



**PLANNING AND
DEVELOPMENT DEPARTMENT**

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February 13, 2025

To: Honorable City Council

From: Alexa Bush, Director
Planning and Development Department

Re: Riverwalk Extension – West Riverfront

The City of Detroit Planning and Development Department (“PDD”) has received an offer from the City of Detroit Downtown Development Authority (“DDA”) requesting the conveyance by the City of Detroit (the “City”) of a 15-foot swath of land located between Ralph C. Wilson, Jr. Centennial Park and the vacant land owned by the DDA at 1351 W. Jefferson.

In 2004, the DDA acquired the property commonly known as 1351 West Jefferson and more particularly described on **Exhibit A** attached hereto and made hereof, (the “**DDA Parcel**”), which is situated to the west of the Riverfront Towers project and to the east of the West Riverfront Park, now known as Ralph C. Wilson, Jr. Centennial Park (the “**Wilson Park**”). The Detroit Riverfront Conservancy (the “**Conservancy**”) has constructed and maintains secured funding to connect the Riverwalk from the site of the former Joe Louis Arena to the Ralph C. Wilson Park. In 2021, the DDA and the Conservancy entered into an Easement Agreement (the “**Easement Agreement**”), whereby the DDA granted the Conservancy an easement over the DDA Parcel for the extension of the Riverwalk, which easement is more particularly described in **Exhibit B** attached hereto and made hereof (the “**Easement Area**”).

In performing diligence for the purposes of the easement, it was discovered that the City owns a 15-foot-wide swath of land between the DDA Parcel and Wilson Park as more particularly described in **Exhibit C** (the “**City Parcel**”) over which the Conservancy will extend the Riverwalk. Accordingly, the DDA proposes to acquire the City Parcel for purposes of (i) combining it with the Easement Area, and (ii) incorporating it into the Easement Agreement to ensure that the Easement Area includes a contiguous connector from West Jefferson to the Riverwalk, allowing the Easement Area to be split from the balance of the DDA Parcel (the “**DDA Development Parcel**”).

The DDA has requested conveyance of the City Parcel upon the following terms, as further described in the form of Land Transfer Agreement attached hereto as **Exhibit D** (the “**LTA**”):

- The purchase price for the City Parcel will be \$1.00.
- The DDA will hold fee title to the Easement Area and the City Parcel (together referred to as the “**Combined Easement Area**”), subject to the Easement Agreement, through the completion of construction of the Riverwalk thereon, solely for the benefit of the public in connection with the Riverwalk.

- The DDA will reconvey the Combined Easement Area to the City following the earlier to occur of (1) the City's request for such reconveyance, and (2) the transfer by the DDA of the DDA Development Parcel to a third-party developer.

Based on the foregoing, we respectfully request that this honorable body process the attached Resolution in furtherance of the transactions described in this letter.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'Alexa Bush', with a long horizontal stroke extending to the right.

Alexa Bush, Director

Planning & Development Department

RESOLUTION

By Council Member _____

WHEREAS, in 2004, the DDA acquired the property commonly known as 1351 West Jefferson and more particularly described on **Exhibit A** attached hereto and made hereof, (the “**DDA Parcel**”), which is situated to the west of the Riverfront Towers project and to the east of the West Riverfront Park, now known as Ralph C. Wilson, Jr. Centennial Park (the “**Wilson Park**”); and

WHEREAS, Detroit Riverfront Conservancy (the “**Conservancy**”) has constructed and maintains secured funding to connect the Riverwalk from the site of the former Joe Louis Arena to the Ralph C. Wilson Park; and

WHEREAS, in 2021, the DDA and the Conservancy entered into an Easement Agreement (the “**Easement Agreement**”), whereby the DDA granted the Conservancy an easement over the DDA Parcel for the extension of the Riverwalk, which easement is more particularly described in **Exhibit B** attached hereto and made hereof (the “**Easement Area**”); and

WHEREAS, in performing diligence for the purposes of the easement, it was discovered that the City owns a 15-foot-wide swath of land between the DDA Parcel and Wilson Park as more particularly described in **Exhibit C** (the “**City Parcel**”) over which the Conservancy will extend the Riverwalk; and

WHEREAS, the City of Detroit Planning and Development Department (“**PDD**”) has received an offer from the DDA to acquire the City Parcel for purposes of (i) combining it with the Easement Area, and (ii) incorporating it into the Easement Agreement to ensure that the Easement Area includes a contiguous connector from West Jefferson to the Riverwalk, allowing the Easement Area to be split from the balance of the DDA Parcel (the “**DDA Development Parcel**”); and

WHEREAS, the DDA has requested conveyance of the City Parcel upon the following terms, as further described in the form of Land Transfer Agreement attached hereto as **Exhibit D** (the “**LTA**”):

- The purchase price for the City Parcel will be \$1.00.
- The DDA will hold fee title to the Easement Area and the City Parcel (together referred to as the “**Combined Easement Area**”), subject to the Easement Agreement, through the completion of construction of the Riverwalk thereon, solely for the benefit of the public in connection with the Riverwalk.
- The DDA will reconvey the Combined Easement Area to the City following the earlier to occur of (1) the City’s request for such reconveyance, and (2) the transfer by the DDA of the DDA Development Parcel to a third-party developer.

WHEREAS, _____ and PDD have investigated current and potential uses of the City Parcel and have determined that it is not be essential to the City, and, consistent with Section 14-8-4 of the City Code, recommends to the Detroit City Council that the City Parcel be declared “surplus real property”.

WHEREAS, in furtherance of the extension of the Riverwalk and the redevelopment and use of the Combined Easement Area in accordance with the terms of Easement Agreement, it is deemed in the best interests of the City that the City Parcel be sold without public advertisement or the taking of bids and for nominal consideration.

NOW, THEREFORE, BE IT RESOLVED, that the City Parcel is hereby declared to be surplus real property; and be it further

RESOLVED, that the City Parcel may be transferred and conveyed to the DDA upon the terms of the LTA, including the payment of monetary consideration therein described; and be it further

RESOLVED, that the conveyance of the City Parcel to the DDA in furtherance of the extension of the Riverwalk and the redevelopment and use of the Combined Easement Area in accordance with the terms of Easement Agreement without public advertisement or the taking of bids and for nominal consideration is hereby approved; and be it further

RESOLVED, that Detroit City Council hereby approves the LTA in substantially the form attached hereto as **Exhibit D**; and be it further

RESOLVED, that the PDD Director, or his authorized designee, is authorized to execute the LTA and issue quit claim deeds for the sale of the City Parcel, as well as execute such other documents as may be necessary or convenient to effect the transfer of the City Parcel to the DDA consistent with this resolution; and be it further

RESOLVED, that the PDD Director, or his 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 finally

RESOLVED, that the LTA and quit claim deeds will be considered confirmed when executed by the PDD Director, or his authorized designee, and approved by the Corporation Counsel as to form.

EXHIBIT A
LEGAL DESCRIPTION OF 1351 WEST JEFFERSON

Land situated in the City of Detroit in the County of Wayne in the State of Michigan

Land in the City of Detroit, Wayne County, Michigan, being part of the LaBrosse Farm of P.C. 246 and the Forsyth Farm of P.C. 23 lying between the Southerly line of Relocated West Jefferson and the Southerly face of a concrete (bulkhead) seawall, including that area between the original Southerly line of the Private Claims and said seawall and part of West Jefferson Avenue to be vacated, all more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, as now established, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the Subdivision of Front of Cass Farm, as recorded in Liber 9, City Records, Page 409; thence along the Southerly line of said West Jefferson Avenue South 74 degrees 49 minutes 13 seconds West 303.54 feet; thence along the Southerly line of Relocated West Jefferson Avenue on the following six courses, South 68 degrees 44 minutes 50 seconds West 85.72 feet; thence on a curve to the right 149.77 feet, said curve having a radius of 1413.00 feet, a delta of 6 degrees 04 minutes 23 seconds and a chord which bears South 71 degrees 47 minutes 01.5 seconds West 149.70 feet; thence South 74 degrees 49 minutes 13 seconds West 184.42 feet; thence on a curve to the right 105.74 feet, said curve having a radius of 1713.00 feet, a delta of 3 degrees 32 minutes 12 seconds and a chord which bears South 76 degrees 35 minutes 19 seconds West 105.72 feet; thence South 78 degrees 21 minutes 25 seconds West 309.26 feet; thence on a curve to the left 236.35 feet, said curve having a radius of 1310.00 feet, a delta of 10 degrees 20 minutes 15 seconds and a chord which bears South 73 degrees 11 minutes 17 seconds West 236.03 feet; thence South 19 degrees 27 minutes 12 seconds East 15.01 feet to the point of beginning; thence South 19 degrees 27 minutes 12 seconds East 218.84 feet; thence North 70 degrees 32 minutes 48 seconds East 245.00 feet; thence South 19 degrees 27 minutes 12 seconds East 310.00 feet; thence South 70 degrees 32 minutes 48 seconds West 75.00 feet; thence South 19 degrees 27 minutes 12 seconds East 9.69 feet; thence along the South face of the Concrete bulkhead (seawall) South 70 degrees 30 minutes 58 seconds West 574.59 feet; thence parallel to and 15 feet Easterly of the Westerly line of said Private Claim 246, North 22 degrees 59 minutes 25 seconds West 460.63 feet; thence parallel to and 15 feet Southerly of the Southerly line of Relocated West Jefferson and West Jefferson 70 feet wide on the following courses, North 57 degrees 13 minutes 55 seconds East 197.86 feet and on a curve to the right 243.15 feet, said curve having a radius of 1295.00 feet, a delta of 10 degrees 45 minutes 29 seconds and a chord which bears North 62 degrees 36 minutes 40 seconds East 242.80 feet to the point of beginning.

Together with:

Wet Land South of Parcel IV-W:

Land in the City of Detroit, County of Wayne, Michigan, being that land lying Southerly of the original Southerly line of the LaBrosse Farm of P.C. 246 and the Forsyth Farm of Private Claim 23, between the Southerly face of a concrete (bulkhead) seawall and the U.S. Harbor Line as established April 13, 1953, by the Corps of Engineers, U.S. Army, more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, as now established, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the Subdivision of Front of the Cass Farm as recorded in Liber 9, City Records, Page 409; thence along the Southerly line of said West Jefferson Avenue South 74 degrees 49 minutes

13 seconds West 303.54 feet; thence along the Southerly line of Relocated West Jefferson Avenue on the following six courses, South 68 degrees 44 minutes 50 seconds West 85.72 feet; thence on a curve to the right 149.77 feet, said curve having a radius of 1413.00 feet, a delta of 6 degrees 04 minutes 23 seconds and a chord which bears South 71 degrees 47 minutes 01.5 seconds West 149.70 feet; thence South 74 degrees 49 minutes 13 seconds West 184.42 feet; thence on a curve to the right 105.74 feet, said curve having a radius of 1713.00 feet, a delta of 3 degrees 32 minutes 12 seconds and a chord which bears South 76 degrees 35 minutes 19 seconds West 105.72 feet; thence South 78 degrees 21 minutes 25 seconds West 309.26 feet; thence on a curve to the left 236.35 feet, said curve having a radius of 1310.00 feet, a delta of 10 degrees 20 minutes 15 seconds and a chord which bears South 73 degrees 11 minutes 17 seconds West 236.03 feet; thence South 19 degrees 27 minutes 12 seconds East 233.85 feet; thence North 70 degrees 32 minutes 48 seconds East 245.00 feet; thence South 19 degrees 27 minutes 12 seconds East 310.00 feet; thence South 70 degrees 32 minutes 48 seconds West 75.00 feet; thence South 19 degrees 27 minutes 12 seconds East 9.69 feet to the point of beginning; thence South 19 degrees 27 minutes 12 seconds East 175.13 feet; thence along said U.S. Harbor Line, South 68 degrees 38 minutes 53 seconds West 577.95 feet; thence along the extension of the Westerly line of said P.C. 246, North 22 degrees 59 minutes 23 seconds West 194.34 feet; thence along said Southerly line of the seawall North 70 degrees 32 minutes 48 seconds East 15.03 feet and North 70 degrees 30 minutes 58 seconds East 574.59 feet to the point of beginning.

Tax Id Number(s): Part of Ward 06; Item No. 000001.004L
Commonly known as: 1351 West Jefferson

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

Commencing at the intersection of the Southerly Right-of-Way line of relocated W. Jefferson Ave. and the Westerly Right-of-Way line of Third St. (60 feet wide); thence the following three (3) courses along the Southerly Right-of-Way line of said relocated W. Jefferson Ave.: (1) S73°57'08"W 303.54 feet, (2) S67°52'45"W 85.72 feet and (3) 118.67 feet along the arc of a 1413.00 foot radius circular curve to the right, with a central angle of 4°48'44", having a chord which bears S70°17'07"W 118.64 feet; thence S20°19'17"E 15.00 feet; thence the following four (4) courses along the Northerly line of Replat No. 4 "Riverfront Towers" Wayne County Condominium Subdivision Plan No. 813, Master Deed recorded in Liber 44757, Page 105-131, Wayne County Records: (1) 32.29 feet along the arc of a 1425.07 foot radius non-tangential circular curve to the right, with a central angle of 1°17'54", having a chord which bears S73°18'30"W 32.29 feet; (2) S73°57'08"W 184.35 feet, (3) 106.67 feet along the arc of a 1728.00 foot radius circular curve to the right, with a central angle of 3°32'12", having a chord which bears S75°43'14"W 106.65 feet; and (4) S77°29'06"W 216.86 feet; thence the following four (4) courses along the Westerly line of said Replat No. 4 "Riverfront Towers": (1) S04°29'36"W 12.59 feet, (2) S20°19'17"E 184.14', (3) S69°40'43"W 75.00 feet and (4) S20°19'17"E 256.45 feet to a PLACE OF BEGINNING; thence continuing along the Westerly line of Replat No. 4 "Riverfront Towers" S20°19'17"E 53.55 feet; thence S69°40'43"W 75.00 feet along the Northerly line of said Replat No. 4 "Riverfront Towers"; thence S20°19'17"E 11.51 feet along the Westerly line of said Replat No. 4 "Riverfront Towers"; thence S69°37'46"W 589.52 feet along the face of the existing seawall; thence N23°51'13"W 2.18 feet along the Westerly line of PC 246; thence N69°41'00"E 15.03 feet; thence N23°51'13"W 62.96 feet along a line 15 feet East and parallel to the Westerly line of PC 246; thence N69°37'46"E 653.50 feet to the Point of Beginning, being a part of Private Claims 23 and 246, City of Detroit, Wayne County, Michigan.

EXHIBIT B-2

EASEMENT AREA DRAWING

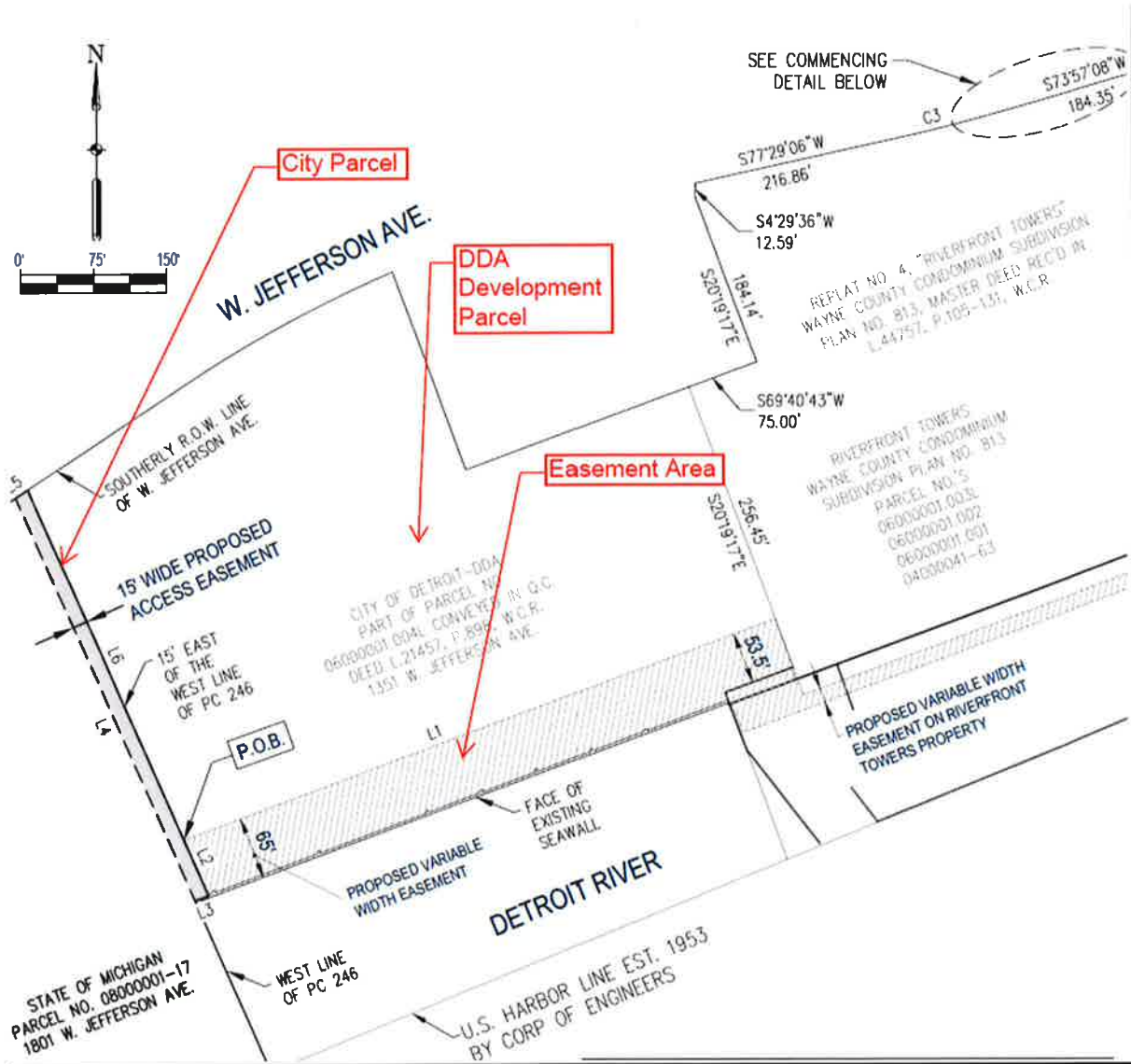


EXHIBIT C

LEGAL DESCRIPTION OF CITY PARCEL

All that part of the LaBrosse Farm of P.C. 246, City of Detroit, Wayne County, Michigan, more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, 70 feet wide, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the "Map of Front of the Cass Farm as Subdivided into Lots for the Proprietors by John Mullett", as recorded in Liber 9, City Records, Page 409; thence along said Southerly line of West Jefferson Avenue South 74 degrees 49 minutes 13 seconds West 1161.54 feet; and South 69 degrees 52 minutes 53 seconds West 379.31 feet, and South 62 degrees 16 minutes 54 seconds West 284.79 feet; thence along the Westerly line of said P.C. 246, South 22 degrees 59 minutes 25 seconds East 37.96 feet to the point of beginning; thence North 57 degrees 13 minutes 55 seconds East 15.22 feet; thence South 22 degrees 59 minutes 25 seconds East 460.63 feet; thence along the South face of the concrete bulkhead (seawall) South 70 degrees 32 minutes 48 seconds West 15.03 feet; thence along the West line of said P.C. 246, North 22 degrees 59 minutes 25 seconds West 457.12 feet; to the point of beginning, containing 6,883.18 square feet of land.

EXHIBIT D

Form of LTA

[See attached.]

LAND TRANSFER AGREEMENT

West Riverfront

(Land Adjacent to 1351 W Jefferson Ave, Detroit, Michigan 48216)

THIS LAND TRANSFER AGREEMENT (hereinafter “**this Agreement**” or this “**Transfer Agreement**”) is made this ____ day of _____ 2025, by and between the **CITY OF DETROIT** (the “**City**”), a Michigan public body corporate, acting by and through its Planning and Development Department, the address of which is 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, and the **CITY OF DETROIT DOWNTOWN DEVELOPMENT AUTHORITY** (the “**DDA**”), a Michigan public authority and body corporate organized and existing under Act No. 197 of the Public Acts of 1975, as amended, the address of which is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226.

WITNESSETH:

WHEREAS, the DDA was organized by the City pursuant to Act 197 of Michigan Public Acts of 1975, as amended, in order to correct and prevent property value deterioration in the Central Business District of the City and to promote the economic growth of the City’s Downtown area;

WHEREAS, in furtherance of its purpose the DDA is empowered by Act 197 to acquire and improve land and to construct, reconstruct, rehabilitate, restore, preserve, improve and equip buildings, and any necessary and desirable appurtenances thereto, within the Downtown district of the City for use in whole or in part by public or private persons, and to finance such projects and facilities through the issuance of revenue bonds or through the use of tax increment financing;

WHEREAS, in 2004, the DDA acquired the property commonly known as 1351 West Jefferson and more particularly described on **Exhibit A** attached hereto and made hereof, (the “**DDA Parcel**”), which is situated to the west of the Riverfront Towers project and to the east of the West Riverfront Park, now known as Ralph C. Wilson, Jr. Centennial Park (the “**Wilson Park**”); and

WHEREAS, the Detroit Riverfront Conservancy (the “**Conservancy**”) has constructed and maintains secured funding to connect the Riverwalk from the site of the former Joe Louis Arena to the Ralph C. Wilson Park; and

WHEREAS, the Conservancy has secured funding to connect the Riverwalk from the site of the former Joe Louis Arena to the Ralph C. Wilson Park; and

WHEREAS, the DDA and the Conservancy have entered into an Easement Agreement on July 23, 2021, and recorded in Wayne County Records, Liber 57313 on page 345, on January 5, 2022, whereby the DDA has granted the Conservancy an easement (the “**Easement**”

Agreement”), which easement is more particularly described in **Exhibit B** attached hereto and made hereof (the “**Easement Area**”); and

WHEREAS, in performing diligence for the purposes of the easement, it was discovered that the City owns a 15-foot-wide swath of land between the DDA Parcel and Wilson Park as more particularly described in **Exhibit C** (the “**City Parcel**”) over which the Conservancy will extend the Riverwalk; and

WHEREAS, the DDA proposes to acquire the City Parcel for purposes of (i) combining it with the Easement Area, and (ii) incorporating it into the Easement Agreement to ensure that the Easement Area includes a contiguous connector from West Jefferson to the Riverwalk; and

WHEREAS, the combined City Parcel and Easement Area shall hereinafter be defined as the “**Combined Easement Area**” and the portion of the DDA Parcel that does not include the Easement Area shall hereinafter be defined as the “**DDA Development Parcel**”; and

WHEREAS, the DDA proposes to hold fee title the Combined Easement Area, subject to the Easement Agreement, through the completion of construction of the Riverwalk thereon, and to reconvey the Combined Easement Area to the City following the earlier to occur of (1) the City’s request for such reconveyance, and (2) the transfer by the DDA of the DDA Development Parcel to a third-party developer; and

WHEREAS, the City Council, by resolution dated _____, 2025, has authorized entering into this Agreement and the City and the DDA have determined that entering into this Agreement and assisting in the development of the Riverwalk are in the best interest of the City, will serve a valid public purpose, and will benefit the public by promoting economic growth, preserving and improving the aesthetic quality and economic health of the City, and increasing taxes and other revenues to the City.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, it is mutually agreed as follows:

ARTICLE I

1.01 **Sale**. Subject to the terms, covenants and conditions of this Transfer Agreement, the DDA agrees to purchase, and the City agrees to convey the City Parcel to the DDA for the price of one dollar (\$1.00).

1.02 **Title Commitment and Insurance**. The DDA will be responsible for obtaining and paying for title insurance policies for the City Parcel conveyed to it. If the DDA objects to the condition of title to any portion of the City Parcel, the DDA may decline to accept the transfer of such portion of the City Parcel until the title is resolved to the DDA’s satisfaction. In accordance with Section 1.05 hereof, in no event shall the City be required or obligated to address or cure

any condition of title to which the DDA may object, the DDA's sole recourse being its acceptance or rejection of the whole or portion of the City Parcel. AS-AS, with all faults.

1.03 Quitclaim Deed. Within ten (10) days after the latter of the Effective Date or the date upon which the DDA has accepted the condition of title, in accordance with Section 1.02 hereof, the City shall convey the City Parcel as described in Exhibit A to the DDA.

1.04 Payment of Miscellaneous Expenses. The DDA shall be responsible for recording and paying any fees for recording the quitclaim deed(s) and any other documents that the City or the DDA determines must be recorded in connection with the transfer of the City Parcel to the DDA.

1.05 Condition of Property. The DDA shall take the City Parcel from the City "AS IS" and shall be responsible for any property taxes that may be or become due or that may result from any proration or assessment of taxes as a consequence of the DDA's acquisition of the City Parcel and, for any cost or expense associated with remediation, rehabilitation or improvement of the City Parcel.

ARTICLE II

2.01 Unless and until the City Parcel is conveyed to the City in accordance with Section 2.02, the DDA shall hold fee simple title to the City Parcel and permit it to be used solely for the purposes contemplated by the Easement Agreement. Upon conveyance of the City Parcel to the DDA, the DDA shall apply for appropriate petitions to modify the tax parcels associated with the DDA Parcel and the City Parcel to create separate tax parcels for the Combined Easement Area and the DDA Development Parcel.

2.02 Following the completion of the construction of the Riverwalk in the Combined Easement Area, the City may request and the DDA shall thereafter convey to the City fee simple to the Combined Easement Area. Further, upon the DDA's sale of the DDA Development Parcel to a third-party, the DDA may convey the Combined Easement Area to the City at the DDA's election and upon notice to the City, subject to compliance with any environmental clearances required by applicable City departments. Any such reconveyance shall be made pursuant to a quit claim deed at no cost to the City, with the reconveyance to be made without any liens, mortgages or other encumbrances other than the Easement Agreement, encumbrances existing as of the date of the conveyance of the City Parcel to the DDA, and other encumbrances acceptable to the City in its sole discretion. The City acknowledges and agrees that the Combined Easement Area may be subject to restrictions imposed by the State of Michigan or other governmental bodies in connection with grant funding used by the Conservancy for the construction of the Riverwalk thereon.

ARTICLE III

3.01 Default. If the DDA fails to comply with any material terms of this Transfer Agreement, the DDA shall within thirty (30) days after receipt of written notice from the City

convey the Combined Easement Area to the City by quitclaim deed. In the event that the DDA fails to convey the Combined Easement Area as required by this Section 3.01 or Section 2.02, the DDA 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 Combined Easement Area by quit claim deed from the DDA to the City.

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 DDA for default by the DDA under the terms of this Transfer Agreement.

ARTICLE IV

4.01 Independent Contractors. The relationship between the DDA and the City is and shall continue to be an independent contractor relationship. No liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or relating to a contractor for hire or employer/employee relationship shall arise or accrue to either party or either party's agents or employees with respect to the City as a result of this Agreement.

ARTICLE V

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

ARTICLE VI

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

6.02 No Individual Liability. No officer or employee of the City shall be personally liable to the DDA or its successor in interest in the event of any default or breach by the City of any term or condition of this Agreement. No officer or employee of the DDA shall be personally liable to the City or its successor in interest in the event of any default or breach by the DDA of any term or condition of this Agreement.

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 VII 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 DDA agrees that it will not discriminate against any person, employee, consultant or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment or hire because of his or her religion, race, color, creed, national origin, ancestry, age, sex, height, weight, marital status, public benefit status, familial status, sexual orientation, gender identification or expression, or medical condition, mental or physical ability or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The DDA 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 Article VII may be regarded as a material breach of this Agreement.

ARTICLE VIII

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

For the City:

City of Detroit Planning and Development Department
2 Woodward Avenue, Suite 804
Detroit, Michigan 48226
Attention: Director

Copy to:

City of Detroit Law Dept.
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Corporation Counsel

For the DDA:

City of Detroit Downtown Development Authority
500 Griswold, Suite 2200
Detroit, Michigan 48226
Attention: Authorized Agent

Copy to:

Detroit Economic Growth Corporation
500 Griswold, 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 either the DDA or the City 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, default of the other party, or by other reasons beyond its control, then performance of such acts shall, after Notice to the other Party, 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 DDA or the City may consider it in their best interest to modify or to extend a term or condition of this Agreement. Any such extension or modification, which is mutually agreed upon by the City and the DDA and approved by the City Council in accordance with City Code §17-5-91(a), shall be incorporated by written amendment into this Agreement. Such amendment shall not invalidate this Agreement, nor relieve or release the DDA or the City from any of their obligations hereunder, unless the amendment specifically so provides.

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

8.05 Binding Effect; 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 City Parcel from the City to the DDA or from the DDA to the City.

8.06 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be 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, Executive Orders

2021-2 and 2014-5, and if necessary, shall execute and deliver such supplementary documents and agreements as are necessary to meet said requirements.

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

8.09 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement, including amendment of any provisions herein.

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

8.11 Further Assurances. Each of the parties covenant and agree to take such further actions and provide such further assurances as are necessary and appropriate to carry out the intent of this Agreement upon the reasonable request of the other.

[Signatures follow.]

IN WITNESS WHEREOF, the DDA and the City by and through their duly authorized officers and representatives have executed this Agreement as of the date first set forth above.

CITY OF DETROIT DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan public body corporate

By: _____
Print: _____
Its: Authorized Agent

By: _____
Print: _____
Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2025 by _____ and _____, each an Authorized Agent, respectively of the City of Detroit Downtown Development Authority, a Michigan public body corporate, on behalf of said corporate entity.

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

Approved as to Form:
Counsel to the DDA

By _____
Rebecca A. Navin, Esq.

Signatures continue on next page

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

By: _____

Alexa Bush, Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2025,
by Alexa Bush the Director of the Planning and Development Department, on behalf of the City
of Detroit, a municipal corporation.

Notary Public, Wayne County, Michigan
My commission expires:

Approved as to form:

Name: Bruce N. Goldman
Title: Chief Assistant Corporation Counsel

Authorized by City Council resolution adopted _____, 2025.

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

EXHIBIT A

LEGAL DESCRIPTION OF 1351 WEST JEFFERSON

Land situated in the City of Detroit in the County of Wayne in the State of Michigan

Land in the City of Detroit, Wayne County, Michigan, being part of the LaBrosse Farm of P.C. 246 and the Forsyth Farm of P.C. 23 lying between the Southerly line of Relocated West Jefferson and the Southerly face of a concrete (bulkhead) seawall, including that area between the original Southerly line of the Private Claims and said seawall and part of West Jefferson Avenue to be vacated, all more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, as now established, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the Subdivision of Front of Cass Farm, as recorded in Liber 9, City Records, Page 409; thence along the Southerly line of said West Jefferson Avenue South 74 degrees 49 minutes 13 seconds West 303.54 feet; thence along the Southerly line of Relocated West Jefferson Avenue on the following six courses, South 68 degrees 44 minutes 50 seconds West 85.72 feet; thence on a curve to the right 149.77 feet, said curve having a radius of 1413.00 feet, a delta of 6 degrees 04 minutes 23 seconds and a chord which bears South 71 degrees 47 minutes 01.5 seconds West 149.70 feet; thence South 74 degrees 49 minutes 13 seconds West 184.42 feet; thence on a curve to the right 105.74 feet, said curve having a radius of 1713.00 feet, a delta of 3 degrees 32 minutes 12 seconds and a chord which bears South 76 degrees 35 minutes 19 seconds West 105.72 feet; thence South 78 degrees 21 minutes 25 seconds West 309.26 feet; thence on a curve to the left 236.35 feet, said curve having a radius of 1310.00 feet, a delta of 10 degrees 20 minutes 15 seconds and a chord which bears South 73 degrees 11 minutes 17 seconds West 236.03 feet; thence South 19 degrees 27 minutes 12 seconds East 15.01 feet to the point of beginning; thence South 19 degrees 27 minutes 12 seconds East 218.84 feet; thence North 70 degrees 32 minutes 48 seconds East 245.00 feet; thence South 19 degrees 27 minutes 12 seconds East 310.00 feet; thence South 70 degrees 32 minutes 48 seconds West 75.00 feet; thence South 19 degrees 27 minutes 12 seconds East 9.69 feet; thence along the South face of the Concrete bulkhead (seawall) South 70 degrees 30 minutes 58 seconds West 574.59 feet; thence parallel to and 15 feet Easterly of the Westerly line of said Private Claim 246, North 22 degrees 59 minutes 25 seconds West 460.63 feet; thence parallel to and 15 feet Southerly of the Southerly line of Relocated West Jefferson and West Jefferson 70 feet wide on the following courses, North 57 degrees 13 minutes 55 seconds East 197.86 feet and on a curve to the right 243.15 feet, said curve having a radius of 1295.00 feet, a delta of 10 degrees 45 minutes 29 seconds and a chord which bears North 62 degrees 36 minutes 40 seconds East 242.80 feet to the point of beginning. urtherly line of Relocated West Jefferson and West Jefferson 70 feet wide on the following courses, North 57 degrees 13 minutes 55 seconds East 197.86 feet and on a curve to the right 243.15 feet, said curve having a radius of 1295.00 feet, a delta of 10 degrees 45 minutes 29 seconds and a chord which bears North 62 degrees 36 minutes 40 seconds East 242.80 feet to the point of beginning.

Together with:

Wet Land South of Parcel IV-W:

23468384.5

Land in the City of Detroit, County of Wayne, Michigan, being that land lying Southerly of the original Southerly line of the LaBrosse Farm of P.C. 246 and the Forsyth Farm of Private Claim 23, between the Southerly face of a concrete (bulkhead) seawall and the U.S. Harbor Line as established April 13, 1953, by the Corps of Engineers, U.S. Army, more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, as now established, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the Subdivision of Front of the Cass Farm as recorded in Liber 9, City Records, Page 409; thence along the Southerly line of said West Jefferson Avenue South 74 degrees 49 minutes 13 seconds West 303.54 feet; thence along the Southerly line of Relocated West Jefferson Avenue on the following six courses, South 68 degrees 44 minutes 50 seconds West 85.72 feet; thence on a curve to the right 149.77 feet, said curve having a radius of 1413.00 feet, a delta of 6 degrees 04 minutes 23 seconds and a chord which bears South 71 degrees 47 minutes 01.5 seconds West 149.70 feet; thence South 74 degrees 49 minutes 13 seconds West 184.42 feet; thence on a curve to the right 105.74 feet, said curve having a radius of 1713.00 feet, a delta of 3 degrees 32 minutes 12 seconds and a chord which bears South 76 degrees 35 minutes 19 seconds West 105.72 feet; thence South 78 degrees 21 minutes 25 seconds West 309.26 feet; thence on a curve to the left 236.35 feet, said curve having a radius of 1310.00 feet, a delta of 10 degrees 20 minutes 15 seconds and a chord which bears South 73 degrees 11 minutes 17 seconds West 236.03 feet; thence South 19 degrees 27 minutes 12 seconds East 233.85 feet; thence North 70 degrees 32 minutes 48 seconds East 245.00 feet; thence South 19 degrees 27 minutes 12 seconds East 310.00 feet; thence South 70 degrees 32 minutes 48 seconds West 75.00 feet; thence South 19 degrees 27 minutes 12 seconds East 9.69 feet to the point of beginning; thence South 19 degrees 27 minutes 12 seconds East 175.13 feet; thence along said U.S. Harbor Line, South 68 degrees 38 minutes 53 seconds West 577.95 feet; thence along the extension of the Westerly line of said P.C. 246, North 22 degrees 59 minutes 23 seconds West 194.34 feet; thence along said Southerly line of the seawall North 70 degrees 32 minutes 48 seconds East 15.03 feet and North 70 degrees 30 minutes 58 seconds East 574.59 feet to the point of beginning.
.03 feet and North 70 degrees 30 minutes 58 seconds East 574.59 feet to the point of beginning.

Tax Id Number(s): Part of Ward 06; Item No. 000001.004L
Commonly known as: 1351 West Jefferson

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

Commencing at the intersection of the Southerly Right-of-Way line of relocated W. Jefferson Ave. and the Westerly Right-of-Way line of Third St. (60 feet wide); thence the following three (3) courses along the Southerly Right-of-Way line of said relocated W. Jefferson Ave.: (1) S73°57'08"W 303.54 feet, (2) S67°52'45"W 85.72 feet and (3) 118.67 feet along the arc of a 1413.00 foot radius circular curve to the right, with a central angle of 4°48'44", having a chord which bears S70°17'07"W 118.64 feet; thence S20°19'17"E 15.00 feet; thence the following four (4) courses along the Northerly line of Replat No. 4 "Riverfront Towers" Wayne County Condominium Subdivision Plan No. 813, Master Deed recorded in Liber 44757, Page 105-131, Wayne County Records: (1) 32.29 feet along the arc of a 1425.07 foot radius non-tangential circular curve to the right, with a central angle of 1°17'54", having a chord which bears S73°18'30"W 32.29 feet; (2) S73°57'08"W 184.35 feet, (3) 106.67 feet along the arc of a 1728.00 foot radius circular curve to the right, with a central angle of 3°32'12", having a chord which bears S75°43'14"W 106.65 feet; and (4) S77°29'06"W 216.86 feet; thence the following four (4) courses along the Westerly line of said Replat No. 4 "Riverfront Towers": (1) S04°29'36"W 12.59 feet, (2) S20°19'17"E 184.14', (3) S69°40'43"W 75.00 feet and (4) S20°19'17"E 256.45 feet to a PLACE OF BEGINNING; thence continuing along the Westerly line of Replat No. 4 "Riverfront Towers" S20°19'17"E 53.55 feet; thence S69°40'43"W 75.00 feet along the Northerly line of said Replat No. 4 "Riverfront Towers"; thence S20°19'17"E 11.51 feet along the Westerly line of said Replat No. 4 "Riverfront Towers"; thence S69°37'46"W 589.52 feet along the face of the existing seawall; thence N23°51'13"W 2.18 feet along the Westerly line of PC 246; thence N69°41'00"E 15.03 feet; thence N23°51'13"W 62.96 feet along a line 15 feet East and parallel to the Westerly line of PC 246; thence N69°37'46"E 653.50 feet to the Point of Beginning, being a part of Private Claims 23 and 246, City of Detroit, Wayne County, Michigan.

EXHIBIT B-2

EASEMENT AREA DRAWING

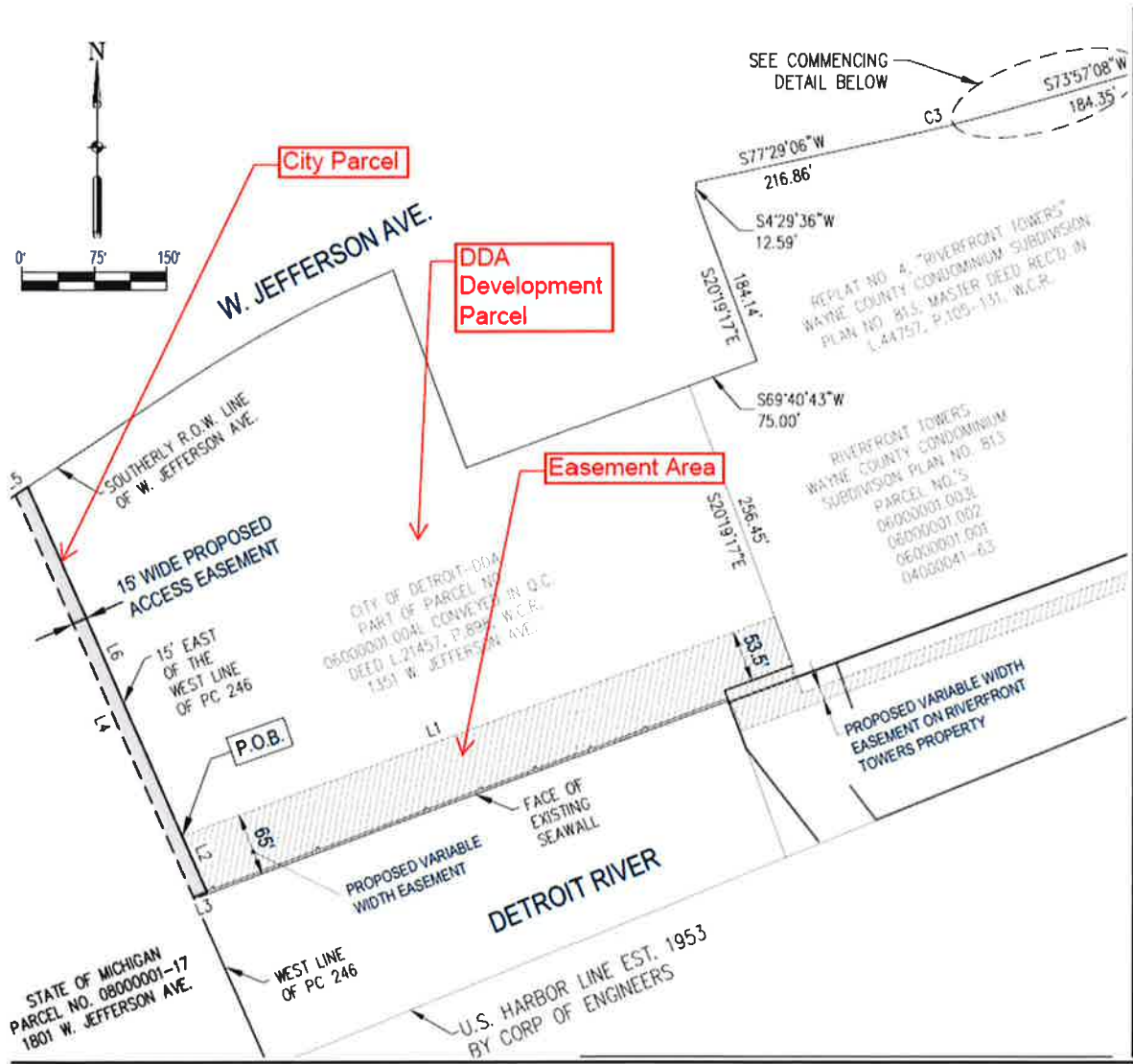


EXHIBIT C

LEGAL DESCRIPTION OF CITY PARCEL

All that part of the LaBrosse Farm of P.C. 246, City of Detroit, Wayne County, Michigan, more particularly described as:

Commencing at the intersection of the Southerly line of West Jefferson, 70 feet wide, with the Westerly line of Third Avenue, 60 feet wide, which point is the Northeast corner of Lot 1, Block H of the "Map of Front of the Cass Farm as Subdivided into Lots for the Proprietors by John Mullett", as recorded in Liber 9, City Records, Page 409; thence along said Southerly line of West Jefferson Avenue South 74 degrees 49 minutes 13 seconds West 1161.54 feet; and South 69 degrees 52 minutes 53 seconds West 379.31 feet, and South 62 degrees 16 minutes 54 seconds West 284.79 feet; thence along the Westerly line of said P.C. 246, South 22 degrees 59 minutes 25 seconds East 37.96 feet to the point of beginning; thence North 57 degrees 13 minutes 55 seconds East 15.22 feet; thence South 22 degrees 59 minutes 25 seconds East 460.63 feet; thence along the South face of the concrete bulkhead (seawall) South 70 degrees 32 minutes 48 seconds West 15.03 feet; thence along the West line of said P.C. 246, North 22 degrees 59 minutes 25 seconds West 457.12 feet; to the point of beginning, containing 6,883.18 square feet of land.