

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENT PETITION REFERENCE COMMUNICATION

To: The Department or Commission Listed Below

From: Janice M Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

Petition No.	1743 - A (Certificate)
Name of Petitioner	Monroe Phase I LLC
Description of Petition	Petition request for a Commercial Rehabilitation Exemption Certificate at 25 Cadillac Square, Detroit MI 48226.
Type of Petition	Tax Abatement for a Commercial Rehabilitation Exemption Certificate
Submission Date	03/10/2025
Concerned Departments	Finance Department, Planning and Development Department, Housing and Revitalization Department, Legislative Policy Division, City Planning Commission
Petitioner Contact	Kofi S. Bonner 630 Woodward Ave Detroit, MI 48226 P: (313) 545-4513 jaredfleisher@rock.com

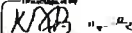
Michigan Department of Treasury
4507 (Rev. 12-20)

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No.	▶ Date Received
STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions page before completing the form. **This application should be filed after the commercial rehabilitation district is established.** The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) Monroe Phase I LLC			NAICS or SIC Code
Facility's Street Address 25 Cadillac Square	City Detroit	State MI	ZIP Code 48226
Name of City, Township or Village (taxing authority) City of Detroit	County Wayne County	School District Where Facility is Located DPS-CD	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 05/01/2025	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 05/01/2027		
Estimated Cost of Rehabilitation \$81,300,000	Number of Years Exemption Requested (1-10) 10		
Expected Project Outcomes (check all that apply)			
<input checked="" type="checkbox"/> Increase Commercial Activity <input type="checkbox"/> Retain Employment <input checked="" type="checkbox"/> Revitalize Urban Areas <input checked="" type="checkbox"/> Create Employment <input type="checkbox"/> Prevent Loss of Employment <input type="checkbox"/> Increase Number of Residents In Facility's Community			
No. of jobs to be created due to facility's rehabilitation 125	No. of jobs to be retained due to facility's rehabilitation 0	No. of construction jobs to be created during rehabilitation 500	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items:			
<input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage)		<input checked="" type="checkbox"/> Statement of the economic advantages expected from the exemption	
<input checked="" type="checkbox"/> Description of the qualified facility's proposed use		<input checked="" type="checkbox"/> Legal description	
<input checked="" type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken		<input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only)	
<input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility		<input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)	
<input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation			
PART 3: APPLICANT CERTIFICATION			
Name of Authorized Company Officer (no authorized agents) Kofi S. Bonner		Telephone Number (313) 545-4513	
Fax Number (877) 380-5961		E-mail Address jaredfleisher@rock.com	
Street Address 630 Woodward Avenue		City Detroit	State MI ZIP Code 48226
<p><i>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</i></p> <p><i>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</i></p>			
Signature of Authorized Company Officer (no authorized agents) 		Title Authorized Representative	Date 3/6/2025

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)			
Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).			
	Taxable Value	State Equalized Value (SEV)	
Land			
Building(s)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.			
Name of Local Government Body			
Name of Assessor (first and last name)		Telephone Number	
Fax Number		E-mail Address	
I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.			
Assessor's Signature			Date
PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)			
Action Taken By LGU (attach a certified copy of the resolution):			
<input type="checkbox"/> Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)			
<input type="checkbox"/> Exemption Denied			
Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code	
PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)			
Clerk's Name (first and last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.			
Clerk's Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Monroe Phase I LLC
an affiliate of
Bedrock Management Services LLC

March 7, 2025

Detroit City Council
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 1340
Detroit, MI 48226

RE: Request for Issuance of Commercial Rehabilitation Exemption Certificates (CREC) under PA210 of 2005 for 25 Cadillac Square and 1 Cadillac Square, Detroit, Michigan

Honorable City Council:

Please accept this letter as a request for the issuance of two Commercial Rehabilitation Exemption Certificates for two adjoining parcels under common ownership that will be developed concurrently: 25 Cadillac Square, which will be home to a new, state-of-the-art entertainment venue; and 1 Cadillac Square, which will be home to a new large-format food and retail marketplace. The underlying parcels are more particularly described in Attachment A.

Prior Establishment of Commercial Rehabilitation District

The Detroit City Council approved the establishment of a Commercial Rehabilitation District under Public Act 210 of 2005 ("PA210") for the underlying parcels on November 14, 2017. The resolution approving the Commercial Rehabilitation District is attached hereto as Attachment B.

General Description of the Facility and Proposed Use

Petitioner is seeking two Certificates for adjoining parcels that will be developed concurrently. The parcels are currently vacant. Prior to acquisition by Monroe Phase I LLC, and until 2019, the parcels were used for commercial parking. Historically, these parcels were developed with multiple buildings and dwellings that were demolished, and replaced with surface parking lots, at various times between 1957 and 1997.

25 Cadillac Square

The property at 25 Cadillac Square will be approximately 70,000 sq. feet and purpose-built for, and leased by, COSM Downtown Detroit LLC ("COSM"). COSM is a revolutionary entertainment venue that delivers fully immersive experiences for sports, entertainment, and education. Images of the exterior, and "shared reality" interior experience, at COSM are provided below. In 2024, COSM opened its first two locations in Los Angeles, California and Dallas, Texas. A third COSM location is currently under construction in Atlanta, Georgia. The Detroit location will be COSM's fourth nationally, bringing one of the nation's most exciting entertainment offerings to Detroit and demonstrating how Detroit's resurgence has caught the attention of cutting-edge national brands. In addition to exclusive licenses to provide immersive experiences for major sports leagues, COSM provides state-of-the-art educational and cultural content on its revolutionary immersive dome.

Figure 1. Exterior Rendering of COSM Detroit (view from Cadillac Square looking North)

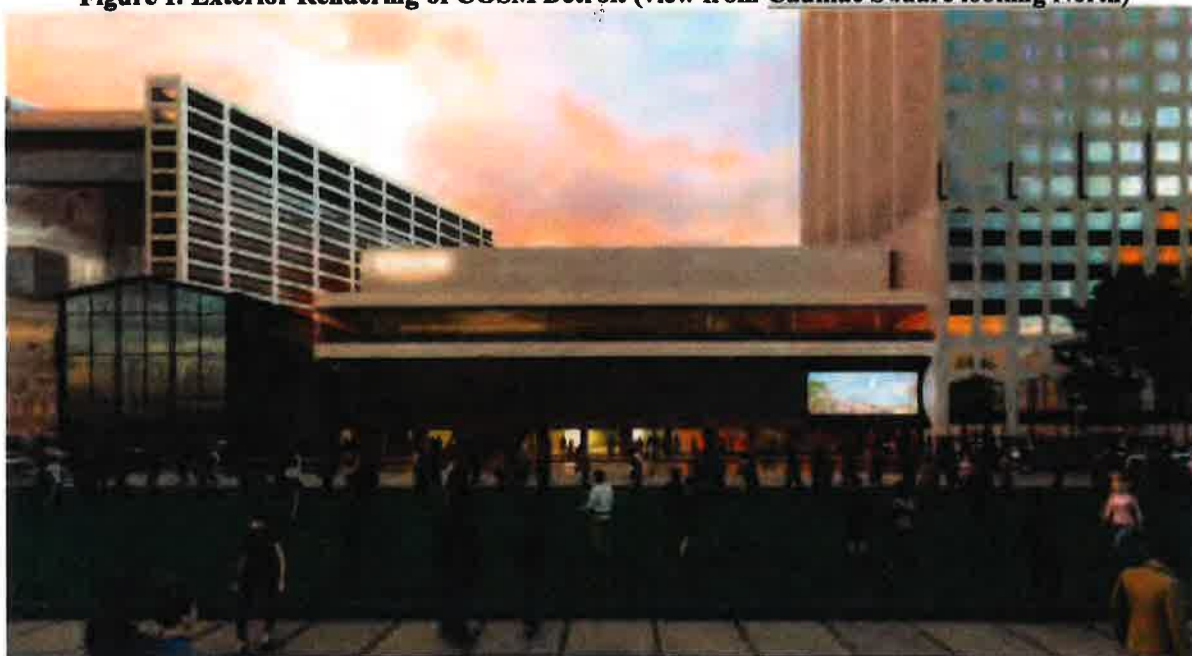


Figure 2. Actual Image of COSM's "Shared Reality" Experience



Figure 3. Actual Image of COSM's "Shared Reality" Experience



One Cadillac Square

The property at One Cadillac Square will be approximately 34,000 sq. feet and be purpose-built for, and leased to, TVG Entertainment Group for a new food, retail, and entertainment marketplace. The market hall will feature a diverse array of local restaurant concepts, local retail brands, and space for live music. With its distinctive local flavor and live music component, the market hall will provide a new amenity for residents, office workers, and visitors alike and continue to make Detroit one of the most exciting places in the nation to live, work, and play. A rendering of the exterior of the market hall is below.

[INTENTIONALLY BLANK]

Figure 4. Exterior Rendering of the Market Hall (view from Campus Martius looking North-East)



Nature and Extent of the Rehabilitation

Under the Commercial Rehabilitation Act (the “Act”), 25 Cadillac Square and 1 Cadillac Square are each a “qualified facility.” Under the Act, a “qualified facility” includes “vacant property which, within the immediately preceding 15 years, was commercial property.” Both properties are vacant. Both are also commercial property, having been used for commercial surface parking within the immediately preceding 15 years.

The development on 25 Cadillac Square and 1 Cadillac Square will be new construction. The Act defines “rehabilitation” to include “new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit.” As noted above, these parcels were developed with multiple buildings and dwellings that were previously demolished. The economic benefit to the local community is outlined below.

Economic Benefits and Anticipated Job Creation

The combined projects are anticipated to result in approximately \$130 million in new investment into the City of Detroit. The two projects together are anticipated to create 750 construction jobs. The development at 25 Cadillac Square (COSM) is anticipated to create 125 new permanent FTE jobs and the development at One Cadillac Square (the market hall) is anticipated to create 60 new permanent FTE jobs. In addition to creating new employment opportunities, these new positions will support the City's income tax base. Both projects are also expected to draw, over the course of each year, hundreds of thousands of visitors to Detroit to support the local economy. Finally, the presence of such attractive amenities should help support the downtown office and residential markets.

Descriptive List of Fixed Building Equipment


The new construction developments will include new building foundations and superstructures; a full buildout of core and shell; interior and exterior finishes; mechanical, electrical, and plumbing systems; and exterior hardscape and landscaping improvements. The Market Hall will include furniture, fixtures, and equipment typical of a commercial kitchen and restaurant in addition to the seating and audio-visual equipment to accommodate live music. COSM will include, in addition to all the above-mentioned building elements, proprietary technology to power the immersive dome experience.

Timeline for Rehabilitation

Construction on 25 Cadillac Square is anticipated to commence by May 2025 and conclude within 24 months. Construction on 1 Cadillac Square is anticipated to commence prior to the end of 2025 and conclude within 30 months thereafter.

Based on the foregoing, Monroe Phase I LLC respectfully requests that the Honorable City Council approve Commercial Rehabilitation Exemption Certificates for the developments at 25 Cadillac Square and at 1 Cadillac Square. Thank you for your attention to this matter.

Respectfully submitted,

DocuSigned by

Signature ID: 123456789
Kofi S. Bonner
Authorized Representative
Monroe Phase I LLC

ATTACHMENT A: PARCEL ID AND LEGAL DESCRIPTION*

Parcel Tax ID Number	Address	Current Owner	Legal Description
01000180-6	25 Cadillac Square	Monroe Phase I LLC	Part of Lots 1 and 3 in the Plat of Lots 45 and 46 in Section 6 of the Plat of Governor and Judges plan as recorded in Liber 1 of Plats, Page 68, Wayne County Records, and all of Lots 43 and 44, part of Lots 42, 47, 48, 78 and 80 in Section 6 of the Plat of the City of Detroit as laid out by the Governor and Judges, as recorded in Liber 34 of Deeds, Page 545, Wayne County Records, and part of vacated Cadillac Square and adjacent vacated Alley Right-of-Ways, in the City of Detroit, Wayne County, Michigan.
01000170-9	1 Cadillac Square	Monroe Phase I LLC	Being all of Lot 2 and part of Lots 1 and 3 in the Plat of Lots 45 and 46 in Section 6 of the Plat of Governor and Judges plan as recorded in Liber 1 of Plats, Page 68, Wayne County Records, part of Lots 47 and 48 in Section 6 of the Plat of the City of Detroit as laid out by the Governor and Judges, as recorded in Liber 34 of Deeds, Page 545, Wayne County Records, part of vacated Cadillac Square, Woodward Avenue and Monroe Street, in the City of Detroit, Wayne County, Michigan.

*Please note that the pre-existing parcels making up this site are being slightly modified (in terms of their lot lines) to correspond precisely to each new development. Monroe Phase I LLC is currently petitioning the City of Detroit – Office of the Assessor to make this update to the lot lines and legal descriptions. The update will be complete before any formal action is taken on this CREC petition. The legal descriptions and Parcel IDs provided above are what Monroe Phase I LLC has requested be approved. If there is any discrepancy with the City’s actual approval of the parcel reconfiguration, Monroe Phase I LLC will ensure this Attachment A is updated accordingly.

**ATTACHMENT B: CITY COUNCIL CERTIFIED RESOLUTION APPROVING PA210
DISTRICT**

TRUE COPY CERTIFICATE

Form C of D-16-CR

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, **Janice M. Winfrey**, City Clerk of the City of Detroit, in said
RESOLUTION

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

adopted (passed) by the City Council at session of

November 14, 20 17

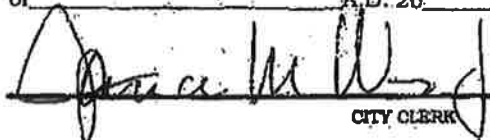
and approved by Mayor

November 21, 20 17

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

In Witness Whereof, I have hereunto set my hand
and affixed the corporate seal of said City, at
15th

Detroit, this _____
day of December A.D. 20 17


CITY CLERK



CITY OF DETROIT
HOUSING AND REVITALIZATION DEPARTMENT



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 908
DETROIT, MICHIGAN 48226
(313) 224-6380 • TTY: 711
(313) 224-1629
WWW.DETROITMI.GOV

H

September 18, 2017

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Resolution Approving a Commercial Rehabilitation District, on behalf of 1000 Farmer Street, LLC in the area bounded by Monroe Avenue, Randolph Street, Bates Street, Cadillac Square, and Woodward Avenue, Detroit, Michigan, in Accordance with Public Act 210 of 2005 (Petition #1743)

Honorable City Council:

On November 9, 2017, a public hearing in connection with establishing a Commercial Rehabilitation District was held before your Honorable Body's Planning and Economic Development Committee. No impediments to the establishment of the District were presented at the public hearing.

Please find attached, a resolution and legal description, which will establish a Commercial Rehabilitation District in the Area bounded by 32 Monroe, Detroit, Michigan in accordance with Public Act 210 of 2005 ("the Act"). Such establishment will materially assist in the development of the site in accordance with the plans of the proprietor of the property.

We request your Honorable Body's approval of the resolution.

Respectfully submitted,


Arthur Jemison
Director

AJ/vf

cc: S. Washington, Mayor's Office
M. Cox, PDD
A. Jemison, HRD
V. Farley, HRD

11.9.17 Resolution at 11:00 AM in the Council Chamber



BY COUNCIL MEMBER

Leland

WHEREAS, pursuant to Public Act No. 210 of Public Acts of 2005 ("Act 210"), this City Council has the authority to establish "Commercial Rehabilitation Districts" within the boundaries of the City of Detroit; and

WHEREAS, 1000 Farmer Street, LLC has requested that this City Council establish a Commercial Rehabilitation District in the Area bounded by Monroe Avenue, Randolph Street, Bates Street, Cadillac Square, and Woodward Avenue, Detroit, Michigan, the area being more particularly described in the map and legal description attached hereto; and

WHEREAS, the aforesaid property is in a duly designated business area, and is contiguous commercial property or commercial housing property; and

WHEREAS, Act 210 requires that, prior to establishing a Commercial Rehabilitation District, the City Council shall provide an opportunity for a hearing on the establishment of the District, at which a representative of any jurisdiction levying *ad valorem taxes*, or any owner of real property within the proposed District, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

WHEREAS, a public hearing was conducted before City Council on November 9, 2017 for the purpose of considering the establishment of the proposed Commercial Rehabilitation District described in the map and legal description attached hereto; and

WHEREAS, no impediments to the establishment of the proposed District were presented at the public hearing.

NOW THEREFORE BE IT

RESOLVED, that the Commercial Rehabilitation District, more particularly described in the map and legal description attached hereto, is hereby approved and established by this City Council in accordance with Public Act 210 of 2005.

NR
#20

ADOPTED AS FOLLOWS COUNCIL MEMBERS

	YEAS	NAYS
Jane AYERS	✓	
Scott BENSON	Absent	
Raquel CASTANEDA-LOPEZ	✓	
*George CUSHINGBERRY, JR.	✓	
Gabe LELAND	✓	
Mary SHEFFIELD	✓	
Andre SPIVEY	✓	
James TATE	✓	
Brenda PRESIDENT JONES	Absent	
*PRESIDENT PRO TEM		
	7	0



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

March 11, 2025

Alexa Bush, Deputy Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

RE: Commercial Rehabilitation Certificate – **Monroe Phase I LLC**
Property Address: **25 Cadillac Square**
Parcel Number: 01000180-6

Dear Ms. Bush:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the Commercial Rehabilitation certificate application for the properties located at **25 Cadillac Square** in the **Commercial Business District Prime** area in the City of Detroit.

The rationale for issuing Commercial Rehabilitation certificates under PA 210 of 2005, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

The property consists of a vacant commercial lot with 0.819 acres of land. This lot has been used for commercial parking within the past 15 years. The developer plans to construct a 70,000 Sqft entertainment venue that delivers fully immersive experiences for sports, entertainment and education. The development is expected to increase commercial activity in the area, prevent loss of employment, revitalize the urban area and increase the number of residents in the city.

The 2024 values are as follows:

Parcel #	Address	Building Assessed Value (SEV)	Building Taxable Value	Land Assessed Value (SEV)	Land Taxable Value
01000180-6	25 Cadillac Square	\$ -	\$ -	\$ 1,404,100	\$ 1,404,100

This property meets the criteria set forth under PA 210 of 2005, as amended. It applies to a building or a group of contiguous buildings, a portion of a building or group of contiguous buildings previously used for commercial or industrial purposes, obsolete industrial property, and vacant property which, within the immediately preceding 15 years, was operating as a commercial business enterprise.

A review of the general plans, along with the criteria set forth under the Commercial Rehabilitation Act, indicated that the proposed project located at **25 Cadillac Square** is eligible as it pertains to the Commercial Rehabilitation certificate criteria under P.A. 210 of 2005, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor



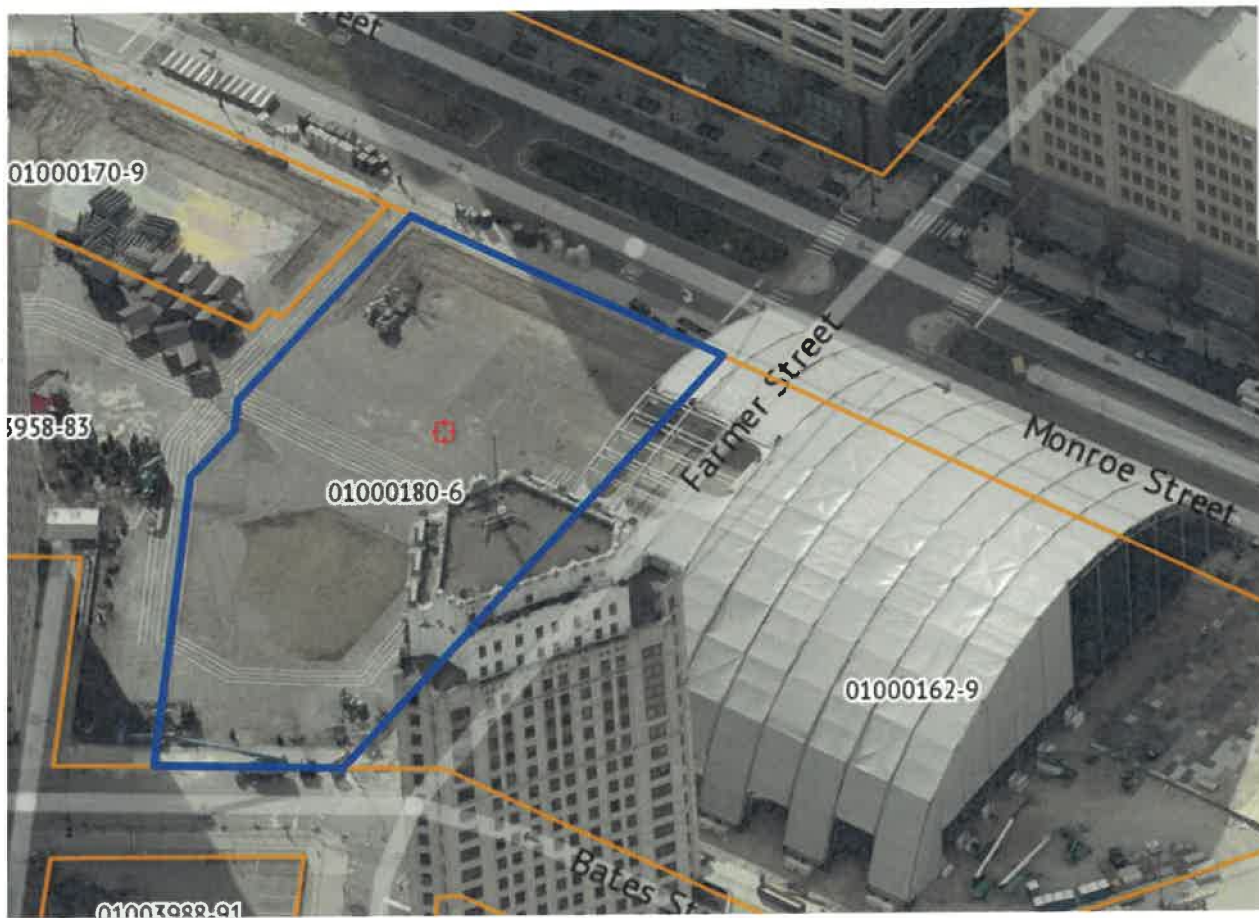
CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

Commercial Rehabilitation Certificate
Monroe Phase I LLC
Page 2

Property Owner: Monroe Phase I LLC
Property Address: 25 Cadillac Square
Parcel Number: 01000180-6

Legal Description: W CADILLAC SQUARE PT OF 1 & 3 PLAT OF LOTS 45 & 46 SEC 6 GOVERNOR & JUDGES PLAN L1 P68 PLATS, W C R 1/17 PT OF 42, 43-44, PT OF 47-48 PT OF 78 PT OF 80 PLAT OF SEC 6 GOVERNOR & JUDGES PLAN L34 P545 DEEDS, W C R 1/5 ALSO PT OF VAC CADILLAC SQUARE, MONROE AND BATES AND ALLEYS ADJ, ALL DESC AS COMM AT SW COR LOT 2 SD PLAT OF LOTS 45 & 46 SEC 6 GOVERNOR & JUDGES PLAN L1 P68 PLATS, W C R 1/17





**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Phone 313•224•1339
www.detroitmi.gov

TO: Justus Cook, Housing and Revitalization
FROM: Gregory Moots, Planning and Development
RE: Master Plan Interpretation for **Commercial Rehabilitation Certificate** (PA 210) for 25 Cadillac Sq. (Associated to Petition # 1743-A)
DATE: March 21, 2025

In order to ensure consistency with the City's Master Plan of Policies, pursuant to State of Michigan, Public Act 210 of 2005 (section 207.853), the Planning and Development Department submits the following interpretation for the proposed establishment of a Commercial Redevelopment Certificate. The petitioner is Monroe Phase I LLC.

Location and Project Proposal: 25 Cadillac Square. The proposed project will be an entertainment venue leased by COSM.

Current Master Plan (MP) & Zoning: MP Classification – Major Commercial (CM)
Zoning – Major Business District (B5)

Master Plan Interpretation

The subject site area is designated Major Commercial (CM). Such areas "... are generally distinguished by high-density office buildings with ground floor retail. Included within these areas may be department stores, specialized shops and services catering to area office or residential land uses. Areas should be accessible to mass transit routes and automobile parking on the street or in structures. Ground level activity should be pedestrian oriented."

The following policies of the Central Business District neighborhood describe the following policy:

- Policy 4.1: Re-establish Woodward as a major shopping street by attracting national and local retailers to mixed-use structures at vacant sites near Woodward and Monroe.

The proposed development conforms to the Future General Land Use characteristics of the area.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT

THIS COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE AGREEMENT (this "Agreement") is made this 21st day of March, 2025, by and between the City of Detroit, a Michigan municipal corporation ("City"), acting by and through its Planning & Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and **Monroe Phase I LLC** ("Applicant") with an office at **630 Woodward Avenue, Detroit, Michigan 48226**.

WITNESSETH:

WHEREAS, Public Act 210 of 2005 as amended, also known as the Commercial Rehabilitation Act ("Act"), (1) provides for the establishment of commercial rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for qualified facility owners, and (3) allows local governmental units to levy and collect a specific tax from the owners of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an Application for Commercial Rehabilitation Exemption Certificate ("Application") for the property located at: **25 Cadillac Square** ("Property"). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved a commercial rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a Rehabilitation of the Property, as defined in the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the Commercial Rehabilitation Exemption Certificate ("CREC"), contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the CREC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 12 of the Act, being MCL 207.852, or as provided for in this Agreement, the CREC term and the term of this Agreement (collectively, the "Term") will be for a period of **Ten (10) years**, beginning on the certificate beginning date stated in the CREC issued by the Michigan State Tax Commission.

b. The Applicant will complete the Rehabilitation of the Property (the “Project”), as defined in the Act and as set forth in the Application, no later than **May 1, 2027**.

c. The Applicant shall create, or cause to be created, at least **One (1)** (the “Employee Commitment Number”) full-time employees at the Property within one (1) year of the effective date of this Agreement.

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant a CREC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property at the time of Applicant’s submission of the Application and is the owner of the Property as of the date of this Agreement.

b. The Property is a “Qualified Facility” as defined under the Act.

c. During the Term, no portion of the Property will be used as a professional sports stadium.

d. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company as defined in the Act.

e. Applicant would not have considered undertaking the Project without a CREC.

f. The Project did not start earlier than six (6) months before the Applicant filed the Application.

g. There are no delinquent taxes owed on the Property.

h. The Applicant will pay any applicable taxes on the Property as they become due.

i. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.

j. If the Project will include the provision of housing at the Property, the Applicant agrees: (i) to comply with Fair Housing Practices that meet the guidelines set forth by the U.S. Fair Housing Act (42 U.S.C. 3601 through 3619); and (ii) to comply with the Affordability Requirements set forth on Addendum 2, attached hereto.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16 (the "Ordinance"), also known as the Community Benefits Ordinance, if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

a. Partner with the City, and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.

b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.

c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set

forth for the previous year: (i) the Rehabilitation work completed at the Property and the Applicant's financial investment in the Property for that year and (ii) the number of full-time employees at the Property for that year.

d. Annually, within two (2) weeks after each anniversary of the commencement of the Term, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the "Status Report"), including copies of proofs of residency that have been accepted by CRIO.

e. Applicant shall use and participate in the City of Detroit's central affordable housing portal (the "Housing Portal") to advertise available rental units at the Property, so long as the Housing Portal exists. Applicants shall work with City staff to create a property listing for the Property within the Housing Portal and shall coordinate marketing efforts for available units at the Property with the City. Applicant shall review its listing on the Housing Portal and shall make updates to any listings, if necessary, on at least an annual basis. When the Property has immediate vacancies and the Applicant has exhausted its waitlist (if any) for the Property, Applicant shall use the Housing Portal to market those vacancies. Applicant shall update its listing within the Housing Portal when Applicants waitlists (if any) for the Property opens or closes. Applicant shall provide the City with such information as the City may reasonably request to maintain accurate information about the Property on the Housing Portal. Communications to the City regarding the property listing for the Property, vacancies, waitlist openings, or other information required to be provided pursuant to this Section 4.e may be sent to detroithomeconnect@detroitmi.gov.

5. Revocation of CREC and Termination of this Agreement.

The City may, in its sole discretion and by resolution of Detroit City Council, revoke the CREC if the City finds that: (a) the completion of Rehabilitation of the Property has not occurred in the time or manner authorized by this Agreement; or (b) that the Applicant has not proceeded in good faith with the Rehabilitation of the Property in a manner consistent with the purposes of the Act, taking into account any circumstances that are beyond the control of the Applicant.

As used in this Section 5, "good faith" includes, but is not limited to, the following: (i) Applicant is actively working with an agency or City Department to hire and ascertain methods of recruiting and employing Detroit residents at the Property, and (ii) Applicant is actively working with the Detroit Economic Growth Corporation, the City's Planning & Development Department, and CRIO to ascertain methods of obtaining resources to improve Applicant's business in a manner that will allow for compliance with this Agreement.

6. Payment of Exempted Taxes for Shortfall of Employment.

If the average number of full-time employees at the Property for any given year of the Term is less than the Employee Commitment Number, the Applicant agrees to pay to the City, in addition to the Commercial Rehabilitation Tax due under the CREC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the CREC, and the amount of Commercial Rehabilitation Tax due on the Property under the CREC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the

City pursuant to this Section, the City must afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year of the Term, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days' prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the CREC nor this Agreement may be transferred or assigned by the Applicant to a new owner of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO COMMERCIAL REHABILITATION EXEMPTION
CERTIFICATE AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

Monroe Phase I LLC

By:  B7B9A9239C31444...

Print: Kofi S. Bonner

Its: Authorized Representative

CITY OF DETROIT

PLANNING & DEVELOPMENT DEPT.

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

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

Date

Corporation Counsel Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
A COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE IS APPROVED
BY THE MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

EXHIBIT A

Application for Commercial Rehabilitation Exemption Certificate



COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1240
DETROIT, MICHIGAN 48226
PHONE: 313.224.4950
FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment <5 Full-time Employees

Date: March 18, 2025

Tax Abatement Type: Commercial Rehabilitation Exemption PA 210 of 2005

New X Renewal ☐

Duration of Abatement: 10 Years

Development: Monroe Phase I LLC – COSM. Monroe Phase I LLC will develop, for a third party tenant, the currently vacant land at 25 Cadillac Square into a state-of-the-art entertainment concept, including approximately 70,000 square feet of venue and food and beverage space spread across three levels. The development work includes ground up construction of a building with an interior LED dome, hall, and outdoor lounge. COSM is a revolutionary entertainment venue that delivers fully immersive experiences for sports, entertainment, and education.

Parcel/Facility Address: 25 Cadillac Square Detroit, Mi 48226

Applicant/Recipient: Monroe Phase I LLC

Applicant Contact: Brian Watkins, brianwatkins@rock.com

Post-Construction Employment Commitments

If Developer Occupied is selected, the Developer will be responsible for both Developer and Tenant requirements listed below.

Developer Occupied ☐ Tenant Occupied X

Total Developer Employment: 1

Developer commits to

- 1) Report to CRIO annually;
 - a. Developer's efforts regarding tenants
 - b. Tenant's compliance with commitments stated below (3)
 - c. Total number of employees at the facility
 - d. Number of employees at the facility who are Detroit residents
- 2) Provide Detroit at Work (DAW) information to any/all tenant(s) for life of abatement
- 3) Work with Commercial Tenant(s) to do the following;
 - a. **Post all Detroit job openings through the DAW website;**
 - b. **Report to Developer annually;**
 - i. Tenant's compliance with requirements
 - ii. The number of individuals employed by Tenant
 - iii. The number of employees who are Detroit residents

The Applicant/Recipient has provided the Civil Rights, Inclusion and Opportunity Department (CRIO) required information in accordance with specific current and future employment data and commitments as part of a tax abatement agreement with the City of Detroit.

Therefore, my signature below grants **Approval** of the above tax abatement application/renewal based



**Civil Rights, Inclusion
and Opportunity**

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1240
DETROIT, MICHIGAN 48226
PHONE: 313.224.4950
FAX: 313.224.3434

Decision Regarding Employment Clearance for Tax Abatement Employment Commitment <5 Full-time Employees

upon annual reports to and appraisals by this agency of the recipient's employment measures projected and achieved for the duration of the abatement.

Tenika Griggs

CRIO Deputy Director Name

DocuSigned by:

Tenika Griggs

FF584CBB98E341A...

CRIO Deputy Director Signature

4/3/2025

Date