitigate the loss of the Conversion Parcels as recreational space, and such requests have been granted, subject to approval by the Detroit City Council (collectively, the "Conversions"); and

WHEREAS, the Recreation Department is requesting the Detroit City Council's approval of the Conversions; and

WHEREAS, the Detroit City Council's approval of the Conversions will remedy the City's technical non-compliance with the Grant Funds caused by the change in the use of the Marina Parcel and Atkinson Field prior to the Conversion; and

WHEREAS, the EDC has submitted a request to the City's Recreation Department and PDD requesting that (i) following the Conversions, the Lighthouse Depot Property and the Chene Conversion Parcel be transferred by the City to the EDC and the City CG Parcels be transferred to the USCG pursuant to the terms of the Exchange Agreement; and (ii) the Waterfront Omitted Parcels be transferred to the EDC (collectively the "EDC Request"); and

WHEREAS, the Recreation Department has determined that, following the completion of the Conversions, the Conversion Parcels will be "surplus" to its needs; and

WHEREAS, the Finance Director seeks the approval of Detroit City Council of the transfer of jurisdictional control of the Conversion Parcels to PDD; and

WHEREAS, PDD has jurisdictional control over Waterfront Omitted Parcels; and

WHEREAS, PDD has investigated current and potential uses of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels, has determined such parcels are not currently used by the City and are not essential to the City, and, consistent with Section 14-8-4 of the City Code, recommends to this Honorable Body that each of the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, and the Waterfront Omitted Parcels be declared "surplus real property"; and

WHEREAS, the Detroit City Council has determined that the transfer of the Lighthouse Depot Property to the EDC for \$1.00 pursuant to a land transfer agreement, and the transfer of the City CG Parcels to the USCG pursuant to the Exchange Agreement, (i) are consistent with the objectives set forth in the Mt. Elliot Project Plan, (ii) are in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, supporting the reclamation of the riverfront for the citizens of Detroit, and supporting the economic growth of the City by enhancing public spaces and property values in and around the Mt. Elliot Project Area; and

WHEREAS, the form of the land transfer agreement incorporating the terms and conditions upon which the Lighthouse Depot may be transferred to the EDC (the "Mt. Elliot LTA") is attached hereto as Exhibit E; and

WHEREAS, the Detroit City Council has determined that the transfer of the Waterfront Omitted Parcels and the Chene Conversion Parcel to the EDC for \$1.00 pursuant to an amendment to the Waterfront LTA (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by eliminating blight, attracting and providing for gainful employment opportunities for the citizens of the City of Detroit and advancing economic prosperity of the City and its citizens by attracting new or retaining commercial enterprises and residents in the City, all of which will enhance the tax base of the City; and

WHEREAS, following the consummation of the transactions contemplated by the Exchange Agreement, the EDC seeks to transfer and convey to the City pursuant to an amendment to the Waterfront LTA, that portion of the CG Atwater parcel depicted on Exhibit B-1 and legally described on Exhibit B-6 (the "Riverwalk Parcel") that is anticipated to be used for the Riverwalk; and

WHEREAS, the Environmental Affairs division of the City's Buildings, Safety Engineering and Environmental Department has reviewed and is satisfied with the environmental condition of the Riverwalk Parcel; and

WHEREAS, the Detroit City Council has determined that the acquisition of the Riverwalk Parcel (i) is consistent with the objectives set forth in the Waterfront East Project Plan, (ii) is in the best interests of the City, and (iii) will serve a valid public purpose by further enhancing the Detroit Riverfront for the benefit of the public; and

WHEREAS, the form of the amendment to the Waterfront LTA incorporating the terms and conditions upon which the Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred to the EDC and the Riverwalk Parcel may be transferred to the City (the "Waterfront LTA Amendment") is attached hereto as Exhibit G; and

NOW THEREFORE, BE IT RESOLVED, that the Conversion of the Conversion Parcels is hereby approved and the Director of the Recreation Department is authorized to execute and deliver such instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further,

RESOLVED, that the transfer of jurisdictional control of the Conversion Parcels from the Recreation Department to PDD is hereby approved; and be it further

RESOLVED, that the City CG Parcels, the Lighthouse Depot Property, the Chene Conversion Parcel, Atkinson Field, and the Waterfront Omitted Parcel are hereby declared to be surplus real property; and be it further

RESOLVED, that the Lighthouse Depot Property may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Mt. Elliot Project Plan, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; and be it further

RESOLVED, that Waterfront Omitted Parcels and the Chene Conversion Parcel may be transferred and conveyed to the EDC for one dollar (\$1.00) for redevelopment as contemplated by the Waterfront East Project Plan, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and be it further

RESOLVED, that the City may acquire the Riverwalk Parcel from the EDC, pursuant to the terms and conditions of the Waterfront LTA; and be it further

RESOLVED, that the Director of the Planning and Development Department is authorized to execute and deliver to the EDC the Mt. Elliot LTA and the Waterfront LTA Amendment, substantially in the form attached hereto as Exhibits F and Q, respectively, and to execute and deliver such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes hereof; and be it further

RESOLVED, that the Mt. Elliot LTA and the Waterfront LTA Amendment will be considered confirmed when executed by the Director of the Planning and Development Department and approved by the Corporation Counsel; and be it further

RESOLVED, that the Exchange Agreement and its execution by the Director of the Recreation Department is hereby authorized, ratified and approved, and be it further,

RESOLVED, that the City CG Parcels may be transferred and conveyed to the USCG upon the terms and conditions set forth in the Exchange Agreement; and be it further

RESOLVED, that the Director of the PDD is authorized to execute and deliver to the USCG such deeds and other instruments as may be necessary or convenient to carry out the intents and purposes of the Exchange Agreement; and be it further

RESOLVED, that the Emergency Manager of the City of Detroit is authorized, in accordance with Section 19(2) of Public Act 436 of 2012, to transfer (i) to the EDC the Lighthouse Depot Property, in accordance with and subject to the terms and conditions of the Mt. Elliot LTA; (ii) to the EDC, the Waterfront Omitted Parcels and the Chene Conversion Parcel, in accordance with and subject to the terms and conditions of the Waterfront LTA Amendment; and (iii) to the USCG, the City CG Parcels, in accordance with and subject to the terms and conditions of the Exchange Agreement.

OMB No. 1024-0033

Expires 08/31/2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Michigan

Project Amendment No. 2

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 26-01120 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of MICHIGAN pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

The project is amended to remove approximately .72 acre affected by the partial conversion from Chene Park, Detroit, Wayne County, Michigan, leaving approximately 9.33 acres available for outdoor recreation. The replacement property is approximately 10.74 acres added to William G. Milliken State Park and Harbor (formerly known as Tri-Centennial Park) along the Detroit River.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By Robert Anderson
(Signature)

(Title)

National Park Service
United States Department of the Interior

Date 12/18/2013

STATE

MICHIGAN
(State)

By Samuel Duncan, IV
(Signature)

Samuel Duncan, IV

(Name)

LWCF Program Manager

(Title)

Paperwork Reduction Act Statement: This form is authorized by the Land and Water Conservation Act of 1965 (LWCF Act) (16 U.S.C. 4601-4 et seq.). Your response is required to obtain or retain a benefit. We use this information to document changes made to original grant agreements. Your response is not valid OMB control number is displayed. We estimate that it will take 3 hours to complete this form, including time necessary to review instructions, gather data and review the form. You may direct comments regarding the burden estimate or any other aspect of the form to State and Local Assistance Programs, 1849 C Street N.W., Mail Stop 2225, Washington DC 20240