



**PLANNING AND  
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center  
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Detroit, Michigan 48226

Phone 313•224•1339  
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February 10, 2022

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

Re: Request for Property Transfer to the City of Detroit Brownfield  
Redevelopment Authority in Connection with the Land Assembly Project

Dear Honorable City Council:

At the request of the City of Detroit (the “City”), the City of Detroit Brownfield Redevelopment Authority (“DBRA”) has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the “Land Assembly Project”).

The former AMC headquarters site located at 14250 Plymouth Road (the “AMC Site”) was acquired by the City in 2018 and is considered a key industrial site. DBRA has identified publicly-owned parcels in the vicinity of the AMC Site, including the City-owned parcels described in **Exhibit A** hereto (together with the AMC Site, the “City Property”) and certain parcels owned by the Detroit Land Bank Authority (“DLBA”) described on **Exhibit B** hereto (the “DLBA Property”), which DBRA believes will maximize the redevelopment potential of the AMC Site.

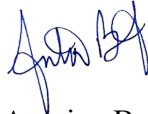
The DBRA and NorthPoint Development, LLC (on behalf of a to be formed affiliate) (the “Developer”) have entered into that certain agreement dated as of November 10, 2021 relating to the sale of the City Property, the DLBA Property and certain other property owned by the DBRA (such property, collectively referred to as the “Project Property”) in support of the construction of a combined facility of at least 500,000 square feet for industrial uses related to advanced manufacturing, assembly, or transportation, distribution, and logistics to be constructed in 2 phases (the “Project”). The Project is expected to and result in \$ 66 million of investment in the Project Property and create up to 400 new jobs.

DBRA proposes a purchase price for the City Property estimated at \$4,860,000, calculated as the sum of the appraised value of \$3.13 per square foot, and \$10,000 for the parcel located at 12201 Strathmoor, subject to certain adjustments based on a final survey and/or updated appraisal and against which Developer would receive a credit at closing for anticipated costs of demolition and remedial action undertaken by Developer at the Property (the “Purchase Price”), as further described in the attached Land Transfer Agreement. The Purchase Price would be payable by DBRA from the net sale proceeds from the sale of the City Property pursuant to a non-recourse promissory note executed by the DBRA.

In furtherance of the Land Assembly Project, the Planning and Development Department seeks City Council’s approval to enter into a Land Transfer Agreement substantially in the form attached hereto as **Exhibit C**, to convey the City Property to DBRA for the Purchase Price for the purpose of causing the Project to be developed at the Project Property and approval of the DLBA’s transfer of the DLBA Property to the DBRA for the Project.

Based on the foregoing, we respectfully request that this Honorable Body approve the attached Resolution in furtherance of the transactions described in this letter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Antoine Bryant".

Antoine Bryant,  
Director,  
Planning & Development Department

## RESOLUTION

BY COUNCIL MEMBER: \_\_\_\_\_

**WHEREAS**, at the request of the City of Detroit (the “City”), the City of Detroit Brownfield Redevelopment Authority (“DBRA”) has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the “Land Assembly Project”); and

**WHEREAS**, in 2018, the City acquired the former AMC headquarters site located at 14250 Plymouth Road (the “AMC Site”) as a key industrial site and DBRA has identified publicly-owned parcels in the vicinity of the AMC Site, including the City-owned parcels described in **Exhibit A** hereto (together with the AMC Site, the “City Property”) and certain parcels owned by the Detroit Land Bank Authority (“DLBA”) described on **Exhibit B** hereto (the “DLBA Property”) which DBRA believes will maximize the redevelopment potential of the AMC Site; and

**WHEREAS**, the DBRA and NorthPoint Development, LLC (on behalf of a to be formed affiliate) (the “Developer”) have entered into that certain agreement dated as of November 10, 2021 (as amended, the “Development Agreement”) relating to the sale of the City Property, the DLBA Property and certain other property owned by the DBRA (such property, collectively referred to as the “Project Property”) in support of the construction of a combined facility of at least 500,000 square feet for industrial uses related to advanced manufacturing, assembly, or transportation, distribution, and logistics to be constructed in 2 phases (the “Project”); and

**WHEREAS**, DBRA has requested that the City convey the City Property to the DBRA, or at DBRA’s election, Developer or Developer’s designee, pursuant to a Land Transfer Agreement substantially in the form attached hereto as **Exhibit C** (the “Land Transfer Agreement”), for a purchase price estimated at \$4,860,000, calculated as the sum the appraised value of \$3.13 per square foot, and \$10,000 for the parcel located at 12201 Strathmoor, subject to certain adjustments based on a final survey and/or updated appraisal and against which Developer would receive a credit at closing for anticipated costs of demolition and remedial action undertaken by Developer at the Property (the “Purchase Price”), as further described in the attached Land Transfer Agreement; and

**WHEREAS**, the DBRA has also requested approval of City Council of the conveyance by the DLBA of the DLBA Property; and

**WHEREAS**, the City of Detroit is authorized pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of 1996, to transfer property to the DBRA; and

**NOW THEREFORE, IT IS RESOLVED**, that the conveyance by the City, through its Planning and Development Department (“P&DD”), of the Property to the DBRA, or DBRA’s designee, for purposes of the Land Assembly Project, for the Purchase Price, which Purchase Price

would be payable by DBRA from the net sale proceeds from the sale of the City Property pursuant to a non-recourse promissory note executed by the DBRA; and be it further

**RESOLVED**, that Detroit City Council hereby approves the Land Transfer Agreement in substantially the form attached hereto as **Exhibit C**; and be it further

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

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

**RESOLVED**, that the City Property, or any parcel or parcels comprising the City Property, authorized to be conveyed to the DBRA under this resolution may, at DBRA's election and subject to the consent of the DLBA, be conveyed by the City to the DLBA for purposes of quieting title, with the DLBA thereafter deeding a property so transferred either back to the City, to the DBRA, or to DBRA's designee; and be it further

**RESOLVED**, that the City Council hereby approves the conveyance by the DLBA of the DLBA Property for purposes of the Project, subject to terms approved by the DLBA Board of Directors; and be it finally

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

**EXHIBIT A**  
**City Property**

<b>Tax Parcel</b>	<b>Address</b>	<b>Legal_Description</b>
22038870-3	12311 MARK TWAIN	E HUBBELL 36 PT OF LOTS 19,20 & 35 & S 1/2 W 33 FT VAC MARK TWAIN AVE ADJ VAC FOLEY AVE 60 FT WD FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS, WCR 22/580 DESC AS FOLS BEG AT INTERSEC OF W LINE OF MARK TWAIN AVE 60 FT WD & N LINE OF FOLEY AVE 60 FT WD TH ALG N LINE OF FOLEY ST S 89D 54M 45S W 264.52 FT TO E LINE OF STRATHMOOR AVE TH N 0D 07M 09S W 125.10 FT TH N 89D 45M 06S E 132.00 FT TH N 00D 25M 40S W 18.06 FT TH S 89D 54M 45S W 1.04 FT TH N 00D 24M 00S W 185.30 FT TH N 89D 26M 31S W 9.38 FT TH N 00D 29M 39S W 47.63 FT TO CL OF VAC FOLEY AVE TH N 89D 54M 45S E 177.47 FT TO E LINE OF W 33 FT MARK TWAIN TH S 89D 54M 45S W 33 FT TH S 00D 05M 15S E 376.56 FT TO POB 22/--- 77,493 SQ FT
22037438-43	12245 MARK TWAIN	W MARK TWAIN 34&21 FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS, W C R 22/580 63,188 SQ FT
22006074.003	12310 MARK TWAIN	N PLYMOUTH ALL THAT PT OF S E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS: BEG ATINTSEC E LINE MARK TWAIN AVE 33 FT WD (PLATTED) & N LINE OF VAC FOLEY AVE 60 FT WD TH N 00D 05M 15S W 220.09 FT TO SLY LINE OF C & O RR R O W TH N 89D 45M 18S E 27 FT TH N 89D 42M 15S 49.01 FT TH S 00D 17M 45S E 28.81 FT TH ONCUR TO R 132.84 FT RAD 716.79 FT CENT ANG 10D 37M 06S CH BRG S 68D40M 53S E 132.65 FT TH ON CUR TO L 193.61 FT RAD 590 FT 18D 48M 06S CH BRG S 41D 57M 51S W 192.74FT TH S 89D 54M 45S W 70.52 FT TO P O B 22/--- 27,439 SQ FT
22006074.002	12300 MARK TWAIN	N PLYMOUTH ALL THAT PT OF SE 1/4 SEC 30 T 1 S R 11 E DESC AS BEG AT A PTE IN E LINE MARK TWAIN AVE 60 FT WD DIST N 00D 07M 55S W 1200 FT FROM INTSEC N LINE PLYMOUTH RD 103 FT WD TH N 00D 07M 55S W 649.19 FT TH S 89D 54M 45S W 27 FT TH N 00D 05M 15S W 406.56 FT TH N 89D 54M 45S E 70.52 FT TH ON CUR TO R 193.61 FT RAD 590 FT CH BRG N 41D57M 51S E 192.74 FT TH ON CUR TO R 792.56 FT RAD 716.79 FT CH BRG S 31D 44M 29S E 752.80 FT TH S 00D 03M 55S E 558.58 FT TH S 89D 58M 05S W 566.54 FT TO P O B 22/--- 604,475 SQ FT
22006074.001	14250 PLYMOUTH	N PLYMOUTH PT OF S E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS BEG AT A PTE IN E LINE MARK TWAIN 60 FT WD 60 FT NLY ALG SD LINE FROM S LINE SD SEC TH N 0D 07M 55S W 1200 FT TH N 89D 58M 05S E 566.54 FT TH S 0D 03M 55S E 1200 FT TH WLY ALG N LINE PLYMOUTH RD 565.14 FT TO P O B 22/--- 679,008 SQ FT
22006735.	14306 FULLERTON	N FULLERTON ALL THAT PT OF N E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS BEG AT A PTE DIST N 89D 45M E 193 FT FROM INT SEC OF E LINE OF MARK TWAIN AVE & N LINE OF FULLERTON AVE TH N 291.76 FT TH N 70D 48M E 37.06 FT TH N 77D 45M 30S E 76.74 FT TH N 69D 23M 30S E 50.29 FT TH S 337.23 FT TH S 89D 45M W 157.07 FT TO P O B 22/--- 49,267 SQ FT

22038877. 12400 STRATHMOOR E HUBBELL 37 & 38 PT OF 39 PT OF VAC FOLEY AVE,STRATHMOOR & MARK TWAIN AVE  
FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS, W C R 22/580 DESC AS FOLS: BEG AT NW  
COR OF LOT 40 & E LINE OF HUBBELL AVE 66 FT WD TH N 89D 45M 18S E 135 FT TO THE P O B TH  
N 89D 45M 18S E 495.87 FT TO THE CENT LINE OF MARK TWAIN TH S 00D 05M 15S E 250.09 FT  
TH S 89D 54M 45S W 174.47 FT TH N 00D 29M 39S W 29.19 FT TH S 89D 54M 45S W 161.13 FT TH  
N 00D 32M 09S W 64.21 FT TH S 89D 55M 00S W 123 FT TH N 00D 15M 00S E 40.91 FT TH N 00D  
32M 09S W 63 FT TH S 89D 55M 00S W 123 FT TH N 00D 15M 00S E 40.91 FT TH S 89D 55M 00S  
W 0.70 FT TH N 00D 15M 00S E 40.23 FT TH N 89D 04M 46S W 31.71 FT TH N 00D 11M 51S E  
39.20 FT TH N 89D 18M 43S W 1.82 FT TH N 00D 07M 09S W 34.40 FT TO THE P O B 22/---

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22038545. 12201 STRATHMOOR W STRATHMOOR S 53.50 FT 16 FRISCHKORNS GRAND RIVER FARMS L39 P64 PLATS, W C R 22/580  
53.50 X 132

**EXHIBIT B**  
**DLBA Property**

12400 Hubbell  
12270 Hubbell  
12264 Hubbell  
12250 Hubbell  
12252 Hubbell  
12200 Hubbell  
12269 Strathmoor  
12251 Strathmoor  
12187 Strathmoor  
12092 Hubbell  
12121 Strathmoor  
12111 Strathmoor  
12101 Strathmoor  
12610 Strathmoor  
12600 Strathmoor  
12639 Mark Twain  
12625 Mark Twain  
12619 Mark Twain  
12617 Mark Twain  
12603 Mark Twain  
12644 Mark Twain  
12638 Mark Twain  
12610 Mark Twain  
14310 Fullerton  
12240 Hubbell

## EXHIBIT C

### TRANSFER OF LAND AGREEMENT

#### Industrial Land Assembly Project:

Former American Motors Corporation Site  
(14250 Plymouth Road)

This Transfer of Land Agreement ("**Transfer Agreement**") made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF DETROIT**, a Michigan municipal corporation, acting by and through its Planning and Development Department (hereinafter referred to as the "**City**") and **THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate (hereinafter referred to as the "**DBRA**").

### WITNESSETH:

**WHEREAS**, at the request of the City, the DBRA has been engaged in land assembly activities aimed at establishing market-ready industrial sites within City limits in order to attract manufacturing and logistics companies (the "**Land Assembly Project**"); and

**WHEREAS**, the former AMC headquarters site located at 14250 Plymouth Road (the "**AMC Site**") was acquired by the City in 2018 and it is considered to be a key industrial site; and

**WHEREAS**, the DBRA has identified certain parcels owned by the City in the vicinity of the AMC Site, as further described on **Exhibit A** attached hereto (including adjacent streets and alleys heretofore and hereinafter vacated, collectively with the AMC Site, the "**Property**"), which will maximize the redevelopment potential of the AMC Site; and

**WHEREAS**, in furtherance of the Land Assembly Project, the DBRA and NorthPoint Development, LLC (on behalf of a to be formed affiliate) (the "**Developer**") have entered into that certain agreement dated as of November 10, 2021 (as amended, the "**Development Agreement**") relating to the sale and redevelopment of the Property and certain other parcels owned by the Detroit Land Bank Authority ("**DLBA**") and the DBRA (such property, collectively referred to as the "**Project Property**") in support of the construction of a combined facility of at least 500,000 square feet for industrial uses related to advanced manufacturing, assembly, or transportation, distribution, and logistics to be constructed in 2 phases (the "**Project**"); and

**WHEREAS**, in order to facilitate the development of the Project Property, the DBRA has requested that the City convey the Property to the DBRA; and

**WHEREAS**, this Agreement shall not become effective without the approval of a resolution by each of the City of Detroit City Council (the "**City Council**") and the Board of Directors of the DBRA (the "**DBRA Board**") approving this Agreement and authorizing the execution, delivery, and performance of this Agreement and the transactions contemplated hereby; and



**WHEREAS**, the City has agreed to transfer the Property to the DBRA in accordance herewith, pursuant to resolution of the City Council dated \_\_\_\_\_, and attached hereto as **Exhibit B**.

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

## **ARTICLE I**

1.01 **Sale**. Subject to the terms, covenants and conditions of this Transfer Agreement, the DBRA agrees to purchase, and the City agrees to convey, the Property for the Purchase Price identified in and as adjusted in accordance with Section 1.02 below. On the date or dates selected by DBRA following the execution hereof, the City shall convey the Property to the DBRA by one or more quit claim deed(s) substantially in the form of **Exhibit C** attached hereto. Further, at DBRA's election, the City will convey the Property directly to Developer or Developer's designee.

1.02 **Purchase Price**. The purchase price is estimated at \$4,860,000, and shall be calculated as the sum of \$10,000 for the parcel located at 12201 Strathmoor and \$3.13 per square foot for the balance of the Property, which amount represents the appraised value of the Property based on a July, 2021 appraisal commissioned by DBRA (the "**2021 Appraisal**") (the "**Purchase Price**"), subject to adjustments provided for in the Development Agreement and as confirmed by the City's Office of the Chief Financial Officer, including but not limited adjustments resulting from a final survey, closing prorations and less a credit issued at Developer's closing for Developer's Estimated Eligible Costs (as defined below) (collectively, the "**Closing Adjustments**"). Further, in the event that Developer, at its sole cost and expense and pursuant to the terms of the Development Agreement, elects to obtain a second appraisal for the Property (excluding 12201 Strathmoor), the Purchase Price will be the average of the appraised value contained in the appraisal ordered by the Developer and the 2021 Appraisal, as confirmed by the City's Office of the Chief Financial Officer.

The Purchase Price shall be paid to the City pursuant to the terms of a promissory note, executed by the DBRA for the benefit of the City (the "**Note**"). The Note shall be payable upon the sale of the Property to Developer and shall be payable solely from the sale proceeds received by the DBRA following the sale of the Property, net of all Closing Adjustments. In the event that the net sale proceeds following the DBRA's sale of the Property are insufficient to pay the Purchase Price in full, the Note shall be non-recourse to the DBRA and the DBRA's payment of a portion of the Purchase Price shall fulfill all obligations contained under the Note. Notwithstanding the foregoing, the City and DBRA acknowledge and agree that the net sale proceeds from the Property shall exclude any sale proceeds attributable to the Mark Twain Acquisition and Carrying Costs.

**"Estimated Eligible Costs"** shall mean Developer's estimated costs for the Demolition and Remediation Activities relating to the Project Property, based on cost estimates prepared by Developer's consultants and /or contractors and subject to the DBRA's approval.

“**Demolition and Remediation Activities**” shall mean excavation work, demolition, removal of underground structures, slabs, mats, foundations, vaults and any other existing structures, environmental remediation, soil removal and replacement, extensive utility relocation, soil compaction, grading and shoring, extensive dewatering, sheet piling or appropriate earth retention, site protection and engineering or other consultant services, and reasonable overhead and profit in connection with work performed by third party contractors, as reasonably required to address subsurface conditions of the Project Property.

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

1.05 Payment of Miscellaneous Expenses. The DBRA shall be responsible for recording and paying any fees for recording the quitclaim deed(s) and any other documents that the City determines must be recorded in connection with the transfer and development of the Property. DBRA, at its option, may have the Developer pay the costs contemplated by this Section 1.05.

1.06 Condition of the Property. The DBRA shall accept the Property "**AS IS**" “WHERE IS,”, without any representation by or warranty whatsoever from the City as to the condition of the Property.

## **ARTICLE II**

2.01 Development Agreement. The DBRA has entered into the Development Agreement with the Developer which provides for the sale of the Project Property to the Developer for the development of the Project in accordance with the terms of the Development Agreement. DBRA's obligations with respect to the net proceeds received by the DBRA from the disposition of the Property shall be governed by Section 1.02 of this Transfer Agreement. The DBRA shall, prior to amending the Development Agreement, submit such amendment to the City for review and approval by the Director of P&DD.

2.02. Certificate of Completion. With respect to any portion of the Property conveyed to Developer pursuant to the Development Agreement (the “**Developed Parcels**”), upon the satisfaction of the terms and conditions of the Development Agreement by the Developer, the DBRA may record a certificate of completion acknowledging that the development of the

Developed Parcels has been completed in accordance with the Development Agreement (the “**Certificate of Completion**”). Upon the recording of said Certificate of Completion, the DBRA’s obligations pursuant to this Transfer Agreement with respect to the Developed Parcels shall be deemed satisfied, and the terms and conditions of this Transfer Agreement, including but not limited to the provisions of Article III, shall no longer apply to any Developed Parcels which are described in the Certificate of Completion.

### **ARTICLE III**

3.01 **Default.** If the DBRA fails to comply with any material terms of this Transfer Agreement with respect to the City and the Property, the DBRA shall within thirty (30) days after receipt of written notice from the City, convey the Property to the City by quitclaim deed and assign to the City the DBRA's interest in the Property conveyed, including any mortgage, security interest, promissory note or other instrument pertaining thereto that was executed pursuant hereto. In the event that the DBRA fails to convey the Property and assign its interest therein pursuant to this Section 3.01, the DBRA hereby appoints the City its attorney-in-fact, with full power and authority to execute any and all documents necessary or convenient to convey the Property by quitclaim deed from the DBRA to the City and otherwise assign the DBRA's interest in any portion of the Property to the City.

In the event the Property is to be conveyed to the City as set forth above, the DBRA shall also convey to the City any and all of the DBRA’s right, title, and interest in and to any and all other real property or interests in real property (i) subject to the Development Agreement, and/or (ii) comprising any part of the Project Property, and/or (ii) included within the meaning of the term “Project Property,” whether or not specifically identified or described, subject to the terms and conditions described below. With respect to the Mark Twain Parcel (as defined in the Development Agreement), such transfer shall be subject to the terms and conditions of that certain Transfer of Land Agreement (Industrial Land Assembly Project: 12843 Greenfield) dated as of July 14, 2021, by and between the DBRA and City, including but not limited to the payment by the City of the DBRA’s Acquisition and Carrying Costs as described in Section 2.02 of such agreement. With respect to the DLBA Property (as defined in the Development Agreement), such transfer will be subject to the consent of and any conditions imposed by the DLBA. With respect to the Private Parcels (as defined in the Development Agreement), such transfer shall be contingent upon (i) DBRA exercising any purchase rights it may have with respect to the Private Parcels under Sections 4.03 and 16.03 of the Development Agreement and (ii) the reimbursement by the City to the DBRA of any acquisition, closing and carrying costs incurred by the DBRA with respect to its acquisition of any such Private Parcels.

3.02 **Non-exclusive Remedy.** The remedy provided for in Section 3.01 hereof shall be cumulative of all other remedies at law or in equity and shall not be the exclusive remedy of the City against the DBRA for default by the DBRA under the terms of this Transfer Agreement.

### **ARTICLE IV**

4.01 **Independent Contractors.** The relationship of the City and the DBRA is, and shall continue to be, an independent contractor relationship and no liability or benefits such as workers'

compensation, pension rights or liabilities, insurance rights or liabilities or other provisions of liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to any party or any party's agents or employees as a result of this Transfer Agreement.

#### **ARTICLE V**

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

#### **ARTICLE VI**

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

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

#### **ARTICLE VII**

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

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

## ARTICLE VIII

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

For the City:

City of Detroit Planning and Development Department  
2 Woodward Avenue, Suite 808  
Detroit, Michigan 48226  
ATTENTION: Director

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

For the DBRA:

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

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

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

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

8.03 Amendments. The City or the DBRA may consider it in its best interest to modify or to extend a term or condition of this Transfer Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DBRA, shall be incorporated in written amendments to this Transfer Agreement. Unless otherwise stated in the amendment, such amendments shall not invalidate this Transfer Agreement, nor relieve or release the City or the DBRA from any of its obligations hereunder. Any such amendment shall be subject to (i) the approval of the Detroit City Council if and as so required by the Detroit City Code, and (ii) the approval of the Corporation Counsel of the City of Detroit in accordance with Sec. 7.5-206 of the 2012 City Charter.

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

8.05 Provisions Not Merged With Deed. No provision of this Transfer Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the DBRA or from the DBRA to the City.

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

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

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

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

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

8.11 Effective Date. This Transfer Agreement shall become effective upon and the date that is five (5) days after the City Council resolution approving this Transfer Agreement becomes effective under the City's Charter and ordinances (the "**Effective Date**").

[Signatures on following pages]



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

---

By: Antoine Bryant  
Director

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on July \_\_\_\_, 2022, by Antoine Bryant, Director of the Planning and Development Department, on behalf of the City of Detroit, a municipal corporation.

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Notary Public, Wayne County, Michigan  
My commission expires:

Approved as to form:

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Bruce N. Goldman  
Chief Assistant Corporation Counsel

Authorized by City Council resolution adopted \_\_\_\_\_, 2022.

This Instrument Drafted by and when recorded return to:  
Rebecca Navin, Esq.  
500 Griswold, Suite 2200  
Detroit, MI 48226



## EXHIBIT A

### Property

Tax Parcel	Address	Legal Description
22038870-3	12311 MARK TWAIN	E HUBBELL 36 PT OF LOTS 19,20 & 35 & S 1/2 W 33 FT VAC MARK TWAIN AVE ADJ VAC FOLEY AVE 60 FT WD FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS,WCR 22/580 DESC AS FOLS BEG AT INTERSEC OF W LINE OF MARK TWAIN AVE 60 FT WD & N LINE OF FOLEY AVE 60 FT WD TH ALG N LINE OF FOLEY ST S 89D 54M 45S W 264.52 FT TO E LINE OF STRATHMOOR AVE TH N 0D 07M 09S W 125.10 FT TH N 89D 45M 06S E 132.00 FT TH N 00D 25M 40S W 18.06 FT TH S 89D 54M 45S W 1.04 FT TH N 00D 24M 00S W 185.30 FT TH N 89D 26M 31S W 9.38 FT TH N 00D 29M 39S W 47.63 FT TO CL OF VAC FOLEY AVE TH N 89D 54M 45S E 177.47 FT TO E LINE OF W 33 FT MARK TWAIN TH S 89D 54M 45S W 33 FT TH S 00D 05M 15S E 376.56 FT TO POB 22/--- 77,493 SQ FT
22037438-43	12245 MARK TWAIN	W MARK TWAIN 34&21 FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS, W C R 22/580 63,188 SQ FT
22006074.003	12310 MARK TWAIN	N PLYMOUTH ALL THAT PT OF S E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS: BEG ATINTSEC E LINE MARK TWAIN AVE 33 FT WD (PLATTED) & N LINE OF VAC FOLEY AVE 60 FT WD TH N 00D 05M 15S W 220.09 FT TO SLY LINE OF C & O RR R O W TH N 89D 45M 18S E 27 FT TH N 89D 42M 15S 49.01 FT TH S 00D 17M 45S E 28.81 FT TH ONCUR TO R 132.84 FT RAD 716.79 FT CENT ANG 10D 37M 06S CH BRG S 68D40M 53S E 132.65 FT TH ON CUR TO L 193.61 FT RAD 590 FT 18D 48M 06S CH BRG S 41D 57M 51S W 192.74FT TH S 89D 54M 45S W 70.52 FT TO P O B 22/--- 27,439 SQ FT
22006074.002	12300 MARK TWAIN	N PLYMOUTH ALL THAT PT OF SE 1/4 SEC 30 T 1 S R 11 E DESC AS BEG AT A PTE IN E LINE MARK TWAIN AVE 60 FT WD DIST N 00D 07M 55S W 1200 FT FROM INTSEC N LINE PLYMOUTH RD 103 FT WD TH N 00D 07M 55S W 649.19 FT TH S 89D 54M 45S W 27 FT TH N 00D 05M 15S W 406.56 FT TH N 89D 54M 45S E 70.52 FT TH ON CUR TO R 193.61 FT RAD 590 FT CH BRG N 41D57M 51S E 192.74 FT TH ON CUR TO R 792.56 FT RAD 716.79 FT CH BRG S 31D 44M 29S E 752.80 FT TH S 00D 03M 55S E 558.58 FT TH S 89D 58M 05S W 566.54 FT TO P O B 22/--- 604,475 SQ FT

22006074.001	14250 PLYMOUTH	N PLYMOUTH PT OF S E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS BEG AT A PTE IN E LINE MARK TWAIN 60 FT WD 60 FT NLY ALG SD LINE FROM S LINE SD SEC TH N 0D 07M 55S W 1200 FT TH N 89D 58M 05S E 566.54 FT TH S 0D 03M 55S E 1200 FT TH WLY ALG N LINE PLYMOUTH RD 565.14 FT TO P O B 22/--- 679,008 SQ FT
22006735.	14306 FULLERTON	N FULLERTON ALL THAT PT OF N E 1/4 SEC 30 T 1 S R 11 E DESC AS FOLS BEG AT A PTE DIST N 89D 45M E 193 FT FROM INT SEC OF E LINE OF MARK TWAIN AVE & N LINE OF FULLERTON AVE TH N 291.76 FT TH N 70D 48M E 37.06 FT TH N 77D 45M 30S E 76.74 FT TH N 69D 23M 30S E 50.29 FT TH S 337.23 FT TH S 89D 45M W 157.07 FT TO P O B 22/--- 49,267 SQ FT
22038877.	12400 STRATHMOOR	E HUBBELL 37 & 38 PT OF 39 PT OF VAC FOLEY AVE, STRATHMOOR & MARK TWAIN AVE FRISCHKORNS GRAND RIVER FARMS SUB L39 P64 PLATS, W C R 22/580 DESC AS FOLS: BEG AT NW COR OF LOT 40 & E LINE OF HUBBELL AVE 66 FT WD TH N 89D 45M 18S E 135 FT TO THE P O B TH N 89D 45M 18S E 495.87 FT TO THE CENT LINE OF MARK TWAIN TH S 00D 05M 15S E 250.09 FT TH S 89D 54M 45S W 174.47 FT TH N 00D 29M 39S W 29.19 FT TH S 89D 54M 45S W 161.13 FT TH N 00D 32M 09S W 64.21 FT TH S 89D 55M 00S W 123 FT TH N 00D 15M 00S E 40.91 FT TH N 00D 32M 09S W 63 FT TH S 89D 55M 00S W 123 FT TH N 00D 15M 00S E 40.91 FT TH S 89D 55M 00S W 0.70 FT TH N 00D 15M 00S E 40.23 FT TH N 89D 04M 46S W 31.71 FT TH N 00D 11M 51S E 39.20 FT TH N 89D 18M 43S W 1.82 FT TH N 00D 07M 09S W 34.40 FT TO THE P O B 22/---
22038545.	12201 STRATHMOOR	W STRATHMOOR S 53.50 FT 16 FRISCHKORNS GRAND RIVER FARMS L39 P64 PLATS, W C R 22/580 53.50 X 132

**EXHIBIT B**

**City Council Resolution Authorizing Execution of Transfer Agreement**

(See attached)

**EXHIBIT C**

**Form of Deed**

**QUIT CLAIM DEED**

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That the **City of Detroit**, a Michigan public body corporate, the address of which is 2 Woodward Avenue, Detroit, Michigan 48226, quit claims to [**City of Detroit Brownfield Redevelopment Authority**, a Michigan public authority and body corporate (the “**Grantee**”), the address of which is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226] [OR INSERT DBRA’s DESIGNEE UNDER SECTION 1.01 OF LTA], the premises located in the City of Detroit, Wayne County, Michigan, described on **Exhibit A** attached hereto and made a part hereof (the “**Land**”) for the sum of \_\_\_\_\_, together with all appurtenances thereon together with all reversionary interests in adjoining rights-of-way, streets, alleys and public easements, and subject to easements and building and use restrictions of record.

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

This Deed is dated as of \_\_\_\_\_.

**[Signatures Follow]**

**Grantor:**  
CITY OF DETROIT,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Antoine Bryant  
Director  
Planning and Development Department

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2022,  
by Antoine Bryant, Director, Planning and Development Department of the City of Detroit, a  
Michigan municipal corporation, on behalf of said municipal corporation.

Notary's Stamp \_\_\_\_\_ Notary's Signature \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

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

Approved by Detroit City Council on \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

\_\_\_\_\_  
John Naglick  
Deputy CFO / Finance Director

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

**EXHIBIT A TO DEED**  
**LEGAL DESCRIPTION**  
**The Property**