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**PLANNING AND  
DEVELOPMENT DEPARTMENT**

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

Phone 313•224•1339  
[www.detroitmi.gov](http://www.detroitmi.gov)

**TO:** Mr. Marcell Todd, Director, City Planning Commission  
**FROM:** Greg Moots, Planning and Development  
**RE:** Master Plan Interpretation for **Rezoning**  
**DATE:** March 6, 2025

**RE:** **Master Plan of Policies** review of the request of Tina Castleberry to show an SD1 (Special Development District) zoning classification where a B2 (Local Business and Residential) zoning classification where an R3 (Low Density Residential) zoning classification is currently shown at 4213 and 4225 West Davison Avenue, generally bounded by West Davison Avenue, Petoskey Avenue, Waverly Avenue, and Broadstreet Avenue.

Dear Mr. Todd:

Pursuant to the City of Detroit's City Charter (Sections 6-202 and 6-204), the Planning and Development Department (P&DD) submits the following review of the proposed rezoning. The proposed map amendment is at the request of Tina Castleberry.

**Location**

The site is comprised of 4213 and 4225 West Davison Avenue. It is located in the Russell Woods neighborhood.

**Existing Site Information**

The site contains land owned by the petitioners, containing a house and a landscaped parcel. The site is approximately 0.2 acres in size.

**Surrounding Site Information**

North: Single-family residential  
East: Institutional  
South: Two-family residential  
West: Vacant

**Project Proposal**

The proposed map amendment is being requested in order to permit a seasonal outdoor garden center. The existing R3 zoning classification does not allow for commercial uses.

**Interpretation**

**Impact on Surrounding Land Use**

The proposed upzoning to B2 would permit various types of higher-density residential and commercial developments, many of which are more intense than permitted under the current

zoning. Traffic could be increased above what could result from a multi-family development as is currently permitted.

Impact on Transportation

The upzoning permits many more uses and potentially larger buildings. Davison Street is designated as a Major Thoroughfare and is appropriate for any increased traffic. There is also a bus route on Davison Street and a bus stop to the north. The uses proposed by the petitioner at this time don't appear to add large amount of traffic.

**Master Plan Interpretation**

The area to be rezoned is located in the Winterhalter neighborhood. It is designated Low-Medium Density Residential (RLM). Such areas "... should have an overall density of 8 to 16 dwelling units per net residential acre. The areas are often characterized by two or four family homes with small yards, on- street parking, or garages with alley access. The residential classifications allow for neighborhood-scale commercial development." The proposed rezoning to the B2 district is **generally consistent** with the RLM designation, as it doesn't change the overall character of the larger area, as it only comprises 0.2 and is located on the edge of the residential area and on a major road.

Respectfully Submitted,



Gregory Moots

Planning and Development Department

Attachments

**Future General Land Use Map:** Map 6-4B, Neighborhood Cluster 6, Winterhalter

CC: Karen Gage  
Alexa Bush, Director



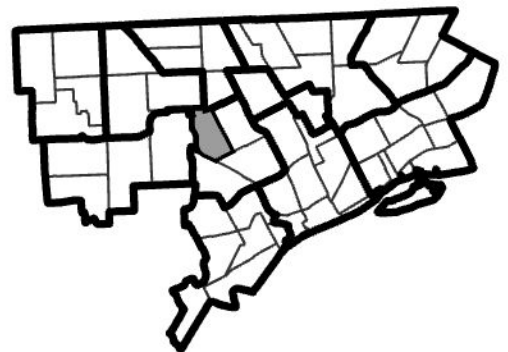
**Map 6-4B**  
**City of Detroit**  
**Master Plan of**  
**Policies**

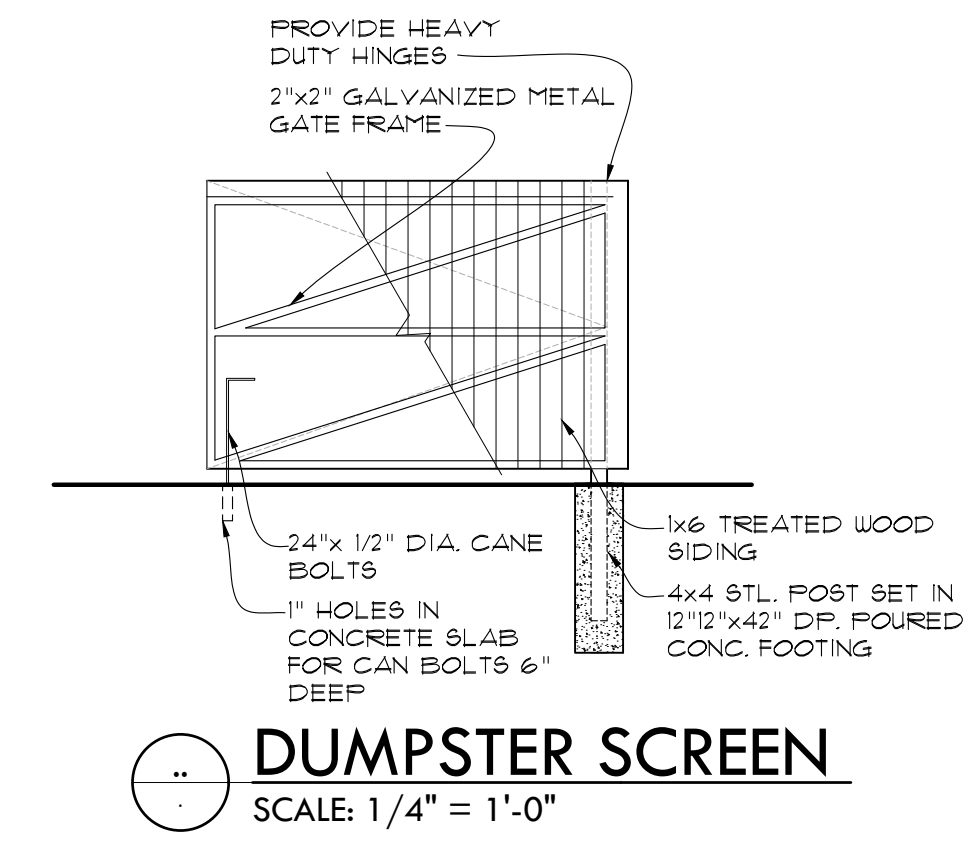
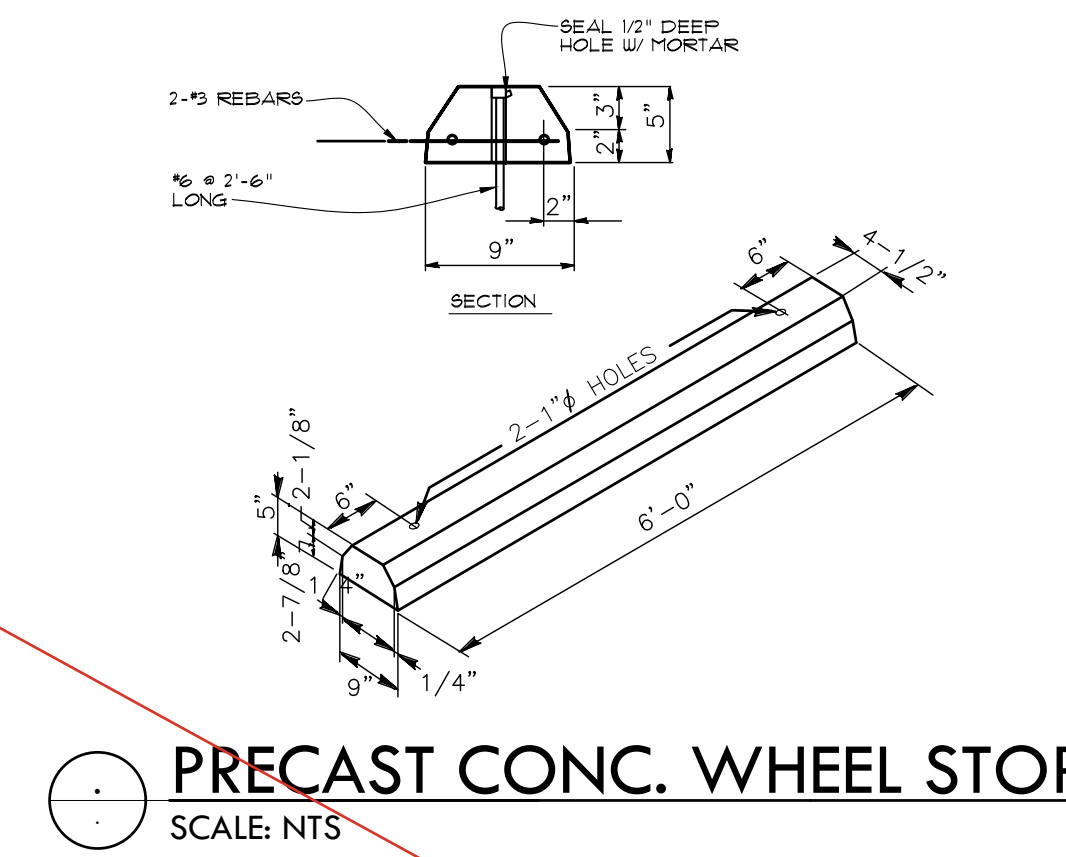
## Neighborhood Cluster 6 Winterhalter



### Future Land Use

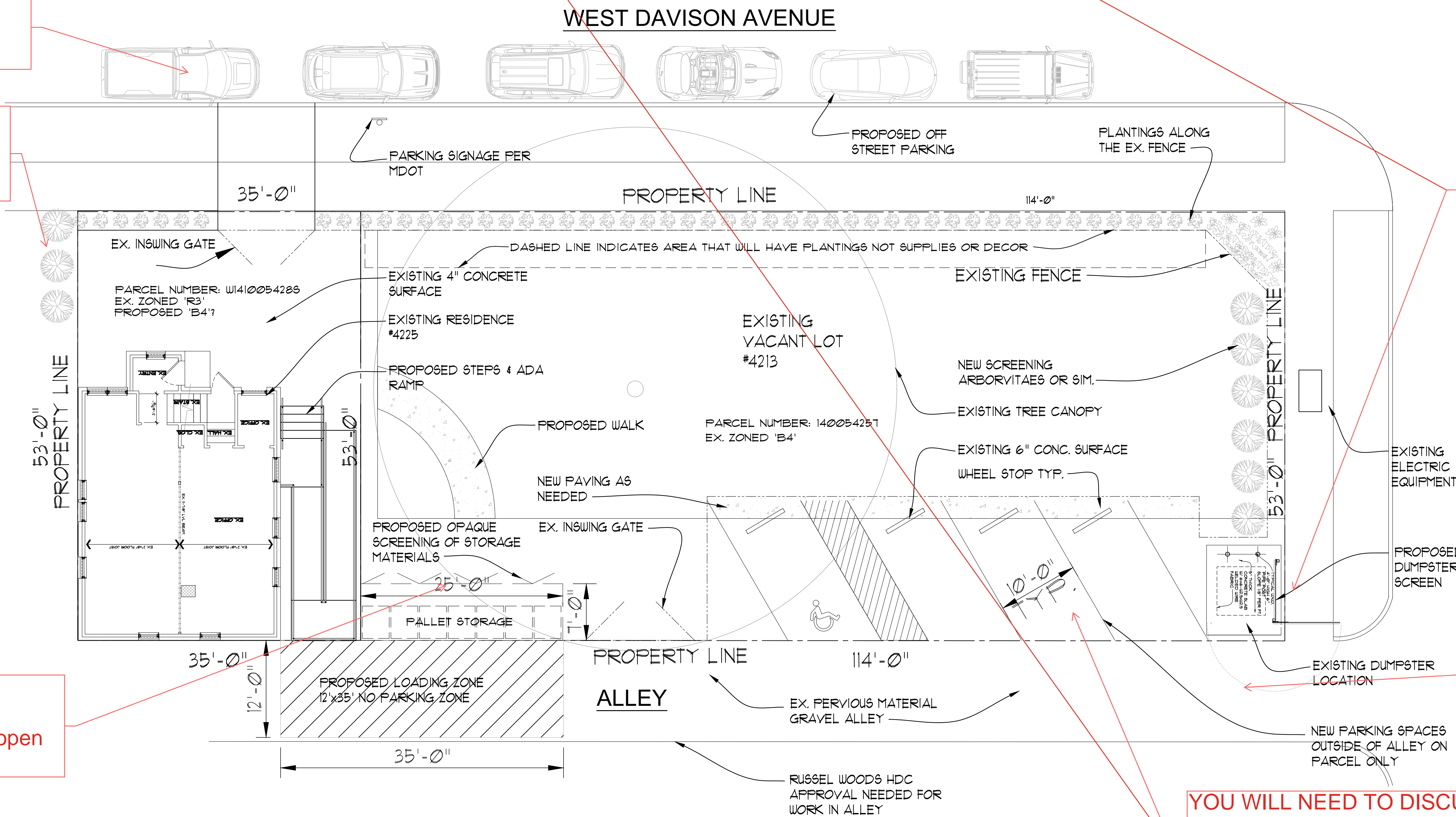
Low Density Residential (RL)	Thoroughfare Commercial (CT)	Mixed - Town Center (MTC)
Low / Medium Density Residential (RLM)	Special Commercial (CS)	Recreation (PRC)
Medium Density Residential (RM)	General Industrial (IG)	Regional Park (PR)
High Density Residential (RH)	Light Industrial (IL)	Private Marina (PRM)
Major Commercial (CM)	Distribution / Port Industrial (IDP)	Airport (AP)
Retail Center (CRC)	Mixed - Residential / Commercial (MRC)	Cemetery (CEM)
Neighborhood Commercial (CN)	Mixed - Residential / Industrial (MRI)	Institutional (INST)





PARKING ALONG DAVISON MAY NOT BE ALLOWED - CONTACT DPW & MDOT.

YOU CAN ONLY PROPOSE ALTERATIONS TO PARCELS UNDER YOUR CONTROL



THE DUMPSTER CANNOT BE ADJACE TO THE RIGHT-OF-WAY. IT MUST BE SCREENED FROM VIEW: Sec. 50-14-364. - Screening of refuse receptacles and waste removal areas. YOU WILL NEED TO DISCUSS WITH ENVIRONMENTAL AFFAIRS WHAT TYPE OF REFUSE CONTAINER IS REQUIRED FOR THIS COMMERCIAL USE.

OPAQUE SCREEN IS REQUIRED FOR: Sec. 50-14-365. - Screening of open storage areas.

CONTACT DPW TO DISCUSS THE REQUIREMENTS OF THE ALLEY PAVING AND ACCESS FOR LOADING.

YOU WILL NEED TO DISCUSS WITH BSEED ZONING THE NUMBER OF PARKING SPACE THAT WILL BE REQUIRED FOR THIS USE. THE PARKING MAY ALSO NEED TO BE SCREENED FROM VIEW FROM THE RIGHT-OF-WAY: Sec. 50-14-341. - Right-of-way screening

**ARCHITECTURAL SITEPLAN**  
SCALE: NTS

**ECOFORTIFY ARCHITECTURE, LLC**  
35439 Minton St. Livonia, Michigan 48150 (734) 637-3283  
4225 DAVISON DETROIT, MI  
PROPOSED ARCHITECTURAL SITEPLAN

Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



GARDEN BUG  
4225 W Davison St, DETROIT

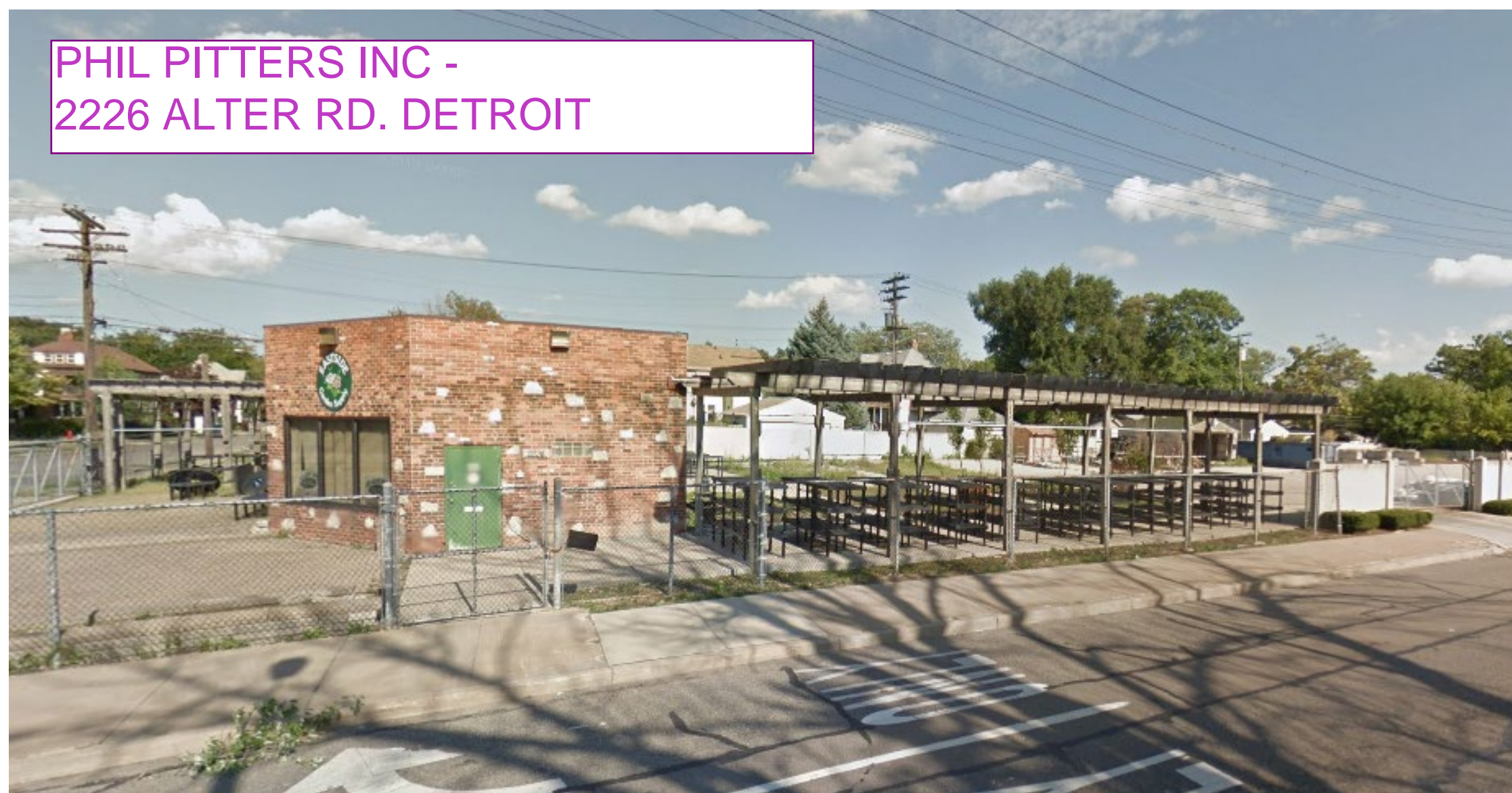


ALLEMON'S LANDSCAPE CENTER  
17727 MACK AVE, DETROIT



OLIVE'S BLOOMBOX  
1011 LIVERNOIS, FERNDALE

HOW CAN THIS LOCATION BETTER REFLECT A COMMERCIAL GARDEN CENTER APPEARANCE?



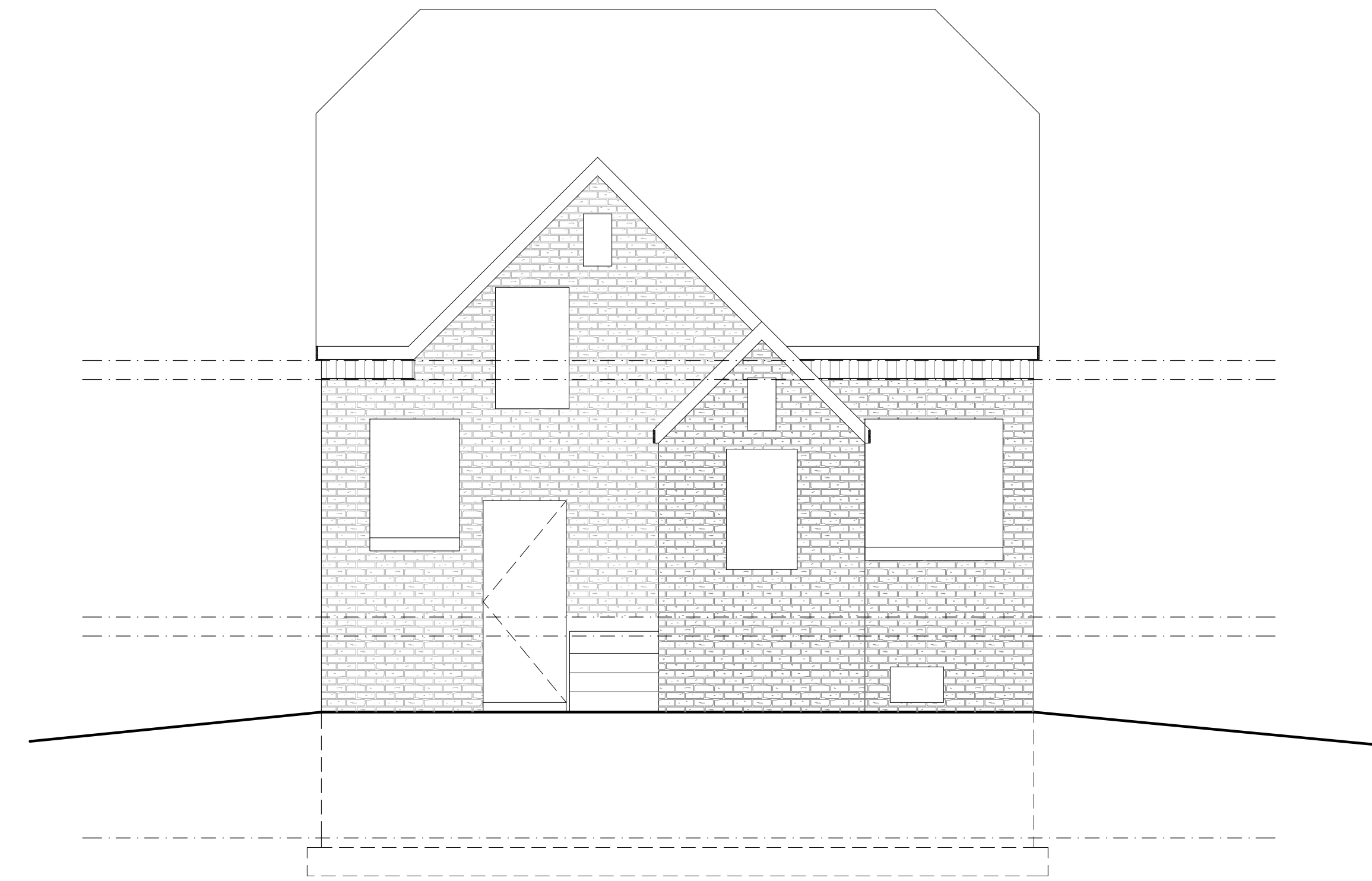
PHIL PITTERS INC -  
2226 ALTER RD. DETROIT



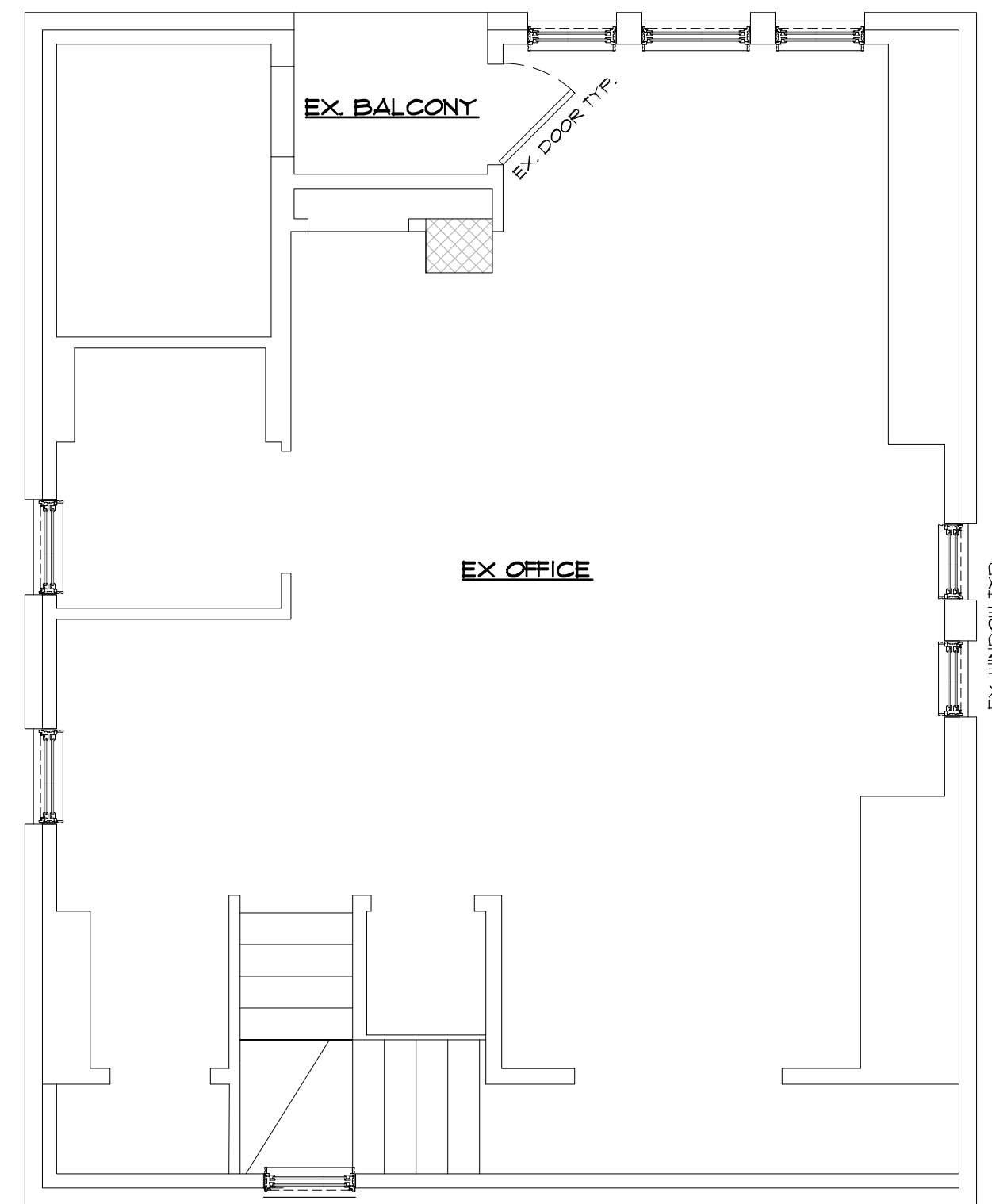
GARDEN BUG  
18901 Grand River Ave, DETROIT



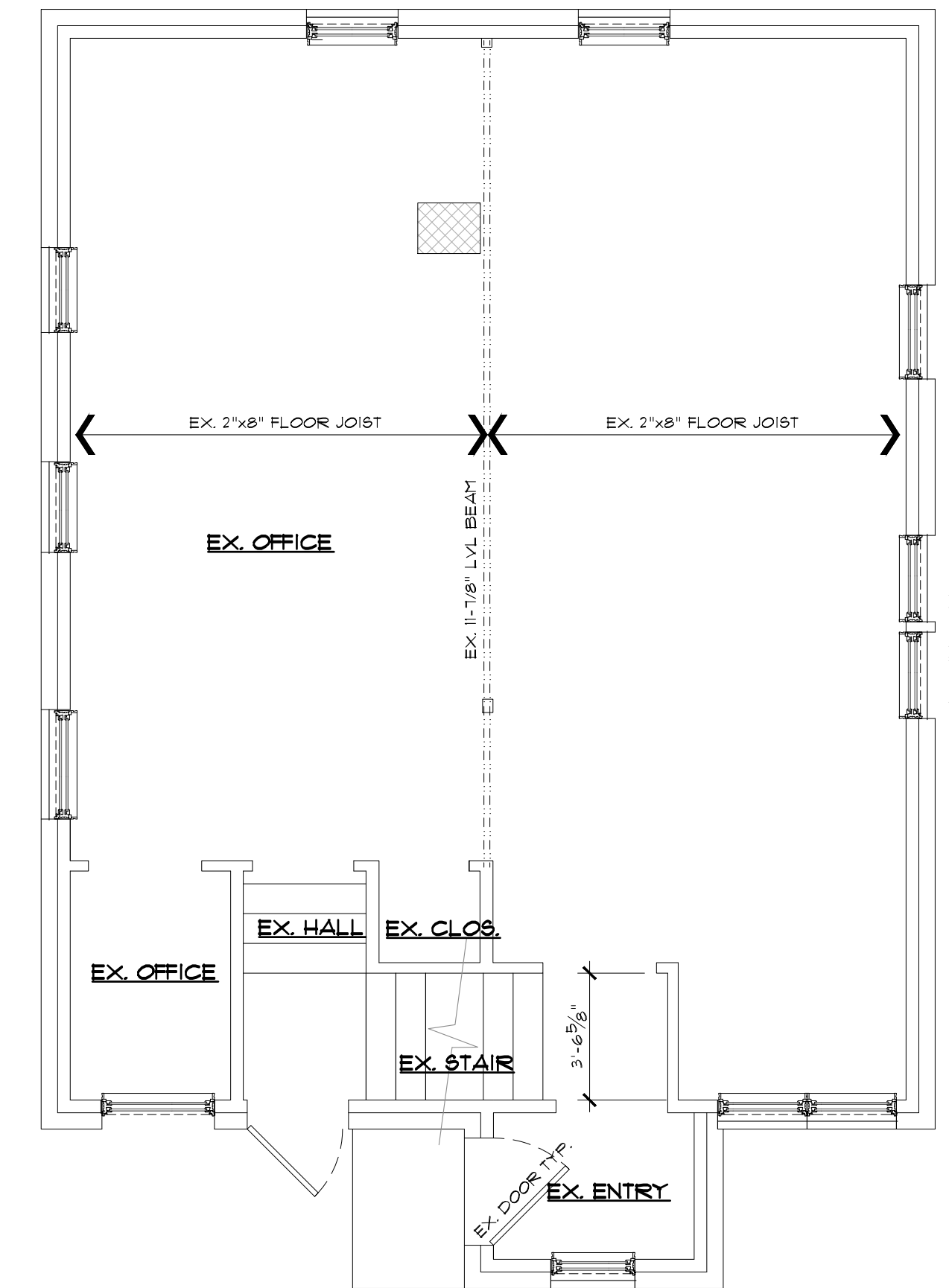
○ RECORD SIDE ELEVATION  
SCALE: 1/2" = 1'-0"



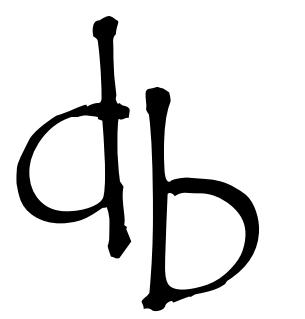
○ RECORD DAVISON ELEVATION  
SCALE: 1/2" = 1'-0"



○ RECORD SECOND FLOOR PLAN  
SCALE: 1/2" = 1'-0"



○ RECORD FIRST FLOOR PLAN  
SCALE: 1/2" = 1'-0"



ECOFORTIFY  
ARCHITECTURE, LLC

35439 Minton St. Livonia, Michigan  
48150 (734) 637-3283

4225 DAVISON  
DETROIT, MI

PROPOSED  
SECOND LEVEL  
PLAN

ISSUED \_\_\_\_\_ Date \_\_\_\_\_  
RECORD PLANS \_\_\_\_\_  
CITY REVIEW 2 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Buildings, Safety Engineering  
& Environmental Department

City of Detroit  
Buildings, Safety Engineering and Environmental Department  
Property Maintenance Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, 4th Floor, Suite 412, Detroit, Michigan 48226  
**(313) 628-2451 or E-mail [pm@detroitmi.gov](mailto:pm@detroitmi.gov)**

## CORRECTION ORDER

10/14/2024

**Owner:**

The Garden Bug  
18901 Grand River  
Detroit, MI 48223

**Record ID** : PMB2024-05168  
**Type of Use** : Vacant Lot  
**Location** : 4213 W DAVISON  
DETROIT, MI 48238

**INSPECTOR**

**Name** : Ronald Youngblood  
**Phone** : 313-480-0992  
**Email** : [ronald.youngblood@detroitmi.gov](mailto:ronald.youngblood@detroitmi.gov)

**INSPECTION**

**Type** : Complaint Inspection  
**Result** : **FAIL**  
**ID** : 32862932

The Property Maintenance inspected the above premises on **10/08/2024**

**Violations** of the Detroit **Property Maintenance Code and/or Official Zoning Ordinance** were found to exist and corrections shall be made on or before the compliance date.

**Compliance Date** : **11/15/2024**

**If you have questions about or seek to dispute this notice, call (313) 628-2451, between 8:00 am and 4:00 pm Monday - Friday or E-mail [pm@detroitmi.gov](mailto:pm@detroitmi.gov)**

## **Violations**

### **1 Emergency Order - 8-15-41**

NON-COMPLIANT

Sec. 8-15-38. - Unlawful occupancy of buildings, premises, or structure; abatement.

Where a building, premises, or structure is determined by the Director of the Buildings, Safety Engineering, and Environmental Department or the Public Health Director to be:

(2) Altered, erected, or occupied contrary to state law, to this article, or to the 2019 Detroit City Code;

Legal Use/lawful occupancy is Vacant Land in an R3 Zoning District

Illegal use/ unlawful occupancy: Garden Center, stores of a generally recognized retail nature

Sec. 50-12-554. - Seasonal outdoor sales.

(1) The seasonal outdoor sale shall be conducted in a B2, B3, B4, B5, B6, M1, M2, M3, M4, PCA, TM, or SD2 District

You have until the compliance date on this correction order to obtain Change of Use permit for this property from Vacant Lot to Garden Center; stores of a generally recognized retail nature.

If a permit will not be applied for nor obtained all items and materials must be removed and must discontinue use as retail until change of use is granted.

Telephone inquiries may be made between 8:00 am and 4:00 pm Monday - Friday

NOTE: YOU ARE REQUIRED TO OBTAIN A CERTIFICATE OF COMPLIANCE FOR YOUR PROPERTY. UNDER CERTAIN CONDITIONS, YOU MAY BE ENTITLED TO RECEIVE A TEMPORARY CERTIFICATE OF COMPLIANCE WHILE CORRECTIONS ARE IN PROGRESS.

TO RECEIVE THE REQUIRED CERTIFICATE OF COMPLIANCE FOR INSPECTION OR MAINTENANCE OF GRANT CONDITIONS, YOU MUST PERFORM THE FOLLOWING:

1. CORRECT ALL OF THE DEFICIENCIES LISTED ABOVE.
2. PAY THE REQUIRED INSPECTION FEES AS INVOICED.
3. CALL **(313) 628-2451** FOR A RE-INSPECTION AFTER CORRECTION OF DEFICIENCIES AND PAYMENTS OF THE FEES AS INVOICED.
4. YOU MUST REGISTER YOUR RESIDENTIAL RENTAL PROPERTY.

**YOUR FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN THE ISSUANCE OF ONE OR MORE TICKETS WHICH WILL BE HEARD AT THE CITY OF DETROIT, DEPARTMENT OF ADMINISTRATIVE HEARINGS, WHICH IS LOCATED AT 1004 COLEMAN A. YOUNG MUNICIPAL CENTER, DETROIT, MICHIGAN 48226**

**NOTICE OF REMEDIATION: UNLESS THE VIOLATION(S) ARE CORRECTED AND A FOLLOW-UP INSPECTION REQUESTED AT (313) 628-2451, PURSUANT TO SEC. 8-15-48 OF THE 2019 DETROIT CITY CODE, THE CITY OF DETROIT WILL CORRECT THE BLIGHT VIOLATION(S) AND THE ENTIRE COST OF ABATEMENT ACTIONS SHALL BE PAID BY THE OWNER (SEC. 8-15-49 OF THE 2019 DETROIT CITY CODE).**

# BLIGHT VIOLATION SEARCH RESULT

Case No: **25026900DAH**

Ticket Issued Date / Time: **Issue Date: Jan 31, 2025** | **Violation Date/Time: Jan 31, 2025 @ 9:00AM** | **Case Hearing Date / Time: May 23, 2025 @ 9:00AM**

## Violator / Address Information

Violator's Full Name  
THE GARDEN BUG LLC  
Violator's Mailing Address  
18901 GRANDRIVER  
DETROIT, MI 48223  
Violation Address (within detroit)  
4225 DAVISON

## Department Issuing Violation

Buildings, Safety Engineering &  
Env Department  
Inspector Name  
Mason, Corey  
Department Contact Information  
2 Woodward Ave., Ste. 401  
Detroit 48226  
224-2733

## Blight Violation Information

Initial Assigned Court Date/Time  
Feb 21, 2025 @ 9:00AM  
Assigned Court Room  
Virtual Hearing RM 1  
Violation Fine / Judgment Amount  
**\$ 500.00 / Pending**  
Violation Code / Description  
8-15-38 - Failure to abate unlawful  
occupancy of Building, Premises or  
Structure - Emergency Order -  
Less than 5 stories  
Inspector's Note

## Judgment Owed & Payment Transactions

Judgment Amt.	Amt. Owed	Payment Type (Add To Basket)
580.00	580.00	<a href="#">Pay Judgment</a>

## Payment Basket / Check-Out

Ticket Number	Amount To Pay	Action
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**Total Judgment Amount Added To Basket: \$**

CHECK-OUT PAYMENT(S)

OTHER POSSIBLE PENDING / OUTSTANDING BLIGHT VIOLATIONS

<b>Ticket #</b>	<b>Issued Date</b>	<b>Violator's Name</b>	<b>Violation / Mailing Address</b>	<b>Action</b>
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Dispostions / Transactions History

Judgments Entered

<b>Judgment Date</b>	<b>Judgment Entered</b>	<b>Hearing Officer</b>	<b>Judgment Status</b>
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CHECK-OUT PAYMENT(S)

OTHER POSSIBLE PENDING / OUTSTANDING BLIGHT VIOLATIONS

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Judgments Entered

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Violator's Full Name  
THE GARDEN BUG LLC  
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DETROIT, MI 48223  
Violation Address (within detroit)  
4225 DAVISON

## Department Issuing Violation

Buildings, Safety Engineering &  
Env Department  
Inspector Name  
Mason, Corey  
Department Contact Information  
2 Woodward Ave., Ste. 401  
Detroit 48226  
224-2733

## Blight Violation Information

Initial Assigned Court Date/Time  
Feb 21, 2025 @ 9:00AM  
Assigned Court Room  
Virtual Hearing RM 1  
Violation Fine / Judgment Amount  
**\$ 750.00 / Pending**  
Violation Code / Description  
50-5-28 - LAND USE WITHOUT  
PERMIT - UNLAWFUL  
STORAGE UPON VACANT  
LAND - OTHER UNLAWFUL  
LAND USE  
Inspector's Note

## Judgment Owed & Payment Transactions

Judgment Amt.	Amt. Owed	Payment Type (Add To Basket)
855.00	855.00	<a href="#">Pay Judgment</a>

## Payment Basket / Check-Out

Ticket Number	Amount To Pay	Action
---------------	---------------	--------

**Total Judgment Amount Added To Basket: \$**

CHECK-OUT PAYMENT(S)

OTHER POSSIBLE PENDING / OUTSTANDING BLIGHT VIOLATIONS

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**Lauren Hood, MCD**  
Chairperson  
**Donovan Smith**  
Vice Chair/Secretary

**Marcell R. Todd, Jr.**  
Director  
**Christopher Gulock, AICP**  
Deputy Director

**City of Detroit**  
**CITY PLANNING COMMISSION**  
208 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Phone: (313) 224-6225 Fax: (313) 224-4336  
e-mail: [cpc@detroitmi.gov](mailto:cpc@detroitmi.gov)

**Adrian-Keith Bennett**  
**Kenneth R. Daniels**  
**David Esparza, AIA, LEED**  
**Ritchie Harrison**  
**Gwendolyn A. Lewis, MBA**  
**Frederick E. Russell, Jr.**  
**Rachel M. Udabe**

### **NOTICE OF PUBLIC HEARING**

A public hearing will be held by the Detroit City Planning Commission in the Committee of the Whole Room, 13<sup>th</sup> floor, Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, Michigan 48226 at the date and time listed below. Both in-person and virtual attendance are options to participate. Pursuant to public health guidelines and limited room capacity, if anyone has cold, flu, or COVID symptoms, virtual attendance is strongly encouraged. To attend the meeting virtually, please use the link toward the end of this notice.

### **THURSDAY, MARCH 6, 2025, AT 6:00 PM**

The public hearing is being held to consider the request of Tina Castleberry to amend Article XVII, Section 50-17-60, District Map No. 58 of the 2019 Detroit City Code, Chapter 50, Zoning, to show a B2 (Local Business and Residential) zoning classification where a R3 (Low Density Residential) zoning classification is currently shown at 4213 and 4225 West Davison Avenue, generally bounded by West Davison Avenue to the north, Petoskey Avenue to the east, Waverly Avenue to the south, and Broadstreet Avenue to the west. The location of the proposed rezoning is indicated as the shaded area on the accompanying map.

The proposed map amendment is being requested in order to permit a seasonal outdoor garden center. The existing R3 zoning classification does not allow for commercial uses as a by-right or conditional use.

#### **R3 – Low Density Residential**

This district promotes and encourages town and terrace house development, courts, and garden apartments. This district is intended to be used primarily on local thoroughfares thereby encouraging a suitable environment for family life. Uses permitted by right include, but are not limited to, single- and two-family dwellings, townhouses, multi-family dwellings, and community facilities necessary to serve a residential district.

#### **B2 – Local Business and Residential**

This district provides for the day-to-day consumer goods and services required to serve a small residential area. High-traffic generating and traffic-oriented uses are restricted because of their obvious undesirable influence on adjacent residential areas.

Zoning ordinance amendments require approval by the City Council following a separate public hearing conducted by the Council. The Council considers the matter upon receipt of a report and recommendation from the City Planning Commission. This Zoning Ordinance map amendment request is being considered consistent with the provisions of Article III, Divisions 2, 3, and 4 of Chapter 50 of the 2019 Detroit City Code, the Detroit Zoning Ordinance.

All interested persons are invited to be present and be heard as to their views. Persons making oral presentations are encouraged to submit written copies, for the record, to the City Planning Commission via

U.S. Mail at the above address or e-mail at [cpc@detroitmi.gov](mailto:cpc@detroitmi.gov). Public comment/testimony may be given at the appropriate times when called for during the meeting. If you desire to speak and are attending the meeting online, press the “raise your hand” icon at the bottom of the screen or press ALT-Y for a PC or OPT-Y for a MAC to raise your hand virtually. If attending by phone press \*-9 to raise your hand.

If interpretation or translation services are needed, including for the hearing impaired, call the Department of Civil Rights, Inclusion & Opportunity at (313) 224-4950. For further information on this proposal or the public hearing, please call (313) 224-6225.

**To participate virtually in the CPC meeting, please use the following options:**

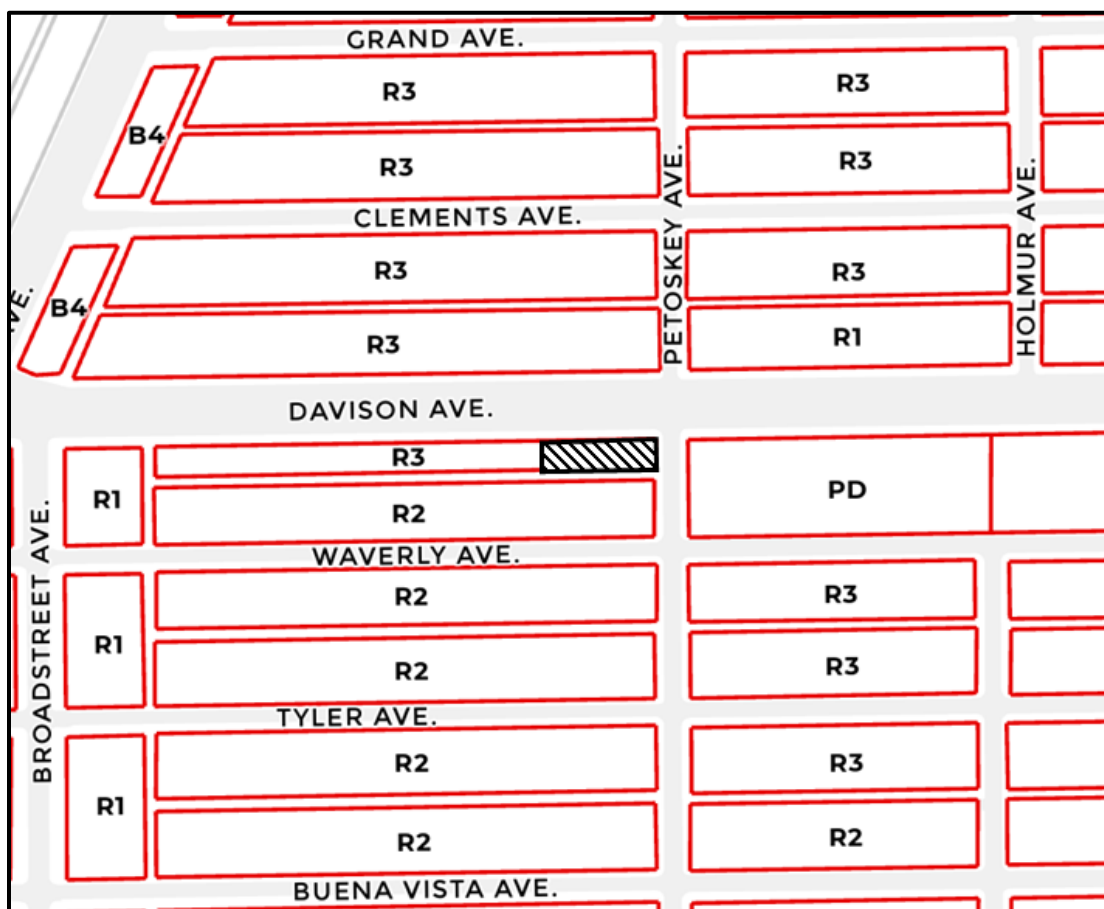
*Online:*

<https://cityofdetroit.zoom.us/j/96355593579?pwd=TTloMzN5M3pmU1RKNXp1MjJlc3N3UT09>

*Or iPhone one-tap:* +12678310333,96355593579# or +13017158592,96355593579#

*Or by telephone:* Dial (for higher quality, dial a number based on your current location):

US: +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 213 338 8477 or +1 253 215 8782 or +1 346 248 7799 Webinar ID: 963 5559 3579



**Hatched area is proposed to be rezoned from R3 to B2**



**ZONING FEE:**

Effective January 1, 2023, the applicant will be charged a fee for the processing of a rezoning application. The fee schedule is as follows:

<b>Size of Property</b>	<b>Fee</b>
One acre or less	\$1,500.00
Over one acre	\$1,500.00 for the first acre plus \$50.00 for each additional acre to a maximum of \$2,250.00

Payment of the fee must be in the form of a check or money order payable to the “*City of Detroit – Treasurer*” When the City Planning Commission has accepted payment, the applicant should formally submit the petition to the office of the City Clerk.

**ZONING CHANGE PROCEDURES:**

A change in the zoning classification on property located within the City of Detroit requires action by the City Planning Commission (after the holding of a State-required public hearing) and approval by the City Council (after the holding of a Charter-required public hearing).

A change in zoning usually takes from three to four months to accomplish (from the date of submittal of the application to the effective date of the zoning change).

At each of the required public hearings, all owners of property, residents, businesses and known community organizations within 300 feet of the property in question are notified of the proposal and of the time, date and place of the hearing. The applicant will be responsible for posting public notice of the public hearing on the property in question in a manner acceptable to the Planning Commission. The persons so notified are invited to attend the hearing, hear presentations on what is being proposed, and express their opinions on the proposal if they so desire.

It is mandatory that the applicant, or the applicant’s officially designated representative, attend both of the public hearings and justify to the satisfaction of the members of the City Planning Commission and the members of the City Council that the current zoning classification is inappropriate, and that the proposed change and resultant development can take place and be accomplished without adversely affecting the surrounding properties.

1. Name of Applicant: Tina Castleberry  
Address of Applicant: 238 California St  
City, State & Zip Code: Highland Park, MI 48203  
Telephone Number: (313) 530-5296

2. Name of Property Owner: SAME  
(If same as above, write "SAME")  
Signature of Property Owner  
(If different than Applicant) \_\_\_\_\_  
Address of Property Owner: \_\_\_\_\_  
City, State & Zip Code: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_

3. Present Zoning of Subject Parcel: R3

4. Proposed Zoning of Subject Parcel: B4

5. Address of Subject Parcel: 4213 W Davison  
between Petosky and Broadstreet  
(Street) (Street)

6. General Location of Subject Property: Property is located on the corner of  
W. Davison and Petosky, north of the Russel Woods neighborhood.

7. Legal Description of Subject Parcel: (May be attached)  
S DAVISON 1 THRU 3 EXC DAVISON AVE AS WD RUSSELL WOODS  
SUB L34 P3 PLATS, W C R 14/195 116 X 52.66A

8. Size of Subject Parcel (Dimensions): 53 X 116  
(Acreage): 0.139 ac

9. Description of anticipated development:  
Seasonal outdoor garden center  
\_\_\_\_\_  
\_\_\_\_\_

10. Reason why the present zoning classification is not appropriate and why the proposed zoning classification is more appropriate:  
Current zoning of this vacant lot is residential, not commerical, which is  
what the planned development requires  
\_\_\_\_\_  
\_\_\_\_\_

11. Zoning of Adjacent Properties:  
To the North - R3-separated by W. Davison  
To the South - R2- separated by alley  
To the East - R3  
To the West - PD

12. Development of Adjacent Properties:  
To the North - n/a  
To the South - n/a  
To the East - n/a  
To the West - n/a

13. Community Organizations and/or Block Clubs contacted by applicant:

Group Name/Address	Contact Person/Phone Number
Dexter-Linwood Cordon	Ron Matten/ 5862607409
Russell Woods Association	Tenay/ 3135160629
Russell Woods Block Club	Lezlie/ 8105880221
Brilliant Detroit-Sturtevant	Maria/ 5043436754

14. Adjacent Property Owners, Businesses or Residents contacted by Applicant:

Name	Indicate: Owner Business Resident	Address	Address of Adjacent Property	Phone
Steven Rimmer	Resident	4241 Waverly Detroit 48238		313-500-3255

13. Community Organizations and/or Block Clubs contacted by applicant:

Group Name/Address	Contact Person/Phone Number
Department of Neighborhoods	Mona Ali (313) 236-3540
Russell Woods Block Club	Gardening Board Member (313) 444-3485

14. Adjacent Property Owners, Businesses or Residents contacted by Applicant:

Name	Indicate: Owner Business Resident	Address	Address of Adjacent Property	Phone
Kingdom Hall of Jehovah's Witnesses		4095 W Davison	4225 W Davison (our property)	(313) 931-5401

14. Adjacent Property Owners, Businesses or Residents contacted by Applicant:

Name	Indicate: Owner Business Resident	Address	Address of Adjacent Property	Phone
Unknown	Resident	4200 W Davison/ Petosky	Resident shops with us but hasn't been home the last few days	
Jehovah's Withness Kingdom Hall	Business	4095 W Davison	4225 W Davison	Attempt on Jan18th 1pm
Steve- works w/ Commissioner Durhall	Resident	4241 Waverly	4225 W Davison	3135003255
Brilliant Detroit	Business	4203 Sturtevant		Caitlyn 5862958765
Leslie-Russel Woods block captain	Resident	4735 Buena Vista		8105880221
Banks Triumph Chuch Business	Business	4323 W Davison	4225 W Davison	Attempt on Jan 18+22 1pm



3/19/2021

The Garden Bug LLC  
18901 Grand River  
Detroit, MI 48223

**RE: SALE OF PROPERTY**

Dear The Garden Bug LLC:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to grant an option to sell real property in the City of Detroit identified in Exhibit A of the attached Option to Purchase and Develop and Agreement to Maintain Property (the "**Agreement**") for \$7,500.00 to The Garden Bug LLC ("**Optionee**") pursuant to the terms and conditions of the attached Agreement and subject to approval by the DLBA Board of Directors.

If Optionee accepts the offer to deal, Optionee shall return an original signed copy of the attached Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 750.00, to serve as an "Option Fee" as contemplated by Section 2 of the Agreement. If the Optionee exercises the option and enters into the Purchase & Development Agreement in Exhibit II (the "**Purchase Agreement**"), this Option Fee will be net against the Purchase Price according to the terms of Section 2 of the Agreement. If the Agreement is not approved by the DLBA Board of Directors within 90 days of DLBA's receipt of the signed Agreement and Option Fee, this offer will expire and the Option Fee shall be returned to the Optionee in full.

This letter is considered as an offer to deal only and is subject to approval by the Detroit Land Bank Authority Board of Directors.

**This offer to deal expires on April 22, 2021 if by such date the signed Agreement and Option Fee have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

**OPTION TO PURCHASE & DEVELOP AND  
AGREEMENT TO MAINTAIN PROPERTY**

This Option to Purchase and Develop and Agreement to Maintain Property (this "**Agreement**") is entered into as of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the Detroit Land Bank Authority, a Michigan public body corporate ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226, and The Garden Bug LLC, a Michigan limited liability company ("**Optionee**"), whose address is 18901 Grand River, Detroit, Michigan 48223. DLBA and Optionee are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

**RECITALS**

A. WHEREAS, DLBA has evaluated Optionee's application to purchase certain property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are set forth on Exhibit I attached hereto (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement; and

B. WHEREAS, Optionee's application or proposed use of all or some portion of the Property (the "**Proposed Use**") requires additional submissions or further information, more fully described as "**Compliance**" in Section 3 below; and

C. WHEREAS, the Parties intend to proceed to transact a sale of the Property upon achievement of Compliance.

**AGREEMENT**

Now, therefore, in consideration of the foregoing premises, the mutual obligations of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Grant of Option.** DLBA hereby grants Optionee the exclusive and irrevocable option to purchase the Property upon achievement of Compliance, provided that such Compliance occurs before expiration of the Option Term (as defined below), and according to the terms and conditions hereinafter set forth (the "**Option**").

2. **Option Fee.**

(a) **Fee.** DLBA acknowledges that Optionee has paid an option fee of \$ 750.00 (the "**Option Fee**").

(b) **Applicability if Option Exercised.** In the event that Optionee exercises the Option within the Option Term or any extension thereof and is not in default as to any other terms of this Agreement, said Option Fee shall first be applied to the Deposit of the Purchase Agreement, as defined below, and any remaining Option Fee balance shall apply toward the purchase price of the Property at closing on the sale of the Property. The Option Fee shall proportionally apply

toward the purchase price of such Property on a per-square-foot basis at closing on the sale of such Property if any Option Exercise does not include all Property in this Agreement.

(c) **Failure to Exercise.** In the event the Optionee does not timely exercise the Option, DLBA shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

(d) **Due Diligence Termination.** If, during the first 60 days after the Effective Date, Optionee discovers any condition of the Property which in Optionee's sole discretion renders the Property unsuitable for the proposed development Optionee may deliver notice to DLBA terminating this Agreement. If DLBA receives such notice, the Option Fee shall be returned to Optionee in full, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

3. **Compliance.** Over the course of the Option Term and until successful, Optionee shall diligently make commercially reasonable efforts to achieve all requirements described in this Section (such achievement, "**Compliance**").

(a) **Zoning.** Optionee's Proposed Use is inconsistent with the current zoning ordinances and regulations governing use of the Property. Optionee will make all necessary applications to obtain a variance or, if necessary, rezoning of the Property so that the Proposed Use is in compliance with zoning ordinances and regulations governing use of the Property. Optionee shall provide to DLBA documentation that all such approvals have been received.

(b) **Cost Estimates and Proof of Funds.**

(i) **Cost Estimates.** Optionee will provide to DLBA a commercially reasonable estimate of costs and expenditures required to construct the Proposed Use.

(ii) **Proof of Funding.** Optionee will provide commercially reasonable proof of funds to complete the Proposed Use. Proof of funds may include, but is not limited to, original bank statements, open equity lines of credit, and executed loan documents.

4. **Option Term.** Unless terminated earlier according to the terms of Section 9, the Option shall be exercisable by Optionee for 180 days from the Effective Date, provided that DLBA may grant extensions as provided in Section 5 ("**Option Term**").

5. **Extensions.**

(a) **First Extension.** If Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, for an extension. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. DLBA will grant such request, extending the Option Term by 90 days (the "**First Extension**"). There will be no fee for the First Extension.

(b) **Additional Extensions.** If, during the First Extension, Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, as extended, for additional extensions. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. In DLBA's reasonable discretion, DLBA may grant 90-day extensions of the Option Term (each, an "**Additional Extension**"). Each Additional Extension will require payment of \$250.00, the sum of which will not be applicable to the purchase price under any subsequent Purchase Agreement.

6. **Exercise of the Option.** Optionee may exercise the Option by delivering written notice of exercise to DLBA following achievement of Compliance ("**Option Exercise**"). Such notice to DLBA shall include documentation sufficient to verify Compliance. To the extent the Property consists of more than one parcel, Optionee may not exercise the Option as to only a portion of the Property unless Optionee first relinquishes the Option as to the remaining portion of the Property.

7. **Sale of the Property.** Upon exercise of the Option, sale of the Property shall proceed according to terms set forth in a Purchase & Development Agreement (the "**Purchase Agreement**") substantially in the form attached hereto as Exhibit II. Within 15 days after Option Exercise, Optionee shall deliver to DLBA a signed Purchase Agreement sufficient for execution. If Optionee fails to timely sign and deliver the Purchase Agreement for any reason, DLBA shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement.

8. **Maintenance of Property.** The Option is contingent on Optionee maintaining and, where applicable, securing the Property according to the following terms and conditions.

(a) Optionee shall, within 30 days from the Effective Date, secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 6 inches; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

(b) Optionee shall provide an update to DLBA evidencing such maintenance within 30 days from the Effective Date, and subsequently provide updates not less than every 90

days thereafter until the earlier of (i) the date of Option Exercise; or (ii) expiration of the Option Term. The updates shall be provided via first class mail or email to:

Detroit Land Bank Authority  
Attn: Gustaf Andreasen  
500 Griswold, Suite 1200  
Detroit, MI 48226  
gandreasen@detroitlandbank.org

9. **Termination.** The Option shall be of no further force and effect upon any of the following events:

(a) Expiration of the Option Term, subject to any extensions granted under Section 5;

(b) Optionee violates any of the terms and conditions of this Agreement and fails to cure such violation within 30 days after written demand by DLBA to correct said violation;

(c) Optionee notifies DLBA in writing that Optionee relinquishes its rights and obligations under this Agreement; or

(d) DLBA and Optionee close on the sale of any portion of the Property, provided that DLBA and Optionee may amend this Agreement in writing so that the Option continues to apply to any unpurchased remainder of the Property for which Optionee is still actively pursuing Compliance.

Upon termination, this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement, provided, however, that Optionee may relinquish the Option as to only a portion of the Property and retain the Option and all rights and obligations of this Agreement as to the remainder of the Property.

10. **Right of Entry.**

(a) **Purpose.** DLBA grants Optionee a temporary license allowing access to the Property to Optionee and its employees, agents, contractors, or partners during the Option Term to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies to determine the feasibility of the Proposed Use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Optionee deems reasonably appropriate, provided such work does not interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. All such testing shall be done at the risk and expense of Optionee. Optionee shall not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above.

(b) **Test Results.** Purchaser will provide DLBA copies of the results of any environmental testing performed by Purchaser prior to the expiration of the Option Term or Option Exercise.

(c) **Liability & Indemnity.** To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Optionee's work on and maintenance or study of the Property. Optionee agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Optionee's access of the Property, or from any act or omission of Optionee in exercising its rights under this temporary license. Optionee will promptly pay and/or reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Optionee's work on and maintenance of the Property or any activities of Optionee in connection with Section 7 of this Agreement. Optionee shall provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license.

(d) **Insurance.** Optionee must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments and settlements for bodily injury or property damage arising out of Optionee's work on and maintenance of the Property. Optionee will maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 30 days of the Effective Date, Optionee will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA. At any time during the term of this temporary license, DLBA may request proof of insurance coverage from Optionee. Optionee will reimburse DLBA for any and all costs, expenses, and insurance premiums paid and/or incurred by DLBA due to Optionee's failure to maintain adequate insurance coverage.

**11. Integration; Modification.**

(a) This Agreement contains both DLBA's and Optionee's entire intentions and understandings in regard to the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Optionee may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

**12. Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Optionee should be sent to the address above set forth, another such other address as Optionee designates in writing to DLBA, or [maya.a.castleberry@gmail.com](mailto:maya.a.castleberry@gmail.com).

Notice to DLBA will be provided to:

Detroit Land Bank Authority  
Attn: Gustaf Andreasen  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
gandreasen@detroitlandbank.org

13. **Assignments.** Optionee may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

14. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Optionee agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Optionee agrees that service of process at the address and in the manner specified above will be sufficient to put Optionee on notice. Optionee also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.

(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(g) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Optionee, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery,

as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on the next page]**

The Detroit Land Bank Authority and The Garden Bug LLC have caused this Option to Purchase and Develop and Agreement to Maintain Property to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Dispositions

**THE GARDEN BUG LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature page 1 of 1 of the Option to Purchase and Develop and Agreement to Maintain Property between DLBA and The Garden Bug LLC for 4213 and 4225 W Davison

# **EXHIBIT I**

## **The Property**

S DAVISON LOTS 1 THRU 3 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3  
PLATS, W C R 14/195 116 X 52.66A

Parcel ID: 14005425-7

Commonly known as 4213 W Davison, Detroit, MI

S DAVISON LOT 4 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3 PLATS, W C R  
14/195 35 X 52.6A

Parcel ID: 14005428.

Commonly known as 4225 W Davison, Detroit, MI

**[Remainder of page intentionally left blank]**

**EXHIBIT II**

**PURCHASE AGREEMENT**

(See attached)

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the Detroit Land Bank Authority, a Michigan public body corporate ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226, and The Garden Bug LLC, a Michigan limited liability company ("**Purchaser**"), whose address is 18901 Grand River, Detroit, Michigan 48223. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$7,500.00 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)).

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$ 750.00 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA if the transactions contemplated by this Agreement are not consummated for any reason.

(c) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

3. **Right of Entry and Maintenance.**

(a) **Right of Entry.** DLBA grants Purchaser a temporary license allowing access to the Property to Purchaser and its employees, agents, contractors, or partners beginning on the Effective Date and ending on the earlier of the date of Closing or termination of this Agreement to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies as may be required or necessary for Purchaser to determine the feasibility of any proposed use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Purchaser deems reasonably appropriate, provided such work does not unreasonably interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. DLBA agrees to deliver prior notice to Purchaser of any such planned demolition or site improvement activities and notify Purchaser of any tenants in possession of the Property or any part thereof. All such testing will be done at the risk and expense of Purchaser. Purchaser will

not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above. To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Purchaser's work on and maintenance or study of the Property. Purchaser agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Purchaser's access of the Property, or from any act or omission of Purchaser in exercising its rights under this temporary license. Purchaser will promptly pay and reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Purchaser's work on and maintenance of the Property or any activities of Purchaser in connection with this temporary license unless caused by DLBA's (or any of its departments', agencies', boards', commissions', officers', agents' and employees') gross negligence or willful misconduct. Purchaser will provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license. Purchaser must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments, and settlements for bodily injury or property damage arising out of Purchaser's work on and maintenance of the Property with minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 10 days after the Effective Date, Purchaser will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA (provided, however, if Purchaser's insurance provider or policy does not provide for such notice, then in lieu of such notice from the insurer, Purchaser covenants to provide such notice to DLBA). At any time during the term of this temporary license, DLBA may request proof of insurance coverage required under this Section from Purchaser. Purchaser will reimburse DLBA for any and all costs, expenses, and insurance premiums paid or incurred by DLBA due to Purchaser's failure to maintain insurance coverage required under this Section.

(b) **Maintenance of Property.** Beginning on the Effective Date and until Closing, Purchaser will secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches in height; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

#### 4. **Title and Financing.**

(a) **Title.** Prior to Closing, Purchaser may request that DLBA file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan with respect to certain parts or all of the Property (the "**Quiet Title Action**") to remove any title defect or eliminate certain eligible

liabilities. DLBA may, at its discretion, accept or decline Purchaser's request for any reason. The terms and conditions of DLBA's election to proceed with the Quiet Title Action will be memorialized by a separate agreement (the "**Title Services Agreement**") pursuant to which Purchaser would agree to authorize DLBA to file, litigate, and control the Quiet Title Action, cooperate with DLBA in the litigation of the Quiet Title Action and pay DLBA for its services in addition to all associated costs. The Closing Date terms set forth in Section 5 will in no way be extended or tolled until the Title Services Agreement is fully executed.

(b) **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

## 5. **Closing.**

(a) **Time and Place of Closing.** DLBA will notify Purchaser of the prospective Closing date not less than 10 calendar days prior to the Closing, unless otherwise agreed between the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section, but, unless tolled according to the terms of Section 3, the Closing date will not be more than 30 days from the Effective Date. The Closing will take place at DLBA's offices or such other location designated by DLBA.

(b) **Title Company.** DLBA, and only DLBA, may, at its sole discretion, elect to retain the services of a title company of its choice to complete the transfer of the Property.

(c) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "**Deed**"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 7.

(d) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an incumbency certificate, executed by the authorized representative of Purchaser, identifying the officers of Purchaser.

(ii) **Purchaser's Reconveyance Deed.** Purchaser will execute a Reconveyance Deed that reconveys the Property to DLBA (the "**Reconveyance Deed**"), substantially in the form attached to this Agreement as Exhibit C. If Purchaser is in breach of any

of its obligations set forth in this Agreement, the Reconveyance Deed will be considered delivered to DLBA, and DLBA will have the right to accept and record the Reconveyance Deed at the Wayne County, Michigan Register of Deeds, as provided in Section 13.

(iii) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project(s).

(iv) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(v) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(vi) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(e) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to preparation and filing of the Real Property Transfer Affidavit;

(iii) the title company's closing and escrow fees, if any; and

(iv) any title insurance premiums or other costs to issue a title policy without exceptions and any endorsements thereto required by Purchaser.

6. **DLBA Tax Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax capture for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

7. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the

Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing (collectively, the "**DLBA Indemnified Parties**") free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**8. Limitation of Liability. Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).**

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**9. No Additional Inspection by Purchaser.**

(a) By executing this Agreement, Purchaser acknowledges and confirms that it is satisfied with the condition of the Property. Purchaser further acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement,

representation or other assertion made by DLBA or its employees or agents with respect to the Property. Purchaser further acknowledges and confirms that it has in all respects had an adequate opportunity to inspect and investigate the Property and all matters pertaining to its condition, use and operation and has completed all investigation and testing and other due diligence activities relating to the purchase of the Property, including without limitation such market and feasibility studies or analyses as Purchaser deemed necessary or desirable in order to satisfy itself as to market conditions applicable to the Property and with respect to any pollutant or hazardous materials on or about the Property, including lead-based paint or lead-based paint hazards. All testing, inspections and investigations have been conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage or expenses arising out of such testing, inspections and investigation performed by Purchaser, its agents, employees, independent contractors or assignees.

(b) In the event the Property includes residential structural improvements, DLBA will provide the Purchaser with the Environmental Protection Agency pamphlet "Protect Your Family from Lead in Your Home" and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (collectively, the "*Lead Paint Disclosures*"). At Closing, Purchaser will execute Lead Paint Disclosures, if applicable.

10. **Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing (the "*Closing Date*"):

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval,

declaration or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time, or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of two years (the "***Survival Period***"), provided that if Purchaser is granted any extensions of time under Section 11, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of the Closing Date, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 13. Notwithstanding anything to the contrary, the Survival Period will end immediately upon DLBA's recording of a Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "***Affiliate***" means any other person or entity: (a) in which Purchaser has an ownership interest, or (b) that, directly or indirectly, controls, is controlled by or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract or otherwise.

#### **11. Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will commence and complete the Project (as defined in Appendix 1) according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "***Release of Interest***"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's sole discretion, DLBA may grant Purchaser an extension of any length to complete the work or declare the Purchaser in default.

## 12. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events shall constitute a **Default** of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 19.

(v) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the stock of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an **Event of Default**. In the event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(v) are hereby deemed to be material, non-curable **Event of Default** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

13. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to

fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) In addition to the remedy provided in Subsection (a), DLBA may in its sole discretion take any one or more of the following actions:

(i) record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

(iv) remove all occupants and personal belongings from within the Property;

(v) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Property; and

(vi) offer the Property for sale to other prospective purchasers, whether by auction or otherwise, or hold the Property.

Purchaser will indemnify and hold DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

15. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

16. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

17. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, another such other address as Purchaser designates in writing to DLBA, or maya.a.castleberry@gmail.com.

Notice to DLBA will be provided to:

Detroit Land Bank Authority  
Attn: Gustaf Andreasen  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
gandreasen@detroitlandbank.org

18. **Integration; Modification.**

(a) This Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Purchaser may modify this Agreement only in a writing signed by both Parties.

19. **Assignment; Notification upon Transfer of Property.** Until a Release of Interest is recorded, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

20. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser with right legal effect.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of any Party, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures commence on following page]**

The Detroit Land Bank Authority and The Garden Bug LLC have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Dispositions

**THE GARDEN BUG LLC**

Dated: 8/4/21

By:  
Name: Tina Castleberry  
Title: Owner

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
The Garden Bug LLC for 4213 and 4225 W Davison

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will improve the Property according to the following terms and conditions (the "**Project**"):

A. **Within 30 days after Closing**, Purchaser will provide photographs, receipts or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (i) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (ii) ensuring that the grass is neatly edged and does not exceed 6 inches; (iii) trimming trees, shrubs, and other plant material as needed; and (iv) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 365 days after Closing**, Purchaser will provide copies of Certificates of Acceptance as issued by the City of Detroit Buildings, Safety Engineering and Environmental Department for all permits necessary to return the Property to productive use.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report. Consistent with Purchaser's obligations under this Agreement, Purchaser will make the Property available for review for verification of work performed as DLBA deems necessary.

## EXHIBIT A

### The Property

S DAVISON LOTS 1 THRU 3 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3  
PLATS, W C R 14/195 116 X 52.66A

Parcel ID: 14005425-7

Commonly known as 4213 W Davison, Detroit, MI

S DAVISON LOT 4 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3 PLATS, W C R  
14/195 35 X 52.6A

Parcel ID: 14005428.

Commonly known as 4225 W Davison, Detroit, MI

**[Remainder of page intentionally left blank]**

## **EXHIBIT B**

Quit Claim Deed  
(see attached)



## **EXHIBIT C**

Reconveyance Deed  
(see attached)



## **EXHIBIT D**

Release Of Interest  
(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

- 1. The Garden Bug LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the following real property (the "**Property**") in the City of Detroit, Wayne County, Michigan:

Parcel 1: S DAVISON LOTS 1 THRU 3 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3 PLATS, W C R 14/195 116 X 52.66A

Parcel ID: 14005425-7

Commonly known as 4213 W Davison, Detroit, MI

Parcel 2: S DAVISON LOT 4 EXC DAVISON AVE AS WD RUSSELL WOODS SUB L34 P3 PLATS, W C R 14/195 35 X 52.6A

Parcel ID: 14005428.

Commonly known as 4225 W Davison, Detroit, MI

- 2. Purchaser acquired the Property subject to the conditions of a Purchase Agreement as reflected in a Quit Claim Deed recorded as listed below

Date Recorded: \_\_\_\_\_ Liber: \_\_\_\_\_

Instrument Number: \_\_\_\_\_ Page: \_\_\_\_\_

- 3. DLBA hereby agrees that all conditions of the Purchase Agreement have been satisfied or waived, and DLBA hereby releases any and all interest in the Property and the recording of this instrument provides notice of such release.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Jeanne Hanna**

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF WAYNE )

**Director, Dispositions**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jeanne Hanna, Director, Dispositions, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Instrument Drafted By: Robert G Spence, Detroit Land Bank Authority  
500 Griswold, Suite 1200, Detroit, Michigan 48226

Dear City Officials,

I hope this email finds you well. I am writing on behalf of, Ms. Ernestine Hawkins, the owner of the multi-family units located at 4202 and 4210 Waverly. Ms. Hawkins is experiencing a series of ongoing issues related to the operation of The Garden Bug LLC, a flower shop owned by Ms. Tina Castleberry, located at 4225 W. Davison. These issues have become significant inconveniences and safety hazards for Ms. Hawkins and the occupants of her properties.

The Garden Bug LLC is operating without the necessary business licensing. Additionally, the property at 4225 W. Davison is zoned for residential use, which may violate zoning laws that restrict commercial businesses in residential areas.

Ms. Hawkins has reported verbal abuse from customers of the flower shop and has provided video footage of these incidents. She has also witnessed a patron urinating on her garage, with Ms. Castleberry present during some of these events. These behaviors are part of an ongoing pattern of harassment and public nuisance that have not been addressed by the authorities, despite Ms. Hawkins' efforts to seek help from Neighborhood Policing, DPD, and BSEED. Ms. Castleberry has constructed an unpermitted fence around the property, which opens into the alley. This obstructs traffic flow and access to Ms. Hawkins' garages. The fence may violate zoning and building codes, and we believe it should be investigated and, if necessary brought into compliance.

The flower shop has created significant traffic congestion, regularly blocking access to Ms. Hawkins' garages, which poses a safety hazard, particularly for emergency vehicles. This disruption is preventing safe and efficient access to the multi-family units, which could lead to dangerous situations.

Two BSEED inspectors who visited the site confirmed that the situation constitutes a major safety hazard. They noted that the issue requires escalation due to Ms. Castleberry's affiliations. Ms. Castleberry also received \$65,000 in funding from Motor City Match, which raises concerns about whether adequate inspections and zoning checks were conducted prior to the approval of the funding. Despite Ms. Hawkins' efforts to engage the Detroit Police Department (DPD) and BSEED, she has not received adequate support. Specifically, NPO Officer Parker reportedly stated that he "would not enforce such action," leaving Ms. Hawkins without any resolution to these ongoing issues.

Given the ongoing nature of these issues, we respectfully request that the following actions be taken:

Conduct a thorough investigation into whether The Garden Bug LLC is in compliance with zoning laws and holds the proper business licenses. If violations are found we request

corrective actions, including potential cessation of business operations until compliance is achieved.

Please direct Detroit Building Authority to inspect the unpermitted fence and any other modifications to ensure compliance with local zoning and building codes. If necessary, the fence should be removed or brought into compliance.

I believe that a traffic study be conducted to assess the impact of The Garden Bug LLC on parking and access in the area. Steps should be taken to prevent further obstruction of access to Ms. Hawkins' property and ensure emergency vehicle access is not compromised.

Support Ms. Hawkins in addressing harassment and public nuisance behaviors by flower shop patrons. The Detroit Police Department should take appropriate action to handle these incidents, and other relevant city departments should be alerted to these ongoing safety concerns.

We ask for a review of how the Motor City Match funding was granted to Ms. Castleberry and whether proper inspections and zoning approvals were conducted before funds were released. This is especially important given the current situation and potential legal violations.

The ongoing issues described above have created an increasingly untenable situation for Ms. Hawkins and her tenants. It is crucial that the city take immediate action to address these legal violations, safety concerns, and quality of life issues. We respectfully request that these matters be investigated promptly and that necessary steps be taken to ensure that Ms. Hawkins' rights as a property owner are protected.

Please do not hesitate to reach out should you require further information or documentation. Thank you for your time and attention to this important matter.

Travis Dennis

Contact information

Travis Dennis

313-655-1052

Ernestine Hawkins

313-303-1248

The Waverly/Davison encounter created a culture that perpetuated the infringement of a resident of the City of Detroit (Ms. Hawkins). And as a registered voter I am compelled to explain why the rezoning of this business should be encouraged with stipulations that the business owner provide parking for her customers which will stop them from parking on Ms. Hawkins residential property. I ask that you enforce the rules of the planning department. I ask that the zoning department recognize residential support of the business. Establishing a business in a manner without considering parking disturbances takes away from loyal Detroiters having faith in what is fair and equitable. Unfortunately, the home and business owners become casualties. Where's the accountability and how did we fail to protect the city's stakeholders while cutting the ribbon. I would like to mention what this meeting should not represent. This meeting should not represent a resident having to find the perfect words to convince a council of why we did not talk about this prior to the opening of the flower shop. This meeting should not represent city officials choosing to ignore this problem for two years. However, I choose to express to you good people what this meeting is about. It's about a resolution that supports integrity and accountability. This meeting represents the intentions of a resident to bring light to why zoning for businesses in residential areas should be taken seriously and timely enforced. This meeting represents why homeowners, business owners as well as city officials should work together to support the viability of Detroit. It's "Detroit vs Everybody" not Detroit vs each other. We must continue to enhance what makes Detroit its own Mecca. We must strive to support our residents that have remained active and productive in the community. We must spend less time writing letters to solve a problem that never should have existed to begin with and more time getting the word out to vote in the upcoming mayoral election. What is a fair and equitable resolution? And I quote, "Don't try to bend the spoon. That's impossible. Only see that there is no spoon. Then you will see that it is not the spoon that bends. It is only yourself". So I ask you to bend in a direction that solves the parking issue first and grant what was appreciated prior to the opening of this business. A peace of mind.

4202 + 4210 Waverly

Good evening council members, I am Ernestine Hawkins. Property owner at 42<sup>to</sup> and 4210 Waverley St. located in the city of Detroit, I am here to bring attention to an ongoing parking issue affecting my properties. For the past two years, I have tried to resolve this matter, but have faced consistent resistance and pushback. This issue stems from the garden bug at 4213 and 4225 West Davidson St. Since opening spring of 2023. Who was also a recipient of the motor city match. I understand Mrs. Castleberry. The business owner has requested for her business to be resigned. But will this resume zoning resolution put a stop to the issue that I and my residence have been experiencing for two years. Trespassing on my property blocking the alley obstructing the alley impeding traffic parking on my assign parking areas. Which is a total of eight parking spaces, including my four car garage. Will this stop Mrs. Castleberry and her employees from directing their customers from parking in the alley while shopping at her business. Due to the business owner of the garden, not providing any adequate parking for her customers on her property. Directing them to park in the alley. Because this is create has created unsafe, dangerous conditions. Despite my efforts and asking for assistance from Detroit city department building and safety, Detroit 10th precinct neighborhood policing, Mr. Parker absolutely no action has been taken for two years now. Only pushback and lack of enforcement. I have documentation I have documented evidence of these ongoing issues, including photos and video recording that I have provided. But no progress whatever regarding this matter has been taken. So today, I am asking for immediate action, be taken to assure the safety and well-being of this situation. I appreciate your time. I would also like to thank Miss Linda McNeil and Mr. Simmons of them Buzzman office for their assistance. Thank you.

**Re: Support for The Garden Bug**

**From: Steven Rimmer**

**Date: February 8, 2025**

To whom it may concern,

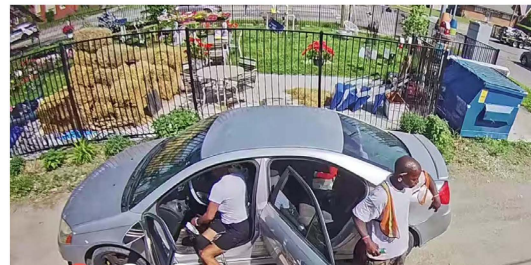
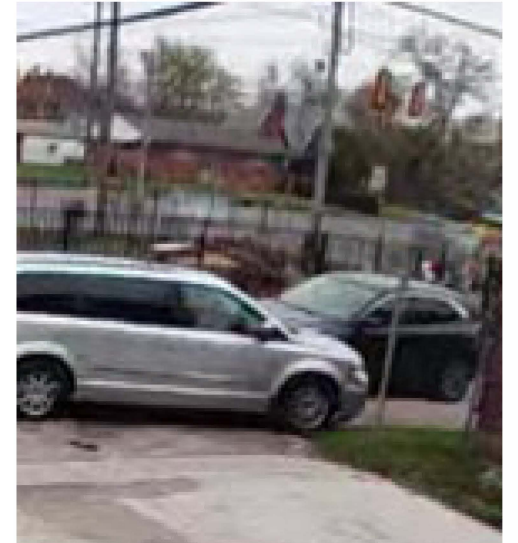
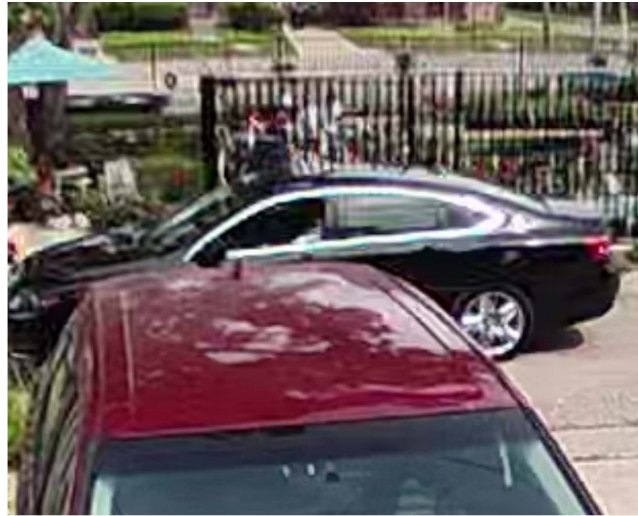
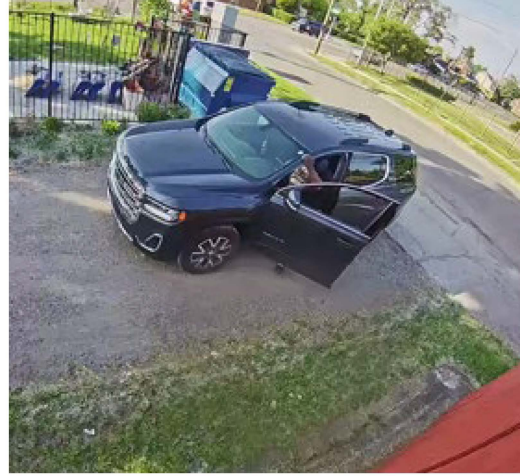
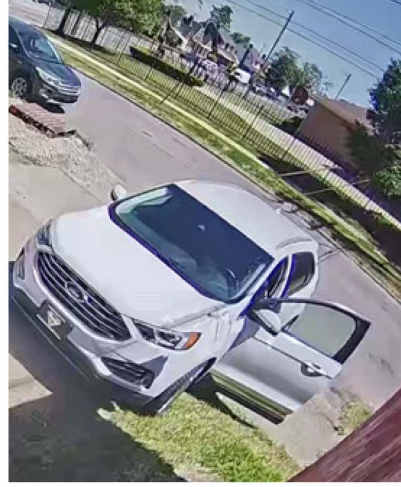
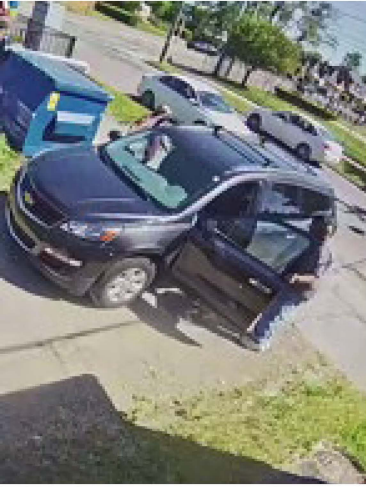
My name is Steven Rimmer, I live at 4241 Waverly. I am writing in support of my local garden store, The Garden Bug on Davison.

I first discovered The Garden Bug shortly after I purchased my home on Waverly. I really love being able to walk to The Garden Bug since it is so close to my home and my neighborhood. It is great to be able to make my home beautiful with flowers, planters, and outdoor decor, all of which I have purchased from The Garden Bug. Everytime I go by, there is always lots of good inventory and a great selection of unique items.

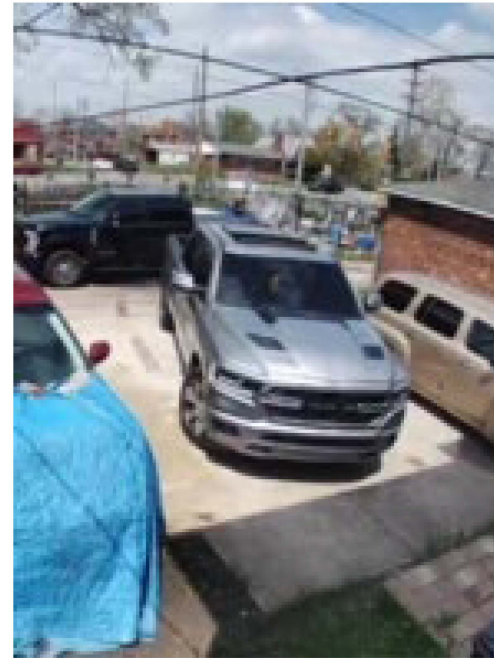
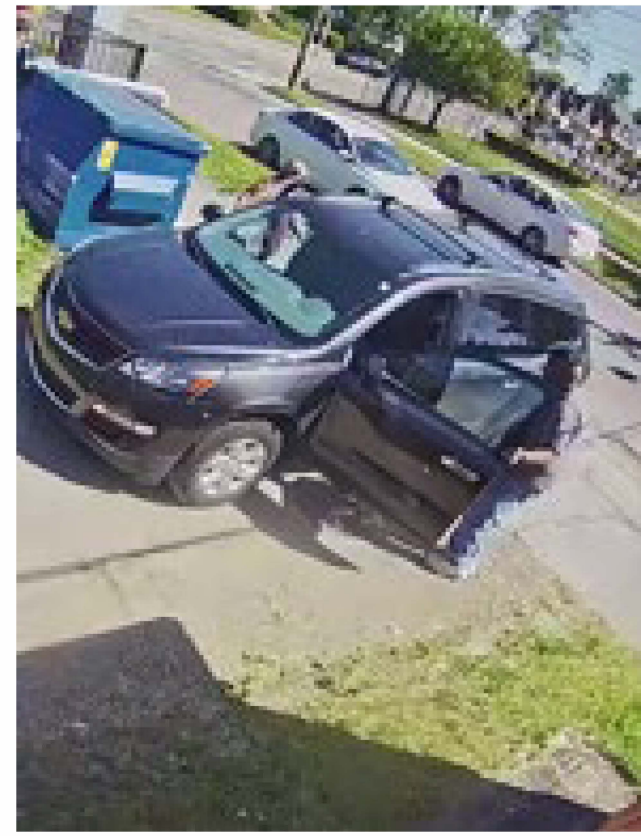
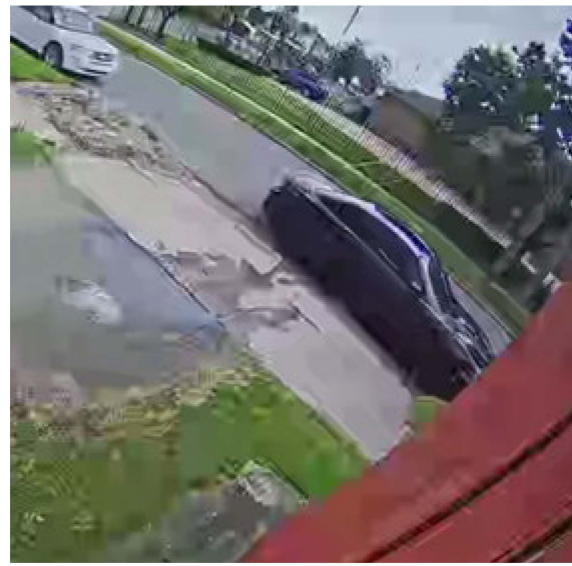
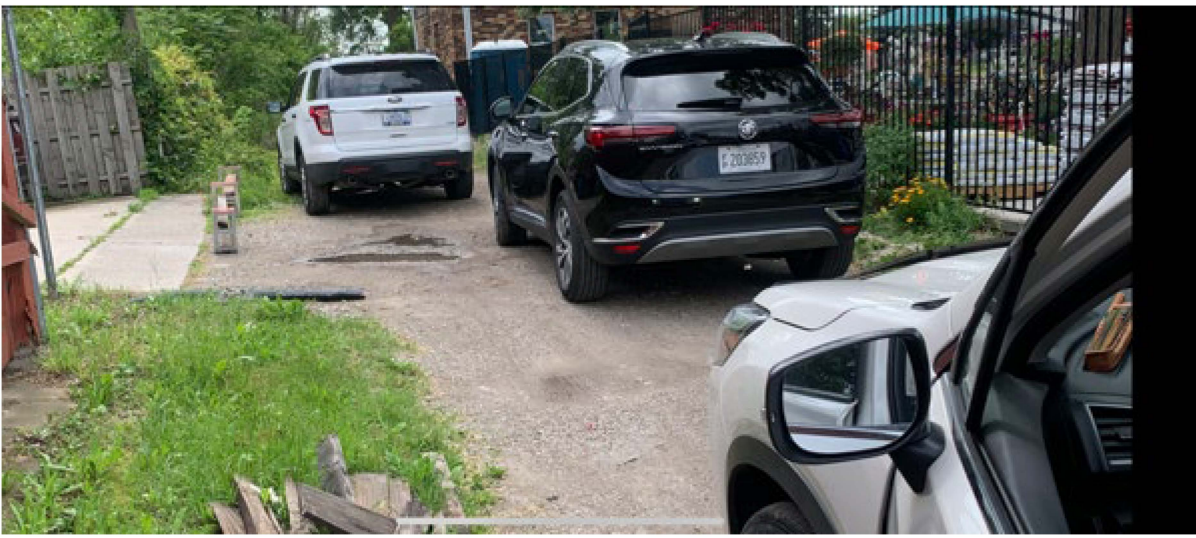
The Garden Bug also offers strong community support, as the owner has welcomed me and other volunteers to use the property to host The Petosky Sharing Table, an outdoor food pantry that distributes free food on Friday afternoons. Through food rescue groups like Metro Food Rescue, we are able to distribute free food to our neighbors and anyone else that is in need.

I believe The Garden Bug is an excellent addition to this community, and they are great neighbors!

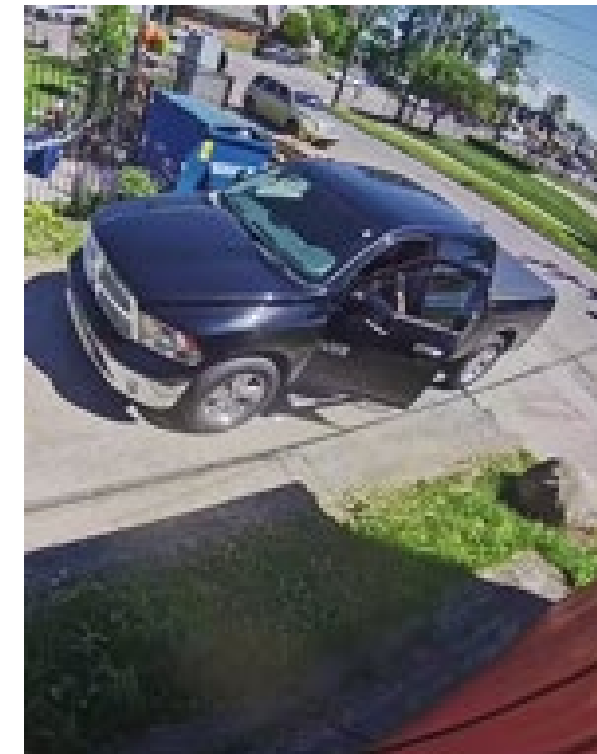
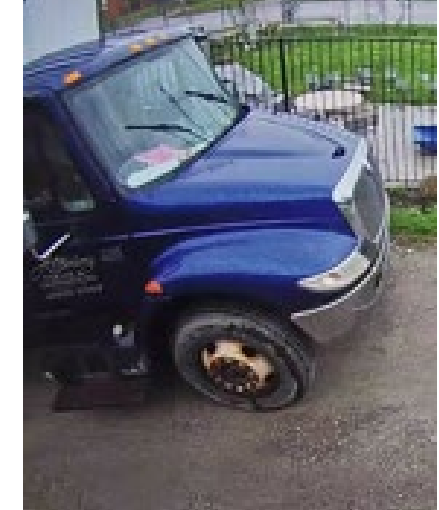
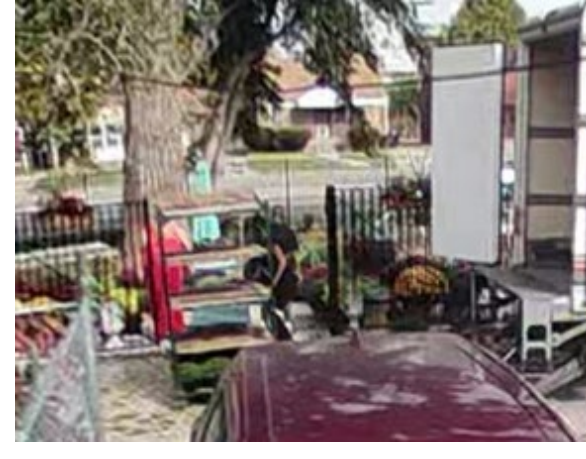
Steven Rimmer



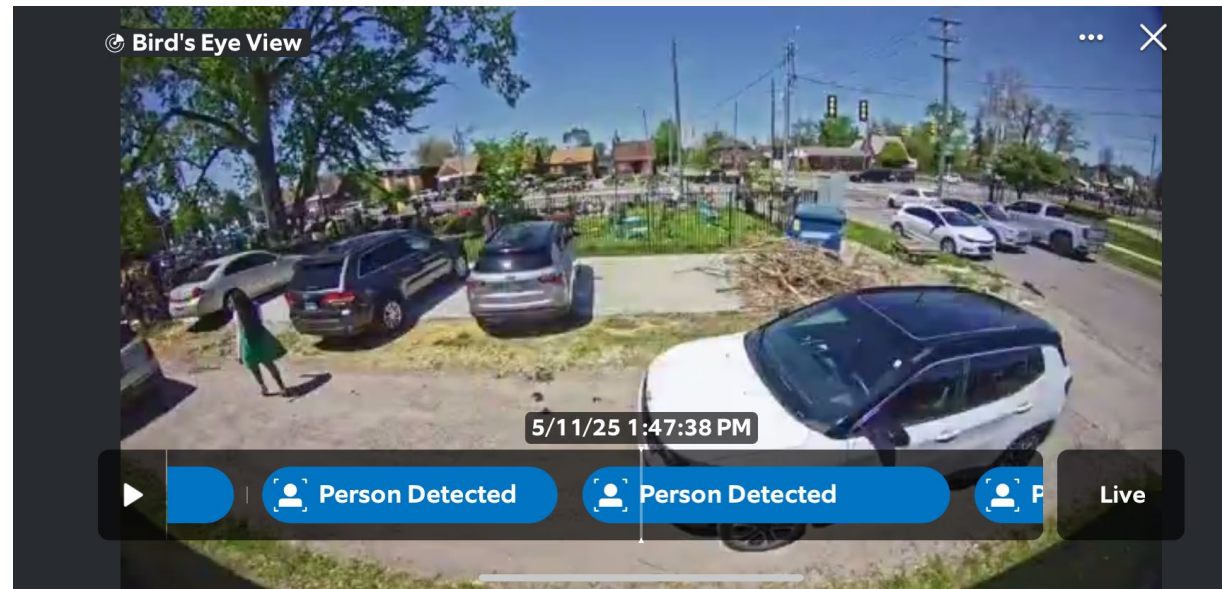
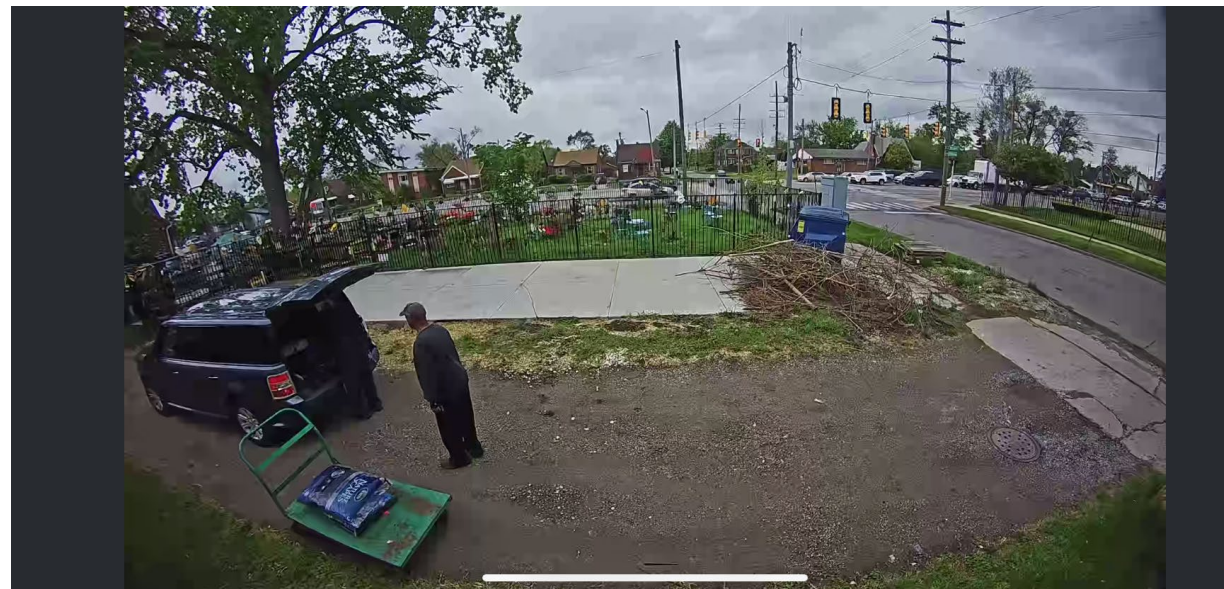
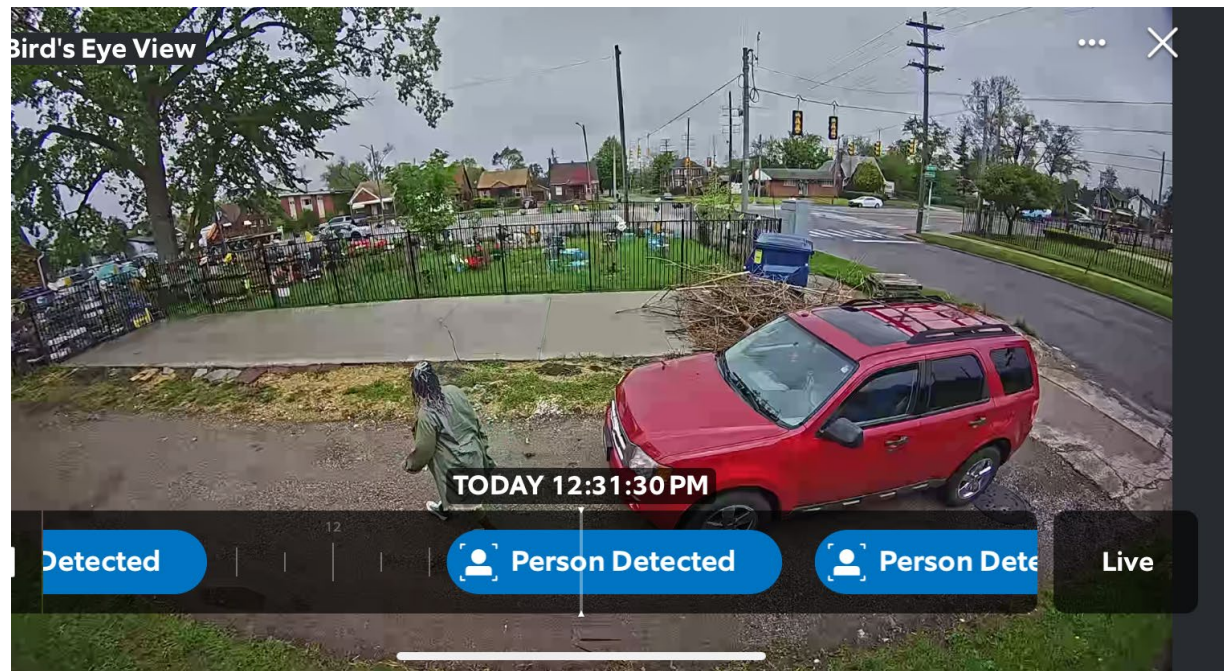
**Garden Bug Rezoning - Images Received from Adjacent Property Owner Prior to Public Hearing**

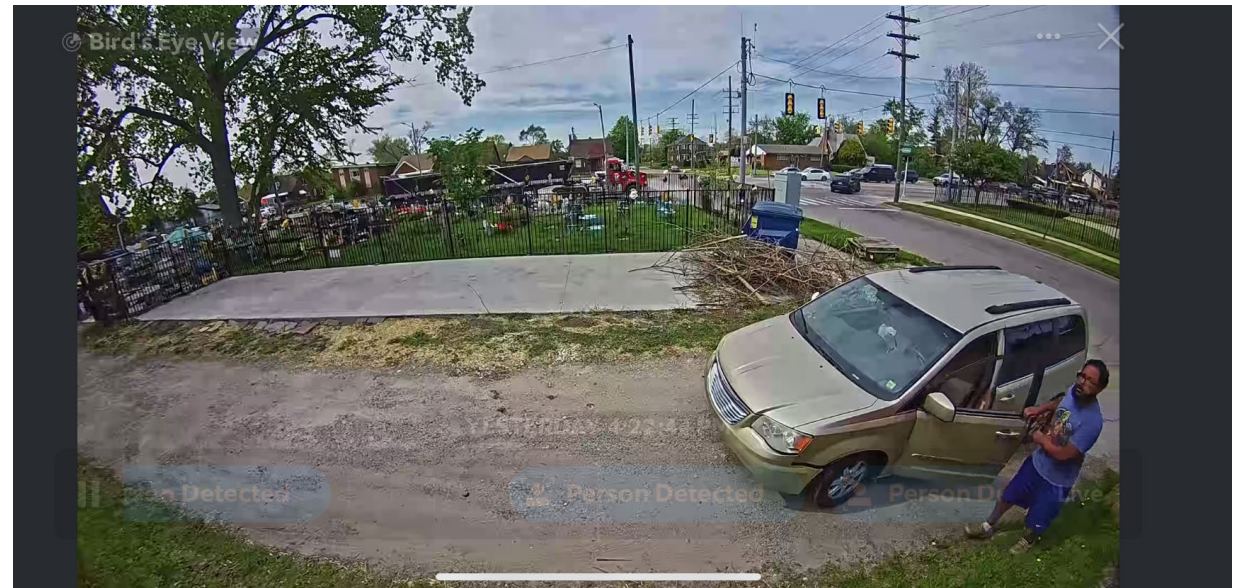
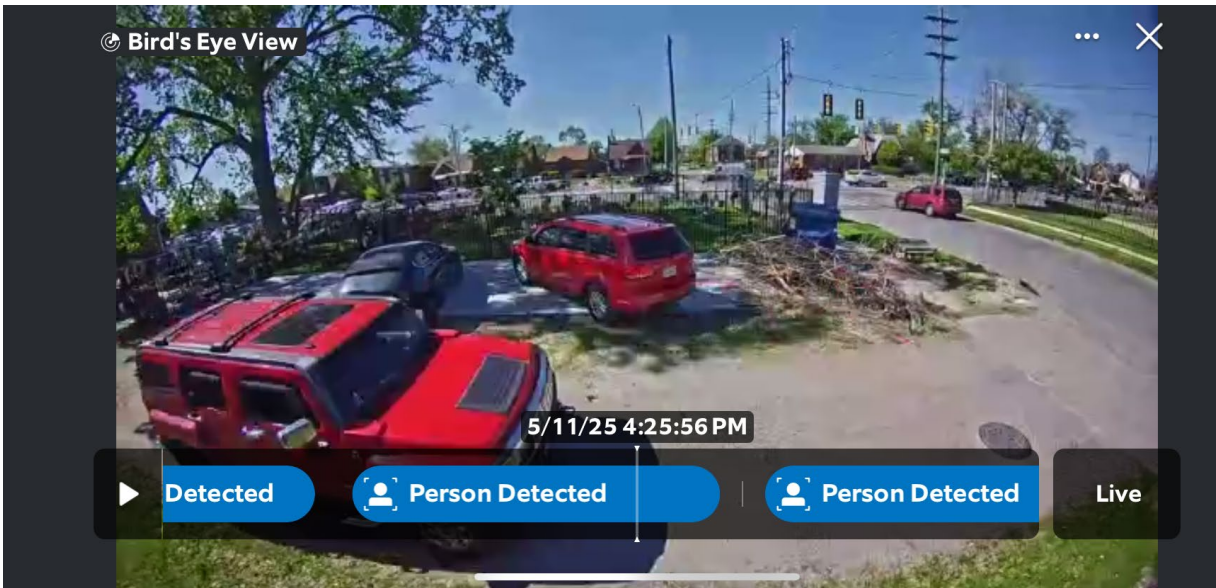
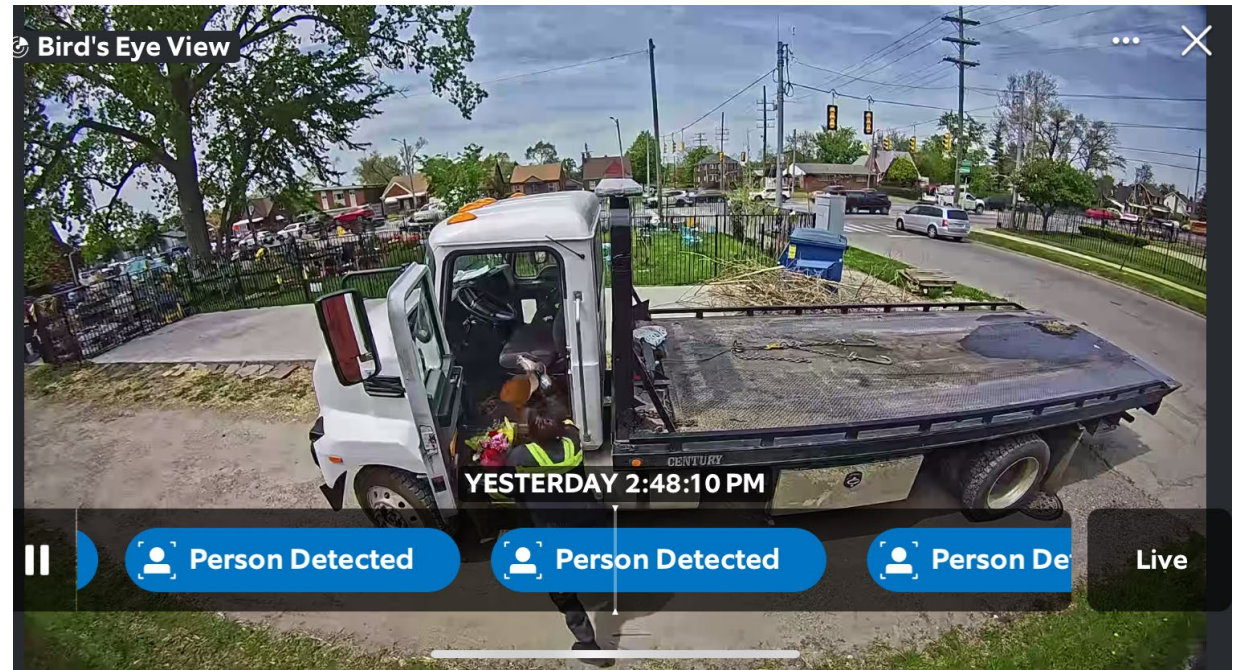
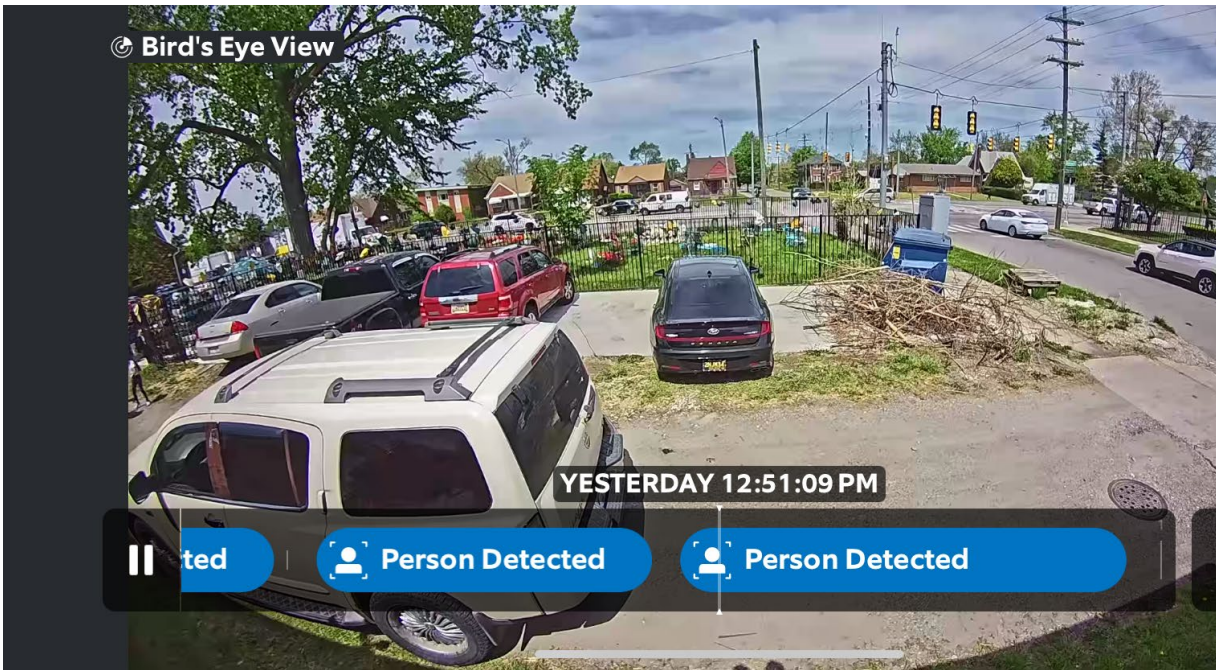


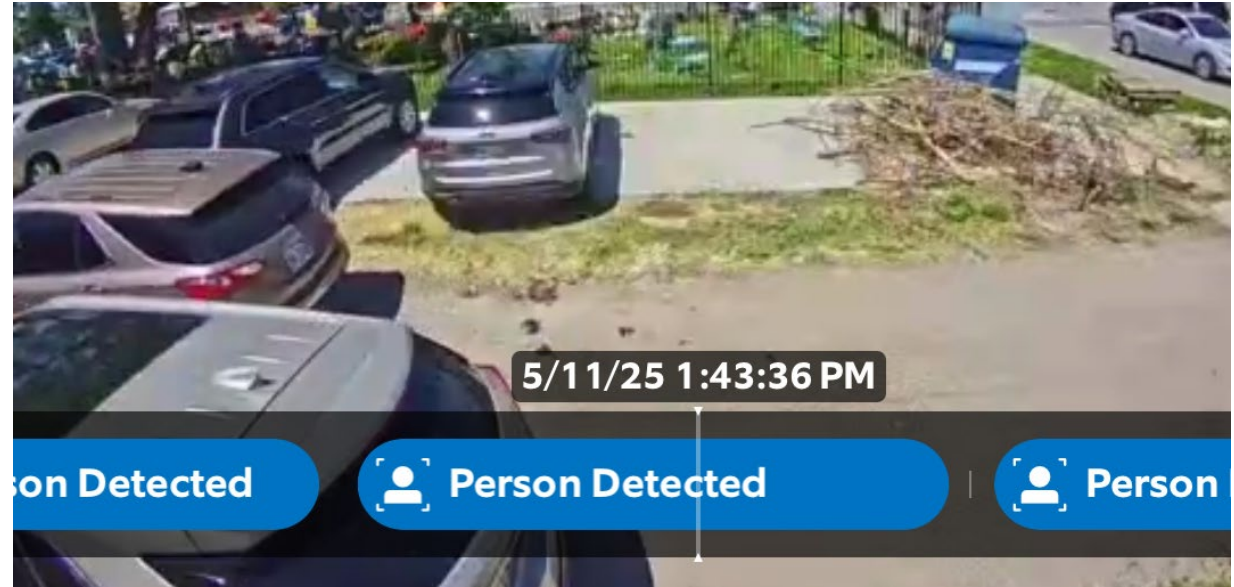
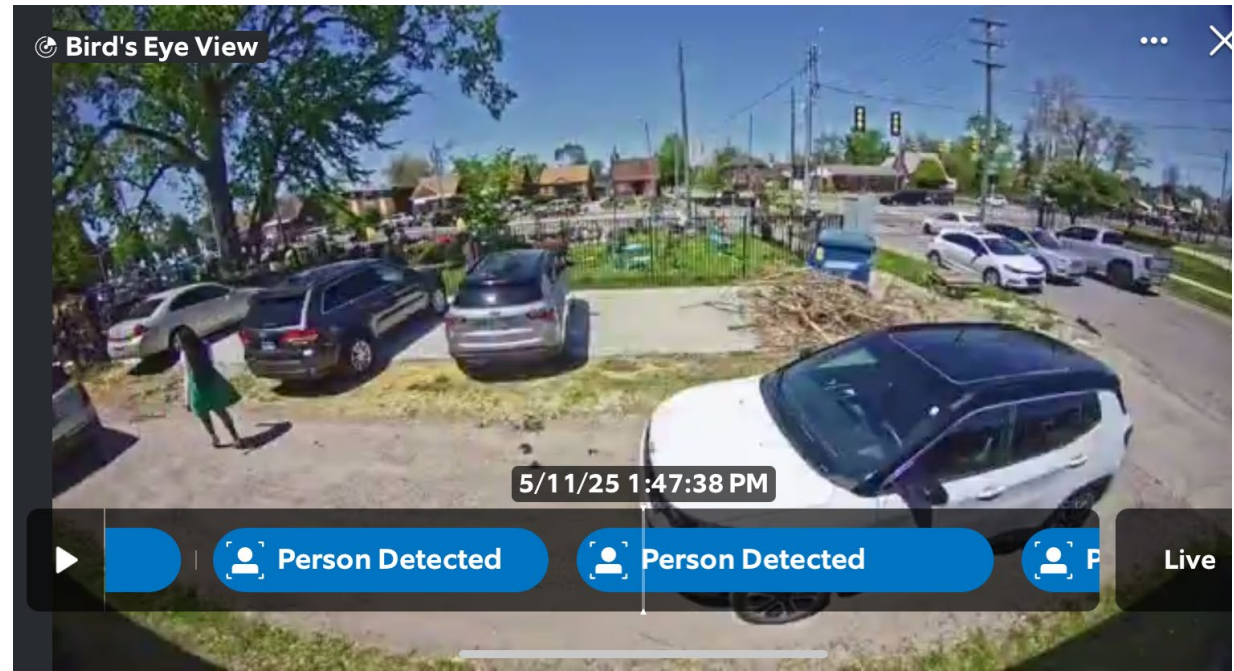
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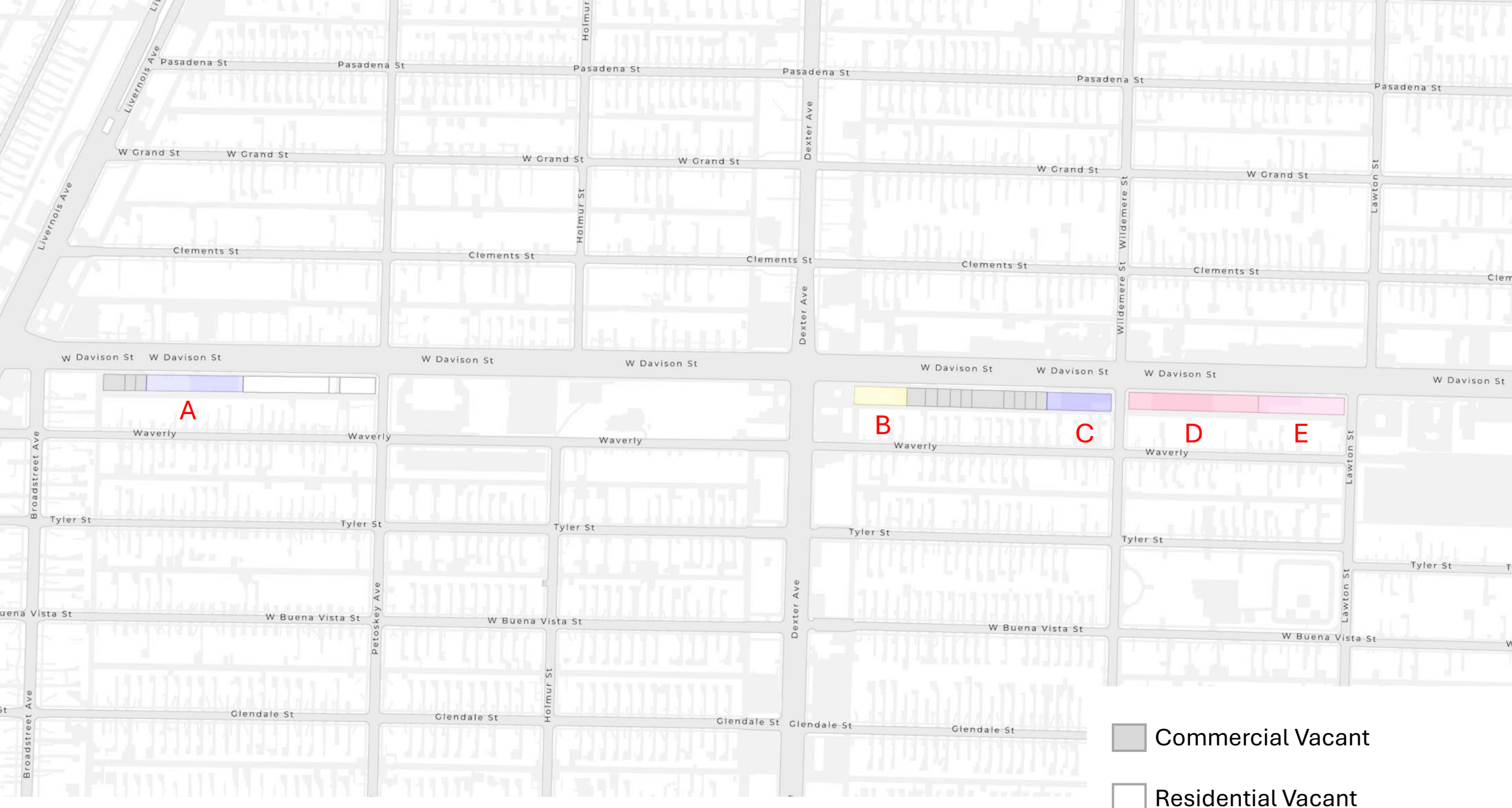






	Total Square Footage	Number of Parcels
<b>GARDEN BUG</b>	<b>7,892</b>	<b>2</b>
A	16,456	1
B	9,961	3
C	11,951	3
D	23,191	4
E	15,339	2
F	4,784	3
G	15,340	6
H	7,699	4
I	3,660	1
J	8,957	3

The table above corresponds with the maps that follow, which those businesses and religious uses on the south side of West Davison, between Broadstreet and Rosa Parks that are situated on lot sizes with depths between 52' – 55'. While some businesses do show square footage less than that of the proposed rezoning, these businesses are not retail uses and therefore do not require the same space and parking that many uses permitted in the B2 zoning classification do.



**GARDEN BUG REZONING - ILLUSTRATION SHOWING LOTS BETWEEN 52' - 55' ON SOUTHSIDE OF WEST DAVISON**



**GARDEN BUG REZONING - ILLUSTRATION SHOWING LOTS BETWEEN 52' - 55' ON SOUTHSIDE OF WEST DAVISON**

CATEGORY	SPECIFIC USE	R3	B2
<b>RESIDENTIAL USES</b>	Adult foster care facility	C	R
	Assisted living facility		R
	Boarding school and dormitory	R	R
	Child caring institution	R	R
	Convalescent, nursing, or rest home		R
	Fraternity or sorority house	C	C
	Home for the aged		R
	Loft	R	R / C 50-12-159
	Multiple-family dwelling		C
	Multiple-family dwellings where 50 percent or more of the units are efficiency units	C	
	Multiple-family dwellings with fewer than 50 percent of the units in the structure being efficiency units	R	
	Pre-release adjustment center	C	C
	Religious residential facilities	R	
	Residential substance abuse service facility	C	C
	Residential use combined in structures with permitted commercial or industrial uses		R / C 50-12-159
	Rooming house		C
	School building adaptive reuses, residential	C	
	Shelter for survivors of domestic violence	R	
	Single-family detached dwelling	R	C
	Single-room-occupancy housing, non-profit		C
Townhouse	R	C	
Two-family dwelling	R	C	

CATEGORY	SPECIFIC USE	R3	B2
<b>PUBLIC, CIVIC, AND INSTITUTIONAL USES</b>	Adult day care center	R	R
	Cemeteries, including those containing mausoleums or columbaria	C	
	Child care center	R	R
	Educational institution	C	R
	Electric transformer station		C
	Family day care home	R	
	Fire or police station and similar public building	C	C
	Governmental service agency		R
	Gas regulator station		C
	Group day care home	R / C 50-12-185	R / C 50-12-185
	Hospital or hospice		R
	Library	R	R
	Museum	R	R
	Neighborhood center, non-profit	R	R
	Outdoor art exhibition grounds; sculpture gardens	R	R
	Outdoor recreation facility	R	R
	Religious institution	R	R
	Residential-area utility facilities, public	C	
	School building adaptive reuses - public, civic, and institutional	C	
	School, elementary, middle/junior high, or high	R	R
Telephone exchange building		C	
Water works, reservoir, pumping station, or filtration plant		C	

CATEGORY	SPECIFIC USE	R3	B2
RETAIL, SERVICE, AND COMMERCIAL USES	Animal grooming shop		R
	Art gallery		R
	Automated teller machine not accessory to another use on the same zoning lot, which is stand-alone, with drive-up or drive-through facilities		C
	Automated teller machine not accessory to another use on the same zoning lot, which is stand-alone, without drive-up or drive-through facilities		R
	Bake shop, retail		R
	Bank with drive-up or drive-through facilities		C
	Bank without drive-up or drive-through facilities		R
	Banquet facility		C
	Barber or beauty shop		R
	Bed and breakfast inn		C
	Cabaret		C 50-12-218
	Customer service center with drive-up or drive-through facilities		C
	Customer service center without drive-up or drive-through facilities		R
	Dry cleaning, laundry, or laundromat		R
	Establishment for the sale of beer or alcoholic liquor for consumption on the premises		C 50-12-220
	Financial services center		C
	Hotel		C
	Medical or dental clinic, physical therapy clinic, or massage facility		R
	Mortuary or funeral home		C

CATEGORY	SPECIFIC USE	R3	B2
RETAIL, SERVICE, AND COMMERCIAL USES	Nail salon		R
	Office, business or professional		R
	Parking lots or parking areas for operable private passenger vehicles		R
	Parking structure		R
	Pet shop		R
	Plasma donation center		C
	Printing or engraving shops with building size not exceeding 6,000 sq ft		C
	Private club, lodge, or similar use		C
	Radio or television station		C
	Radio, television, or household appliance repair shop...		R
	Recreation, indoor commercial and health club not exceeding 10,000 sq ft of gross floor area		R
	Restaurant, carry-out without drive-up or drive-through facilities		R
	Restaurant, fast-food without drive-up or drive-through facilities		C
	Restaurant, standard, with the sale of beer or alcoholic liquor for consumption on the premises and without drive-up or drive-through facilities		C 50-12-311
	Restaurant, standard, without drive-up or drive-through facilities and without the sale of beer or alcoholic liquor for consumption on the premises		R
	Retail sales and personal service in business and professional offices		R
	Retail sales and personal service in multiple-residential structures		R 50-12-312

CATEGORY	SPECIFIC USE	R3	B2
RETAIL, SERVICE, AND COMMERCIAL USES	Shoe repair shop		R
	Smoking lounge, cigar		R
	Specially designated distributor's (SDD) or specially designated merchant's (SDM) establishment		C
	Stores of a generally recognized retail nature whose primary business is the sale of new merchandise, without drive-up or drive-through facilities		R
	Veterinary clinic for small animals		R
	Youth hostel / hostel		C

CATEGORY	SPECIFIC USE	R3	B2
MANUFACTURING AND INDUSTRIAL USES	Blueprinting shop		C
	Confection manufacturing		R / C 50-12-334
	Dental products, surgical, or optical goods manufacture with building size not exceeding 4,000 sq ft of gross floor area		C
	Food catering establishment		R / C 50-12-336
	High / medium-impact manufacturing or processing		C 50-12-362
	Lithographing		C 50-12-342
	Low/medium impact manufacturing or processing facilities		R 50-12-361
	Jewelry manufacture		R 50-12-340
	Lithographing shop		R 50-12-342
	Low-impact manufacturing or processing facilities		R 50-12-359
	Machine shop		C 50-12-363
	Trade services, general		R / C 50-12-353
	Wearing apparel manufacturing		R 50-12-360
	Welding shop		C 50-12-364
	Blueprinting shop		C

CATEGORY	SPECIFIC USE	R3	B2
OTHER USES	Animal husbandry and beekeeping		C
	Antennas as provided for in Article XII, Divison 3, Subdivision G	R	R / C
	Designated marijuana consumption establishment		C
	Farmers markets as defined in Article XVI, Division 2, Subdivision G		R
	Greenhouses as provided for in Article XII, Division 3, Subdivision H		R
	Hoophouses as provided for in Article XII, Division 3, Subdivision H		R
	Marijuana microbusiness		C
	Marijuana retail/provisioning facility		C
	Marijuana safety compliance facility		C
	Railroad rights of way, not including storage tracks, yards or buildings	R	R
	Urban farms, as provided for in Article XII, Division 3, Subdivision H		R
	Urban gardens as provided for in Article XII, Division 3, Subdivision H	R	R
	Animal husbandry and beekeeping		C
	Antennas as provided for in Article XII, Divison 3, Subdivision G	R	R / C
	Designated marijuana consumption establishment		C

**Donovan Smith**  
Chairperson  
**Rachel M. Udabe**  
Vice Chair/Secretary

**Marcell R. Todd, Jr.**  
Director  
**Christopher Gulock, AICP**  
Deputy Director

**City of Detroit**  
**CITY PLANNING COMMISSION**  
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**Adrian-Keith Bennett**  
**Kenneth R. Daniels**  
**David Esparza, AIA, LEED**  
**Ritchie Harrison**  
**Gwendolyn A. Lewis, MBA**  
**Frederick E. Russell, Jr.**

July 25, 2025

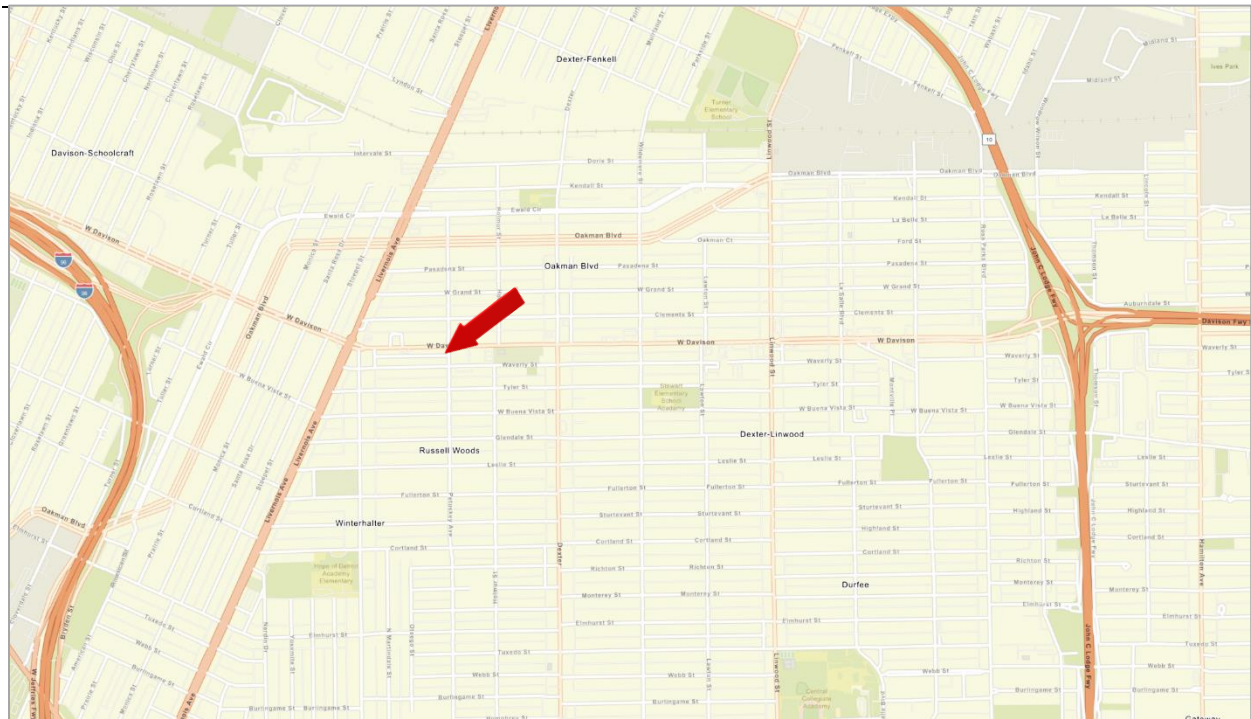
**HONORABLE CITY COUNCIL**

**RE: The request of Tina Castleberry to rezone the property at 4213 and 4225 West Davison Ave, from an R3 (Low Density Residential) zoning classification to a B2 (Local Business and Residential) zoning classification (RECOMMEND DENIAL)**

**REQUEST**

The City Planning Commission (CPC) has received and processed the request of Tina Castleberry to rezone land at 4213 and 4225 W. Davison Ave. The request is to change the zoning from R3 (Low Density Residential) to B2 (Local Business and Residential) to permit a garden supply store.

**BACKGROUND**

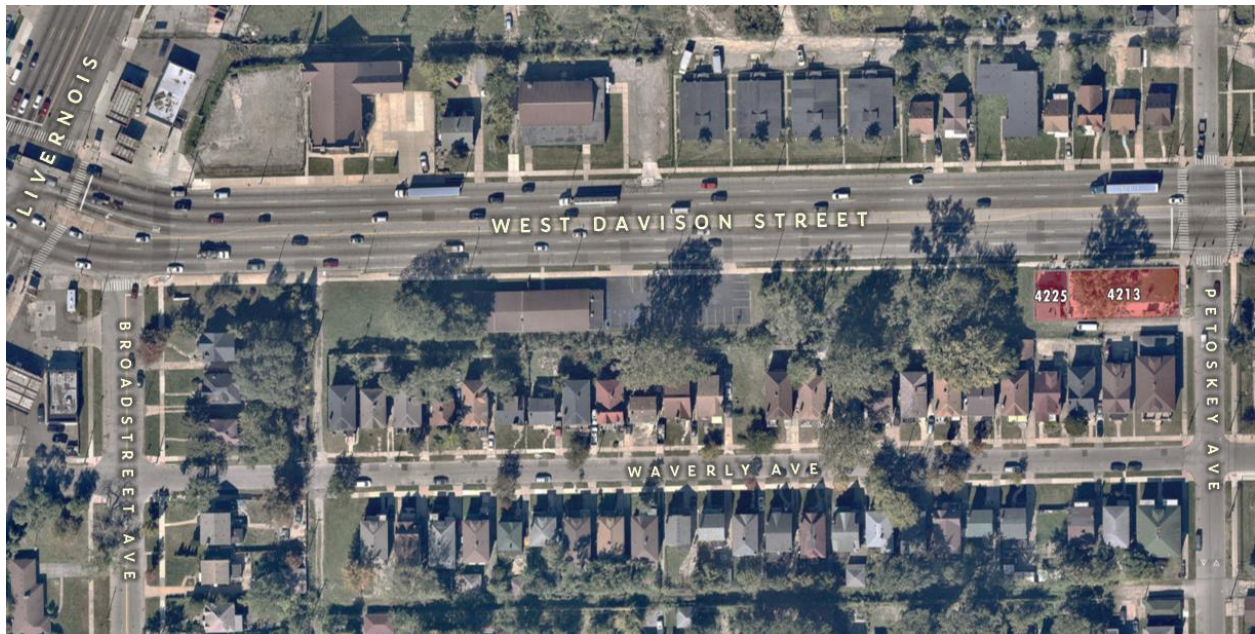


On March 6, 2025, the Detroit City Planning Commission (CPC) held a statutory public hearing on the request of Tina Castleberry, owner of the Garden Bug, L.L.C., to amend Article XVII,

Section 50-17-60, District Map No. 58 of the 2019 Detroit City Code, Chapter 50, *Zoning*, by rezoning the property at 4225 and 4213 West Davison Avenue from an R3 (Low Density Residential District) zoning classification to a B2 (Local Business and Residential District) zoning classification. The location is indicated on the map above by the red arrow.

The proposed map amendment has been requested to permit the legal operation of an existing seasonal outdoor garden center, the Garden Bug, which sits on two parcels, one with an existing single-family residential structure currently undergoing renovations and the undeveloped adjacent lot to the east, located at 4213 and 4225 W. Davison respectively. The current R3 zoning classification does not permit commercial uses.

The subject site is in District 7, adjacent to the Russell Woods-Sullivan local historic district. The site is generally bounded to the north by W. Davison St., to the east by Petoskey Ave., to the south by Waverly Ave., and to the west by Broadstreet Ave. The site is indicated as the red shaded area on the map above.



The Garden Bug seasonal outdoor garden center has operated occasionally on the subject property over the past three years. Operations of the garden center utilize the existing improved single-family structure, currently undergoing renovations, while most of the business operations, as well as storage of inventory, take place on the adjacent undeveloped lot. Additionally, the properties are used for weekly food distribution by a local organization. The petitioner is not associated with the food distribution organization but allows them to utilize the site.

The subject parcels were acquired by the petitioner from the Detroit Land Bank Authority (DLBA) in 2022. At the time of purchase the petitioner was provided a list of requirements that had to be met as part of the purchase agreement. To date, the petitioner has not met all requirements and has received a final extension deadline from the DLBA of August 6, 2025, to complete all

requirements, which includes the requested rezoning of the property, to avoid the property returning to the DLBA inventory.

Following the DLBA purchase, the petitioner received grant funding from several sources to fund the second location of the Garden Bug, which has operated on the subject property illegally for three years. The petitioner received \$65,000 through a Motor City Match grant, along with an additional \$55,000 of private and public grants.

Renovations and operations on the site have taken place without permits from the Building, Safety, Engineering and Environmental Department (BSEED). After submitting the request to rezone the property the petitioner was issued three blight violations by the BSEED on January 31, 2025: 25026900DAH, failure to abate unlawful occupancy (\$580); 25026901DAH, unlawful change of use (\$140); 25026902DAH, unlawful land use (\$855). Previous violation orders had been issued for renovations of the existing building taking place without the required permits.

To meet compliance with the applicable city codes and regulations, as well as to meet the requirements of the DLBA purchase agreement, the petitioner has worked with various city departments over the last four years. The garden center operated during this time, though not in compliance with Chapter 50 of the zoning code. The petitioner has made this map amendment request to come into compliance.

## **PUBLIC HEARING AND FOLLOW-UP**

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During the March 6, 2025 City Planning Commission (CPC) public hearing, Commissioners expressed concerns around the following: suitability of the site for uses permitted in the B2 zoning classification; adverse impacts on neighboring properties; traffic safety concerns on W. Davison between Broadstreet and Petoskey; the unusually shallow depth and small size of the subject property; and the possibility of creating an illegal “spot zone.”

### **Public Comment**

Prior to the public hearing, CPC staff received one letter of support and two letters of opposition with supporting photographs (see attached).

The letter of support, submitted by a nearby resident, cited the garden center’s walkability and its role in hosting the Petoskey Sharing Table, a weekly outdoor food pantry.

Letters of opposition were submitted by a neighboring property owner and included photographic support of their claims of adverse impacts:

- Increased traffic congestion on Petoskey Avenue
- Blocked access to the adjacent property owner’s multi-family residential property during operating hours due to customer and delivery vehicles. The adjacent property owner has off street parking for tenants, only accessible by the shared alley. Images were provided as evidence of the stated issues.
- Blocked access for emergency vehicle entry via the shared alley during operating hours.

- Incidents of verbal abuse and indecency by garden center customers.
- Lack of response to Waverly property owner from City departments despite repeated complaints – a response did come through the Office of the Ombudsman, who connected the property owner with CPC Staff.
- Abrasive encounters with the petitioner

During the public hearing, four members of the public spoke, including those that previously submitted letters: three in opposition and one in support. Their comments aligned with the concerns and support outlined in the aforementioned letters.

### **Public Hearing Follow-Up**

On April 26, 2025, the petitioner re-opened the unauthorized garden center for operation. This was done without the necessary permits and authorizations from the City. The petitioner was granted an extension from the DLBA, allowing until August 6, 2025, to meet all requirements originally set forth in the purchase agreement. If the petitioner is unable to meet these requirements the subject property can revert back to the DLBA inventory. The garden center, again operating illegally, closed for the season on July 4, 2025.

Following the CPC hearing the aforementioned adjacent property owner submitted additional images of the alley being blocked by patrons of the garden center, despite the petitioner creating space for parking. The images, as well as those submitted prior to the public hearing, are attached to this report.

Additionally, after the hearing, a resident reported a near-accident they were involved in due to a patron parked on W. Davison. The incident occurred over Mother's Day weekend when a patron parked in front of the garden center, mid-block, leading to sudden braking by multiple eastbound drivers.

## **PLANNING CONSIDERATIONS AND ANALYSIS**

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### **Surrounding Zoning**

As shown on the zoning map below, most parcels in the subject area are zoned residential, varying between R1, R2, and R3, with some R5 located north of W. Davison on Dexter Ave. Directly east of the subject property is a PD zoning classification. B4 zoning is seen along Livernois, on Dexter Ave. south of W. Davison, and W. Davison east of Dexter Ave.



Section 50-3-70 of the 2019 Detroit City Code provides eight criteria that must be considered when making recommendations and decisions regarding zoning map amendments. The following analysis is based on those criteria. The applicable criteria are shown in italics.

### **Master Plan Consistency**

*Criterion #2. Whether the proposed amendment is consistent with the Master Plan and the stated purposes of this chapter*

The following Master Plan Interpretation was provided by P&DD:

“The area to be rezoned is located in the Winterhalter neighborhood. It is designated Low-Medium Density residential (RLM). Such areas ‘... should have an overall density of 8 to 16 dwelling units per net residential acre. The areas are often characterized by two or four family homes with small yards, on-street parking, or garages with alley access. The residential classifications allow for neighborhood-scale commercial development.’ The proposed rezoning to the B2 district is **generally consistent** with the RLM designation, as it doesn’t change the overall character of the larger area, as it only comprises 0.2 acres and is located on the edge of the residential area and on a major road.”

Maps depicting the total square footage of currently operating commercial uses on the southside of W. Davison between Broadstreet and Woodrow Wilson that are situated on lots with depths between 52’ – 55’ are attached to this report.

### **Impact on Surrounding Property**

*Criterion #6. Whether the proposed amendment will have significant adverse impact on other property that is in the vicinity of the subject tract*

An adjacent property owner and residents have reported negative impacts from the illegal operation of the Garden Bug, supported by photographs submitted to the CPC. The images show customers and delivery vehicles frequently blocking access to off-street parking designated for tenants. Residents also raised health and safety concerns, noting that blocked access to the alley—still a public right-of-way—could hinder emergency vehicles. Parking is not allowed in the alley but is permitted on the adjacent owner’s paved yard, used by their tenants.

Additional concerns include inappropriate behavior by Garden Bug patrons toward the adjacent property and its owner, as detailed in submitted communications.

In response, the Garden Bug owner moved the rear fence to allow use of an existing cement slab for customer parking. However, the slab is not regulation depth for parking, and vehicles continue to partially block the alley. Attached photos show some customers still parking in the alley, obstructing access.

### **Traffic Impacts**

*Criterion #3. Whether the proposed amendment will protect the health, safety, and general welfare of the public*

The intersection of W. Davison, Livernois, and Broadstreet has long posed traffic safety challenges. Concerns about vehicle safety on W. Davison around the unauthorized garden center were raised with the CPC, particularly regarding the garden center’s practice of allowing deliveries that blocked a lane using traffic cones. The petitioner claimed BSEED approved this, but BSEED denied having jurisdiction over the MDoT-managed road.

These deliveries obstruct visibility for turns at Petoskey and Davison and create hazards for drivers navigating around parked vehicles. Traffic on W. Davison often exceeds the 35-mph limit, making any stopped vehicle especially dangerous in an area without other active businesses.

CPC staff contacted MDoT and the Department of Public Works/Traffic Engineering Division (TED) for clarity on parking legality in front of the garden center but received no definitive answer; however, DPW/TED noted that the heavy volume and speed of traffic on eastbound Davison preclude permitting parking on that block.

### **Permitted Uses**

*Criterion #7. The suitability of the subject property for the existing zoning classification and proposed zoning classification*

The proposed B2 zoning classification allows 60 uses more than the current R3 zoning classification. The additional uses vary in intensity and type. A primary difference is that the current R3 zoning classification does not allow for any uses that fall into the “Retail, service and commercial” or “Manufacturing and industrial” use categories. The proposed B2 zoning classification allows for 45 uses categorized as “Retail, service and commercial” and 17 uses categorized as “Manufacturing and industrial”, of varying intensities.

Uses permitted in the B2 zoning classification tend to rely on passing traffic and therefore need sufficient area for parking, loading and maneuvering. B2 uses are likely to have a much greater degree of coming-and-going than with R3 uses. After careful analysis of the subject property, CPC staff found that the site was more suitable for the types of uses allowed with the current R3 zoning classification than those allowed with the proposed B2 classification.

While the existing garden center is seasonal in nature, which may affect the overall impact it has on the surrounding area, a rezoning to B2 allows for scores of land uses with no such seasonal expectation, that would be permitted on the site following a rezoning.

### **Lot Size and Depth**

*Criterion #7. The suitability of the subject property for the existing zoning classification and proposed zoning classification*

Analysis of the subject property resulted in finding that the site is better suited to the existing residential zoning classification than to a business zoning classification due to the unusually shallow depth of the lots on this block. The lot is 53' deep with a frontage of 151', with a total square footage of 8,003. Most B2 zoning lots, such as along W. Seven Mile, W. McNichols, and Fenkell, are situated on lots having 100' in depth, with some having depths of 80' – 90'. The uncharacteristically shallow depth of the lots on the south side of West Davison resulted from the 1928 widening of Davison, which took 50 feet of the frontage.

Business and institutional uses currently operating on the south side of W. Davison between Broadstreet and Woodrow Wilson with similar depths are typically situated on much wider zoning lots and/or multiple parcels. These uses also include onsite parking with curb cuts off W. Davison. CPC staff conducted multiple site visits to the area, observing how businesses situated on lots of similar depths utilized the alleys that run along the rear of their properties, and found that the alleys are used for deliveries and trash pick-up, and few personal vehicles traverse them. Deliveries and trash pick-up are permitted in public alleys, with stipulations. An illustrative map depicting these businesses and the overall size of the sites used is attached to this report.

### **Possibility of Illegal Spot Zoning**

*Criterion #8. Whether the proposed rezoning will create an illegal "spot zone"*

A rezoning to B2 would not be a likely candidate for an illegal spot zoning claim, given the Master Plan's view of B2 being consistent with the RLM designation and given the existing B4 zoning elsewhere on W. Davison between Broadstreet and Woodrow Wilson.

## **CONCLUSION**

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After careful consideration of the information provided in the above report, particularly the approval criteria for amendments to the zoning map in section 50-3-70 of the 2019 Detroit City Code, the City Planning Commission is concerned with the following:

- The limited area and tightness of the subject site make the site more suitable for the kind

of development allowed by the current R3 zoning classification than by the proposed B2 zoning classification. The stark difference in type and intensity of permitted uses between the current and proposed zoning classifications supports the concern regarding appropriateness. Uses permitted in the B2 classification often rely on passing traffic to a greater degree than uses in R3 and, as such, need sufficient area for parking, loading, and maneuvering.

- The adverse impact on neighboring property owners and residents, as seen in attached documents and expressed by four individuals during public comment. The adverse impacts include issues caused by the blocking of the public alley separating the garden center and adjacent multi-family residential uses, namely obstructing access to the residents' off-street parking lot as well as trespassing by patrons.
- The ongoing safety issues faced at the intersection of W. Davison, Livernois, and Broadstreet, which have been worsened by the unauthorized garden center allowing deliveries that block a traffic lane and reduce visibility. In addition to these hazards, customers frequently park on W. Davison, further obstructing traffic and increasing the risk of accidents on a road where speeds often exceed the 35-mph limit. On July 17, 2025, the CPC unanimously approved a motion directing staff to investigate safety on W. Davison between Livernois and Woodrow Wilson and coordinate with relevant agencies. The aim is to reduce speeds, improve safety, and post clear no-parking signage between Broadstreet and Petoskey.
- The ability of emergency vehicles to access the alley as well as the adjacent properties, due to the access to the adjacent alley continually being blocked by deliveries and patrons of the garden center. Documentation on these issues has been submitted to CPC staff and can be found attached to this report.

While the CPC strongly supports new businesses and locally driven development and acknowledges the community benefits of a business such as the Garden Bug, the Commission finds that the proposed B2 zoning classification is not suitable for the subject site.

On July 17, 2025, the CPC unanimously voted to **RECOMMEND DENIAL** of the request of Tina Castleberry to rezone the property at 4213 and 4225 W. Davison from R3 to B2. A complementary motion directing CPC staff to investigate and coordinate all necessary parties to address the traffic safety concerns on W. Davison was also made, which received a unanimous vote of approval.

A resolution is provided below to indicate Your Honorable Body's concurrence with the recommendation of the City Planning Commission. Should City Council desire to hold a public hearing on this matter, then CPC staff should be directed to draft an ordinance and secure approval as to form the Law Department for introduction and the setting of a public hearing.

Respectfully submitted,

DONOVAN SMITH, Chairperson



Marcell R. Todd, Jr., Director  
M. Rory Bolger, City Planner  
Timarie Szwed, City Planner

Attachments:           Application for zoning change  
                              Public hearing notice  
                              Purchase agreement  
                              Master Plan Interpretation  
                              Communications / images from adjacent property owner  
                              Letter of support  
                              Site plan with design review comments  
                              BSEED Correction Order  
                              West Davison shallow lot illustration  
                              R3 / B2 use comparison table

CC:                        Alexa Bush, Director, P&DD  
                              Dara O'Byrne, Deputy Director, P&DD  
                              Karen Gage, P&DD  
                              Greg Moots, P&DD  
                              Daniel Arking, Law Department  
                              David Bell, Director, BSEED  
                              Jayda Philson, BSEED  
                              James Foster, BSEED  
                              Bruce Simpson, Ombudsman

**RESOLUTION**

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

**WHEREAS**, the City Planning Commission received an application, dated November 24, 2024, to rezone land in the City of Detroit at 2413 and 2425 West Davison from the R3 (Low-Density Residential District) classification to the B2 (Local Business and Residential District) classification; and

**WHEREAS**, the subject properties were issued blight violations on January 31, 2025 for the unauthorized use of the property, which violations could be addressed by the proposed rezoning; and

**WHEREAS**, on March 6, 2025, the City Planning Commission held the statutorily mandated public hearing at which adverse effects from the unauthorized use were noted; and

**WHEREAS**, the Planning Commission found the subject property was located on a block of uncharacteristically shallow lot depth due to the 1928 widening of Davison Avenue; and

**WHEREAS**, on July 17, 2025 the City Planning Commission voted to recommend denial of the rezoning request in light of conflicts arising from congested traffic and parking and having found the subject site to be more suitable to the 43 land uses permitted under the existing R3 zoning district classification than to the 113 land uses permitted under the proposed B2 zoning district classification;

**NOW THEREFORE BE IT RESOLVED**, that the Detroit City Council concurs with the recommendation of the City Planning Commission as detailed in its report dated July 25, 2025.