SUBGRANT AGREEMENT BY AND BETWEEN THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY AND THE CITY OF DETROIT

(SLBA Blight Elimination Grant)

THIS SUBGRANT AGREEMENT (the "Agreement") executed this ___ day of November, 2023, and effective as of the Effective Date, is an agreement by and between the CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public authority and body corporate (the "DBRA") organized and existing pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended, and the CITY OF DETROIT, a Michigan municipal corporation (the "City"), acting by and through its Housing and Revitalization Department (the "City"). The City and the DBRA may also be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the City and the Michigan State Land Bank Authority (the "SLBA") have executed that certain Grant Agreement having a contract period of October 6, 2022 through September 30, 2024, a copy of which is attached hereto as **Exhibit A** (as amended from time to time, the "Grant Agreement") pursuant to which the City has been awarded grant funds in the amount of twenty-five million and zero/100 dollars (\$25,000,000.00) (the "Grant Funds") under the blight elimination grant program authorized by Section 1094(2) of Public Act 166 of 2022; and

WHEREAS, the Grant Agreement identifies specific eligible properties on which blight elimination and other eligible activities may be conducted (the "Project"), and the amounts for which the activities at each identified property may be funded under the Grant Agreement, including at the properties in the City of Detroit commonly known as the former Kettering High School site at 6101 Van Dyke, the former Southwestern High School site at 6701 West Fort and 201 Waterman, and the Greater Eastern Market Area (collectively referred to as the "DBRA Sites"); and

WHEREAS, pursuant to the Grant Agreement, the City desires to subgrant the Grant Funds, and the DBRA desires to perform or cause to be performed the identified blight elimination and other eligible activities relating to the DBRA Sites, as specified on **Exhibit B** attached hereto, and be funded and compensated therefor with the portion of the Grant Funds allocable to the DBRA Sites upon the terms and conditions set forth in the Grant Agreement and this Agreement; and

WHEREAS, the Board of Directors of the DBRA has by adopting Resolution 23-10-62-53 approved and authorized the DBRA to enter into this Agreement in furtherance of the goals and purposes of P.A. 166, in accordance and consistent with Public Act 381 of 1996, to promote the revitalization, redevelopment, and reuse of the blighted DBRA Sites;

NOW, THEREFORE, based upon the above recitals, each of which are hereby expressly incorporated as material terms of this Agreement hereof, it is agreed that:

- 1. The City hereby agrees to subgrant, and the DBRA hereby agrees to accept, a portion of the Grant Funds in an amount equal to eight million nine thousand three hundred ninety-five dollars and sixty cents (\$8,009,395.60) (the "Subgrant Funds"), to be used by DBRA only in accordance with the terms of this Agreement and the Grant Agreement.
- DBRA shall complete, or cause the completion through subgrantees, contractors and/or subcontractors, of the blight remediation and other eligible activities at the DBRA Sites as described on Exhibit B (the "DBRA Activities") in accordance with the requirements set forth in the Grant Agreement. Amounts budgeted in Exhibit B for each DBRA Site can be reallocated among DBRA Sites so long as such reallocation is done with the City's consent and otherwise in compliance with the Grant Agreement. Unless such date is extended under the Grant Agreement, all DBRA Activities must be completed on or before September 30, 2024. Any DBRA Activities not completed by September 30, 2024, must be completed as soon as possible thereafter provided that the terms of the Grant Agreement are extended or the DBRA and/or the City identifies other sources of funding to complete the DBRA Activities. DBRA will not seek or be entitled to payment for any DBRA Activities performed or completed after September 30, 2024, unless such date is extended in strict accordance with the terms of the Grant Agreement.
- 3. The Subgrant Funds will be disbursed to DBRA in the following manner:
 - a. The DBRA may submit one or more requests for disbursement of the Subgrant Funds on account of the DBRA Activities only after such DBRA Activities have been fully performed. Any such request shall include all supporting documentation from the DBRA as set forth on **Exhibit C** hereto, and such other documentation as may be required or reasonably requested for purposes of complying with the Grant Agreement and applicable state and local laws (each such fully compliant request being referred to as a "**DBRA Disbursement Request**").
 - b. Within five (5) business days of receipt by City of a DBRA Disbursement Request, the City will; inform DBRA if the City requires further information or documentation necessary to make the payment to DBRA requested under the DBRA Disbursement Request. The City will in no event and under no circumstances be obligated to pay or be in any way liable for any amount in excess the Subgrant Funds.
 - c. If the City has sufficient Subgrant Funds in its possession to make the payment requested under a DBRA Disbursement Request, the City shall issue such payment to DBRA within ten (10) business days of receipt by the City of all information necessary for the City to make the payment requested under the DBRA Disbursement Request.

- d. If the City does not have sufficient Subgrant Funds in its possession to make the payment requested under a DBRA Disbursement Request, the City will promptly request a disbursement from SLBA under and in accordance with the terms of the Grant Agreement and shall issue such payment to the DBRA within ten (10) business days of receipt of the corresponding disbursement of Subgrant Funds from SLBA.
- e. The City and DBRA acknowledge and agree that, unless the Grant Agreement or other applicable laws or regulations require otherwise, the City's disbursements to DBRA hereunder may be made on a "draw" basis to the extent the City has received from the SLBA and has available for disbursement Subgrant Funds sufficient to do so. Subgrant Funds not available or eligible for disbursement on a "draw" basis will be paid in accordance with the terms of the Grant Agreement and other applicable laws and regulations.
- 4. DBRA shall comply in all respects with the obligations of the City as "Grantee" under the Grant Agreement with respect to the DBRA Activities; except that with respect to reporting requirements of the City under Section V of the Grant Agreement, DBRA shall provide to the City such information and documentation requested by the City in order to satisfy reporting requirements related to the DBRA Activities and/or the DBRA Sites.
- 5. The Parties shall maintain full and complete books, ledgers, journals, accounts, documents, and records (the "Records") in auditable form wherein are kept all entries reflecting all of its operations pursuant to this Agreement, and the Parties shall make available all Records for monitoring, audits, inspections and examinations by the other Party during normal business hours and upon no less than forty-eight (48) hours advance notice. In the fulfillment of their responsibilities under this Agreement the Parties will abide by and cause any persons receiving funds pursuant to this Agreement to abide by all federal and state laws as well as City ordinances and relevant executive orders.
- 6. All Records referred to or identified hereinabove shall be maintained by the Parties for three (3) years after the later of the date of completion of the Project or the final disbursement of funds by City. In the event of dispute between the Parties arising out of this Agreement that occurs within three (3) years after the later of the completion of the Project or the final disbursement of funds by the City, the Parties shall continue to maintain the Records required pursuant to this Agreement until said dispute has been finally concluded, including all available challenges or appeals and audits. Notwithstanding the foregoing, the Parties will maintain the Records for any longer periods as may be required or consistent with applicable established or mandatory records retention policies.
- 7. The DBRA shall include in each of its contracts with its subgrantees and contractors a requirement that the contractor indemnify both the City and the DBRA, and that

the City be included as in additional insured on all insurance required to be carried by the subgrantee or contractor thereunder. All insurance policies will be in amounts satisfactory to the City and require notice to the City prior to expiration, termination, or cancelation.

8. All notices, consents, approvals, requests, and other communications, required or permitted under this Agreement (herein collectively called "Notices"), shall be given in writing, signed by an authorized representative of the City or the DBRA, and hand delivered, mailed by first-class or next-day delivery mail, or sent by overnight courier such as, by way of example only, FedEx, and addressed as follows:

If to the City: City of Detroit, Mayor's Office

Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 908

Detroit, Michigan, 48226

Attention: Group Executive, Jobs and Economy

With a copy to: City of Detroit, Law Department

Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 500

Detroit, Michigan 48226

Attn: Corporation Counsel/TED

If to the DBRA: City of Detroit Brownfield Redevelopment Authority

500 Griswold, Suite 2200 Detroit, Michigan 48226 Attention: Authorized Agent

All Notices shall be deemed given on the date of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other Party as herein provided. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

- 10. This Agreement may be executed in any number of counterparts. All such counterparts, including those executed by facsimile or electronic signature, shall be deemed originals, and together shall constitute one and the same instrument.
- 11. This instrument contains the entire agreement between the Parties respecting the subject matter of this Agreement, and all prior negotiations and agreements are merged herein. Neither Party nor its agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Parties by implication or otherwise unless expressly set forth herein.
- 12. This Agreement shall bind, and the rights, benefits, and advantages of this Agreement shall inure, solely to the City and the DBRA. No third party is or may

- claim to be an intended beneficiary hereof or seek any benefit or claim any rights hereunder.
- 13. This Agreement will become effective upon its approval by a duly adopted resolution of the Detroit City Council as approved by the Mayor, and approval by the City's Corporation Counsel in accordance with Sec. 7.5-206 of the 2012 City Charter (the "Effective Date"). Further, the acceptance of the Subgrant Funds and the performance of the DBRA Activities with respect to the Greater Eastern Market DBRA Site shall be expressly conditioned upon the approval of the DBRA Board of Directors.

[Signatures on next page.]

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

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

ву: ____

Print Name: Kenyetta Bridges

Its: Authorized Agent

By:

Print Name: Jennifer Kanalos

Its: Authorized Agent

Approved as to Form Only: Counsel to the DBRA

Rebecca A. Navin, Esq.

(Signatures continue of the following page)

CITY OF DETROIT, a Michigan municipal corporation

DocuSigned by:

Out Moddl

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Dry Julia Salva idan

By: Julie Schneider

Its: Director, Housing and Revitalization Department

Approved by Detroit City Council on: November , 2023.

Approved by the Mayor on: November ___, 2023.

Approved by Corporation Counsel in accordance with § 7.5-206 of the 2012 Detroit City Charter

Bruce N Goldman
CA Corporation Counsel

EXHIBIT A

Grant Agreement

[See attached].

THIRD AMENDMENT TO GRANT AGREEMENT

This THIRD AMENDMENT ("Amendment") to that certain Grant Agreement is entered into by and between CITY OF DETROIT, a Michigan municipal corporation, (the "Grantee"), and the STATE LAND BANK AUTHORITY, a Michigan public body corporate and politic, (the "SLBA"), is made to amend that certain Grant Agreement by and between the Grantee and SLBA, attached hereto and incorporated herein by erence as EXHIBIT A (the "Contract"). Grantee and the SLBA may each be referred to herein as a "Party" or collectively as the "Parties" to this Amendment, as applicable.

WITNESSETH:

WHEREAS, the Parties signed the Contract for the purpose of providing the Grantee with grant funding in the amount of Twenty-Five Million Dollars (\$25,000,000.00) in exchange for work to be performed pursuant to Section 1094f(1)(b) of PA 166 of 2022;

WHEREAS, the Parties amended the Contract pursuant to that certain First Amendment signed by the Grantee on March 31, 2023, and by the SLBA on April 5, 2023;

WHEREAS, the Parties further amended the Contract pursuant to that certain Second Amendment signed by the Grantee on July 24, 2023, and by the SLBA on July 28, 2023; and

WHEREAS, the Parties mutually desire to modify and amend the Contract, subject to all applicable general conditions set forth therein, and as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the foregoing as well as the benefits to accrue to the Parties and to the public from this Amendment, the Parties hereby agree to amend the Contract as follows:

- 1. **EXHIBIT B BUDGET**. The first page of EXHIBIT B to the Contract is hereby replaced with the revised EXHIBIT B "Budget" page attached hereto and incorporated herein by reference as ATTACHMENT A.
- 2. FULL FORCE AND EFFECT. Except where amended by this Amendment, all other terms, conditions, and covenants in the Contract shall remain in full force and effect as set forth in the Contract.
- 3. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Contract.

4. EFFECTIVE DATE. This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved as to form by City of Detroit Corporation Counsel or its authorized delegate ("Effective Date"). This Amendment will remain in effect until either the expiration of the Contract Period, or upon the earlier termination of the Contract by the Parties.

[Remainder of page intentionally left blank; signatures appear on next page.]

SIGNATURE PAGE TO THIRD AMENDMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the dates shown below, to be effective as of the Effective Date.

GRANTEE:

CITY OF DETROIT,
a Michigan municipal corporation

By: MICH By: By: Duggon

Name: Michael E. Duggon

Title: Mayor

Date: 91212023

SLBA:

STATE LAND BANK

AUTHORITY, a Michigan public body corporate and politic

Name: JEFFLEY M Huntington

Title: Authorized Officer

Date: Sementer 26, 2023

APPROVED BY CORPORATION COUNSEL PURSUANT TO 7.5-206 OF THE 2012 CHARTER OF CITY OF DETROIT

Corporation Counsel

Date

ATTACHMENT A Revised Budget (EXHIBIT B)

[attached hereto]

4

Poternies Jobs		F-BD6A-BD4	Sopre of Work	2020	202)	State Funds Oct 2022	Development Costs	Startuj	Acres	Addings	Type of Site	Project Name	
450	Parcel ID: 16013104 and 16013115, et al (see attached map and additional parcels)	Approximately, \$1.1M Design - Engineering \$1.9M Size Preparation \$3.9M Construction \$5.1M Total Budget	response and perial demoition of above-ground structures, absternant and environmental response and remediation activities, subsurface structure remediation and perial exterior rehabilitation and parial exterior rehabilitation of retained structures inhestructure relocations and societaed site proparation activities, including, but not imited to, stockpiled soil, rubble, first, misc landscaping and grubbing, Relocate existing sever within Juricilon Ave, approx. 1, 155 ft. in total length. Structurally reinforce existing sever within Juricilon Ave, approx. 1, 155 ft. in total length. Structurally reinforce existing sever within Juricilon Ave, approx. 1, 155 ft. in total ength. Structurally reinforce existing severy within Juricilon Ave, approx. 1, 155 ft. in total ength. Structurally reinforce existing severy within Juricilon Ave, approx. 1, 155 ft. in total ength. Viccite several public right-of-way in the surrounding area.	\$ 2,000,000.00	1,997,562.38	5 2,004,401.00	\$ 51,200,000.00	Site Readiness, Proposed Development	30 pcres	5555 McGraw	industriol	Junction McGr.w	
130	Pancel ID: 17010007-42 (son attached map)	Approximately: \$1.4M Site Preparation \$2.2500.00 in demosition the aminount entablished remediation \$4.00M Total Budget	Total and partial demolition of above-ground structures and adjacent parking by, abstainment and environmental response and environmental response and environmental response and partial extendor remove), stabilization of methiesed structures infrastructure relocation; and associated site preparation activities for future development. Misc site clearing activities, including, but not limited to, stockpiles tool. Individual collination of the former and grubbing. Abstament and demolition of the former	\$ 4,009,395,60	\$ 4,009,395,60	-	\$ 22,400,000,00	Site Anadiness	12 acres	6101 Van Dyke	Industrial	Kedisting	
	Parcel ID: None, proposed work in right of way. Parcel ID of Project Beneficiaries: 07001978-82, 09002034 SQ.	Approximately, 5980,000 Design S4 104M Construction S627,000 Construction, Engineering & Inspection Est.TM. Total Budget S5.7M. Total Budget	Total and partial demolition of abover-ground structures, abatement and environmental response and remediation archites, subsurface structure response and remediation archites structure remodel in a structure removal; stabilization and partial exterior rehabilitation of retained structures infrastructure	\$ 2,500,000.00	\$ 1,500,743,04	\$ 1,598,718.00	\$ 36,224,000.00	Site Readings	19 80%	Mack Aye / St. Aubin	Industrial	Eusbild Market	
1 120	Parcel ID: 19001433		Total and partial demolition of solver-ground structures, abbrement and structures, abbrement and structures and response and respectation excitities, usesurings structure (stabilization and partial extendor rehabilitation and partial extended structures. Infrastructure nelectrion, and associated site preparation activities for future development. Life; cite desering archites, including but not limited tip, structipiled scall, nubble, time, misc fandscaping and grubbing, finding and grubbing, finding and grubbing.	\$ 1,500,000,00		•	\$ 23,000,000,00	1	5.9 ac;es	6370 W Vernor	industrial	Vernor	
Constitution (the resulting trapetor algebrases and selection of the sense of the	Parcal ID: 21003300.001, 21003300.002L		Total and parkal demolition of above ground structure, abharment and exitorormental response and remediation activities, subsurface structure remediation and/or removals, stabilization and parkal esterior rehabilitation of retained structures; infrastructure relocation; and escocianed site preparation activities for future development. Mile. site clearing activities, including, but not limited to, ntockplied soil, rubbte, they, milectinglished polity rubbte, they milecting and grubbing.	\$ 26,1983				Site Radings		1103? and 11081 Shoemake	industrial	Shoemaker	
342	Parcel D: 163:0411-2, 23002016.161, 18000413-4		ricolal and partial demolition of above ground structures, abatement a rot environmental response and structure and studentification editorial stabilization editorial stabilization endor removali, stabilization endor rehabilitation of retained structures; infrastructure relocator, and associator arbitration activities for future development. Misc site clearing activities, including, but not limited to, stockplare acii, rubble, thes, maching and especiation and grubbling.	\$ 1,500,000.00			\$ 45,000,000.00	Site Readiness	16,3	naker 6701 W. Fort, 201 Waterman	Industrial	Fort Street	
150	Parcel id: 1601-307-11; 16014912; 16013913-24; 16016103-003; 16016103-004;	Approximately: \$2,295,616 for due \$10,000,000,000,000,000,000,000,000,000,	rotal and partial demolition of any adeting above ground structures and anythronmental response and anythronmental response and medical anythron architica, substantice structure relocation, infrastructure relocation, and associated site preparation activities for future development. Misc altra clearing activities, including, but not limited to, strockpilled sell, rubble, times, misc landscaping and grubbling.	\$ 964,408.02		\$ 1,000,000.00	5	Site Readiness	19 acres	8435 Epworth, 8231 Epworth, 8360 Military, 8350 Military, \$135 Undsdale	Industrial	Tireman & Epworth	
345	Percel ID: 15011568.019 Et Al. (see atteched for odd/tional percels):	Approximately, 5:2(00,000 for themplition and reviewentaly5:1%d reviewentaly5.1%d	rical and partial clambition of above-ground structures, abetement and anytometrial response and remediation archites, subsurface attructure remediation archites, subsurface attructure remediation archites, subsurface attructure remediation archites, subsurface attructures; infrastructure infrastructures infrastructure infrastructure infrastructure infrastructure and associated situation activities for future development. White site clearing activities, including, but not limited to, ruccipied soil, nubble, tires, misc landscaping and grubbing.	\$ 12,600,000.00	\$ 12,026,158.56	\$ 16,771,631,00		Site Rendiness		1580 E. Grand Blvd	Industrial	Facilard	-
	N 14		Program management/program manager/on-site oversight for associated Grant-funded sites.	\$590,900.	1000,000	•		Site Readina		Grent Affiliated Ste		Program Menog	

SECOND AMENDMENT TO GRANT AGREEMENT

This SECOND AMENDMENT ("Amendment") to that certain Grant Agreement is entered into by and between CITY OF DETROIT, a Michigan municipal corporation, (the "Grantee"), and the STATE LAND BANK AUTHORITY, a Michigan public body corporate and politic, (the "SLBA"), is made to amend that certain Grant Agreement by and between the Grantee and SLBA, attached hereto and incorporated herein by reference as EXHIBIT A (the "Contract"). Grantee and the SLBA may each be referred to herein as a "Party" or collectively as the "Parties" to this Amendment, as applicable.

WITNESSETH:

WHEREAS, the Parties signed the Contract for the purpose of providing the Grantee with grant funding in the amount of Twenty-Five Million Dollars (\$25,000,000.00) in exchange for work to be performed pursuant to Section 1094f(1)(b) of PA 166 of 2022;

WHEREAS, the Parties amended the Contract pursuant to that certain First Amendment signed by the Grantee on March 31, 2023, and by the SLBA on April 5, 2023; and

WHEREAS, the Parties mutually desire to modify and amend the Contract, subject to all applicable general conditions set forth therein, and as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the foregoing as well as the benefits to accrue to the Parties and to the public from this Amendment, the Parties hereby agree to amend the Contract as follows:

- 1. EXHIBIT A PARCEL REFERENCES. Section I of EXHIBIT A to the Contract, under the Project Name "Packard Plant," is hereby amended by (i) replacing the parcel number reference "15011568.019, et al." with the parcel number reference "15011568.003, et al." and (ii) replacing the address "1580 E. Grand Blvd" with "6151 Concord."
- 2. **EXHIBIT B PARCEL REFERENCES.** The cell on the chart on the first page of EXHIBIT B to the Contract, located on the "Address" row and "Packard" column, is hereby amended by replacing "1580 E. Grand Blvd" with "6151 Concord."
- 3. EXHIBIT B PACKARD SITE CHART. The chart on the tenth page of the EXHIBIT B to the Contract, titled "Packard Site Budget Estimate," is hereby amended and restated in its entirety by the new "PACKARD SITE BUDGET ESTIMATE" chart

attached hereto and incorporated herein by reference as ATTACHMENT A to this Amendment.

- 4. Grantee Contacts. Section III of the Contract is hereby amended by replacing "Nicole Sherard-Freeman" with "Rebecca Christensen, J.D." EXHIBIT C is here by amended by replacing "Nicole Sherard-Freeman" with "Rebecca Christensen, J.D." and by replacing "sherardfreemann@detroitmi.gov" with "christr@detroitmi.gov".
- 5. FULL FORCE AND EFFECT. Except where amended by this Amendment, all other terms, conditions, and covenants in the Contract shall remain in full force and effect as set forth in the Contract.
- 6. CAPITALIZED TERMS. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Contract.
- 7. EFFECTIVE DATE. This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved as to form by City of Detroit Corporation Counsel or its authorized delegate ("Effective Date"). This Amendment will remain in effect until either the expiration of the Contract Period, or upon the earlier termination of the Contract by the Parties.

[Remainder of page intentionally left blank; signatures appear on next page.]

SIGNATURE PAGE TO SECOND AMENDMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the dates shown below, to be effective as of the Effective Date.

GRANTEE:

CITY OF DETROIT,
a Michigan municipal corporation,

By:

Name: Mi Mael E. Duggen

Title: Mayor

Date: July 24 2023

SLBA:

STATE LAND BANK

AUTHORITY, a Michigan public body corporate and politic

By:

Name: Jeffeen M. Huntington

Title: Authorized Officer

Date: July 28, 2023

APPROVED BY CORPORATION COUNSEL PURSUANT TO 7.5-206 OF THE 2012 CHARTER OF CITY OF DETROIT

ATTACHMENT A Packard Site Parcels (EXHIBIT B)

[attached hereto]

PACKARD SITE BUDGET ESTIMATE MICHIGAN STATE LAND BANK AUTHORITY FY 2023 BLIGHT ELIMINATION GRANT

GR	OUP 1
Street Address	Parcel Identification #
6151 Concord*	15011568.003
6141 Concord	15011568,004
6101 Concord	15011568.005
5997 Concord	15011568.006
5981 Concord	15011568.007
S957 Concord	15011568,008
5871 Concord	15011568.009
5868 Concord	15011568.010
5861 Concomi	15011548.011
GROUP 1 Total:	\$ 5,412,066.79
GRAND TOTAL:	\$ 12,271,631.00

GR	OUP 2
Street Address	Parcel identification #
5857 Concord	15011568:012
5855 Concord	15011568.013
5851 Concord	15011568,014
5849 Concord	15011568.015
5847 Concord	15011568.016
5845 Concord	15011568.017
5831 Concord	15011568.018
5821 Concord*	15011568,020
5819 Concert	15011568.021
GROUP 2 Total:	\$ 6,859,564

^{*}Site is designated as the primary address for the Group.

FIRST AMENDMENT TO GRANT AGREEMENT

This FIRST AMENDMENT ("Amendment") to that certain Grant Agreement is entered into by and between **CITY OF DETROIT**, a Michigan municipal corporation, (the "Grantee"), and the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, (the "SLBA"), is made to amend that certain Grant Agreement by and between the Grantee and SLBA, attached hereto and incorporated herein by reference as EXHIBIT A (the "Contract"). Grantee and the SLBA may each be referred to herein as a "Party" or collectively as the "Parties" to this Amendment, as applicable.

WITNESSETH:

WHEREAS, the SLBA and Grantee signed the Contract for the purpose of providing the Grantee with grant funding in the amount of Twenty-Five Million Dollars (\$25,000,000.00) in exchange for work to be performed pursuant to Section 1094f(1)(b) of PA 166 of 2022.

WHEREAS, the Parties mutually desire to modify and amend the Contract, subject to all applicable general conditions set forth therein, and as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the foregoing as well as the benefits to accrue to the Parties and to the public from this Amendment, the SLBA and Grantee hereby agree to amend the Contract as follows:

1. LIABILITY. Section XI of the Contract is hereby amended and restated in its entirety as follows:

XI. LIABILITY.

- A. Each Party to the Contract must seek its own legal representation and bear its own legal costs, including judgments, in any litigation which may arise from the performance of this Contract. It is specifically understood and agreed that neither Party will indemnify the other party in any such litigation.
- B. Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, State, its agencies, or employees as provided by statute or court decisions.
- **2. TERMINATION**. Section XXI.A.b. of the Contract is hereby amended and restated in its entirety as follows:

Immediately, and without further liability to the SLBA, if any employee, agent, contractor, or subcontractor of the Grantee involved in the management and/or implementation of the Contract, its purpose, and/or project scope is:

- i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.
- **3. DISCLOSURE OF LITIGATION**. Section XXIV of the Contract is hereby amended and restated in its entirety as follows:

XXIV. <u>DISCLOSURE OF LITIGATION</u>.

Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations, or proceedings involving the Grantee or any of Grantee's elected officials or employees involved in the management and/or implementation of the Contract, its purpose, and/or its project scope.

- **4. FULL FORCE AND EFFECT**. Except where amended by this Amendment, all other terms, conditions, and covenants in the Contract shall remain in full force and effect as set forth in the Contract.
- **5. CAPITALIZED TERMS**. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Contract.
- **6. EFFECTIVE DATE**. This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved as to form by City of Detroit Corporation Counsel or its authorized delegate, authorized by resolution of City Council as applicable, and has been signed by City of Detroit's Chief Procurement Officer ("Effective Date"). This Amendment will remain in effect until either the expiration of the Contract Period, or upon the earlier termination of the Contract by the Parties.

[Remainder of page intentionally left blank; signatures appear on next page.]

SIGNATURE PAGE TO FIRST AMENDMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the dates shown below, to be effective as of the Effective Date.

GRANTEE:

CITY OF DETROIT,
a Michigan municipal corporation,

By:

Michael E. Duggan

Title:

Mayor

Date:

SLBA:

STATE LAND BANK
AUTHORITY, a Michigan public body corporate and politic

By:

STATE LAND BANK
AUTHORITY, a Michigan public body corporate and politic

By:

SIBA:

STATE LAND BANK
AUTHORITY, a Michigan public body corporate and politic

By:

SIBA:

Title:

Executive Director

Date:

4/5/23

APPROVED BY CORPORATION COUNSEL PURSUANT TO 7.5-206 OF THE 2012 CHARTER OF CITY OF DETROIT

Cheryl Smith-Williams

DocuSigned by:

4/4/2023

Corporation Counsel

Date

EXHIBIT A The Contract

[attached hereto]

STATE LAND BANK AUTHORITY GRANT AGREEMENT WITH CITY OF DETROIT

This Grant Agreement ("Contract") is made between the State Land Bank Authority (the "SLBA") and the City of Detroit (the "Grantee"). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

Grantee: The Honorable Michael E. Duggan, Mayor

City of Detroit

2 Woodward Avenue, Suite 1126

Detroit, Michigan 48226

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of up to Twenty-Five Million Dollars (\$25,000,000) in exchange for work to be performed for the projects pursuant to Section 1094f(1)(b) of PA 166 of 2022. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Exhibits A and B, and such activities as are authorized by the SLBA under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the projects identified in Exhibits A and B within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: October 6, 2022 Contract End Date: September 30, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

Linda Horak ("Grant Administrator") Post Office Box 30766 Lansing, Michigan 48909 (517) 648-1195 horakl@michigan.gov

Grantee Contact:

Nicole Sherard-Freeman
Group Executive, City of Detroit
Coleman A Young Municipal Center
2 Woodward Ave, 11th Floor, Detroit, MI 48226
sherardfreemann@detroitmi.gov

- IV. <u>CHANGES.</u> Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.
- V. GRANTEE REPORTING REQUIREMENTS. The Grantee shall submit the reporting requirements for the projects as specified in Exhibit A, Projects Requirements and Scope, of this Contract. All reports, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. GRANTEE RESPONSIBILITIES.

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.

- G. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in this Contract are eligible for reimbursement.
- VII. ASSIGNABILITY. The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.
- VIII. SUBGRANTEES AND SUBCONTRACTS. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, subgrantees, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.
- **NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. <u>UNFAIR LABOR PRACTICES.</u> The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

XI. <u>LIABILITY.</u>

- A. Grantee must defend, indemnify and hold the SLBA, State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees (collectively the "State") harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).
- B. The State or SLBA will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.
- C. The State and SLBA are entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State or SLBA deems necessary. Grantee will not, without the State's or SLBA's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State or SLBA employee, official, or law may be involved or challenged, the State or SLBA may, at its own expense, control the defense of that portion of the claim.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, State, its agencies, or employees as provided by statute or court decisions.
- XII. <u>CONFLICT OF INTEREST.</u> No employee, officer, director, appointee or elected official of the Grantee's or subgrantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.
- XIII. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

- **XIV. <u>DEBARMENT AND SUSPENSION.</u>** By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), subgrantee(s) and others:
 - A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
 - E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.
- XV. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA (or its designee) reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three (3) years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- **XVI.** <u>INSURANCE.</u> The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVII. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XVIII. <u>COMPENSATION.</u>

- A. An initial advance of \$12,500,00.00 shall be made to the Grantee upon receipt by the Grant Administrator of a signed Agreement and a request for advance from the Grantee.
- B. Additional funds shall only be disbursed after verification that the initial payment has been fully expended, in accordance with the budget and activities specified in Exhibits A and B. The Grantee must provide sufficient documentation, as determined by the SLBA, to verify that all expenditures were made in accordance with budget and activities specified in Exhibits A and B. Such documentation shall indicate grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Contract.
- C. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for acceptable expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
- D. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not allowed under the Contract.
- E. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
- F. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- G. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

XIX. CLOSEOUT.

- A. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- B. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.
- **XX.** CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request

by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. <u>TERMINATION</u>.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
 - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.
- B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.
- **XXII.** NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibits A and B, and used only as set forth herein.

- **XXIII.** PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.
- **XXIV.** <u>DISCLOSURE OF LITIGATION.</u> Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.
- **XXV.** TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

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The signatories below warrant that they are empowered to enter into this Contract,

GRANTEE ACCEPTANCE:

Dated: 10/6/2022

SLBA ACCEPTANCE:

Dated: 10/11/22

City of Detroit

By: Michael E. Duggan

Its: Mayor of the City of Detroit

State Land Bank Authority

By: Emily Doerr

Its: Executive Director

EXHIBIT A

PROJECT REQUIREMENTS AND SCOPE

I. <u>PROJECT LOCATION.</u> The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the properties listed below:

Project Name: Junction McGraw

Parcel Number: 16013104 and 16013115, et al. (approximately 170 additional

parcels)

Commonly known as: 5555 McGraw, Detroit, Michigan

Project Name: Kettering
Parcel Number: 17010007-42

Commonly known as: 6101 Van Dyke, Detroit, Michigan

Project Name: Eastern Market

Parcel Number: None, proposed work in public right of way.

• Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, et al. Commonly known as: Mack Avenue and St. Aubin, Detroit, Michigan

Project Name: American Axle & Manufacturing

Parcel Number: 09003645 and 07001660-778, et al. (approximately 12 additional

parcels)

Commonly known as: Holbrook and St. Aubin, Detroit, Michigan

Project Name: Packard Plant Parcel Number: 15011568.019, et al.

Commonly known as: 1580 E. Grand Blvd., Detroit, Michigan

- **II. PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities as provided in PA 166 of 2022 at the properties identified in Section I of this Exhibit A by the Contract End Date:
 - A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope and PA 166 of 2022.
 - B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
 - C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
 - http://michigan.gov/deg/0,1607,7-135-3310 4106-11856--,00.html
 - http://michigan.gov/deg/0.1607.7-135-3307 29693 30031---.00.html

- https://www.michigan.gov/lara/0,4601,7-154-89334 11407 15333 15369---,00.html
- https://www.hud.gov/program offices/healthy homes/healthyhomes/lead
- http://www.epa.gov/asbestos.
- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. The Grantee is responsible for:
 - a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, State and local requirements and Section XV of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.

- G. The Grantee shall submit to the SLBA quarterly performance (January 1, April 1, July 1, October 1) reports that briefly present the following information:
 - a. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - b. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the SLBA.
 - c. Statement concerning any significant change from the previously agreed upon Statement of Work or funding allocation for each site.
- H. The Grantee shall submit to the SLBA no later than forty-five (45) calendar days after the Contract End Date a final report that briefly presents the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.
 - c. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - d. Financial expenditures of award money and other contributions to the project, in-kind and/or direct funding.
 - e. Actual budget expenditures compared to the Budget in this Contract. Include the basis or reason for any discrepancies.
 - f. Coordinated efforts with other organizations to complete the project.
 - g. Anticipated future redevelopment and subsequent increase in tax base.
 - h. Number of tax foreclosed properties returning to the tax roll.
- **III. PROJECT REIMBURSEMENT AND COMPLETION.** The SLBA will approve payment(s) upon satisfactory completion and documentation of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit C.

EXHIBIT B

BUDGET

The Grantee agrees that all funds shown in the Budget and related attachments are to be spent as detailed in the Budget and related attachments.

This Contract does not commit the State or SLBA to approve requests for additional funds at any time.

Reallocations of funds between properties and changes in the Budget of less than 5% of the total line-item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Except as otherwise provided above, reallocations of funds between properties and changes in the Budget equal to or greater than 5% of the total line-item amount will be allowed only upon prior review and written approval by the Grant Administrator.

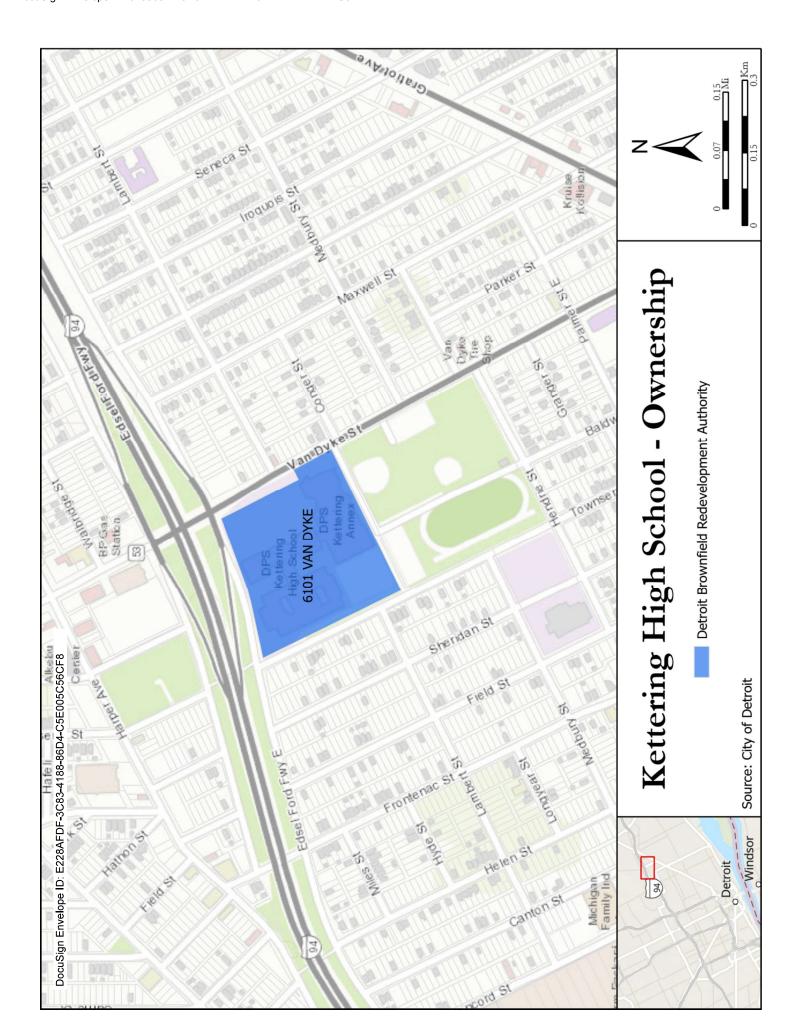
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Project Name	Junction McGraw	Kettering	Eastern Market	Project Orb: AAM(American Axle)	Packard
Type of Site	Industrial	Industrial	Industrial	Industrial	Industrial
Address	5555 McGraw	6101 Van Dyke	Mack Ave / St. Aubin	Holbrook/St. Aubin	1580 E. Grand Blvd
Acres	30 acres	12 acres	19 acres	50	
Туре	Infrastructure	Demolition	Infrastructure	Infrastructure	Demolition, infrastructure
Status	Proposed Development	Site Readiness	Site Readiness	roposed Corporate Exp + Development	Site Readiness
Estimated Private					
Development Costs	\$ 51,200,000.00		\$ 36,224,000.00	h	
State Funds	\$ 2,038,431.00	\$ 4,091,220.00	\$ 1,598,718.00	\$ 5,000,000.00	\$ 12,271,631.00
Scope of Work	Structurally reinforce existing sewer within 32nd St, approx 775 ft in total length. Vacate several public rights-of-way in the surrounding area.	former Kettering High School, the building is approx 250,000 SF. Abatement and demolition of miscellaneous site structures and adjacent parking lot.	St Aubin St, Approx 720 linear ft. Superior St., from Dequindre Railroad to St Aubin St, Approx 710 linear ft.	the concentration of the company's EV investment in Detroit & Michigan rather than competing intil and other domestic locations. (AAM is seeking \$100M in statutory and discretionary incentives via Critical Industry Program (SSM), RZ, PA 198, BDP, TIF)	Total and partial demolition of above- ground structures; abatement and environmental response and remediation activities; subsurface structure and removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation; and associated site preparation activities for future development.
Expense Detail	\$1.1M Design + Engineering \$1.9M Site Preparation \$3.1M Construction \$6.1M Total Budget	\$1.4M Site Preparation \$900,000 Environmental Hazard Remed. <u>\$1.7M</u> Demolition	Inspection	Budget is preliminary. This is a competitive project that requires flexibility on uses of \$5M to support site readiness on the site. The	
		\$4.09M Total Budget	\$5.7M Total Budget	company's planned investment is \$460M.	
Lead Parcel/Address	Parcel ID: 16013104 and 16013115, etal (see attached map and additional parcels)	map)	Parcel ID: None, proposed work in right of way. Parcel ID of Project Beneficiaries: 07001978-82, 09002034-50, Et Al.		Parcel ID: 15011568.019 Et Al.
Potential Jobs	450	180	291	1,110	345
Cost Per Job (SOM)	\$ 4,529.85	\$ 22,729.00	\$ 5,493.88	\$ 4,505	\$ 35,570
Total Budget	\$ 25,000,000.00				
Direct Jobs Created	2,376				
Avg. SOM Cost Per Job	\$ 10,522				
Avg. 30 W Cost Fel Job	10,322				

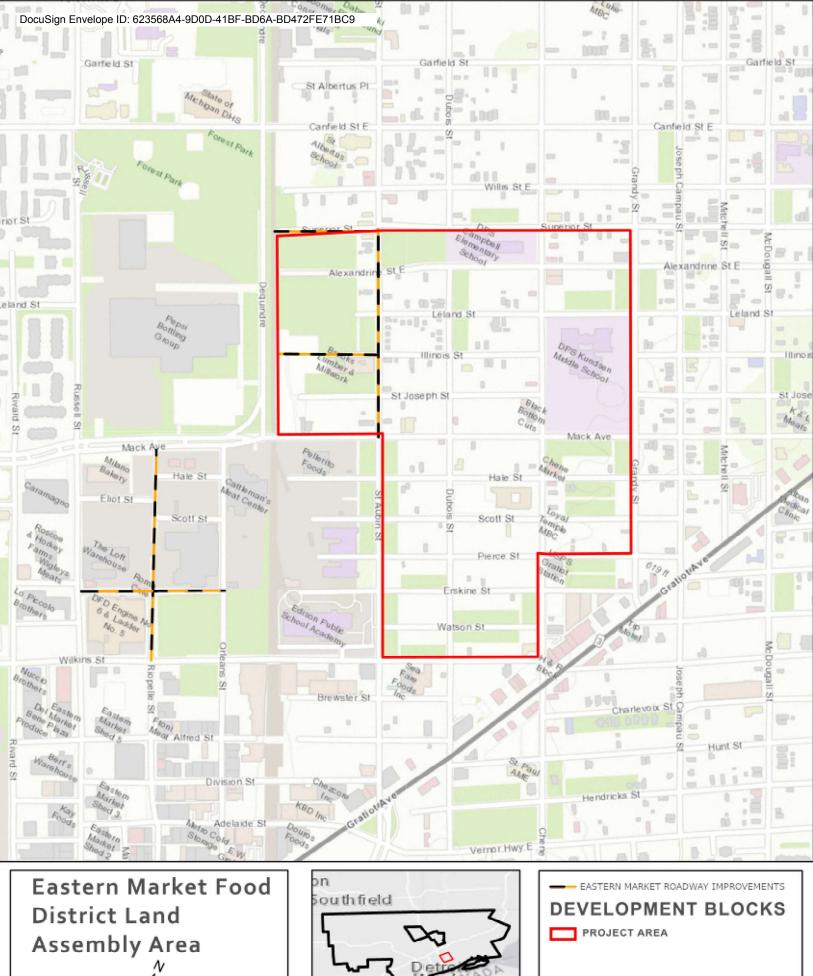
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VACANT	NT RESIDENTIAL	C R 16/99 690.61 IRREG	3.46	CITY OF DETROIT PARKS
TNACAV	T COMMERCIAL	W 33PD ST AA RI K 13.EVEE RAPBOILD & WARPENS SLIB 116 DA7 DI ATS W C R 16/09 23 32 7 7 100	800	ECONOMIC DEVELOPMENT
VACANT		W 33RD ST 43 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT		W 33RD ST 42 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	NT RESIDENTIAL	W 33RD ST 41 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
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VACANT	ANT RESIDENTIAL	E JUNCTION 2 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	INT RESIDENTIAL	E JUNCTION 3 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	NT RESIDENTIAL	E JUNCTION 4 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	NT RESIDENTIAL	F IIINCTION 5 BIX 12-EVEE BARBOIR & WARRENS SI B 116 P47 PI ATS W. C R 16/99 30 X 100	0.07	ECONOMIC DEVELOPMENT
VACANT		E JUNCTION 6 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS. W C R 16/99 30 X 100	0.07	DLBA
VACANT		E JUNCTION 7 BLK 12-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT		F IINCTION 8 BLK 12-EVEE BABBOLIR & WABBENS GLIR 116 DA2 DLATS. W.C.R. 16/09 30 x 100	200	ECONOMIC DEVELOPMENT
3		E JUNCTION PART OF 11 THRU 9 BG N 72.20 FT ON W LINE & BG N 38.93 FT ON E LINE BLK 12-FYFE		ECONOMIC DEVELOPMENT
VACANI	ANI RESIDENTIAL	BARBOUR & WARRENS SUB L16 P42 PLAIS, W C R 16/99 / 2. 20 IRREG	0.13	CORPORATION
VACANT	ANT RESIDENTIAL	E IHIRIY-IHIRD S I HRU 1 BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLAIS, W.C. R 16/99 150.61 X 100	0.35	DLBA
VAC	VACANT RESIDENTIAL	E THIRTY-THIRD 6 BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
Š	ANT RESIDENTIAL	E 33RD ST 7 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VAC	VACANT RESIDENTIAL	E 33RD ST 8 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
\ \ \ \ \ \	VACANT RESIDENTIAL	E 33RD ST 3 BEN 8-TIFE BANBOOK & WARNENS 30B LID F42 FEALS, W. C. R. 16/39 30 X 100 E 33RD ST 10 BLK 8-EVEF RARROLLI & WARRENS CLIR L16 P42 PLATS. W. C. R. 16/39 30 X 100	0.07	DLBA DI BA
X		ST 11 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS. W C R 16/99	0.07	DLBA
VAC		E 33RD ST 12 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	ANT RESIDENTIAL	E 33RD ST 13 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	NT RESIDENTIAL	E 33RD ST 14 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VACANT	INT RESIDENTIAL	E 33RD ST 15 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100 F 33RD ST 16 RIK 8-FYFE BARBOIL & WARRENS SI IR 116 D42 DI ATS. W C R 16/99 30 X 100	0.07	DLBA
		L 3010 51 10 52 10 11 L 57 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ĉ.	ECONOMIC DEVELOPMENT
VACANT		E 33RD ST 17 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	CORPORATION
VACANT	VACANT RESIDENTIAL	E 33RD ST 18 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
\$	שואו ואראור ארווושר	L JOHN OF 139 DEN 6111 E DANDOON & WANNENS SOD LEG 142 FEDTS, W. C. N. 19/35 SU A 100	50.0	ECONOMIC DEVELOPMENT
Ä	VACANT RESIDENTIAL	E 33RD ST 20 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	CORPORATION
VAC	VACANT RESIDENTIAL	E 33RD ST 21 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
VAC	VACANT RESIDENTIAL	E 33RD ST 22 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	CORPORATION
VAC	VACANT RESIDENTIAL	E 33RD ST 23 BLK 8-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
ΛΑC	VACANT RESIDENTIAL	W THIRTY SECOND 46 THRU 44 N 15 FT OF 43BLK 8 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 105.61 X 100	0.24	DLBA
XA.	VACANT RESIDENTIAL	W 32ND S 15 FT 43 42 BLK 8-EVEE BARBOLIR & WARREN SUB 116 P42 PLATS, WCR 16/99 45 X 100	0.10	DIBA
VAC	VACANT RESIDENTIAL	W 32ND 41 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	CITY OF DETROIT Pⅅ
\ \ \	ACANT BESIDENTIAL	W 32ND AD BLK 8.EVEE BABBOILD & MARBEN STIB 145 DAZ DLATS W.C B 16/09 30 Y 100	200	ECONOMIC DEVELOPMENT
Š	CANT RESIDENTIAL	W 32ND 39 BIX 8-FYFE BARBOIR & WARREN SIIB 116 P42 PLATS W C R 16/99 30 X 100	0.07	DIBA
; \$	VACANT RESIDENTIAL	W 32ND 38 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
۸A	VACANT RESIDENTIAL	W 32ND 37 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
^	VACANT RESIDENTIAL	W 32ND 36 N 15 FT OF 35 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100	0.10	DLBA
>		W. 23NIN 6 15 ET DE 35 34 BLV 8. EVEF BABBOLID 8. WABBEN CIIB 116 BJ7 BLATS W. C B 16/00 JR Y 100	010	ECONOMIC DEVELOPMENT
V X C X IV		W 32ND 3 13 F1 OF 33 34 טבא פין וו ב שחוטטטט גא ישרחיוביא טטט בגט ריב איני ביא איני ביא איני ביא איני ביא איני	21.5	NOT THE PROPERTY OF THE PROPER

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ECONOMIC DEVELOPMENT 0.07 CORPORATION	0.03 DLBA			0.10 DLBA	$\overline{}$. 1	_	0.07 CITY OF DETROIT Pⅅ	CONOMIC DEVELOPMENT	_	-	0.07 CORPORATION	0.07 DLBA		0.07 DLBA	_	-	0.07 DLBA	0.07 DLBA	ECONOMIC DEVELOPMENT 0.08 CORPORATION	-	\neg	0.07 DLBA		U.U/ CURPURATION	ECONOMIC DEVELOPMENT 0.10 CORPORATION		_		0.07 DLBA	_	-	\neg	0.07 DLBA	_	0.07 DLBA	0.07 DLBA		0.07 DLBA	+-		0.10 DLBA	0.10 DLBA		-		0.10 DLBA	0.05 DLBA
W 32ND 33 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	W 32ND N 15 FT 32 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 15 X 100	W 32ND S 15 FT 32 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 15 X 100	W 3ZNU 31 BLN O-TITE BANBOUR & WARREN SUB LIO F42 FLA13, W C K 10/39 30 A 100	W 32ND N 15 FT 29 30 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X 100 W 32ND S 15 FT OF 29 28BLK 8 - FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 45 X	100	W 32ND 27 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	W 32ND 26 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	W 32ND 25 BLK 8-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	W 32ND 24 BLK 8-EVEE BABBOILD 8, WABBEN SIIB 146 D47 BLATS W C B 16/00 30 X 100	E 33RD ST 1 BLK 11-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS. W C R 16/99 33.22 X 100		C R 16/99	E 33RD 3 BLK11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100	E 33RD 4 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100	E 33RD 5 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100	בינונים סביא דבו ודב מתוסכסו אי אייויבינים סכם בנים ודב ובחום, אי כיו בען עם טמאנסס	E 33RD 7 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100	E 33RD 8 BLK 11 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30X100 E 33RD N 51 FT ON W LINE BG N 13.8 FT ON E LINE OF LOTS 10 & 9BLK 11; FYFE BARBER & WARRENS	SUBL16 P42 PLATS, W C R 16/99 51 IRREG	W 32ND 44 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W. CR 16/99 33. 22 X 100		W 32ND 43 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	W 32ND 42 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100 W 32ND 41 BLK 11-FYFE BARBOUR & WARREN SUB L16 P42 PLATS. W C R 16/99 30 X 100	טטאסער אייר חוויראים אין ומו באם אין ומו באם אומעראווים אייריאון מאייריאון מאייריאון אייריאון אייריאון אייריאון	W 32ND 40 BLK 11-FIFE BARBOOK & WARKEN SUB LIB P4Z PLATS, W C K 16/99 30 X 100	W 32ND PT OF 39 THRU 37 DESC AS BEG AT A PTE ON NE COR OF LOT 39 TH S 28D E 24,63 FT; TH S 42D 15M 14S W 96,45 FT; TH W 13.04 FT TO A PTE ON W LINE OF LOT 38 LYG 55.55 FT S OF NW COR OF LOT 39 TH ELY ALG NLY LINE 100 FT TO P O B BLK 11-FYFE BARBOUR & WAR	30 X	E 32ND 9 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 10 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 11 BLK 9-FYFE BARBOUR & WARKEN SUB L15 P42 PLATS, W.C. R 15/99 30 X 100 F 32ND 17 BLK 9-FYFE BARBOUR & WARKEN SUB 116 P42 PLATS, W.C. R 16/99 30 X 100	E 32ND 13 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 14 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	X 3	E 32ND 15 BLK 9-FYFE BARBOUK & WARREN SUB L16 F42 PLA15, W.C. K 15/99 30 X 100 F 32ND 17 RIK 9-FYFE RARROUR & WARREN SHR 16 F42 PLATS W.C. R 16/99 30 X 100	E 32ND 18 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 19 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 20 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 21 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 30 X 100	E 32ND 22 BLK 9-FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W. C. R 16/99 30 X 100	W C 1 10/33 30 A	W 31ST 8 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	W 31ST 7 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	W 31ST 6 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	W 31ST 5 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	31ST 4 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143	W 31SI 3 I HOMPSONS SUB L3 P69 PLAIS, W C R 16/98 30 X 143.61	W 3151 Z HUWIPSONS SUB L3 P69 PLA15, W C R 16/98 30 X 143:61 W 315T 1 THOMPSONS SUB L3 P69 PLATS. W C R 16/98 30 X 143:61	E 31ST 31 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 74.40A
VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACAINI RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT COMMERCIAL	VACANT RESIDENTIAL		VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	אכטאו ויבטבאווטר	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL		VACANT RESIDENTIAL	VACANT RESIDENTIAL	LATING COST TIMA ANY	VACANI RESIDENITAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	INCOME BUNGALOW	VACANT RESIDENTIAL	SINGLE FAMILY	VACANT RESIDENTIAL	SINGLE FAMILY		VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL	VACANT RESIDENTIAL
5357 32ND ST	5351 32ND ST	_	5345 32ND 31	5339 32ND ST	5327 32ND ST	5321 32ND ST	5315 32ND ST	5305 32ND ST	5303 32ND CT	5230 33RD ST		5222 33RD ST	5216 33RD ST	5210 33RD ST	5204 33RD ST			5186 33RD ST	5180 33RD ST	5229 32ND ST		5223 32ND ST	5217 32ND ST 5211 32ND ST	T3 GIACC 30C3	5205 32ND SI	5201 32ND ST	5390 32ND ST	5384 32ND ST	5380 32ND ST	53/4 32ND ST	5362 32ND ST	5356 32ND ST	5350 32ND ST	5338 32ND ST	5332 32ND ST	5326 32ND ST	5320 32ND ST	5314 32ND ST	5308 32ND ST	5349 315T ST	5345 31ST ST	5339 31ST ST	5333 31ST ST	5325 31ST ST	5321 31ST ST	5315 3151 SI	5301 31ST ST	5390 31ST ST
16012000.	16012001.001	16012001.002L	10012002.	16012003.	16012004-5	16012006.	16012007.	16012008.		16012427.	ı				16012423.	10012422.	16012421.	16012420.002L	16012420.001	16012010.		16012011.	16012012. 16012013.	7 700 700 7	15012014.	16012015-26	16011980.	16011979.	16011978.	16011977.	16011975.			16011972.	16011970.		$ \ $		16011966.		16011104.		16011106.		16011108.	16011109.	16011111.	١.

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	5386 31ST ST	VACANT RESIDENTIAL	E 31ST 32 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 IRREG		CITY OF DETROIT Pⅅ
16011091.	5380 31ST ST	VACANT RESIDENTIAL	E 31ST 33 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	0.10	DLBA
Ī	5368 315T ST	VACANT RESIDENTIAL	E 3131 34 I HOWIFSONS SUB L3 F03 FLATS, W. C.R. 10/38 SUX 143.01 F 31ST 35 THOMPSONS SUB 13 P69 PI ATS, W. C.R. 16/98 30 X 143 61		DIBA
	5362 31ST ST	VACANT RESIDENTIAL	31ST 35 THOMPSONS SUB L3 F 89 F ATS W C R 16/38 30 X	_	CLCA DI BA
	5362 3151 51	VACANI RESIDENITAL	E 3131 36 IHUMIPSUNS SUB L3 Pb9 PLATS, W C R 15/98 3U X 143.61		ULBA
16011087.	5354 3151 51	VACANT RESIDENTIAL	E 3131 37 I HOWINSOUNS 30 B L3 P09 PLAIS, W C R 10/38 30 A 143.51	0.10	DLBA
	5370 3131 31 5377 315T ST	VACANT RESIDENTIAL	E 31ST 39 THOWNESONS SUB L3 FOS FEATS, W. C.N. 10/38 SUX 143.01		DI BA
	3344 3131 31	VACANT RESIDENTIAL	E 3131 39 ITIONNESONS SUB L3 FUST FLATS, W C N 10/30 30 N 143.01		CITY OF DETROIT BODD
	2336 3131 31	VACANT RESIDENTIAL	E 3131 40 INDIVIPIONIS SUB L3 PG9 PLATS, W.C.R. 16/36 SUA 143.61		CITTOT DEINOIL PROD
	5320 31ST ST	VACANT RESIDENTIAL	E 31S1 4Z I HUMPSONS SUB L3 P69 PLATS, W. C. R 16/98 3U X 143.51	0.10	DLBA
1	5320 3131 31 5214 21CT CT	VACANT RESIDENTIAL	E 3131 43 I HOMPISONS 30B L3 F03 FLAIS, W C R 10/36 30 X 143.01	0.10	DLBA
16011030	5314 3131 31 5300 315T 5T	VACANT RESIDENTIAL	E 3131 44 INDIVIPSONS 30B L3 P09 PLAIS, W C R 16/38 30 A 143.51	0.10	DLBA
	5300 3151 51	VACANI RESIDENTIAL	E 3131 40 & 43 I HUMPSUNS SUB L3 P09 PLAIS, W C K 15/38 60 X 143.61	0.20	DLBA
16010803	5303 30TH ST	VACANT RESIDENTIAL	W 301H W 128.50 FI ON N LINE BG W 48.12 FI ON S LINE 47 I HOMPSONS SUB L3 PB9 PLAIS, W C R 16/08 85 80 IRREG	90 0	DI BA
16010803.0021	5309 30TH ST	VACANT RESIDENTIAL	LEGISCO MINES W 30TH 48 FXC EORD EXPWAY AS OP THOMPSONS SLIB L3 P69 PLATS W C R 16/98 26 IRREG	010	DI BA
$\overline{}$	5315 30TH ST	SINGLE FAMILY	IN 30TH AG THOMBOONS CHB 13 DEG DI ATS W/ CR 16/08 30 X 1/3 61		DI BA
	5333 30TH ST	VACANT RESIDENTIAL	W 30TH ST 52 THOMPSONS SILB 13 P69 PLATS W C R 16/98 30 X 143 61	0.10	DIBA
	5337 30TH ST	VACANT RESIDENTIAL	30TH ST 53 THOMPSONS SUB 13 P69 PI ATS W C B 16/98 30 X 143	0.10	DIBA
	5345 30TH ST	VACANT RESIDENTIAL	W 30TH ST 54 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61		DLBA
	5351 30TH ST	VACANT RESIDENTIAL	W 30TH ST 55 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61		DLBA
	5357 30TH ST	VACANT RESIDENTIAL	30TH ST 56 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143		DLBA
	5363 30TH ST	VACANT RESIDENTIAL	W 30TH ST 57 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 X 143.61	0.10	DLBA
16010793.	5369 30ТН ST	VACANT RESIDENTIAL	W 30TH ST 58 THOMPSONS SUB L3 P69 PLATS, W C R 16/98 30 IRREG	0.18	DLBA
16013115.	5301 JUNCTION	VACANT COMMERCIAL	W JUNCTION 46 THRU 1ALSO VAC 35TH ST 50 FT WD ADJ AND VAC ALLEY ADJ BLK 6 FYFE BARBOUR & WARREN SUB L16 P42 PLATS, W C R 16/99 183,966 SQ FT	4.23	CITY OF DETROIT PARKS
16013116.	5227 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 44 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 33.22 X 100	0.08	DLBA
16013117.	5221 JUNCTION	VACANT RESIDENTIAL	W IUNCTION 43 BIX 13-FYFF BARROLIR & WARRENS SIIB 116 P42 PLATS. W CR 16/99 30 X 100	0.07	ECONOMIC DEVELOPMENT
	5215 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 42 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
16013119.	5209 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 41 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
	5203 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 40 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
	5197 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 39 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
16013122.	5191 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 38 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
16013123.	5185 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 37 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS. W C R 16/99 30 X 100	0.07	ECONOMIC DEVELOPMENT CORPORATION
	S179 IIINCTION	VACANT RESIDENTIAL	W HINCTION 36 RIK 13-EYFE BARROLIR & WARRENS SHRI16 P42 PLATS W. C. R. 16/99 30 X 100	0.07	DI BA
	5173 ILINCTION	VACANT RESIDENTIAL	C R 16/99 30 X		DLBA
	5167 JUNCTION	VACANT RESIDENTIAL	W JUNCTION 34 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
-37	5161 JUNCTION	VACANT RESIDENTIAL	W JUNCTION TRIANG PT 338.32 BG N 40.48 FT ON W LINE & 100 FT ON N LINE BLK 13 FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 O I RREG		DLBA
	13 O 12 O 12	FINA DOS	E 35TH ST N 31.72 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.72 X		ECONOMIC DEVELOPMENT
	5222 33111 ST	VACANT RESIDENTIAL	200 1 2 S 1.50 FT 1 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 31.50 X	20.0	ECONOMIC DEVELOPMENT
	F2 11 F1 C 24 C 1	ALTERIOR PRODUCTION	CALVA CUT AND AND THE CALL AND	0	ECONOMIC DEVELOPMENT
	3210 33111 31	VACAINI RESIDEINI IAL	E 3311131 3 BEN 13-TITE BARBOON & WARNENS SUB LEG F42 FLA1S, W.C. N.LG/39 SU A 100	0.0	ECONOMIC DEVELOPMENT
16013727.	5208 35TH ST	VACANT RESIDENTIAL	E 35TH ST 4 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	CORPORATION
16013726.	5204 35TH ST	VACANT RESIDENTIAL	E 35TH ST 5 BLK 13-FYEE BARBOUR & WARRENS SUB L16 P42 PLATS. W. C. R 16/99 30 X 100	0.07	ECONOMIC DEVELOPMENT
	5198 35TH ST	VACANT RESIDENTIAL	E 35TH ST 6 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS. W C R 16/99 30 X 100	0.07	DLBA
١.	5192 35TH ST	VACANT RESIDENTIAL	E 35TH ST 7 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
	5186 35TH ST	VACANT RESIDENTIAL	E 35TH ST 8 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
	5180 35TH ST	VACANT RESIDENTIAL	E 35TH ST 9 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
	5172 35TH ST	VACANT RESIDENTIAL	E 35TH ST 10 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	$\overline{}$	DLBA
	5168 35TH ST	VACANT RESIDENTIAL	E 35TH ST 11 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100		DLBA
16013719.	5162 35TH ST	VACANT RESIDENTIAL	E 35TH ST 12 BLK 13-FYFE BARBOUR & WARRENS SUB L16 P42 PLATS, W C R 16/99 30 X 100	0.07	DLBA
16013709-18	5156 35TH ST	VACANT RESIDENTIAL	E 35.1FF FOUT 384.4 LYG N UP A LINE BEG A FI A PTE 2 280 E LY.UZF I FROM N E CUR I H S 40U Z3MI 31.5 W 75.02 FTTH V 830 1.6M 44S W 32.12 FT BLK 13 PYFE BARBOUR & WARRENS SUB L16 P42 PI ATT W. R R 16/49 55 36 RREA	0.09	A B
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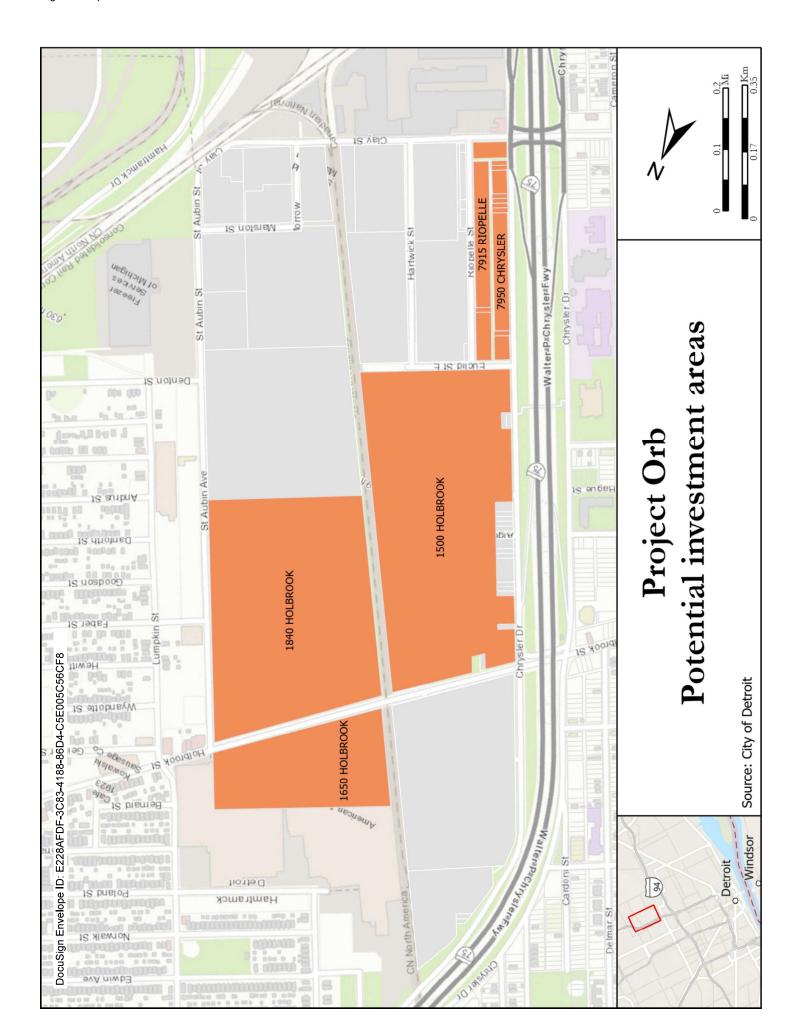


1240 Feet





Parcel			Property		Zoning		Sauare			Taxable	
Number	Address	Zip Code	Class Code	Class Code Property Class Name	Code	Tax Status	41	Acres	SEV	Value	Legal Description
7002108	7002108 8011 RIOPELLE	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$104	\$104 W RIOPELLE 111 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002612	7826 CHRYSLER	48211	301	INDUSTRIAL	M4	TAXABLE	3,000	0.069	\$39,000	\$5,496	\$5,496 E CHRYSLER FWY 163 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002613	7002613 7832 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$259	\$259 E CHRYSLER FWY 162 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002619	7868 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$209	\$209 E CHRYSLER FWY 156 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002620	7874 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$316	\$316 E CHRYSLER FWY 155 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002621	7002621 7880 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$209	\$209 E CHRYSLER FWY 154 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002622	7886 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,600	\$227	\$227 E CHRYSLER FWY 153 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
7002648	8042 CHRYSLER	48211	202	COMMERCIAL VACANT	M4	TAXABLE	3,006	0.069	\$1,500	\$209	\$209 E CHRYSLER FWY 127 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 30 X 100
											N HOLBROOK ALL THAT PART OF 1/4 SECS 38,39,42 & 43 T T A T LYG BETW HOLBROOK AVE 66
											FT WD & DETROIT- HAMTRAMCK CITY LINE & BETW ST AUBIN AVE 60 FT WD & GT WR R R/W
9003645	9003645 1650 HOLBROOK		302	INDUSTRIAL VACANT	Δ	TAXABLE	544,369	12.497	\$599,200		\$557,902 INCL VAC ST AUBIN ST 60 FT WD 9/ 602,033 SQ FT
											N CLAY 166 THRU 164 79 THRU 76 GUILLOZ & WHITAKERS SUB L8 P31 PLATS, W C R 7/73 216 X
07001587-	07001587- 1411 CLAY	48209	202	COMMERCIAL VACANT	4	TAXABLE	22,477	0.516	\$9,000	\$4,765 104	104
											S HOLBROOK LOTS 1 THRU 148 RUS SELL & BIGELOWS SUB L12 P27 PLATS W CR 7/78 ALSO
											LOTS 1 THRU 10, 29 THRU 34, 36 THRU 126 & 128 THRU 133 REUTTERS SUB L12 P30 PLATS W
											C R 7/77 AND LOTS 1 THRU 59 & 62 THRU 92 JA MOELLERS SUB L12 P26 PLATS W C R 7/76
07001660-	07001660- 1500 HOLBROOK		301	INDUSTRIAL	4	TAXABLE	1,602,485	36.788	\$865,100	\$731,702 AND LOT	AND LOT
											W RIOPELLE LOTS 121 THRU 112 GUILLOZ & WHITAKERS SUB L8 P31 PLATS W C R 7/73 30,603
07002098-	07002098- 8017 RIOPELLE		202	COMMERCIAL VACANT	M4	TAXABLE	30,587	0.702	\$11,300	\$3,742	\$3,742 SQ FT (306.03 X 100) COMB OF 07002098. THRU 07222107. LK 11/26/03
											W RIOPELLE LOTS 110 THRU 80 GUILLOZ & WHITAKERS SUB L8 P31 PLATS W C R 7/73 93,000
07002109-	07002109- 7915 RIOPELLE		202	COMMERCIAL VACANT	M4	TAXABLE	92,957	2.134	\$29,800	\$15,514	\$15,514 SQ FT (930 X 100) COMB OF 07002109-10 THRU 07002134-45 LK 11/26/03
											E CHRYSLER LOTS 161 THRU 157 GUILLOZ & WHITAKERS SUB L8 P31 PLATS W C R 7/73 15,000
07002614-	07002614- 7850 CHRYSLER		202	COMMERCIAL VACANT	M4	TAXABLE	15,006	0.344	\$6,300	\$2,190	\$2,190 SQ FT (150 X 100) COMB OF 07002614. THRU 07002618. LK 11/26/03
											E CHRYSLER LOTS 152 THRU 128 GUILLOZ & WHITAKERS SUB L8 P31 PLATS W C R 7/73 75,000
07002623-	07002623- 7950 CHRYSLER		202	COMMERCIAL VACANT	M4	TAXABLE	75,123	1.725	\$25,400	\$13,587	\$13,587 SQ FT (750 X 100) COMB OF 07002623. THRU 07002647. LK 11/26/03
											E CHRYSLER LOTS 126 THRU 122 GUILLOZ & WHITAKERS SUB L8 P31 PLATS W C R 7/73 15,603
07002649-	07002649- 8060 CHRYSLER		202	COMMERCIAL VACANT M4	4Μ	TAXABLE	15,632	0.359	\$6,500	\$3,447	53,447 SQ FT (156.03 X 100) COMB OF 07002649. THRU 07002653. LK 11/26/03



	А	В	Э	D	E	Ь	g
1			Packard	Site - Budg	Packard Site - Budget Estimate		
2	NORTH OF EAST GRAND BLVD	AND BLVD			SOUTH OF EAST GRAND BLVD) BLVD	
3	Address	Demo Estimate	Parcel ID		Address	Demo Estimate	Parcel ID
4							
2	5957 Concord*	\$ 560,373.08	15011568.008		5401 Concord	\$ 404,717.04	15011568.041
9	5997 Concord	\$ 1,840,780.80	15011568.006		5403 Concord	\$ 658,377.72	15011568.040
7	6141 Concord	\$ 1,785,031.20	15011568.004		5405 Concord*	\$ 66,555.00	15011568.039
8					5407 Concord	\$ 361,965.24	15011568.038
6					5525 Concord	\$ 665,550.00	15011568.028
10					5555 Concord	\$ 894,499.20	15011568.026
11					5151 Bellevue	\$ 724,932.72	15013238.000
12					Bellevue*	\$ 4,308,849.00	
13							
14	Total North:	\$ 4,186,185.08			Total South:	\$ 8,085,445.92	
15							
16					Total All:		\$ 12,271,631.00
17							
18	* changes from last version	version					

EXHIBIT C

REQUEST FOR PAYMENT FORM

Grantee:	
Site Address(es):	
	mation provided is truthful and accurate. I further rove for payment. If any information is missing of nation.
Submitted by:(Print Name)	Title:(Print Title)
	Date Submitted:
Signature:	Date Submitted.
Grant Amount: \$	Payment Requested: \$
SIGMA Vendor Number: (vendor number usually starts with "CV" or "VSS")	Address Code:
Documents Attached:	,

EXHIBIT B

DBRA Activities

[See attached].

Site Readiness Budget			
Project Name	Kettering	Eastern Market	Fort Stre
Type of Site	Industrial	Industrial	Industr
Address	6101 Van Dyke	Mack Ave / St. Aubin	6701 W. Fort, 201 Waterm
Acres	12 acres	19 acres	1
Status	Site Readiness	Site Readiness	Site Reading
Estimated Private Development			
Costs	\$ 22,400,000.00	\$ 36,224,000.00	\$ 45,000,000.0
State Funds	\$ 4,009,395.60	\$ 2,500,000.00	\$ 1,500,000.
Scope of Work	Total and partial demolition of above-ground structures and adjacent parking lot, abatement and environmental response and remediation activities, subsurface structure remediation and/or removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation; and associated site preparation activities for future development. Misc site clearing activities, including, but not limited to, stockpiled soil, rubble, tires, misc landscaping and grubbing. Abatement and demolition of the former	Total and partial demolition of above-ground structures, abatement and environmental response and remediation activities, subsurface structure remediation and/or removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation; and associated site preparation activities for future development. Misc site clearing activities, including, but not limited to, stockpiled soil, rubble, tires, misc landscaping and grubbing. Design and Reconstruction of rights-of-way, include, but not limited to: Erskine Street from Russell St. to Orleans St., Approx 450 linear ft. St Aubin St. from Mack Ave to Canfield St, Approx 2,055 linear ft. Illinois St., from Dequindre Railroad to St Aubin St, Approx 720 linear ft. Superior St., from Dequindre Railroad to St Aubin St, Approx 710 linear ft. Administration of foregoing.	Total and partial demolition of above-ground structures, abateme and environmental response and remediation activities, subsurface structure remediation and/or removal; stabilization and partial exterior rehabilitation of retained structures; infrastructure relocation and associated site preparation activities for future development. Misc site clearing activities, including, but not limited to, stockpiled soil, rubble, tires, misc landscaping and grubbing.
ead Parcel/Address	Parcel ID: 17010007-42 (see attached map)	Parcel ID: None, proposed work in right of way. Parcel ID of Project Beneficiaries: 07001978-82, 09002034- 50, et al	Parcel ID: 18000411-2, 23002016.160, 18000413-4 et al
Potential Jobs	130	291	

Total Budget	\$ 8,009,395.60
DBRA Admin Fee (included -	
Eastern Mkt)	\$ 50,000.00
Direct Jobs Created	763

EXHIBIT C

Supporting Documentation

- 1. Subgrant agreements
- 2. Contractor's Sworn Statement
- 3. Contractor's Pay Applications
- 4. Partial Unconditional Waiver of Lien
- 5. Final Unconditional Waiver of Lien
- 6. Completed W-9 Form
- 7. Subgrantee and Contractor Insurance Certificates (showing DBRA and City of Detroit as additional insureds)
- 8. Copies of all executed agreements between DBRA and/or subgrantees and their respective contractors and subcontractors
- 9. Copies of all right of way permits, building permits, and other required permits and licenses for the DBRA Activities
- 10. Copies of invoices from DBRA's and/or subgrantees' professional service contractors and subcontractors.
- 11. For any costs for which reimbursement is requested, proof of payment.
- 12. For any costs for which disbursement is requested prior to payment of the contractor, proof of payment for such costs must be included in the subsequent Disbursement Request.